FULLY EXECUTED
Contract Number: 4400034540
Original Contract Effective Date: 08/13/2026
Valid From: 09/01/2026 To: 08/31/2031

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 542948

Purchasing Agent
Name: McCoy Eric
Phone: 717-783-6924
Fax: 717-783-3794

Supplier Name/Address:
GAINWELL TECHNOLOGIES LLC FKA
DXC MS
225 EAST JOHN CARPENTER FWY STE 500
IRVING TX 75062-2326 US

Supplier Phone Number: 5713485065

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
8111 OMAP Provider Management Module

Payment Terms
NET 30

Solicitation No.: Issuance Date:

Supplier Bid or Proposal No. (if applicable): Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Design, Development, and Implementation	0.000		0.00	1	0.00

Item Text
Contract Line 1 DDI pricing is for contract years 1&2 as listed under Attachment G "Net DDI and Ops Costs by year" tab, cell D21.

2	Maintenance and Operations	0.000		0.00	1	0.00

Item Text
Contract Line 2 M&O pricing is for contract years 3-5 (Pricing is in accordance with M&O years 1-3 as listed under Attachment G "Net DDI and Ops Costs by year" tab, cells F21, G21 and H21.)

General Requirements for all Items:

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

Supplier's Signature _____ Title _____

Printed Name _____ Date _____

FULLY EXECUTED
Contract Number: 4400034540
Original Contract Effective Date: 08/13/2026
Valid From: 09/01/2026 To: 08/31/2031

Supplier Name:
GAINWELL TECHNOLOGIES LLC FKA
DXC MS

Header Text

The Department of Human Services is awarding this NASPO ValuePoint Participating Addendum for services as a result of PA 01-23, advertised as follows:

The Pennsylvania Department of Human Services (DHS), Office of Medical Assistance Programs, is seeking a single qualified contractor to provide management services for the Provider Management Module through the NASPO Value Point Provider Services Module Master Agreement.

Payment Provisions: The Department shall pay the Contractor for services rendered pursuant to this participating addendum in the amounts identified in Exhibit 3 – Revised Attachment G – Pricing Schedules.

The Department shall make payment to the Contractor in accordance with Appendix A (Payment Milestones, Deliverables, and Consideration) of Exhibit 1 – Master Agreement.

The Department will disapprove any amounts that are not in accordance with the terms of this participating addendum and may adjust payment to the Contractor accordingly.

The Contractor is not entitled to any additional consideration, compensation, salary, wages, or any other type of remuneration for services rendered under this participating addendum.

Failure to submit invoices in compliance with the following instructions will result in the invoices being returned to the contractor and will substantially delay processing of payments. The contractor shall be paid upon satisfactory delivery/completion of work performed and submission of an invoice on the contractor's letterhead. The invoice should contain at minimum the information listed on the sample invoice. Supplier Sample Invoice can be found at:
http://www.dgsweb.state.pa.us/comod/CurrentForms/SampleSupplierInvoice.doc.

This invoice will be used to verify that work has been completed and Goods Receipts entered.

All matters regarding billing, invoices, questions, status updates and/or delivery updates regarding this PO should be directed to:
Name: Sandy Marcella
Email: samarcella@pa.gov

The following attached documents are incorporated by reference:

Exhibit 1: Master Agreement,
Exhibit 2: Negotiated IT Contract Terms and Conditions, DHS Addendum to Terms and Conditions and Audit Clause C,
Exhibit 3: Revised Attachment G_Pricing Schedules,
Exhibit 4: Project Work Plan which includes: PA RFQ 01-23 (including Appendices A-B, J-U, W-X, and the Contractor's Technical Submittal (excluding section III-13, and Appendix 6),
Exhibit 5: Revised Requirements Matrix,
Exhibit 6: Revised Appendix B Performance Standards, and
Exhibit 7: Approved Key Personnel.

Information:

Total Amount:
51,464,709.84

Currency: USD

FULLY EXECUTED

Contract Number: 4400034540

Original Contract Effective Date: 08/13/2026

Valid From: 09/01/2026 To: 08/31/2031

Supplier Name:

GAINWELL TECHNOLOGIES LLC FKA

DXC MS

No further information for this Contract

Information:

Total Amount:

51,464,709.84

Currency: USD

PARTICIPATING ADDENDUM

MMIS-PROVIDER SERVICES MODULE

Led by the State of Montana

Master Agreement #: 18091790040

Participating Addendum #: 4400034540

Contractor: **GAINWELL TECHNOLOGIES LLC (FORMERLY DXC TECHNOLOGY SERVICES LLC)**

Participating Entity: **COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF HUMAN SERVICES**

The following products or services are included in this contract portfolio:

- *Core Provider Services (Enrollment, Screening and Monitoring, Revalidation, and Maintenance)*
- *Option A – Provider Self Service Portal*
- *Option B – Provider Enrollment and Management Customer Care Services*

This participating addendum is between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of Human Services ("Department"), and Gainwell Technologies LLC ("Contractor").

Title XIX of the Social Security Act ("Act"), 42 U.S.C. § 1396 *et seq.*, establishes the Medicaid Program. Section 1903(a)(3) of the Act, 42 U.S.C. §1396b(a)(3), requires states to operate and maintain a Medicaid Management Information System ("MMIS").

The Department, created by the Act of July 13, 1957, P.L. 852, No. 390, is the single state executive agency designated to administer the Commonwealth's Medicaid Program, known as the Medical Assistance Program in Pennsylvania. Under the Human Services Code, 62 P.S. §§ 201, 401 *et seq.*, the Department has the authority to carry out the Medical Assistance Program and adopt state plans for the administration of the program. The Department identified the need to replace the provider management functionality of its legacy MMIS.

Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902, authorizes executive agencies to participate in cooperative purchasing agreements. The State of Montana instituted a multi-state cooperative procurement initiative for a Provider Services Module through NASPO ValuePoint, which is a cooperative purchasing program among states. The State of Montana awarded multiple master agreements as a result of the procurement.

The Department issued an informal solicitation to seek quotes from those contractors that have master agreements with the State of Montana. In the solicitation, the Department stated that it would select for negotiations the contractor whose quote was determined to be the most advantageous to the Commonwealth after taking into consideration all evaluation factors. After evaluating the contractors' quotes in accordance with the evaluation criteria set forth in the solicitation, the Department determined that the Contractor's quote was the most advantageous to the Commonwealth and selected the Contractor for participating addendum negotiations. When negotiations were completed, the Department obtained the approval of the Commonwealth Department of General Services to enter into a participating addendum with the Contractor.

The parties, intending to be legally bound, agree as follows:

Master Agreement Terms and Conditions:

1. Master Agreement: The Master Agreement is attached as Exhibit 1 of this participating addendum. Except as set forth in this participating addendum, Contractor shall comply with the terms of the Master Agreement.

2. Scope: This participating addendum covers the *MMIS-Provider Services Module* for DPHHS MPATH RFP#: DPHHS-RFP-2018-0127JT led by the State of *Montana* for use by the Department.

3. Participation: The Master Agreement may only be used by the Department. Issues of interpretation and eligibility for participation are solely within the authority of the Commonwealth Department of General Services, Chief Procurement Officer.

4. Access to MMIS-Provider Services Requires State Medicaid Director's Approval: Unless otherwise stipulated in this participating addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Provider Services by state executive branch agencies are subject to the authority and prior approval of the State Medicaid Director's Office. The State Medicaid Director means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of Medicaid information resources of a state.

5. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State:

Name:	John Thomas
Title:	Contracts Officer
Address:	Department of Administration
Telephone:	406.444.0110
Fax:	n/a
Email:	jthomas@mt.gov

Contractor:

Name:	Sam Rashdan, Gainwell Technologies LLC
Address:	1250 Camp Hill Bypass, Suite 201, Camp Hill, PA 17011
Telephone:	(608) 684-0300 (Office), (937)296-9472 (Mobile)
Fax:	n/a
Email:	sam.rashdan@gainwelltechnologies.com

Department:

Name:	Sandy Marcella, Director, Bureau of Data and Claims Management, Office of Medical Assistance Programs, Commonwealth of PA
Address:	2525 N 7th St, Suite 260, Harrisburg, PA 17110
Telephone:	717-766-9789
Fax:	n/a
Email:	samarcella@pa.gov

Participating Entity Modifications Or Additions To The Master Agreement:

6. Modifications or Additions: These modifications or additions apply only to actions and relationships within the Department.

    a. Commonwealth Terms and Conditions: The Contractor shall comply with the Negotiated Commonwealth IT Contract Terms and Conditions, DHS Addendum, and Audit Clause attached as Exhibit 2.

    b. Term; Renewals; Binding Effect: For the purposes of the participating addendum, references to the Effective Date in the Master Agreement are defined by the participating addendum term outlined below:

        i. Term: The term of this participating addendum will commence on the date of last Commonwealth signature and will remain in effect for a period of five years, unless renewed in accordance with paragraph 6(b)(ii) below or sooner terminated pursuant to the provisions of this participating addendum. The term includes a base contract period of five years, which includes a Design, Development, and Implementation period of two years and three base operations years. This participating addendum, including any renewals, may not exceed a total term of ten years.

        ii. Renewals: This participating addendum may be renewed for a total of five years for additional operations. Any subsequent renewals will be in one-year intervals, or an interval that is advantageous to the Commonwealth, so long as the parties agree to each renewal before the end of the then-current term of this participating addendum.

        iii. Binding Effect: This participating addendum is not binding in any way on the Commonwealth or the Department until it has been fully executed by the Commonwealth and sent to the Contractor.

    c. Subsection 3.2, Maximum Amount and No Increases: The Maximum Amount under the Master Agreement and Appendix A will be as specified in this participating addendum.
    The total DDI cost for scope identified above for this participating addendum is $18,197,299.91. The Maximum Amount for this participating addendum is $51,464,709.85 for the base period which includes the DDI amount plus the three years of operations. If this participating addendum is renewed for additional optional operation year(s), the additional total operations amount payable to the Contractor for five possible additional years is $54,363,876.21.

The total potential value of this participating addendum for the base period and option years is $105,828,586.06.

d. Payment: Subject to the availability of state and federal funds and the terms and conditions of this participating addendum, the Department shall pay the Contractor for services rendered pursuant to this participating addendum in the amounts identified in Exhibit 3 – Revised Attachment G – Pricing Schedules. The Department shall make payment to the Contractor in accordance with Appendix A (Payment Milestones, Deliverables, and Consideration) of Exhibit 1 – Master Agreement. Payments are subject to the following provisions:

   i. Adjustment of Payment: The Department will disapprove any amounts that are not in accordance with the terms of this participating addendum and may adjust payment to the Contractor accordingly.

   ii. No Additional Compensation: The Contractor is not entitled to any additional consideration, compensation, salary, wages, or any other type of remuneration for services rendered under this participating addendum.

e. Subsection 4.2, Contractor's Project Manager and Contractor's Contract Manager: The Contractor designates its Contract Manager and Project Manager in the participating addendum.

   Per Master Agreement section 4.2.4 the Contractor's Project Manager for this participating addendum is:

   (Name): Melissa Hackenberg

   (Address): 1250 Camp Hill Bypass, Suite 201

   (City, State, ZIP): Camp Hill, PA 17011

   (Telephone #): (717)554-9657

   (Fax #): n/a

   (E-mail): melissa.hackenberg@gainwelltechnologies.com

   Per Master Agreement section 4.2.5 the Contractor's Contract Manager for this participating addendum is:

   Sam Rashdan

   (Address): 1250 Camp Hill Bypass, Suite 201

   (City, State, ZIP): Camp Hill, PA 17011

   (Telephone #): (608) 684-0300 (Office), (937)296-9472 (Mobile)

   (Fax #): n/a

   (E-mail): sam.rashdan@gainwelltechnologies.com

f. Subsection 4.4, Participating Entity's Contract Manager and Project Manager: The Department will designate its Contract Manager and Project Manager in the participating addendum.

Per Master Agreement section 4.4.1 the Department's Project Manager for this participating addendum is:

(Name): Sandy Marcella

(Address): 2525 N 7th St, Suite 260

(City, State, ZIP): Harrisburg, PA 17110

(Telephone #): 717-766-9789

(E-mail): samarcella@pa.gov

Per Master Agreement Section 4.4.2 the Department's Contract Manager for this participating addendum is:

(Name): Toni Hoffecker

(Address): 2525 N 7th St, Suite 260

(City, State, ZIP): Harrisburg, PA 17110

(Telephone #): 717-996-8299

(E-mail): thoffecker@pa.gov

g. Master Agreement Appendix C - 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 Master Agreement – Appendix C will be as specified in the participating addendum.

The Pricing Schedules for this participating addendum are attached as Exhibit 3 - Revised Attachment G – Pricing Schedules.

h. Master Agreement Section 7.2.1:

The Work Plan as required in Master Agreement section 7.2.1 is attached as Exhibit 4 – Project Work Plan. The Project Work Plan is comprised of the following documents: PA RFQ 01-23 (including Appendices A-B, J-U, W-X, and the Contractor's Technical Submittal (excluding section III-13, and Appendix 6).

i. Master Agreement Appendix C - Attachment F – Requirements Matrix:

An updated Attachment F – Requirements Matrix is attached as Exhibit 5 – Revised Requirements Matrix. For the avoidance of doubt, Exhibit 5 – Revised Requirements

Matrix supplements and does not replace Attachment F – Requirements Matrix. In the event of a conflict, Exhibit 5 controls.

j. Exhibit 6 – Revised Appendix B – Master Agreement Performance Standards:

An updated Appendix B – Master Agreement Performance Standards is attached as Exhibit 6 – Performance Standards.

k. Exhibit 7 – Approved Resumes for Key Personnel:

Approved resumes for the Contractor's Key Personnel are attached as Exhibit 7 – Approved Key Personnel.

7. Administrative Fees to be paid by the Contractor:

a. 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 DDI payments received from the Department no later than sixty (60) days following the end of each calendar quarter.

b. Each State may assess an additional procurement administrative fee not to exceed one half of one percent (.5% or .005) on DDI payments received from the Department no later than sixty (60) days following the end of each calendar quarter. A State cannot assess a procurement administrative fee if the State requests Enhanced Federal Financial Participation reimbursement from CMS for the procurement expenditures.

8. Subcontractors: If applicable, all contractors, dealers, and resellers authorized in the Commonwealth, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

9. Orders: Any order placed by the Department for a product, service, or both available from this Master Agreement will be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

10. Severability: The provisions of this participating addendum are severable. If any provision of this participating addendum is held to be unenforceable by an authority with proper jurisdiction in the matter, that provisions is severed, and the remainder of this participating addendum will remain binding upon the parties.

11. Counterparts: This participating addendum may be executed in counterparts, each of which is deemed to be an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together constitute one and the same instrument.

12. Electronic Signatures: This participating addendum may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. § 2260.301 et seq.

[SIGNATURE PAGE FOLLOWS.]

The parties, through their authorized representatives, have signed this participating addendum on the dates indicated below.

COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF HUMAN SERVICES

[To be obtained electronically]

Signature Date
Secretary or Designee

GAINWELL TECHNOLOGIES LLC

Signature Date
Mark Knickrehm
Chairman and Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY:

[To be obtained electronically]

Office of Chief Counsel Date
Department of Human Services

[To be obtained electronically]

Office of Attorney General Date

[To be obtained electronically]

Office of General Counsel Date

APPROVED:

[To be obtained electronically]

Comptroller Operations Date

Exhibit 1 – Master Agreement

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CONTRACT

BETWEEN

THE MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

AND

DXC Technology Services LLC

CONTRACT NUMBER: 18091790040

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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: 65ADC088-463F-4CE3-97BE-FD38DA6C8011
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: 65ADC088-463F-4CE3-97BE-FD38DA6C8011
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: 65ADC088-463F-4CE3-97BE-FD38DA6C8011
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: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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 DXC Technology Services LLC, a Nevada Limited Liability Company - C 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.

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.

"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.

"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.

"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.

"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.

"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.

"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.

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.

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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.

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.

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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

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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): Jim Pinney
(Address): 4070 27th Ct. SE, Suite 100
(City, State, ZIP): Salem, OR. 97302
(Telephone #): 360 212 3645
(Cell Phone #): 503 569 5904
(Fax #): 503 383-3412
(E-mail): pinney@dxc.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.

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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

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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

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.

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.

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

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

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.

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.

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

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.

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.

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.

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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.

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.

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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: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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.

Public Access to Contract, Appendices and Contract Information. Contractor's Obligation to Identify and Defend a Claim That Information Is Proprietary Information of the Contractor.

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.

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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.

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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-

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.

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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;

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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

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.

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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: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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).

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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);

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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.

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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.

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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.

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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.

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: Erica Johnston 21D48EB18DF2446...

Printed Name: **Marie Matthews**

Title: **Medicaid Director**

Date: 11/15/2018

DXC Technology Services LLC

By: DocuSigned by: John McCabe 262B4338F18A471...

Printed Name: **Karan Puri**

Title: **Executive Vice President & General Manager**

Date: 11/8/2018

Federal ID No.: **82-2287119**

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

By: DocuSigned by: Shannon McDonald for 7EEF6E98200B49D...

Printed Name: **Frank Clinch**

Title: **Chief Legal Counsel**

Date: 10/31/2018

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

By: DocuSigned by: Sheila Hogan FE3C550265CB4CA...

Printed Name: **Sheila Hogan**

Title: **Director**

Date: 11/15/2018

THE STATE OF MONTANA, STATE PROCUREMENT BUREAU – CONTACTS OFFICER

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

Printed Name: John Thomas

Title: Senior Administrative Officer

Date: 10/31/2018

THE STATE OF MONTANA - CHIEF INFORMATION OFFICER

By: DocuSigned by: Tim Bottenfield
5618EC5F091042A...

Printed Name: Tim Bottenfield

Title: CIO

Date: 10/31/2018

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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.

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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,

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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;

DocuSign Envelope ID: 65ADC088-463F-4CE3-97BE-FD38DA6C8011

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

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.	

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.	

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.	

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.	

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	

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.	

Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
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.	

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

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

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

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.	

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:

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

Provider Services Base 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	
Median 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*
Total DDI Costs:	**$ 13,507,427.48**			**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**

Total DDI Costs: $ 13,507,427.48

Consumer Price Index Urban (CPI-U) Adjustment:

	0.000000
	0.000000
	0.000000
	0.000000
	1.000000

Schedule F - Provider Services Base Scope of Work Costs

Schedule F-2 Provider Services Operations Costs

Provider Services Base 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		
Median 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		Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
Total Operations Costs:		**$ 36,566,447.61**			**$ -**			**$ -**			**$ -**			**$ -**			**$ -**			**$ -**			**$ -**

Total Operations Costs: $ 36,566,447.61

Consumer Price Index Urban (CPI-U) Adjustment:

A	**0.000000**
A	**0.000000**
A	**0.000000**
A	**0.000000**
	1.000000

A

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

Provider Services Base 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*
Total DDI Enhancement Pool Hour Costs:		$ -		$ -		$ -		$ -		$ -		$ -		$ -

Total DDI Ehancement Pool Hour Costs: $ -

Consumer Price Index Urban (CPI-U) Adjustment:

A	**0.000000**
	0.000000
	0.000000
	0.000000
	1.000000

A	

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

Provider Services Base 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*
Total Operations Enhancement Pool Hour Costs:		$ -		$ -		$ -		$ -		$ -		$ -		$ -

Total Operations Enhancement Pool Hour Costs: $ -

Consumer Price Index Urban (CPI-U) Adjustment:

A	**0.000000**
A	**0.000000**
A	**0.000000**
A	**0.000000**
	1.000000

A

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

Provider Services Base 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	
Median 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*
Total DDI Costs:	**$ 55,116.41**			**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**

Total DDI Costs: $ 55,116.41

Consumer Price Index Urban (CPI-U) Adjustment:

	0.000000
	0.000000
	0.000000
	0.000000
	1.000000

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Schedule G - Provider Services Option A Scope of Work Costs
Schedule G-2 Provider Services Operations Costs

Provider Services Base 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		
Median 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
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
Total Projected Operations Costs:		$ -			$ -			$ -			$ -			$ -			$ -			$ -			$ -

Total Projected Operations Costs: $ -

Consumer Price Index Urban (CPI-U) Adjustment:

A	0.000000
	0.000000
	0.000000
	0.000000
	1.000000

A	

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

Provider Services Base 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	50,001	100,000	100,001	150,000	150,001	200,000	200,001	250,000	251,000	300,000	300,001	
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*
Total DDI Enhancement Pool Hour Costs:		$ -		$ -		$ -		$ -		$ -		$ -		$ -

Total DDI Enhancement Pool Hour Costs: $ -

Consumer Price Index Urban (CPI-U) Adjustment:

	0.000000
	0.000000
	0.000000
	0.000000
	1.000000

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

Provider Services Base 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*
Total Operations Enhancement Pool Hour Costs:		$ -		$ -		$ -		$ -		$ -		$ -		$ -

Total Operations Enhancement Pool Hour Costs: $ -

Consumer Price Index Urban (CPI-U) Adjustment:

A	**0.000000**
A	**0.000000**
A	**0.000000**
A	**0.000000**
	1.000000

A

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

Provider Services Base 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	
Median 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*
□□□	□□□□

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Schedule H - Provider Services Option B Scope of Work Costs

Schedule H-2 Provider Services Operations Costs

Provider Services Base 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		
Median 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
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
			A	A	A																		
Total Operations Costs:		$ 8,109,414.77			$ -			$ -			$ -			$ -			$ -			$ -			$ -

Total Operations Costs:	$ 8,109,414.77

Consumer Price Index Urban (CPI-U) Adjustment:

A	0.000000
A	0.000000
A	0.000000
A	0.000000
	1.000000

A	

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

Provider Services Base 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*
Total DDI Enhancement Pool Hour Costs:		$ -		$ -		$ -		$ -		$ -		$ -		$ -

Total DDI Enhancement Pool Hour Costs: $ -

Consumer Price Index Urban (CPI-U) Adjustment:

	0.000000
	0.000000
	0.000000
	0.000000
	1.000000

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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 Base 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*
Total Operations Enhancement Pool Hour Costs:		$ -		$ -		$ -		$ -		$ -		$ -		$ -

Total Operations Enhancement Pool Hour Costs: $ -

Consumer Price Index Urban (CPI-U) Adjustment:

A	**0.000000**
A	**0.000000**
A	**0.000000**
A	**0.000000**
	1.000000

A

Provider Services Schedule E - Resource Hourly Rates

Schedule E - Resource Hourly Rates		
Type of resource	Phases	
	DDI and Certification	Operations
A		
A A		
A		
A		
A		
A		
A		
A		

Provider Services Schedule A - Cost Summary

Schedule A - Provider Services Base Scope of Work Costs		
Phase	**Cost**	**Instruction**
Provider Services Base Scope of Work		
Provider Services Base Scope of Work		
Provider Services Base Scope of Work		
Provider Services Base Scope of Work		
All Inclusive Provider Services Base Scope of Work Costs		

Schedule A - Provider Services Option A Scope of Work Costs		
Phase	**Cost**	**Instruction**
Provider Services Option A		
Provider Services Option A		
Provider Services Option A		
Provider Services Option A		
All Inclusive Provider Services Option A Costs		

Schedule A - Provider Services Option B Scope of Work Costs		
Phase	**Cost**	**Instruction**
Provider Services Option B		
Provider Services Option B		
Provider Services Option B		
Provider Services Option B		
All Inclusive Provider Services Option B Costs		

Provider Services Schedule B DDI Payment Milestones by Phase

Schedule B-1: Provider Services Base 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					
Total Percentage By Phase					
Grand Total					

**** 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					
Total Cost By Phase					
Total Percentage By Phase					
GRAND TOTAL					

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					
Total Cost By Phase					
Total Percentage By Phase					
GRAND TOTAL					

Provider Services Schedule C - Cost of Operations

Schedule C - Cost of Operations	
Phase	**Cost**
TOTAL	
TOTAL	
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	
Option A	
Option A	
Option A	
TOTAL	
Option A	
Option A	
Option A	
Option A	
Option A	
TOTAL	
GRAND TOTAL	

Schedule C - Cost of Operations Option B	
Phase	**Cost**
Option B	
Option B	
Option B	
Option B	

Schedule C - Cost of Operations	
TOTAL	
Option B	
Option B	
Option B	
Option B	
Option B	
TOTAL	
GRAND TOTAL	

Provider Services Schedule D Enhancement Pool Hours

Schedule D - Enhancement Pool Hours	
Phase	**Cost**
[illegible]	
Total DDI	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
Total Operations	
Grand Total	

Operations Year one begins the first day of the month following the implementation of the MPATH Module and overlaps with the year of Certification.

Schedule D - Enhancement Pool Hours Option A	
Phase	**Cost**
[illegible]	
Total DDI	
Option A [illegible]	
Option A [illegible]	
Option A [illegible]	
Option A [illegible]	
Option A [illegible]	
Option A [illegible]	
Option A [illegible]	
Option A [illegible]	
Option A [illegible]	
Total Operations	
Grand Total	

Schedule D - Enhancement Pool Hours

Schedule D - Enhancement Pool Hours Option B	
Phase	**Cost**
[illegible]	
Total DDI	
Option B [illegible]	
Option B [illegible]	
Option B [illegible]	
Option B [illegible]	
Option B [illegible]	
Option B [illegible]	
Option B [illegible]	
Option B [illegible]	
Option B [illegible]	
Total Operations	
[redacted]	
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
B
C
D
E
F
G
NA
Production Status
S1
S2
S3
S4
S5

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 [illegible]
Product Type
SaaS [illegible]
PaaS [illegible]
COTS [illegible]
OS [illegible]
CS [illegible]
NA [illegible]
Hosting
T [illegible]
V [illegible]
W [illegible]
O [illegible]
NA [illegible]

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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
					A	A	A	A	A	
		A			A					
		A								

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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
					A					
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A					
					A					
					A					
					A					
					A					
					A					
					A					
					A					
					A					
					A					
					A	A	A	A	A	
					A					
					A					
					A					
					A					
					A					
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A					
					A					
					A	A	A	A	A	
					A					
					A					
					A					
					A					
					A					
					A					
					A					
					A					
					A					
					A			

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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
		A •Adherence to the State's requirements outlined in the "Security and Privacy Controls Requirements" document, included in the •Compliance with the Centers for Medicare and Medicaid Services (CMS) Acceptable Risk Safeguards (ARS) to assess CIA and •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 •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;			A	A	A	A	A	
					A	A	A	A	A	
		A A A A A A A A			A	A	A	A	A	
		A A A A			A	A	A	A	A	

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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
		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 •Acronyms used in user instructions must be identified and must be consistent with windows, screens, reports, and the data •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 •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 •Abbreviations must be consistent throughout the documentation.			A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	

Attachment F - Requirements Response Matrix

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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
					A	A	A	A	A	
					A	A	A	A	A	

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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
		•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, •Configurations •Job streams within each module, identifying programs, inputs and outputs, control, job stream flow, operating procedures, and •A network schematic showing all network components and technical security control			A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	

Attachment F - Requirements Response Matrix

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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
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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
					A	A	A	A	A	
		•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, •Configurations •Job streams within each module, identifying programs, inputs and outputs, control, job stream flow, operating procedures, and •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			A	A	A	A	A	

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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
		A			A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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
					A	A	A	A	A	

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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
					A					
					A					
					A					

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<u>All requirements</u> 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

Attachment F - Requirements Response Matrix

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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
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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	**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.**								

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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
					A	A	A	A	A	
					A	A	A	A	A	
					A					
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
		these 500 system enhancement pool hours are included in the offeror's fixed price and included in Attachment G Pricing		A	A	A	A	A	A	
				A	A	A	A	A	A	
		these 250 system enhancement pool hours are included in the offeror's fixed price and included in Schedule D-Enhancement Pool			A	A	A	A	A	

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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
					A	A	A	A	A	
					A					
					A					
					A					
					A					
					A					
					A					
					A					
					A					
										A
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					A					
					A					
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					A					

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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
					A					
					A					
					A

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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
		The Contractor's solution shall provide an established library of standardized operational reports as well as the ability to create a								
					A					
					A					
					A					
					A					
					A

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	
[illegible]	[illegible]	[illegible]	[illegible]		A	A	A	A	A	

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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
		6. Lockouts for failed attempts – account locks after 3 failed attempts, will unlock after 15 minutes								
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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**
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
		The Contractor shall designate a Business Operations Manager to lead the Contractor's Business Operations for Provider			A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	

Attachment F - Requirements Response Matrix

<u>All requirements</u> 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**
		A			A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
		• Critical: 100% have been resolved. • High: 100% have been resolved.			A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	
					A	A	A	A	A	

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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
[illegible]	[illegible]	[illegible] A [illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible] A [illegible]	[illegible]		[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible] A [illegible]	[illegible]		[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible] A [illegible]	[illegible]		[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible] A [illegible] A [illegible]	[illegible]		[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible] A [illegible]	A	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible] address the Contractor's solution functionality for enrollment, maintenance, and revalidation.	[illegible]	[illegible]	[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A [illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible] A	[illegible] A	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible] State's requirements.	[illegible]		[illegible] A	[illegible] A	[illegible] A	[illegible] A	[illegible] A	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	

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.	

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.	

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.	

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.	

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.	

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.	

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.	

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.	

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.	

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

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

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

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

A

A

et seq. A

A–

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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

[illegible] the Effective Date (the "Medicaid Management Information System Contract") to license certain Application Software and Third [illegible] (as described in the Medicaid Management Information System Contract) (the "Software") upon specified [illegible]

[illegible]

[illegible]

1. Deposit in Escrow.

1.1 [illegible] the "Source Materials"). LICENSOR shall identify each item in said [illegible]

1.2 [illegible]

1.3 [illegible]

1.4 [illegible]

2. Release From Escrow.

2.1 [illegible]

2.1.1 [illegible]

2.1.2 [illegible]

2.1.3 A[illegible] LICENSOR's assets; or[illegible]

2.1.4 [illegible]

2.1.5 [illegible]A[illegible]

2.2 [illegible]A[illegible]A[illegible]

2.3 [illegible]30 days to review LICENSEE's affidavit requesting release from escrow as provided for in [illegible]

2.4 [illegible]A[illegible]that LICENSEE's request for release from escrow is [illegible]A[illegible]

2.5 [illegible]A[illegible]that LICENSEE's request for release from escrow is contested by LICENSOR, ESCROW AGENT [illegible]

2.5.1 [illegible]A[illegible]

2.5.2 [illegible]A[illegible]

2.6 [illegible]A[illegible] directed by the court of competent jurisdiction's finding given in writing to all parties.[illegible]

2.7 [illegible]

3. Ownership of Source Material.

3.1 [illegible]A[illegible]A[illegible]

3.2 [illegible]

3.3 It is expressly understood and agreed that LICENSEE's right to obtain [illegible] Management Information System Contract and that LICENSEE shall have no right or claim to LICENSOR's [illegible]

4. Storage and Security.

4.1 [illegible]

4.2 [illegible]

4.3 [illegible]

4.3.1 [illegible]

4.3.2 [illegible] OW AGENT's authorized representatives to perform its functions under this Agreement; [illegible]

4.3.3 [illegible]

4.3.4 [illegible]

4.4 [illegible]'s request and pursuant to the Medicaid [illegible]

4.5 [illegible]

4.6 [illegible]

[illegible] [illegible]

[illegible] ble attorneys' fees, and expenses from [illegible]

5. Termination. [illegible]

6. Good Faith Reliance. [illegible]

7. Fees. [illegible]

8. Entire Agreement. [illegible]

9. Notice. [illegible]

10. Governing Law. [illegible]

11. Severability. [illegible]

12. Headings. [illegible]

13. Medicaid Management Information System Contract Terms. [illegible]

[illegible]

[illegible]

[illegible]

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APPENDIX F. FEDERAL REQUIREMENTS

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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 –

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"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

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.

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.

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APPENDIX F - FEDERAL REQUIREMENTS

1 Generally

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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.

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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.

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the Department
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P.O. Box 4210
Helena, MT 59604-4210

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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.

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APPENDIX G. WORK PLAN

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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.

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APPENDIX I. RESPONSE

This is a place holder for the response to the request for proposal and any attachments or amendments.

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APPENDIX J. BUSINESS ASSOCIATE AGREEMENT

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APPENDIX J - BUSINESS ASSOCIATE AGREEMENT

PARTIES

[illegible]

THE PARTIES AGREE AS FOLLOWS:

1. Business Associate Status

[illegible]

2. Definitions that Apply to This Agreement

[illegible]

3. Status as a Business Associate

[illegible]

4. Obligations of Business Associate

[illegible]

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[illegible]

[illegible]

[illegible]

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[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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[illegible]

[illegible]

[illegible]

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[illegible]

5. Permitted Uses, Disclosures and Limitations

[illegible]

[illegible]

[illegible]

[illegible]

6. Use and Disclosure for Business Associate's Purposes

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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[illegible]

[illegible]

[illegible]

[illegible]

7. Obligations of the Department

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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8. Term and Termination

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[illegible]

[illegible]

9. Effect of Termination.

[illegible]

10. Miscellaneous.

[illegible]

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

DocuSigned by:
Erica Johnston
21D48EB18DF2446...

11/15/2018

Department of Public Health and Human Services

Marie Matthews **Medicaid Director**

111 N Sanders Street, Helena, MT 59601

406.444.6902

BUSINESS ASSOCIATE

DocuSigned by:
John McCabe
262D4338F18A471...

11/8/2018

Karan Puri **Executive Vice President & General Manager**

1775 Tysons Boulevard, Tysons, VA 22102

703.336.5611

82-2287119

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ATTACHMENT A - DPHHS HIPAA Privacy Policy – Minimum Necessary

[illegible]

Policy Title:	Minimum Necessary	
Policy Number:	003	Version 2.0
Approved By:	Marie Matthews	
Date Approved:	September 23, 2013	

Purpose:

[illegible]

Exceptions:

[illegible]

Policy:

[illegible]

[illegible]

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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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DPHHS-FB-180
(New 4/13)

STATE OF MONTANA
DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES
BUSINESS AND FINANCIAL SERVICES

MONTANA DPHHS
Healthy People. Healthy Communities.

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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DPHHS-FB-180
(New 4/13)

STATE OF MONTANA
DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES
BUSINESS AND FINANCIAL SERVICES

MONTANA DPHHS
Healthy People. Healthy Communities.

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		

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DPHHS-FB-181
(New 4/13)

STATE OF MONTANA
DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES
BUSINESS AND FINANCIAL SERVICES

MONTANA DPHHS
Healthy People. Healthy Communities.

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: _____

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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.

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.

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

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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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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DXC’s [illegible]

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THE STATE OF MONTANA
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

AMENDMENT NO. 1 TO MASTER AGREEMENT # 18091790040
Amendment to DXC Technology Services LLC Master Agreement for Provider Services

This Amendment No. 1 ("Amendment") modifies, to the extent specified below, the terms and conditions of Master Agreement # 18091790040 (the "Contract") for the Provider Services entered into by and between the Department of Public Health and Human Services (the "Department"), 111 Sanders Street, Helena, MT 59604, and DXC Technology Services LLC ("Contractor").

RECITALS

WHEREAS, DXC Technology Services LLC notified the Department of the intended assignment of the Contract from DXC Technology Services LLC to DXC MS LLC on August 28, 2020 to become effective on September 15, 2020 and also obtained the Department's consent on September 2, 2020 for the change of control of DXC MS LLC which resulted in an updated tax identification number.

WHEREAS, DXC MS LLC changed its name to Gainwell Technologies LLC with effect on October 1, 2020.

WHEREAS, the purpose of this Amendment is document the above-referenced earlier assignment of the Contract, change of name and ownership and tax identification number and to update Contract with the Contractor's business name, update the Contractor's Federal Tax Identification Number, and replace the Attachment G – Pricing Schedule.

NOW THEREFORE, the Parties hereto agree as follows:

The DXC Technology Services LLC Master Agreement is hereby amended to change the Contractor name from DXC Technology Services LLC to Gainwell Technologies LLC.

The DXC Technology Services LLC Master Agreement is hereby amended to change the Federal Tax Identification Number from 82-2287119 to the Gainwell Technologies LLC Federal Tax Identification Number of 27-1510177.

Appendix C to the DXC Technology Services LLC Master Agreement is hereby amended to incorporate the attached version of Attachment G – Pricing Schedule. The attached version of Attachment G supersedes and replaces the previous BAFO version of Attachment G that was submitted by DXC Technology Services LLC as part of the proposal submission process and incorporated by reference in Appendix I of the final DXC Technology Services LLC Master Agreement.

All other provisions of the Master Agreement are unchanged, and it is further the intent of the parties that any inconsistent provisions not addressed by the above Amendment are modified and interpreted to conform to this Amendment No. 1.

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The Parties have executed this Amendment No. 1 as set forth below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

DocuSigned by:
BY: Michael Randol 17CDD3B40B5A4A1... Date 8/25/2022

Michael Randol
State Medicaid Director
Department of Public Health and Human Services

DocuSigned by:
BY: Charles T. Brereton 0E90064370A54E3... Date 9/2/2022

Adam Meier
Director
Department of Public Health and Human Services

DocuSigned by:
BY: mark prichard C74A479F784C493... Date 7/12/2022

Paula Stannard
Chief Legal
Department of Public Health and Human Services

CHIEF INFORMATION OFFICER

Approval

The Contractor is notified that pursuant to Section 2-17-514, MCA, the Department Of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any state wide IT policy or standard.

DocuSigned by:
BY: Kevin Gilbertson D999BB1A7DDC479... Date 7/26/2022

Kevin Gilbertson, Chief Information Officer
Montana Department of Administration

DocuSigned by:
BY: John Thomas 49E3FEF749664B6... Date 7/12/2022

Approved as to Form
John Thomas, Procurement Officer
State Procurement Bureau
Montana Department of Administration

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Gainwell Technologies LLC

DocuSigned by:

BY: Paul Saleh Date 8/25/2022

0F8842D4F3C44E4...

Paul Saleh, CEO,
Gainwell Technologies LLC

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ATTACHMENT – Updated Attachment G – Pricing Schedules

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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	$	5,118,913.01	Insert "Total DDI Cost" from Schedule F, Tab F-1
Provider Services Core Scope of Work Operations	$	24,840,998.64	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 Hour	$	-	Insert "Total Operations Enhancement Pool Hour Costs" from Schedule F, Tab F-4
All Inclusive Provider Services Core Scope of Work Costs	**$**	**29,959,911.65**	

Schedule A - Provider Services Option A Scope of Work Costs			
Phase	**Cost**		**Instruction**
Provider Services Option A DDI	$	55,116.41	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	**$**	**55,116.41**	

Schedule A - Provider Services Option B Scope of Work Costs			
Phase	**Cost**		**Instruction**
Provider Services Option B DDI	$	563,310.00	Insert "Total DDI Costs" from Schedule H, Tab H-1
Provider Services Option B Operations	$	9,176,249.04	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	**$**	**9,739,559.04**	

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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					$0.00
Provider Maintenance					$0.00
Provider Self-Service Portal					$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				

**** 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				

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	
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	**$ -**

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	**$0.00**

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	**$0.00**

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	
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	**$0.00**

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Provider Services Schedule E - Resource Hourly Rates

Schedule E - Resource Hourly Rates		
Type of resource	Phases	
	DDI and Certification	Operations
Account Executive	$113.00	$119.01
Advanced Business Analyst	$90.68	$94.42
Advanced Developer	$90.68	$94.42
Advanced Project Manager	$90.68	$94.42
Advanced Tester	$101.28	$105.46
Developer	$90.68	$94.42
Sr. Account Security Officer	$113.00	$117.65
Sr. Architect	$113.00	$117.65
Sr. Business Analyst	$113.00	$117.65
Sr. Developer	$113.00	$117.65
Sr. Project/Program Manager	$113.00	$117.65
Tester	$47.50	$49.46
Call Center Rep	$34.78	$36.22
Provider Enrollment Clerk	$34.78	$36.22
Sr Provider Enrollment Lead	$42.53	$44.29
Trainer	$60.55	$63.04
Site Representative	$60.55	$63.04
Sr. ITO Delivery Lead	$138.05	$143.74
Sr. ITO Technology Lead	$125.20	$130.36
Sr. ITO Services Lead	$138.05	$143.74

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

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	
Median Providers:		No Variable Pricing in Group 1				-		-				-				-
			Monthly	Annual												
	Base Cost Amount	Variable Rate	Variable Cost	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	$ 5,118,913.01	N/A	N/A	N/A	$ 13.0761	$ -	$ 14.5767	$ -	$ 15.1348	$ -	$ 14.4187	$ -	$ 13.8094	$ -	$ 14.1207	$ -
Core DDI Costs:	$ 5,118,913.01			$ -		$ -		$ -		$ -		$ -		$ -		$ -

Total Core DDI Costs: $ 5,118,913.01

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:
Year 1 Variable Rate:
Variable Rate Factor Group 2-7:

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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		
Median 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	$ 238,103.91	$ 2,857,246.92	N/A	N/A	N/A	$ 1.0096	$ -	$ -	$ 1.1507	$ -	$ -	$ 1.1768	$ -	$ -	$ 1.0668	$ -	$ -	$ 0.9052	$ -	$ -	$ 0.9061	$ -	$ -
Operations Year 2	$ 227,492.33	$ 2,729,907.96	N/A	N/A	N/A	$ 1.0103	$ -	$ -	$ 1.1613	$ -	$ -	$ 1.1868	$ -	$ -	$ 1.0754	$ -	$ -	$ 0.9106	$ -	$ -	$ 0.9085	$ -	$ -
Operations Year 3	$ 223,931.87	$ 2,687,182.44	N/A	N/A	N/A	$ 1.0352	$ -	$ -	$ 1.1853	$ -	$ -	$ 1.2068	$ -	$ -	$ 1.0955	$ -	$ -	$ 0.9273	$ -	$ -	$ 0.9237	$ -	$ -
Operations Year 4	$ 222,038.82	$ 2,664,465.84	N/A	N/A	N/A	$ 1.0571	$ -	$ -	$ 1.2077	$ -	$ -	$ 1.2296	$ -	$ -	$ 1.1147	$ -	$ -	$ 0.9433	$ -	$ -	$ 0.9386	$ -	$ -
Operations Optional Year 5	$ 221,489.98	$ 2,657,879.76	N/A	N/A	N/A	$ 1.0779	$ -	$ -	$ 1.2296	$ -	$ -	$ 1.2503	$ -	$ -	$ 1.1340	$ -	$ -	$ 0.9594	$ -	$ -	$ 0.9539	$ -	$ -
Operations Optional Year 6	$ 226,824.29	$ 2,721,891.48	N/A	N/A	N/A	$ 1.0861	$ -	$ -	$ 1.2441	$ -	$ -	$ 1.2658	$ -	$ -	$ 1.1494	$ -	$ -	$ 0.9723	$ -	$ -	$ 0.9673	$ -	$ -
Operations Optional Year 7	$ 231,279.79	$ 2,775,357.48	N/A	N/A	N/A	$ 1.0968	$ -	$ -	$ 1.2602	$ -	$ -	$ 1.2826	$ -	$ -	$ 1.1658	$ -	$ -	$ 0.9860	$ -	$ -	$ 0.9814	$ -	$ -
Operations Optional Year 8	$ 236,640.93	$ 2,839,691.16	N/A	N/A	N/A	$ 2.0375	$ -	$ -	$ 1.2755	$ -	$ -	$ 1.2990	$ -	$ -	$ 1.1819	$ -	$ -	$ 0.9996	$ -	$ -	$ 0.9955	$ -	$ -
Operations Optional Year 9	$ 242,281.30	$ 2,907,375.60				$ 2.0571	$ -	$ -	$ 1.2911	$ -	$ -	$ 1.3156	$ -	$ -	$ 1.1982	$ -	$ -	$ 1.0133	$ -	$ -	$ 1.0099	$ -	$ -
Core Operations Costs:		$ 24,840,998.64			$ -			$ -			$ -			$ -			$ -			$ -			$ -

Total Core Operations Costs: $ 24,840,998.64

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:
Year 1 Variable Rate:
Variable Rate Factor Group 2-7:

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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:	$ 111.0687	$ -	$ 111.0687	$ -	$ 111.0687	$ -	$ 111.0687	$ -	$ 111.0687	$ -	$ 111.0687	$ -	$ 111.0687	$ -
Core DDI Enhancement Pool Hour Costs:		$ -		$ -		$ -		$ -		$ -		$ -		$ -

Total Core DDI Ehancement 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:
Year 1 Hourly Rate:
Variable Rate Factor Group 2-7:

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:	$ 111.8462	$ -	$ 111.8462	$ -	$ 111.8462	$ -	$ 167.7693	$ -	$ 167.7693	$ -	$ 167.7693	$ -	$ 167.7693	$ -
Operations Year 2:	$ 113.1300	$ -	$ 113.1324	$ -	$ 113.1324	$ -	$ 169.6986	$ -	$ 169.6986	$ -	$ 169.6986	$ -	$ 169.6986	$ -
Operations Year 3:	$ 114.4300	$ -	$ 114.4334	$ -	$ 114.4334	$ -	$ 171.6501	$ -	$ 171.6501	$ -	$ 171.6501	$ -	$ 171.6501	$ -
Operations Year 4:	$ 115.7500	$ -	$ 115.7494	$ -	$ 115.7494	$ -	$ 173.6241	$ -	$ 173.6241	$ -	$ 173.6241	$ -	$ 173.6241	$ -
Operations Optional Year 5:	$ 117.0800	$ -	$ 117.0805	$ -	$ 117.0805	$ -	$ 175.6208	$ -	$ 175.6208	$ -	$ 175.6208	$ -	$ 175.6208	$ -
Operations Optional Year 6:	$ 118.4300	$ -	$ 118.4269	$ -	$ 118.4269	$ -	$ 177.6404	$ -	$ 177.6404	$ -	$ 177.6404	$ -	$ 177.6404	$ -
Operations Optional Year 7:	$ 119.7900	$ -	$ 119.7888	$ -	$ 119.7888	$ -	$ 179.6833	$ -	$ 179.6833	$ -	$ 179.6833	$ -	$ 179.6833	$ -
Operations Optional Year 8:	$ 121.1700	$ -	$ 121.1664	$ -	$ 121.1664	$ -	$ 181.7497	$ -	$ 181.7497	$ -	$ 181.7497	$ -	$ 181.7497	$ -
Operations Optional Year 9:	$ 122.5600	$ -	$ 122.5598	$ -	$ 122.5598	$ -	$ 183.8398	$ -	$ 183.8398	$ -	$ 183.8398	$ -	$ 183.8398	$ -
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:
Year 1 Hourly Rate:
Variable Rate Factor Group 2-7:

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	
Median Providers:		No Variable Pricing in Group 1				-				-		-		-		-
			Monthly	Annual												
	Base Cost Amount	Variable Rate	Variable Cost	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	$ 55,116.41	N/A	N/A	N/A	$ 0.1837	$ -	$ 0.1837	$ -	$ 0.1837	$ -	$ 0.1837	$ -	$ 0.1837	$ -	$ 0.1837	$ -
Option A DDI Costs:	$ 55,116.41			$ -		$ -		$ -		$ -		$ -		$ -		$ -

Total Option A DDI Costs: $ 55,116.41

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:
Year 1 Variable Rate:
Variable Rate Factor Group 2-7:

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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		-
Median 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	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Year 2	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Year 3	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Year 4	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Optional Year 5	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Optional Year 6	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Optional Year 7	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Optional Year 8	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Optional Year 9	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Option A Operations Costs:		$ -			$ -			$ -			$ -			$ -			$ -			$ -			$ -

Total Option A Operations Costs: $ -

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 5/1/2018:	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:	0.00%
Year 1 Variable Rate:	$ -
Variable Rate Factor Group 2-7:	1

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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	
	-	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:	$ 111.0680	$ -	$ 111.0680	$ -	$ 111.0680	$ -	$ 111.0680	$ -	$ 111.0680	$ -	$ 111.0680	$ -	$ 111.0680	$ -
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:
Year 1 Hourly Rate:
Variable Rate Factor Group 2-7:

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*		*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*
Operations Year 1:	$ 111.8462	$ -	$ 111.8462	$ -	$ 111.8462	$ -	$ 111.8462	$ -	$ 111.8462	$ -	$ 111.8462	$ -	$ 111.8462	$ -
Operations Year 2:	$ 113.1300	$ -	$ 113.1324	$ -	$ 113.1324	$ -	$ 113.1324	$ -	$ 113.1324	$ -	$ 113.1324	$ -	$ 113.1324	$ -
Operations Year 3:	$ 114.4300	$ -	$ 114.4334	$ -	$ 114.4334	$ -	$ 114.4334	$ -	$ 114.4334	$ -	$ 114.4334	$ -	$ 114.4334	$ -
Operations Year 4:	$ 115.7500	$ -	$ 115.7494	$ -	$ 115.7494	$ -	$ 115.7494	$ -	$ 115.7494	$ -	$ 115.7494	$ -	$ 115.7494	$ -
Operations Optional Year 5:	$ 117.0800	$ -	$ 117.0805	$ -	$ 117.0805	$ -	$ 117.0805	$ -	$ 117.0805	$ -	$ 117.0805	$ -	$ 117.0805	$ -
Operations Optional Year 6:	$ 118.4300	$ -	$ 118.4269	$ -	$ 118.4269	$ -	$ 118.4269	$ -	$ 118.4269	$ -	$ 118.4269	$ -	$ 118.4269	$ -
Operations Optional Year 7:	$ 119.7900	$ -	$ 119.7888	$ -	$ 119.7888	$ -	$ 119.7888	$ -	$ 119.7888	$ -	$ 119.7888	$ -	$ 119.7888	$ -
Operations Optional Year 8:	$ 121.1700	$ -	$ 121.1664	$ -	$ 121.1664	$ -	$ 121.1664	$ -	$ 121.1664	$ -	$ 121.1664	$ -	$ 121.1664	$ -
Operations Optional Year 9:	$ 122.5600	$ -	$ 122.5598	$ -	$ 122.5598	$ -	$ 122.5598	$ -	$ 122.5598	$ -	$ 122.5598	$ -	$ 122.5598	$ -
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 6/1/2016:	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:
Year 1 Hourly Rate:
Variable Rate Factor Group 2-7:

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	
Median 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	$ 563,310.00	N/A	N/A	N/A	$ 1.8777	$ -	$ 1.4083	$ -	$ 1.1971	$ -	$ 1.0774	$ -	$ 1.0559	$ -	$ 1.0348	$ -
Option B DDI Costs:	$ 563,310.00			$ -		$ -		$ -		$ -		$ -		$ -		$ -

Total Option B DDI Costs: $ 563,310.00

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:
Year 1 Variable Rate:
Variable Rate Factor Group 2-7:

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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		-
Median 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	$ 81,131.34	$ 973,576.08	N/A	N/A	N/A	$ 3.0540	$ -	$ -	$ 2.7402	$ -	$ -	$ 2.3359	$ -	$ -	$ 1.9440	$ -	$ -	$ 1.9120	$ -	$ -	$ 1.8960	$ -	$ -
Operations Year 2	$ 82,064.35	$ 984,772.20	N/A	N/A	N/A	$ 2.2873	$ -	$ -	$ 2.5238	$ -	$ -	$ 2.1228	$ -	$ -	$ 1.7086	$ -	$ -	$ 1.7003	$ -	$ -	$ 1.6938	$ -	$ -
Operations Year 3	$ 83,008.09	$ 996,097.08	N/A	N/A	N/A	$ 2.3162	$ -	$ -	$ 2.1889	$ -	$ -	$ 1.8643	$ -	$ -	$ 1.5553	$ -	$ -	$ 1.5466	$ -	$ -	$ 1.5406	$ -	$ -
Operations Year 4	$ 83,962.68	$ 1,007,552.16	N/A	N/A	N/A	$ 2.3510	$ -	$ -	$ 2.2094	$ -	$ -	$ 1.8786	$ -	$ -	$ 1.5642	$ -	$ -	$ 1.5552	$ -	$ -	$ 1.5496	$ -	$ -
Operations Optional Year 5	$ 84,928.25	$ 1,019,139.00	N/A	N/A	N/A	$ 2.3937	$ -	$ -	$ 2.2505	$ -	$ -	$ 1.9131	$ -	$ -	$ 1.5932	$ -	$ -	$ 1.5838	$ -	$ -	$ 1.5781	$ -	$ -
Operations Optional Year 6	$ 85,904.92	$ 1,030,859.04	N/A	N/A	N/A	$ 2.4401	$ -	$ -	$ 2.2927	$ -	$ -	$ 1.9484	$ -	$ -	$ 1.6227	$ -	$ -	$ 1.6131	$ -	$ -	$ 1.6071	$ -	$ -
Operations Optional Year 7	$ 86,892.83	$ 1,042,713.96	N/A	N/A	N/A	$ 2.4896	$ -	$ -	$ 2.3362	$ -	$ -	$ 1.9849	$ -	$ -	$ 1.6529	$ -	$ -	$ 1.6429	$ -	$ -	$ 1.6368	$ -	$ -
Operations Optional Year 8	$ 87,892.10	$ 1,054,705.20	N/A	N/A	N/A	$ 2.5346	$ -	$ -	$ 2.3807	$ -	$ -	$ 2.0220	$ -	$ -	$ 1.6837	$ -	$ -	$ 1.6734	$ -	$ -	$ 1.6671	$ -	$ -
Operations Optional Year 9	$ 88,902.86	$ 1,066,834.32				$ 2.5881	$ -	$ -	$ 2.4260	$ -	$ -	$ 2.0600	$ -	$ -	$ 1.7151	$ -	$ -	$ 1.7045	$ -	$ -	$ 1.6980	$ -	$ -
Option B Operations Costs:		$ 9,176,249.04			$ -			$ -			$ -			$ -			$ -			$ -			$ -

Total Option B Operations Costs: $ 9,176,249.04

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:
Year 1 Variable Rate:
Variable Rate Factor Group 2-7:

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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:	$ 92.4098	$ -	$ 92.4098	$ -	$ 92.4098	$ -	$ 92.4098	$ -	$ 92.4098	$ -	$ 92.4098	$ -	$ 92.4098	$ -
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:	
Year 1 Hourly Rate:	
Variable Rate Factor Group 2-7:	

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*		*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*
Operations Year 1:	$ 93.0567	$ -	$ 93.0567	$ -	$ 93.0567	$ -	$ 93.0567	$ -	$ 93.0567	$ -	$ 93.0567	$ -	$ 93.0567	$ -
Operations Year 2:	$ 94.1300	$ -	$ 94.1269	$ -	$ 94.1269	$ -	$ 94.1269	$ -	$ 94.1269	$ -	$ 94.1269	$ -	$ 94.1269	$ -
Operations Year 3:	$ 95.2100	$ -	$ 95.2094	$ -	$ 95.2094	$ -	$ 95.2094	$ -	$ 95.2094	$ -	$ 95.2094	$ -	$ 95.2094	$ -
Operations Year 4:	$ 96.3000	$ -	$ 96.3043	$ -	$ 96.3043	$ -	$ 96.3043	$ -	$ 96.3043	$ -	$ 96.3043	$ -	$ 96.3043	$ -
Operations Optional Year 5:	$ 97.4100	$ -	$ 97.4118	$ -	$ 97.4118	$ -	$ 97.4118	$ -	$ 97.4118	$ -	$ 97.4118	$ -	$ 97.4118	$ -
Operations Optional Year 6:	$ 98.5300	$ -	$ 98.5320	$ -	$ 98.5320	$ -	$ 98.5320	$ -	$ 98.5320	$ -	$ 98.5320	$ -	$ 98.5320	$ -
Operations Optional Year 7:	$ 99.6600	$ -	$ 99.6651	$ -	$ 99.6651	$ -	$ 99.6651	$ -	$ 99.6651	$ -	$ 99.6651	$ -	$ 99.6651	$ -
Operations Optional Year 8:	$ 100.8100	$ -	$ 100.8112	$ -	$ 100.8112	$ -	$ 100.8112	$ -	$ 100.8112	$ -	$ 100.8112	$ -	$ 100.8112	$ -
Operations Optional Year 9:	$ 101.9700	$ -	$ 101.9705	$ -	$ 101.9705	$ -	$ 101.9705	$ -	$ 101.9705	$ -	$ 101.9705	$ -	$ 101.9705	$ -
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:	1.15%
Year 1 Hourly Rate:	$ 93.06
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.

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THE STATE OF MONTANA
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

AMENDMENT NO. 2 TO MASTER AGREEMENT # 18091790040
Amendment to Gainwell Technologies Master Agreement for Provider Services

□

□□□□A□ □□□□ □□□□ □□□□(“Amendment”) modifies, to the extent specified below, the □□□□ □□□□□□□□□□□□□□□□ □□□□□A□□□□□ □□□□□□□□□□□□□□□□□(the “Contract”) for the □□□□□□□□□ □□□□□□□□□□□□□□□□□

[illegible]

24.8.6 Nondiscrimination Against Firearms Entities/Trade Associations [illegible]

APPENDIX C - ATTACHMENT F Requirements Response Matrix, [illegible] *The struck through requirements are formally removed from the scope and replaced with the replacement requirement number and requirement descriptions):*

Req ID	Requirement Description
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible] • Adherence to the State's requirements outlined in the "Security and Privacy Controls [illegible] • Compliance with the Centers for Medicare and Medicaid Services (CMS) Acceptable [illegible]

Req ID	Requirement Description
	• Data center physical security; • Network segmentation • Application security and data sensitivity classification, including Protected Health [illegible] • End [illegible] • Identification and prevention of the use of prohibited functions, ports, protocols, and [illegible] • Network, firewall, server and other security [illegible] • Intrusion detection and prevention; • Network scanning tools; • Host hardening; • Internet filtering; • Remote access; • Encryption of data at rest and in transit; • User authentication and directory services; • Interfaces and exchange of data with external entities; • System penetration testing; • Management of operating system and security patches; • Anti [illegible] • Assessment and testing of system and code modifications; and • Allowable internal and external communication protocols. • Compliance with the Federal Risk and Authorization Management Program (FedRAMP) [illegible] A [illegible] A [illegible] at a "moderate" system risk [illegible] • Compliance with Statement on Standards for Attestation Engagements (SSAE [illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

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Req ID	Requirement Description
	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Req ID	Requirement Description
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

[illegible]

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[illegible]

[illegible]

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

DocuSigned by:
Rebecca de Camara 5/28/2025
4199A8B71A6E474...

Signed by:
Charles Brereton 5/30/2025
F85D511C51B4408...

DocuSigned by:
Carrie Albro 5/27/2025
EB17B5BD9AD949B...

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, OFFICE OF LEGAL AFFAIRS

DocuSigned by:
Mark Prichard 5/23/2025
6EA698E1E676459...

MONTANA DEPARTMENT OF ADMINISTRATION, STATE PROCUREMENT SERVICES DIVISION

Signed by:
Nolan Harris 5/23/2025
B31066F651454E1...

Contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology or any statewide IT policy or standard.

BY: DocuSigned by: Kevin Gilbertson 2D9081032F49415... *Date:* 5/23/2025

Kevin Gilbertson, State Chief Information Officer

ITPR# 13201_202557113244

CONTRACTOR

Signed by:
Mark Knickrehm 5/30/2025
9513761EE1E840A...

Exhibit 2 – Negotiated Commonwealth IT Contract Terms and Conditions, DHS Addendum, and Audit Clause

IT CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS.

(a) Agency. The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this Contract, that entity shall also be identified as "Agency."

(b) Commonwealth. The Commonwealth of Pennsylvania.

(c) Contract. The participating addendum consisting of the integrated documents as defined in **Section 11, Order of Precedence**.

(d) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

(e) Data. Any recorded information, regardless of the form, the media on which it is recorded or the method of recording.

(f) Days. Calendar days, unless specifically indicated otherwise.

(g) Developed Works. All of the fully or partially complete property, whether tangible or intangible prepared by the Contractor for ownership by the Commonwealth in fulfillment of the requirements of this Contract, including but not limited to: documents; sketches; drawings; designs; works; papers; files; reports; computer programs; documentation; data; records; software; samples; literary works and other works of authorship. Developed Works include all material necessary to exercise all attributes of ownership or of the license granted in **Section 46, Ownership of Developed Works**. Developed Works exclude property that was developed prior to the Effective Date, except property previously paid for by the federal government.

(h) Documentation. All materials required to support and convey information about the Services or Supplies required by this Contract, including, but not limited to: written reports and analyses; diagrams maps, logical and physical designs; system designs; computer programs; flow charts; and disks and/or other machine-readable storage media.

(i) Expiration Date. The last valid date of the Contract, as indicated in the Contract documents to which these IT Contract Terms and Conditions are attached.

(j) Master Agreement. The provider services module contract between the Contractor and the Montana Department of Public Health and Human Services (contract no. 18091790040), which is part of the National Association of State Procurement Officials ValuePoint® cooperative purchasing program.

(k) Purchase Order. Written authorization for Contractor to proceed to furnish Supplies or Services.

(l) Proposal. Contractor's response to a Solicitation issued by the Issuing Agency, as accepted by the Commonwealth.

(m) Services. All Contractor activity necessary to satisfy the Contract.

(n) Software. A collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

(o) Solicitation. A document issued by the Commonwealth to procure Services or Supplies, e.g., Request for Proposal; Request for Quotation; Supplier Pricing Request; or Invitation for Bid, including all attachments and addenda thereto.

(p) Supplies. All tangible and intangible property including, but not limited to, materials and equipment provided by the Contractor to satisfy the Contract.

2. TERM OF CONTRACT.

(a) Term. The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

(b) Effective Date. The Effective Date shall be one of the following:

(i) the date the Contract has been fully executed by the Contractor and all approvals required by Commonwealth contracting procedures have been obtained; or

(ii) the date stated in the Contract, whichever is later.

3. COMMENCEMENT OF PERFORMANCE.

(a) General. The Contractor shall not commence performance and the Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred, until both of the following have occurred:

(i) the Effective Date has occurred; and

(ii) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer.

(b) Prohibition Prior to Effective Date. No Commonwealth employee has the authority to verbally direct the commencement of any Service or delivery of any Supply under this Contract prior to the date performance may commence. The Contractor hereby waives any claim or cause of action for any Service performed or Supply delivered prior to the date performance may commence.

4. EXTENSION OF CONTRACT TERM.

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to **three months** upon the same terms and conditions.

5. ELECTRONIC SIGNATURES.

(a) The Contract and/or Purchase Orders may be electronically signed by the Commonwealth.

(i) *Contract*. "Fully Executed" at the top of the first page of the Contract output indicates that the signatures of all the individuals required to bind the Commonwealth to the terms of the Contract have been obtained. If the Contract output form does not have "Fully Executed" at the top of the first page, the Contract has not been fully executed.

(ii) *Purchase Orders*. The electronically-printed name of the Purchasing Agent on the Purchase Order indicates that all approvals required by Commonwealth contracting procedures have been obtained.

(b) The Commonwealth and the Contractor specifically agree as follows:

(i) *Written signature not required.* No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

(ii) *Validity; admissibility*. The parties agree that no writing shall be required in order to make the Contract or Purchase Order legally binding, notwithstanding contrary requirements in any law or regulation. The parties hereby agree not to contest the validity or enforceability of the Contract executed electronically, or acknowledgement issued electronically, under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement executed or issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or

acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

(c) Verification. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

6. PURCHASE ORDERS.

(a) Purchase Orders. The Commonwealth may issue Purchase Orders against the Contract or issue a Purchase Order as the Contract. These Purchase Orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to, and including, the Expiration Date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

(b) Electronic transmission. Purchase Orders may be issued electronically. The electronic transmission of a Purchase Order shall require acknowledgement of receipt of the transmission by the Contractor.

(c) Receipt. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of a Purchase Order.

(d) Received next business day. Purchase Orders received by the Contractor after 4 p.m. will be considered received the following business day.

(e) [Reserved.]

7. CONTRACT SCOPE.

The Contractor agrees to furnish the requested Services and Supplies to the Commonwealth as such Services and Supplies are defined in this Contract.

8. ACCESS TO COMMONWEALTH FACILITIES.

If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access.

9. NON-EXCLUSIVE CONTRACT.

The Commonwealth reserves the right to purchase Services and Supplies within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

10. INFORMATION TECHNOLOGY POLICIES.

(a) General. The Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (located at https://www.oa.pa.gov/Policies/Pages/itp.aspx), including the Digital Accessibility Policy. The Contractor shall ensure that Services and Supplies procured under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, and the Commonwealth requests that the Contractor comply with the changed standard, then any incremental costs incurred by the Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

(b) Waiver. The Contractor may request a waiver from an Information Technology Policy (ITP) by providing detailed written justification as to why the ITP cannot be met. The Commonwealth may waive the ITP in whole, in part or conditionally, or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.

11. ORDER OF PRECEDENCE.

If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be:

(a) The documents containing the parties' signatures;

(b) The IT Contract Terms and Conditions;

(c) The Solicitation;

(d) The Proposal; and

(e) The Master Agreement.

12. CONTRACT INTEGRATION.

(a) Final contract. This Contract constitutes the final, complete, and exclusive Contract between the parties, containing all the terms and conditions agreed to by the parties.

(b) Prior representations. All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.

(c) Conditions precedent. There are no conditions precedent to the performance of this Contract except as expressly set forth herein.

(d) Sole applicable terms. No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.

(e) Other terms unenforceable. The Contractor may not require the Commonwealth or any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services and/or Supplies, unless the Commonwealth has approved the terms in writing in advance under this Contract, and the terms are consistent with this Contract. Further, changes to terms may be accomplished only by processes set out in this Contract; no quotations, invoices, business forms or other documentation, or terms referred to therein, shall become part of this Contract merely by their submission to the Commonwealth or their ordinary use in meeting the requirements of this Contract. Any terms imposed upon the Commonwealth or a user in contravention of this subsection (e) must be removed at the direction of the Commonwealth and shall not be enforced or enforceable against the Commonwealth or the user.

13. PERIOD OF PERFORMANCE.

The Contractor, for the term of this Contract, shall complete all Services and provide all Supplies as specified under the terms of this Contract. In no event shall the Commonwealth be responsible or liable to pay for any Services or Supplies provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such Services or Supplies.

14. INDEPENDENT PRIME CONTRACTOR.

(a) Independent contractor. In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.

(b) Sole point of contact. The Contractor will be responsible for all Services and Supplies in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15. SUBCONTRACTS.

The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

16. OTHER CONTRACTORS.

Refer to section 4.9 of the Master Agreement.

17. ENHANCED MINIMUM WAGE.

(a) Enhanced Minimum Wage. Contractor shall pay no less than $15.00 per hour to its employees for all hours worked directly performing the services called for in this contract/lease, and for an employee's hours performing ancillary services necessary for the performance of the services or lease when the employee spends at least 20% of their time performing ancillary services in a given work week.

(b) Adjustment. Beginning July 1, 2023, and annually thereafter, the minimum wage rate will be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The Commonwealth will publish applicable adjusted amount in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

(c) Exceptions. These Enhanced Minimum Wage Provisions do not apply to employees

(i) Exempt from minimum wage under the Minimum Wage Act of 1968;

(ii) covered by a collective bargaining agreement;

(iii) required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or

(iv) required to be paid a higher wage under any state or local policy or ordinance.

(d) Notice. The Contractor shall: (1) post this Enhanced Minimum Wage Provision for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) for the entire period of the contract, provide electronic notice of this clause to its employees not less than annually.

(e) Records. Contractor must maintain and, upon request and within the time periods requested by the Commonwealth, provide to the Commonwealth all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

(f) Sanctions. Contractor's failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but are not limited to, termination of the contract or lease, nonpayment, debarment, or referral to the Office of General Counsel for appropriate civil or criminal referral.

(g) Subcontractors. The Contractor shall include these Enhanced Minimum Wage Provisions in its subcontracts under this contact or lease to ensure that these provisions are binding on its subcontractors.

18. COMPENSATION.

(a) General. The Contractor shall be required to perform at the price(s) quoted in the Contract. All items shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and Services performed to the satisfaction of the Commonwealth.

(b) Travel. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract. If not otherwise specified in the Contract, travel and related expenses shall be reimbursed in accordance with Management Directive 230.10 Amended, *Commonwealth Travel Policy*, and Manual 230.1, *Commonwealth Travel Procedures Manual*.

19. BILLING REQUIREMENTS.

(a) Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

(i) Vendor name and "Remit to" address, including SAP Vendor number;

(ii) Bank routing information, if ACH;

(iii) SAP Purchase Order number;

(iv) Delivery Address, including name of Commonwealth agency;

(v) Description of the supplies/services delivered in accordance with SAP Purchase Order (include Purchase Order line number if possible);

(vi) Quantity provided;

(vii) Unit price;

(viii) Price extension;

(ix) Total price; and

(x) Delivery date of supplies or services.

(b) If an invoice does not contain the minimum information set forth in this section, and comply with the provisions located at https://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx, relating to the Commonwealth E-Invoicing Program, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

20. PAYMENT.

(a) Payment Date. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:

(i) the date on which payment is due under the terms of the Contract;

(ii) **30 days** after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or

(iii) the payment date specified on the invoice if later than the dates established by paragraphs (a)(i) and (a)(ii), above.

(b) Delay; Interest. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within **15 days** after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act of December 13, 1982, P.L. 1155, No. 266, 72 P. S. § 1507, (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40 (relating to interest penalties for late payments to qualified small business concerns).

(c) Payment should not be construed by the Contractor as acceptance of the Service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.

21. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS.

(a) Payment Method. The Commonwealth shall make contract payments through the Automated Clearing House (ACH). Within ten days of award of the contract or

purchase order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).

(b) Unique Identifier. The Contractor must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Contractor's unique invoice number on its ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.

(c) ACH Information in SRM. The Contractor shall ensure that the ACH information contained in SRM is accurate and complete. The Contractor's failure to maintain accurate and complete information may result in delays in payments.

22. ASSIGNABILITY.

Refer to section 24.2 of the Master Agreement

23. INSPECTION AND ACCEPTANCE.

Refer to section 7.3 of the Master Agreement.

24. DEFAULT.

The Commonwealth may, subject to the provisions of **Section 25, Notice of Delays**, and **Section 66, Force Majeure**, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in **Section 23, Termination, of the Master Agreement)** the whole or any part of this Contract for any of the reasons set forth in the Master Agreement.

25. NOTICE OF DELAYS.

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an extension of the delivery schedule is granted, it will be done consistent with **Section 27, Changes**.

26. CONDUCT OF SERVICES.

(a) Following the Effective Date of the Contract, Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

(b) In determining whether the Contractor has performed with due diligence under the Contract, it is agreed and understood that the Commonwealth may measure the amount and quality of the Contractor's effort against the representations made in the Contractor's Proposal. The Contractor's Services hereunder shall be monitored by the Commonwealth and the Commonwealth's designated representatives. If the Commonwealth reasonably determines that the Contractor has not performed with due diligence, the Commonwealth and the Contractor will attempt to reach agreement with respect to such matter. Failure of the Commonwealth or the Contractor to arrive at such mutual determinations shall be a dispute concerning a question of fact within the meaning of **Section 30, Contract Controversies**.

27. CHANGES.

(a) Change orders will be evidenced by a writing in accordance with the Commonwealth's change order procedures. No work may begin on the change order until the Contractor has received the executed change order. If the parties are not able to agree upon the necessary changes to the Contract, a Commonwealth-initiated change request will be implemented at Commonwealth's option and the Contractor shall perform the Services; and either party may elect to have the matter treated as a dispute between the parties under **Section 30, Contract Controversies**. During the pendency of any such dispute, Commonwealth shall pay to Contractor any undisputed amounts.

(b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed.

28. TERMINATION.

(a) For Convenience. Refer to Section 23.6 of the Master Agreement.

(b) Non-Appropriation. Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance or full performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract in whole or in part. The Contractor shall be reimbursed in the same manner as that described in subsection (a) to the extent that appropriated funds are available.

(c) Default. Refer to section 23.6 of the Master Agreement.

(d) Termination Disputes. Following exhaustion of the Contractor's administrative remedies as set forth in **Section 30, Contract Controversies**, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims. Failure to agree on any termination costs will be a dispute handled in accordance with **Section 31, Contract Controversies**, of this Contract.

29. BACKGROUND CHECKS.

(a) The Contractor, at its expense, must arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth Data or Commonwealth facilities (including leased facilities or facilities owned by third parties but utilized by the Commonwealth), either through on-site access or through remote access. Background checks shall be conducted via the Request for Criminal Record Check for in-state Contractor employees or via a criminal background check through the appropriate State Agency for the out of state Contractor employees. The background check shall be conducted prior to initial access by the Contractor employee and annually thereafter.

(b) Before the Commonwealth permits access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that an employee of the Contractor or an employee of a subcontractor of the Contractor has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to cure any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

(c) The Commonwealth specifically reserves the right of the Commonwealth to conduct or require background checks over and above that described herein.

30. CONTRACT CONTROVERSIES.

(a) Pursuant to Section 1712.1 of the *Commonwealth Procurement Code,* 62 Pa. C.S. § 1712.1, in the event of a claim arising from the Contract or a purchase order, the Contractor, within **six months** after the cause of action accrues, must file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor

fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within **60 days** thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, https://www.pa.gov/agencies/ogc/services-provided-to-agencies-home/mediation-home.

(b) If the Contractor or the Contracting Officer requests mediation, and the other party agrees, the Contracting Officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required **120 days** after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the Contracting Officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the purchasing agency.

(c) Within **15 days** of the mailing date of the determination denying a claim or within **135 days** of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract or Purchase Order in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract or Purchase Order.

31. CONFIDENTIALITY, PRIVACY AND COMPLIANCE.

(a) General. Unless the context otherwise clearly indicates the need for confidentiality, information is deemed confidential only when the party claiming confidentiality designates the information as "confidential" in such a way as to give notice to the other party (for example, notice may be communicated by describing the information, and the specifications around its use or disclosure, in the Solicitation or in the Proposal). Neither party may assert that information owned by the other party is such party's confidential information. Notwithstanding the foregoing, all Data provided by, or collected, processed, or created on behalf of the Commonwealth is Confidential Information unless otherwise indicated in writing.

(b) Copying; Disclosure; Termination. The parties agree that confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by

confidentiality requirements no less restrictive than those set forth herein. Each copy of confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon expiration or termination of this Contract or any license granted hereunder, the receiving party will return to the disclosing party, or certify as to the destruction of, all confidential information in the receiving party's possession, other than one copy (where permitted by law or regulation), which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions. A material breach of these requirements may result in termination for default pursuant to **Subsection 28(c)**, in addition to other remedies available to the non-breaching party.

(c) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this section do not apply to information:

(i) already known to the recipient at the time of disclosure other than through the contractual relationship;

(ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;

(iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;

(iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or

(v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(d) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

(i) Prepare and submit an un-redacted version of the appropriate document;

(ii) Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret. The Contractor shall use a redaction program that ensures the information is permanently and irreversibly redacted; and

(iii) Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:

a. the attached material contains confidential or proprietary information or trade secrets;

b. the Contractor is submitting the material in both redacted and un-redacted format, if possible, in accordance with 65 P.S. § 67.707(b); and

c. the Contractor is requesting that the material be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

(e) Disclosure of Recipient or Beneficiary Information Prohibited. The Contractor shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under the Contract for any purpose not connected with the Contractor's responsibilities, except with consent pursuant to applicable law or regulations. All material associated with direct disclosures of this kind (including the disclosed information) shall be provided to the Commonwealth prior to the direct disclosure.

(f) Compliance with Laws. Contractor will comply with all applicable laws or regulations related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the *Health Insurance Portability and Accountability* Act (HIPAA). Contractor shall comply with **Exhibit A, *Commonwealth of Pennsylvania Business Associate Agreement***.

(g) Additional Provisions. Additional privacy and confidentiality requirements may be specified in the Contract.

(h) Restrictions on Use. All Data and all intellectual property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be used only for the work of this Contract. No Data, intellectual property, Documentation or Developed Works may be used, disclosed, or otherwise opened for access by or to the Contractor or any third party unless directly related to and necessary under the Contract.

32. PCI SECURITY COMPLIANCE.

(a) General. By providing the Services under this Contract, the Contractor may create, receive, or have access to credit card records or record systems containing cardholder data including credit card numbers (collectively the "Cardholder Data"). Contractor shall comply with the Payment Card Industry Data Security Standard ("PCI DSS") requirements for Cardholder Data that are prescribed by the payment brands (including, but not limited to, Visa, MasterCard, American Express, and

Discover), as they may be amended from time to time. The Contractor acknowledges and agrees that Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as specifically agreed to by the payment brands, for purposes of this Contract or as required by applicable law or regulations.

(b) Compliance with Standards. The Contractor shall conform to and comply with the PCI DSS standards as defined by The PCI Security Standards Council at: https://listings.pcisecuritystandards.org/pci_security/. The Contractor shall monitor these PCI DSS standards and will promptly notify the Commonwealth if its practices should not conform to such standards. The Contractor shall provide a letter of certification to attest to meeting this requirement within **seven days** of the Contractor's receipt of the annual PCI DSS compliance report.

(c) Applicability. This section applies only to the extent the Contract expressly requires the Contractor to create, receive, or have access to Cardholder Data.

33. DATA BREACH OR LOSS.

(a) The Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act,* 73 P.S. §§ 2301—2330. Further, to the extent the Contractor maintains, stores, or manages computerized data on behalf of the Commonwealth that constitutes personal information, as defined in the *Breach of Personal Information Notification Act,* the Contractor shall comply with the then current version of the following IT Policies (ITPs): Data Classification Policy, IT Security Incident Reporting Policy, and Encryption Policy.

(b) For Data and Confidential Information in the possession, custody, and control of the Contractor or its employees, agents, and/or subcontractors:

(i) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information ("Incident") to the Commonwealth within **24 hours** of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.

(ii) The Contractor shall provide timely notice to all individuals that may require notice under any applicable law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.

(iii) The Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.

(c) As to Data and Confidential Information fully or partially in the possession, custody, or control of the Contractor and the Commonwealth, the Contractor shall diligently perform all of the duties required in this section in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

34. INSURANCE.

Refer to section 18 of the Mater Agreement.

35. CONTRACTOR RESPONSIBILITY.

(a) Definition. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

(b) Contractor Representations.

(i) The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.

(ii) The Contractor represents that as of the date of its execution of this contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

(c) Notification. The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

(d) Default. The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.

(e) Reimbursement. The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

(f) Suspension and Debarment List. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at http://www.emarketplace.state.pa.us and clicking the Debarment list tab.

36. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS.

The Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor, or its subsidiaries, owed to the Commonwealth against any payments due the Contractor under any contract between the Commonwealth and Contractor.

37. TAXES-FEDERAL, STATE AND LOCAL.

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-7400001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

38. LIMITATION OF LIABILITY.

(a) General. The limitation set forth in paragraph 22.2 of the Master Agreement will apply, except as otherwise stated in this section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to any damages:

(i) for bodily injury;

(ii) for death;

(iii) for gross negligence or intentional or willful misconduct;

(iv) for damage to real property or tangible personal property for which the Contractor is legally liable;

(v) under **Section 42, Patent, Copyright, Trademark and Trade Secret Protection**;

(vi) under **Section 33, Data Breach or Loss**; or

(vii) under **Section 41, Virus, Malicious, Mischievous or Destructive Programming**.

(b) The Contractor will not be liable for consequential, lost profits, lost revenue, or incidental damages, except for damages as set forth in **paragraphs (a)(i)—(vii)** above, or as otherwise specified in the Contract.

39. INDEMNIFICATION.

(a) Contractor Obligations. The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.

(b) Commonwealth Attorneys Act. The Commonwealth shall provide the Contractor with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

(c) Settlement. Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

40. SOVEREIGN IMMUNITY.

No provision of this Contract may be construed to waive or limit the sovereign immunity of the Commonwealth of Pennsylvania or its governmental sub-units.

41. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING.

(a) The Contractor shall be liable for any damages incurred by the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

(b) The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).

(c) In the event of destruction or modification of Software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.

(d) The Contractor shall be responsible for reviewing Commonwealth software security standards and complying with those standards.

(e) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide Services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.

(f) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the

Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.

(g) The Commonwealth will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

42. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET PROTECTION.

(a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, trademarks or trade dress, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P.S. § 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, however, in its sole discretion and under the terms it deems appropriate, may delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement that prevents the Commonwealth from continuing to use the Developed Works as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor, at its expense, will provide whatever cooperation OAG requests in the defense of the suit.

(b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade dress, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.

(c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

(d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, trademark or trade dress, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense:

(i) substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs; or

(ii) obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.

(e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.

(f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:

(i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;

(ii) any license fee less an amount for the period of usage of any software; and

(iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.

(g) Notwithstanding the above, the Contractor shall have no obligation for:

(i) modification of any product, service, or deliverable provided by the Commonwealth;

(ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;

(iii) use of the product, service, or deliverable in other than its specified operating environment;

(iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;

(v) infringement of a non-Contractor product alone;

(vi) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or

(vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.

(h) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

43. CONTRACT CONSTRUCTION.

The provisions of this Contract shall be construed in accordance with the provisions of all applicable laws and regulations of the Commonwealth. However, by executing this Contract, the Contractor agrees that it has and will continue to abide by the intellectual property laws and regulations of the United States of America.

44. USE OF CONTRACTOR AND THIRD PARTY PROPERTY.

Refer to section 8 of the Master Agreement.

45. USE OF COMMONWEALTH PROPERTY.

"Commonwealth Property" refers to Commonwealth-owned Software, Data and property (including intellectual property) and third party owned Software and property (including intellectual property) licensed to the Commonwealth.

(a) Confidentiality of Commonwealth Property. All Commonwealth Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be considered confidential information under **Section 31, Confidentiality, Privacy, and Compliance**.

(b) License grant and restrictions. During the term of this Contract, Commonwealth grants to Contractor and its subcontractors for the limited purpose of providing the

Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to access, use, reproduce, and modify Commonwealth Property in accordance with the terms of the Contract. The Commonwealth's license to Contractor is limited by the terms of this Contract.

(i) The Contractor hereby assigns to the Commonwealth its rights, if any, in any derivative works resulting from Contractor's modification of the Commonwealth Intellectual Property. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the *Copyright Act of 1976,* as amended.

(ii) Neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Intellectual Property. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this section.

(c) Reservation of rights. All rights not expressly granted here to Contractor are reserved by the Commonwealth.

(d) Termination of Commonwealth license grant.

(i) *Rights Cease*. Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor under this section shall immediately cease.

(ii) *Return Commonwealth Property*. Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Intellectual Property (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination (except that Commonwealth Data shall be turned over in a form acceptable to the Commonwealth).

(iii) *List of utilized Commonwealth Property/Destruction*. Within **15 days** after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Intellectual Property in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.

(e) Effect of license grant termination. Consistent with the provisions of this section, Contractor shall refrain from manufacturing, copying, marketing, distributing or using any Commonwealth Software or any other work which incorporates the Commonwealth Software.

(f) Commonwealth Property Protection.

(i) Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Data, Commonwealth Software and the Developed Works developed under the provisions of this Contract, and Contractor shall not, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Data, Commonwealth Software or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason.

(ii) Contractor shall not, in any manner, represent that Contractor has any ownership interest in the Commonwealth Data, Commonwealth Software or the Developed Works.

46. OWNERSHIP OF DEVELOPED WORKS.

Refer to section 9 of the Master Agreement.

47. SOURCE CODE AND ESCROW ITEMS OBLIGATIONS.

Refer to section 7.8 of the Master Agreement.

48. CONTRACTOR HOSTED SECURITY, LOCATION, STATUS AND DISPOSITION OF DATA.

Unless the Solicitation specifies otherwise:

(i) All Data must be stored within the United States;

(ii) The Contractor shall be responsible for maintaining the privacy, security and integrity of Data in the Contractor's or its subcontractors' possession;

(iii) All Data shall be provided to the Commonwealth upon request, in a form acceptable to the Commonwealth and at no cost;

(iv) Any Data shall be destroyed by the Contractor at the Commonwealth's request;

(v) Any Data shall be held for litigation or public records purposes by the Contractor at the Commonwealth's request, and in accordance with the security, privacy and accessibility requirements of this Contract; and

(vi) The Contractor shall comply with the provisions set forth in **Exhibit B, Requirements for Non-Commonwealth Hosted Applications/Services**.

49. PUBLICATION RIGHTS AND/OR COPYRIGHTS.

(a) Except as otherwise provided in the Contract, the Contractor shall not publish any of the results of the work without the written permission of the Commonwealth. The publication shall include the following statement: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Commonwealth of Pennsylvania." The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commonwealth with written permission of the copyright owner.

(b) Except as otherwise provided in the Contract, the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

50. CHANGE IN CONTRACTOR'S OWNERSHIP.

In the event that the Contractor should change ownership, the Commonwealth shall have the exclusive option of:

(i) continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for the full remaining term of this Contract;

(ii) continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for such period of time as is necessary to replace the products, materials, reports, studies, or computer programs; or

(iii) immediately terminating this Contract.

51. OFFICIALS NOT TO BENEFIT.

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Contract shall participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Contract or the proceeds thereof.

52. COMPLIANCE WITH LAWS.

Refer to sections 11.9, 24.7, and 24.8 of the Master Agreement.

53. AMERICANS WITH DISABILITIES ACT.

(a) No Exclusion. Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.

(b) Compliance. For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.

(c) Indemnification. The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

54. EXAMINATION OF RECORDS.

Refer to sections 4.7 and 4.8 of the Master Agreement.

55. SINGLE AUDIT ACT OF 1984.

In compliance with the *Single Audit Act of 1984*, as amended, the Contractor agrees to the following:

(a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in the most current version of *Government Auditing Standards* (Yellow Book).

(b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, as amended, 31 U.S.C. § 7501, *et seq*., and all rules and regulations promulgated pursuant to the Act.

(c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.

(d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*, as amended.

56. AGENCY-SPECIFIC SENSITIVE AND CONFIDENTIAL COMMONWEALTH DATA (IF APPLICABLE).

(a) Contractor understands that its level of access may allow or require it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws, regulations and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of the Supplies or Services, the Contractor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth agency, including but not limited to, as necessary, HIPAA Business Associate Agreements. This sign-off document, a sample of which is attached as **Exhibit C, Sample Sign-off Document**, will include a description of the nature of the data which may be implicated based on the nature of the Contractor's access, and will incorporate the Business Associate Agreement if it is applicable.

(b) The Contractor hereby certifies and warrants that, after being informed by the Commonwealth agency of the nature of the data which may be implicated and prior to the deployment of the Supplies or Services, the Contractor is and shall remain compliant with all applicable state and federal laws, regulations and policies regarding the data's protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract.

(c) This section does not require a Commonwealth agency to exhaustively list the laws, regulations or policies to which implicated data is subject; the Commonwealth agency is obligated only to list the nature of the data implicated by the Contractor's access, to refer the Contractor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with applicable laws, regulations and policies.

(d) The requirements of this section are in addition to and not in lieu of other requirements of this Contract, its Exhibits, Appendices and Attachments, having to do with data privacy and security, including but not limited to the requirement that the Contractor comply with all applicable Commonwealth ITPs, which can be found at https://www.pa.gov/agencies/oa/policies/it-policies.

(e) Contractor shall conduct additional background checks, in addition to those required in **Section 29, Background Checks**, as may be required by a Commonwealth agency in its sign-off documents. The Contractor shall educate

and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Contract. The Contractor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

57. FEDERAL REQUIREMENTS.

If applicable, the Contractor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Supplies and Services. This sign-off document, in addition to any applicable requirements of **Section 56, Agency-Specific Sensitive and Confidential Commonwealth Data**, will include a description of the required federal provisions, along with the applicable forms necessary for the Contractor and/or Software Licensor to execute, as necessary. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract. A sample sign-off document is attached to these Terms as **Exhibit C, Sample Sign-off Document**.

58. ADDITIONAL FEDERAL PROVISIONS.

Additional contract provisions may be incorporated into this Contract pursuant to federal law, regulation or policy.

59. ENVIRONMENTAL PROTECTION.

In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law,* Act of June 22, 1937 (P.L. 1987, No. 394), as amended, 35 P.S. §§ 691.1—691.801; the *Solid Waste Management Act,* Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. §§ 6018.101—68.1003; and the *Dam Safety and Encroachment Act,* Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. §§ 693.1—693.27.

60. NONDISCRIMINATION/SEXUAL HARASSMENT.

(a) Representations. The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

(b) Nondiscrimination/Sexual Harassment Obligations. The Contractor shall not:

(i) in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(ii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.

(iii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.

(iv) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.

(v) in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

(c) Establishment of Contractor Policy. The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

(d) Notification of Violations. The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of

the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

(e) Cancellation or Termination of Contract. The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

(f) Subcontracts. The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

61. CONTRACTOR INTEGRITY.

(a) Definitions. For purposes of these Contractor Integrity Provisions, the following definitions apply:

(i) "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

(ii) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

(iii) "Contractor Related Parties" means any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.

(iv) "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

(v) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The

exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.

(vi) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

(b) Representations and Warranties.

(i) Contractor Representation and Warranties. The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:

a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
b. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
c. had any business license or professional license suspended or revoked;
d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
e. been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

(ii) Contractor Explanation. If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the contract.

(iii) Further Representations. By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents that it has not violated any of these Contractor Integrity Provisions during the term of the contract.

(iv) Notice. The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due

to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.

(c) Contractor Responsibilities. During the term of this contract, the Contractor shall:

(i) maintain the highest standards of honesty and integrity.

(ii) take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.

(iii) establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.

(iv) not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.

(v) not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest. The Contractor must disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

(vi) comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.

(vii) comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.

(viii) immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

(d) Investigations. If a State Inspector General investigation is initiated, the Contractor shall:

(i) reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

(ii) cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions and make identified Contractor employees available for interviews at reasonable times and places.

(iii) upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. This information may include, but is not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.

(e) Termination. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or contract.

(f) Subcontracts. The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

62. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS.

Refer to section 24.1 of the Master Agreement.

63. WARRANTIES.

(a) Disruption. The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that, directly or indirectly, may cause a disruption of the Commonwealth's operations.

(b) Nonconformity. In the event of any nonconformity with the foregoing warranties and the warranties set forth in section 11 of the Master Agreement, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within **ten days'** notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the Service requirements and/or the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of:

(i) Modifications to Developed Works made by the Commonwealth;

(ii) Use of the Developed Works not in accordance with the documentation or specifications applicable thereto;

(iii) Failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor;

(iv) Combination of the Developed Works with any items not supplied or approved by the Contractor; or

(v) Failure of any software licensed under a separate license agreement to conform to its specifications or documentation.

(c) Industry standards. The Contractor hereby represents and warrants to the Commonwealth that the Services shall be performed in accordance with industry standards using the utmost care and skill.

(d) [Reserved.]

(e) Sole warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

64. LIQUIDATED DAMAGES.

(a) [Reserved.]

(b) The amount of liquidated damages shall be as set out in the Master Agreement and Solicitation. If not amount is set out in the Master Agreement or Solicitation, the amount of liquidated damages for failure to meet a due date shall be three-tenths of a percent **(.3%)** of the price of the deliverable for each calendar day following the scheduled completion date. If the price of the deliverable associated with the missed due date is not identified, liquidated damages shall apply to the total value of the Contract. Liquidated damages shall be assessed each calendar day until the date on which the Contractor meets the requirements for the deliverable associated with the due date, up to a maximum of **30 days**. If indicated in the Contract, the Contractor may recoup all or some of the amount of liquidated damages assessed if the Contractor meets the final project completion date set out in the Contract.

(c) If, at the end of the **30-day** period specified in subsection (b) above, the Contractor still has not met the requirements for the deliverable associated with the due date, then the Commonwealth, at no additional expense and at its option, may either:

(i) Immediately terminate the Contract in accordance with **Subsection 28(c)** and with no opportunity to cure; or

(ii) Order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commonwealth or until the Commonwealth terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.

(d) Refer to section 16.1.3 of the Master Agreement for deductions of liquidated damages.

65. SERVICE LEVELS AND PERFORMANCE STANDARDS.

(a) Refer to section 11.10 of the Master Agreement for compliance with Performance Standards.

(b) Where there are expressly defined Service Levels and Performance Standards, Contractor shall measure and report its performance against these standards on at least a monthly basis, except as may otherwise be agreed between the parties. Regardless of the presence or absence of expressly defined Service Levels and Performance Standards, any failure to adequately or timely perform a Service may result in consequences under this Contract, up to and including Contract termination.

(c) The Commonwealth's acceptance of any financial credit incurred by the Contractor in favor of the Commonwealth for a Service Level or Performance Standard default

("Service Level Credit") shall not bar or impair Commonwealth's rights and remedies in respect of the failure or root cause as set forth elsewhere in this Contract, including without limitation other claims for liquidated damages, injunctive relief and termination rights; provided however, Service Level Credits paid would be credited against any such claims for damages.

66. FORCE MAJEURE.

(a) Refer to section 24.17 of the Master Agreement for the Force Majeure provision.

(b) The Contractor shall notify the Commonwealth orally within **five days** and in writing within **ten days** of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

(c) In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract.

67. PUBLICITY/ADVERTISEMENT

Refer to section 24.24.7 of the Master Agreement.

68. TERMINATION ASSISTANCE.

(a) Refer to section 23.9.3.1 of the Master Agreement for termination and expiration procedures.

(b) Termination assistance services shall first be rendered using resources included within the fees for the Services, provided that the use of such resources shall not adversely impact the level of service provided to the Commonwealth; then by resources already included within the fees for the Services, to the extent that the Commonwealth permits the level of service to be relaxed; and finally, using additional resources at costs determined by the Parties via **Section 27, Changes**.

69. NOTICE.

Refer to section 24.23 of the Master Agreement.

70. RIGHT-TO-KNOW LAW.

(a) Applicability. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.

(b) Contractor Assistance. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall provide to the Commonwealth:

(i) access to, and copies of, any document or information in the Contractor's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and

(ii) any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.

(c) Trade Secret or Confidential Proprietary Information. If the Contractor considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.

(d) Reimbursement.

(i) Commonwealth Reimbursement. If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

(ii) Contractor Reimbursement. The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.

(e) Challenges of Commonwealth Release. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.

(f) Waiver. As between the parties, the Contractor waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

(g) Survival. The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

71. APPLICABLE LAW AND FORUM.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

72. CONTROLLING TERMS AND CONDITIONS.

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's website, quotations, invoices, business forms, click-through agreements, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor, and not binding on the Commonwealth.

73. POST-CONSUMER RECYCLED CONTENT; RECYCLED CONTENT ENFORCEMENT.

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

74. WORKER PROTECTION AND INVESTMENT.

(a) The Contractor shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

(i) Construction Workplace Misclassification Act;

(ii) Employment of Minors Child Labor Act;

(iii) Minimum Wage Act;

(iv) Prevailing Wage Act;

(v) Equal Pay Law;

(vi) Employer to Pay Employment Medical Examination Fee Act;

(vii) Seasonal Farm Labor Act;

(viii) Wage Payment and Collection Law;

(ix) Industrial Homework Law;

(x) Construction Industry Employee Verification Act;

(xi) Act 102: Prohibition on Excessive Overtime in Healthcare;

(xii) Apprenticeship and Training Act; and

(xiii) Inspection of Employment Records Law.

75. SURVIVAL.

The following Sections and any right or obligation of the parties in this Contract which, by its express terms or nature and context is intended to survive termination or expiration of this Contract, will survive any such termination or expiration shall survive the expiration or termination of the Contract.

(a) Section 11 (Order of Precedence);
(b) Section 30 (Contract Controversies);
(c) Section 31 (Confidentiality, Privacy and Compliance);
(d) Section 33 (Data Breach or Loss);

(e) Section 37 (Taxes-Federal, State and Local);
(f) Section 38 (Limitation of Liability);
(g) Section 39 (Indemnification);
(h) Section 41 (Virus, Malicious, Mischievous or Destructive Programming);
(i) Section 42 (Patent, Copyright, Trademark and Trade Secret Protection);
(j) Section 45 (Use of Commonwealth Property);
(k) Section 46 (Ownership of Developed Works);
(l) Section 47 (Source Code and Escrow Items Obligations);
(m) Section 48 (Contractor Hosted Security, Location, Status and Disposition Of Data);
(n) Section 49 (Publication Rights and/or Copyrights);
(o) Section 52 (Compliance with Laws);
(p) Section 54 (Examination of Records);
(q) Section 55 (Single Audit Act of 1984);
(r) Section 56 (Agency-Specific Sensitive and Confidential Commonwealth Data (If Applicable));
(s) Section 63 (Warranties);
(t) Section 67 (Publicity/Advertisement);
(u) Section 69 (Notice);
(v) Section 70 (Right-to-Know-Law);
(w) Section 71 (Applicable Law and Forum); and
(x) Section 75 (Survival).

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA
BUSINESS ASSOCIATE AGREEMENT

Health Insurance Portability and Accountability Act (HIPAA) Compliance

The Department of Human Services (Covered Entity) and the **Contractor (Business Associate)**, intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191 (HIPAA), the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, as amended, Title XIII of Division A and Title IV of Division B of the *American Recovery and Reinvestment Act of 2009* (ARRA), as amended, Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164), as amended, 42 C.F.R. §§ 431.301—431.302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa. C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, the Pennsylvania *Breach of Personal Information Notification Act*, as amended, 73 P.S. §§ 2301—2329, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance; and

Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be handled, used or disclosed only in accordance with this Business Associate Agreement (BAA), the Underlying Agreement and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.

(a) "**Business Associate**" has the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.

(b) "**Business Associate Agreement**" or "**BAA**" means this Agreement.

(c) "**Covered Entity**" has the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.

(d) "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended, Pub. L. No. 104-191.

Classified as Internal

(e) "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health (HITECH) Act, as amended, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).

(f) "**Privacy Rule**" means the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.

(g) "**Protected Health Information**" or "**PHI**" has the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule (all as amended) and agency guidance. PHI also includes all information that can be used to identify a current or former applicant or recipient of benefits or services of Covered Entity or Covered Entity's contractors or business associates.

(h) "**Security Rule**" means the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.

(i) "**Underlying Agreement**" means the contract between the Covered Entity and the Business Associate resulting from PA RFQ No. 01-23 and any purchase orders issued pursuant to the contract.

(j) "**Unsecured PHI**" means PHI that is not secured through the use of a technology or methodology as specified in HITECH Act regulations, as amended, and agency guidance or as otherwise defined in the HITECH Act, as amended.

2. Changes in Law.

Business Associate shall comply with any changes in the HIPAA Rules by the compliance date established by any such changes and shall provide the Covered Entity with written certification of such compliance.

3. Stated Purposes for Which Business Associate May Use or Disclose PHI.

Except as otherwise limited in this BAA, Business Associate shall be permitted to use or disclose PHI provided by or obtained by or obtained on behalf of Covered Entity to perform those functions, activities, or services for, or on behalf of, Covered Entity which are specified in Appendix A to this BAA, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. Business Associate agrees to make uses, disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.

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4. Additional Purposes for Which Business Associate May Use or Disclose Information.

Business Associate shall not use or disclose PHI provided by, or created or obtained on behalf of, Covered Entity for any other purposes. Business Associate shall not use PHI to de-identify the information in accordance with 45 CFR § 164.514 (a)—(c) without the Covered Entity's express written authorization(s). Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5. Business Associate Obligations.

(a) **Limits on Use and Further Disclosure Established by Business Associate Agreement and Law**. Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of, Covered Entity shall not be further used or disclosed other than as permitted or required by BAA or as required by law.

(b) **Appropriate Safeguards**. Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this BAA that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity as required by Subpart C of 45 CFR Part 164. Appropriate safeguards shall include but are not limited to implementing:

(i) administrative safeguards required by 45 CFR § 164.308;

(ii) physical safeguards as required by 45 CFR § 164.310;

(iii) technical safeguards as required by 45 CFR § 164.312; and

(iv) policies and procedures and document requirements as required by 45 CFR § 164.316.

(c) **Training and Guidance**. Business Associate shall provide annual training to relevant contractors, Subcontractors, employees, agents and representatives on how to prevent the improper use or disclosure of PHI. Business Associate shall also comply with annual guidance on the most effective and appropriate technical safeguards issued by the Secretary of Health and Human Services.

(d) **Reports of Improper Use or Disclosure or Breach**. Business Associate hereby agrees that it shall notify the Covered Entity's Chief Security Officer within **two days** of discovery of any use or disclosure of PHI not provided for or allowed by this BAA, including breaches of unsecured PHI as required by 45 CFR § 164.410. Such notification shall be written and shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the improper use or

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disclosure or Breach. Business Associate shall furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 CFR § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the **first day** on which it is known to the Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.

(e) Business Associate agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives shall receive training on Business Associate's procedure for compliance with the HIPAA Rules. Business Associate Agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information in a manner not provided for in this BAA, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives are sanctioned or prevented from accessing any PHI Business Associate receives from, or creates or receives on behalf of Covered Entity. Use or disclosure of PHI in a manner contrary to the terms of this BAA shall constitute a material breach of the Underlying Agreement.

(f) **Contractors, Subcontractors, Agents and Representatives**. In accordance with 45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2), if applicable, ensure that any contractors, subcontractors, agents and representatives that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. The existence of any contractors, subcontractors, agents and representatives shall not change the obligations of Business Associate to the Covered Entity under this BAA.

(g) **Reports of Security Incidents**. Business Associate hereby agrees that it shall notify, in writing, the Department's Chief Security Officer within **two days** of discovery of any Security Incident at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available.

(h) **Right of Access to PHI**. Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within **five business days** of receiving a written request from the Covered Entity or an authorized individual in accordance with the HIPAA Rules. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be

Classified as Internal

provided in standard hard copy. If any individual requests from Business Associate or its contractors, subcontractors, agents or representatives, access to PHI, Business Associate shall notify Covered Entity of same within **five business days**. Business Associate shall further conform with and meet all of the requirements of 45 CFR § 164.524.

(i) **Amendment and Incorporation of Amendments**. Within **five business days** of receiving a request from Covered Entity or from the individual for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available to the Covered Entity and incorporate the amendment to enable Covered Entity to comply with 45 CFR § 164.526. If any individual requests an amendment from Business Associate or its contractors, subcontractors, agents or representatives, Business Associate shall notify Covered Entity of same within **five business days**.

(j) **Provide Accounting of Disclosures**. Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR § 164.528. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date which is **six years** prior to the request. Business Associate shall make such record available to the individual or the Covered Entity within **ten business days** of a request for an accounting of disclosures and in accordance with 45 CFR § 164.528.

(k) **Requests for Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business Associate shall otherwise comply with the Privacy Rules, as amended, and other applicable statutory and regulatory requirements and agency guidance.

(l) **Access to Books and Records**. Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, created or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity and the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules.

(m) **Return or Destruction of PHI**. At termination of this BAA, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this BAA. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this BAA to limit any further use or

Classified as Internal

disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.

(n) **Maintenance of PHI**. Notwithstanding Subsection 5(m) of this BAA, Business Associate and its contractors, subcontractors, agents and representatives shall retain all PHI throughout the term of the Underlying Agreement and shall continue to maintain the information required under Subsection 5(j) of this BAA for a period of **six years** after termination of the Underlying Agreement, unless Covered Entity and Business Associate agree otherwise.

(o) **Mitigation Procedures**. Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the HIPAA Rules. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or the Privacy Rule.

(p) **Sanction Procedures**. Business Associate agrees that it shall develop and implement a system of sanctions for any contractor, Subcontractor, employee, agent and representative who violates this BAA or the HIPAA Rules.

(q) **Application of Civil and Criminal Penalties**. All Civil and Criminal Penalties under the HIPAA Rules shall apply to Business Associate's violation of any provision contained in the HIPAA Rules.

(r) **Breach Notification**. Business Associate shall comply with the Breach notification requirements of 45 CFR Part 164. In the event of a Breach requiring indemnification in accordance with Subsection 5(w), below, Covered Entity may elect to directly comply with Breach notification requirements or require Business Associate to comply with all Breach notifications requirements of 45 CFR Part 164 on behalf of Covered Entity. If Covered Entity requires Business Associate to comply with Breach notification requirements, Business Associate shall provide Covered Entity with a detailed weekly, written report, starting one week following discovery of the Breach. The report shall include, at a minimum, Business Associate's progress regarding Breach notification and mitigation of the Breach. If Covered Entity elects to directly meet the requirements of 45 CFR Part 164, Business Associate shall be financially responsible to Covered Entity for all resulting costs and fees incurred by Covered Entity, including, but not limited to, labor, materials, or supplies. Covered Entity may at its sole option:

(i) Offset amounts otherwise due and payable to Business Associate under the Underlying Agreement; or

Classified as Internal

(ii) Seek reimbursement of or direct payment to a third party of Covered Entity's costs and fees incurred under this subsection.

Business Associate shall make payment to Covered Entity (or a third party as applicable) within **30 days** from the date of Covered Entity's written notice to Business Associate.

(s) **Grounds for Breach**. Any non-compliance by Business Associate with this BAA or the HIPAA Rules will automatically be considered to be a breach of the Underlying Agreement.

(t) **Termination by Commonwealth**. Business Associate authorizes termination of this BAA or Underlying Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion that the Business Associate has violated a material term of this BAA.

(u) **Failure to Perform Obligations**. In the event Business Associate including its contractors, Subcontractors, agents and representatives fails, to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable law.

(v) **Privacy Practices**. The Covered Entity will provide, and Business Associate shall immediately begin using and/or distributing to clients, any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date of this BAA, or as otherwise designated by the Program or Covered Entity. The Covered Entity retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than **45 days** from the date of notice of the change.

(w) **Indemnification**. Business Associate shall indemnify, defend and hold harmless Covered Entity from and all claims and actions, whether in law or equity, resulting from Business Associate's Breach or other violation of the HIPAA Rules (this includes but is not limited to Breach and violations by Business Associate's contractors, subcontractors, employees, agents and representatives). Additionally, Business Associate shall reimburse Covered Entity for any civil monetary penalties imposed on Covered Entity as a result of a Breach or violation cognizable under this subsection 5(w).

6. Obligations of Covered Entity.

Classified as Internal

(a) **Provision of Notice of Privacy Practices**. Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § 164.520 (Appendix A to this BAA), as well as changes to such notice.

(b) **Permissions**. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) **Restrictions**. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7. Survival.

The requirements, rights and obligations created by this BAA shall survive the termination of the Underlying Agreement.

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Appendix A to Exhibit A,
Commonwealth of Pennsylvania Business Associate Agreement

Permitted Purposes for the Creation, Receipt, Maintenance, Transmission, Use and/or Disclosure of Protected Health Information

1. Purpose of Disclosure of PHI to Business Associate: To allow Business Associate to meet the requirements of the Underlying Agreement.

2. Information to be disclosed to Business Associate: Information necessary to perform the tasks and requirements set forth in the Underlying Agreement.

3. Use Shall Effectuate Purpose of Underlying Agreement: Business Associate may use and disclose PHI to the extent contemplated by the Underlying Agreement, and as permitted by law with Commonwealth approval.

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EXHIBIT B

Requirements for Non-Commonwealth Hosted Applications/Services

The purpose of this Attachment is to define requirements for business or technology solutions and services procured by the Commonwealth that are hosted within the Service Organization (Contractor's) or its Subservice Organization(s) (subcontractors) managed infrastructure. Any reference to Contractor below applies to Contractor and its subcontractors.

A. Hosting Requirements

1. The Contractor shall supply and maintain all hosting equipment (hardware and software) required for the delivery of the computing services.

2. The Contractor shall provide secure access to users leveraging the principle of least privilege and delegating administration to the Commonwealth where possible.

3. The Contractor shall use commercially reasonable resources and efforts to maintain adequate network bandwidth and server capacity to meet expected service levels.

4. The Contractor shall maintain all components of the Contractor hosted solution with commercially reasonable support and replace as necessary to maintain compliance.

5. The Contractor shall monitor, prevent, and deter unauthorized system access. The Contractor shall use all commercially reasonable methods to confirm suspected breaches. In the event of any impermissible disclosure, unauthorized loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure of such Confidential Information. The Contractor shall provide the Commonwealth with any requested logs, reports, and other information concerning unauthorized access or disclosure of Commonwealth data, including any mitigation efforts by Contractor. Any such information provided by Contractor shall be treated as confidential. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the Contractor shall comply with state and federal data breach notification statutes and regulations, and shall report security incidents to the Commonwealth within **24 hours** of when the Contractor has reasonable confirmation of such unauthorized access, use, release, or disclosure of data.

6. In the event the Contractor is not in compliance with **Section B System and Organization Controls (SOC) Reporting Requirements** relating to the hosted system's data center locations and security architecture, the Contractor shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, and with

Classified as Internal

at least **ten business days'** notice, to review the hosted system's data center locations and security architecture.

7. The Contractor's employees or subcontractors, who are directly responsible for day-to-day monitoring and maintenance of the hosted system, shall have industry standard certifications applicable to the environment and system architecture used.

8. The Contractor shall house all servers and equipment in an operational environment that meets industry standards including, but not limited to, climate control, fire and security hazard detection and response, electrical needs, and physical security.

9. The Contractor shall examine applicable system and error logs, which should include, but not be limited to, security events. Such logs shall be examined on a continual basis, at least daily, to minimize and predict system problems and initiate appropriate action.

10. The Contractor shall update and patch all applicable systems and third-party software security configurations to reduce security risk in alignment with industry best practices beginning prior to service release and on an ongoing basis.

11. During the term of the contract, the Contractor shall provide or make available all Commonwealth data to the Commonwealth, at no cost and upon request in a format and method agreeable to both parties. If the parties are unable to reach an agreement regarding format or method, data shall be provided in an industry standard format and method.

B. System and Organization Controls (SOC) Reporting Requirements

1. Subject to this section and unless otherwise agreed to in writing by the Commonwealth, the Contractor shall, and shall require its subcontractors to, engage, on an annual basis, a CPA certified third-party auditing firm to conduct the following, as applicable:

   (i) a SOC 1 Type II report with respect to controls used by the Contractor relevant to internal and external procedures and systems that process Commonwealth financial transactions; and

   (ii) a SOC 2 Type II report with respect to controls used by the Contractor relevant to internal and external procedures and systems that access, process, host or contain Commonwealth Data designated as Class "C" Classified Records or Closed Records, as defined in the Commonwealth's Data Classification Policy, or in compliance with mandates by federal or state audit requirements and/or policy.

Classified as Internal

The Contractor shall receive and review their subcontractor's relevant SOC reports, and the Contractor shall provide the Commonwealth with a Letter of Attestation that includes an analysis of their subcontractor's SOC report.

2. Unless otherwise agreed to in writing by the Commonwealth, the Contractor's SOC Report(s) shall be provided upon contract execution and annually thereafter. While it is preferable that SOC Reports coincide with Pennsylvania's fiscal year (July 1 through June 30), SOC Reports, at the very least, must cover at least **six consecutive months** of Pennsylvania's fiscal year.

3. SOC 2 Type II reports shall address the following:

   (i) Security of Information and Systems;
   (ii) Availability of Information and Systems;
   (iii) Processing Integrity;
   (iv) Confidentiality; and
   (v) Privacy.

4. At the request of the Commonwealth and at Contractor's expense, the Contractor shall, and shall require its subcontractors, as applicable, to complete a SOC for Cybersecurity audit in the event:

   (i) Reoccurring findings in any SOC report required by subsection 1 above; or

   (ii) A cybersecurity incident or breach that impacts the Commonwealth has occurred and was not handled in accordance with Contractor's Incident Response Plan (IRP) including, but not limited to, providing timely notice to the Commonwealth as required by Contract or applicable law; or

   (iii) As agreed upon by the parties.

   The SOC for Cybersecurity report shall detail the controls used by the Contractor or its subcontractor setting forth the description and effectiveness of the Contractor's or subcontractor's cybersecurity risk management program and the policies, processes and controls enacted to achieve each cybersecurity objective.

   The Contractor shall provide to the Commonwealth a report of the SOC for Cybersecurity audit findings within **60 days** of its completion.

5. Additional standards, certifications or audits as required by law shall be supported by Contractor as mutually agreed upon in writing by the parties.

6. The Contractor shall adhere to the then current American Institute of Certified Public Accountants (AICPA) audit standards. The Contractor acknowledges that the AICPA guidance may be updated during the Term of this Contract, and the

Classified as Internal

Contractor shall comply with such updates, which shall be reflected in the next annual SOC report.

7. In the event an audit reveals any non-conformity within Contractor's SOC Reports, the Contractor shall provide the Commonwealth, within **45 days** of the issuance of the SOC report, a documented corrective action plan that addresses each non-conformity that is identified within the SOC report, including any subcontractor's SOC report. The corrective action plan shall provide, in detail:

   (i) clear responsibilities of the personnel designated to resolve the non-conformity;
   (ii) the remedial action to be taken by the Contractor or its subcontractor(s);
   (iii) the dates when each remedial action is to be implemented; and
   (iv) a summary of potential risks or impacts to the Commonwealth that are associated with the non-conformity(ies).

8. The Commonwealth may in its sole discretion agree, in writing, to accept alternative security report in lieu of a SOC report.

C. Security Requirements

1. The Contractor shall conduct a third-party independent security/vulnerability assessment at its own expense no less frequently than on an annual basis.

2. The Contractor shall provide, at minimum, an executive summary of vulnerability assessment results to the Commonwealth upon request. Summary shall include, at minimum, scan date, identified vulnerabilities, severity classification, and remediation status.

(y)

3. The Contractor shall remediate any security/vulnerability assessment findings to align with the industry standards.

4. The Contractor shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.

5. The Contractor shall use industry best practices to secure access to public web interfaces, which shall include, but is not limited to, web application firewall (WAF) for services that handle non-public Commonwealth records.

6. The Contractor shall use industry best practices to provide applicable system intrusion detection and prevention in order to detect intrusions in a timely manner.

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7. The Contractor shall use industry best practices, such as those outlined in NIST 800-83, to provide appropriate exploit and malware controls, on all servers, endpoints, and network components.

8. The Contractor shall provide access to provided systems and services and/or Commonwealth data only to staff located within CONUS (any of the Continental United States and Hawaii). Access shall be based on the principle of least privilege.

9. The Contractor shall provide the services using security technologies and techniques in accordance with industry best practices including, but not limited to, the prevention and detection of intrusions, and any other inappropriate use or access of systems and networks.

10. The Contractor shall provide the Commonwealth with access to audit logs with respect to the services being provided to the Commonwealth within 24 hours of a written request from the Commonwealth's Enterprise Information Security Office.

D. Data Protection

1. The Contractor shall only host, handle, and process data in physical locations within CONUS.

2. The Contractor shall use industry best practices to protect their operational systems with applicable anti-virus, intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.

3. The Contractor shall be solely responsible for applicable data storage required.

4. The Contractor shall encrypt all Commonwealth data in transit and at rest. The Contractor's method of data encryption shall meet or exceed National Institute Standards and Technology (NIST) encryption guidelines and standards in alignment with Commonwealth ITPs.

5. The Contractor shall take all commercially viable and appropriate measures to protect the data availability including, but not limited to, real-time replication, traditional backup, and/or georedundant storage of Commonwealth data in accordance with industry best practices and encryption techniques.

6. The Contractor shall have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, to protect that data particularly in instances where such critical or sensitive data may be stored on a Contractor-controlled or Contractor-owned electronic device.

Classified as Internal

7. The Contractor shall utilize a secured backup solution to prevent loss of data. Stored backups must be kept in an all-hazards protective storage environment at the primary location and any additional locations where the data is being maintained. All back up data and media shall be encrypted.

E. Adherence to Policy

1. The Contractor support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for classification of each problem.

2. The Contractor shall abide by the Commonwealth's Information Technology Policies (https://www.pa.gov/agencies/oa/policies/it-policies) that are applicable to the products and services provided, as set forth within the responsibilities section of each ITP.

3. The Contractor shall comply with all pertinent federal and state regulations and laws, including but not limited to, data protections, data security, privacy, and data breach notification.

F. Closeout

When the purchase order's or other procurement document's term expires or terminates, and a new purchase order or other procurement document has not been issued by a Commonwealth Agency within **60 days** of expiration or termination, or at any other time at the written request of the Commonwealth, the Contractor must promptly return to the Commonwealth all Commonwealth's data (and all copies of this information) that is in the Contractor's possession or control. The Commonwealth's data shall be returned in a format agreed to by the Commonwealth.

Upon confirmation that Commonwealth data is in possession or control of the Commonwealth, the Contractor shall ensure all residual user account(s) are promptly deleted or reset in the solution. The Contractor shall notify the Commonwealth within **ten business days** that all user account(s) have been deleted or reset.

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EXHIBIT C

Sign-Off Document No. ____, under Agreement No. _____
Between
[Contractor_____] and the Commonwealth of PA, [Agency]

[Contractor_____] Agency-level Deployment

This document becomes, upon its execution by the signatories named below, a legally valid, binding part of Agreement No. _____ between the Commonwealth and _____ (Contractor), and is subject to the terms of that Agreement.

1. Scope of Deployment (need not be entire agency):

2. Nature of Data implicated or potentially implicated:

3. Agency Policies to which Contractor is subject (incorporated by reference):

4. Background checks (describe if necessary):

5. Additional requirements (describe with specificity):

6. Is Contractor a Business Associate (yes or no)?

If yes, the attached Business Associates Agreement, as completed by the Agency, is applicable and is hereby incorporated into this Sign-Off Document by reference.

Agency Contact Person Signature and Date: _____

[Contractor_____]
Authorized Signatory and Date: _____

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DEPARTMENT OF HUMAN SERVICES ADDENDUM TO
IT CONTRACT TERMS AND CONDITIONS

A. DEFINITIONS

Capitalized terms used in this addendum that are not otherwise defined in these provisions have the meanings specified in the Contract to which they are attached.

For the purpose of this addendum, the following definitions apply:

"Commonwealth" means the Commonwealth of Pennsylvania.

"Contract" means the underlying agreement, including, but not limited to, a contract, grant agreement, lease, purchase order, cooperative agreement, intergovernmental agreement, or reimbursement agreement, between Contractor and the Commonwealth for the provision or performance of services, supplies, goods, leased space, construction, or other activity.

"Contractor" means any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction, or other activity, under a Contract with the Commonwealth.

"Department" or "DHS" mean the Department of Human Services.

B. APPLICABILITY

This addendum supplements the IT contract terms and conditions. Certain terms contained in this addendum may not be applicable to all the goods, supplies, services, leased space, construction, or other activity Contractor may furnish or perform through its Contract with the Department. These provisions apply only to the extent applicable to the services provided by Contractor pursuant to this Contract. These provisions, if applicable, apply to both the Contractor and any subcontractors providing Contract services.

C. CONFIDENTIALITY

The parties shall not use or disclose any information about a recipient of the services to be performed under this Contract for any purpose not connected with the parties' Contract responsibilities except in accordance with applicable state and federal law. If no state or federal law applies, the parties shall not disclose such information except with written consent of the recipient or the recipient's personal representative.

D. INFORMATION

During the period of this Contract, the Contractor shall make all information obtained by the Contractor through work on the project available to the Department immediately upon demand and in the manner requested by the Department. If requested, the Contractor shall deliver to the Department background material prepared or obtained by the Contractor incident to the performance of this Contract. "Background material" means original work, papers, notes, and drafts prepared by the Contractor to support the data and conclusions in final reports and other deliverables, and includes, but is not limited to, completed questionnaires, materials in electronic data processing form, computer programs, other printed materials, pamphlets, maps, drawings, and all data directly related to the services being rendered. Contractor's obligations under this provision will survive termination or expiration of the Contract, and will last as long as the information is retained.

E. CERTIFICATION AND LICENSING

Contractor shall obtain all necessary licenses, certifications, and permits from Federal, State, and Local authorities permitting it to carry out its activities under this Contract.

F. PROGRAM SERVICES

Definitions of service, eligibility of recipients of service, and other limitations in this Contract are subject to modification by amendments to Federal, State, and local laws, regulations, and program requirements without further notice to the Contractor.

G. CHILD PROTECTIVE SERVICE LAWS

In the event that the Contract calls for services for a child (or children) as defined in 23 Pa.C.S. § 6303, the Contractor shall comply with the provisions of the Child Protective Services Law (23 Pa.C.S. Ch. 63) and all associated regulations promulgated (55 Pa. Code Ch. 3490).

H. PRO-CHILDREN ACT

1. The Contractor shall comply with Public Law 103–227, Title X, Part C, also known as the Pro–Children Act of 1994 ("Act"), 20 U.S.C. § 7183, which imposes restrictions on smoking in facilities where certain federally-funded children's services are provided. The Act prohibits smoking within any indoor facility (or portion of such facility), whether owned, leased, or contracted for, that is used for the routine or regular provision of: (i) Kindergarten, elementary, or secondary education or library services; or (ii) health or day care services that are provided to children under the age of 18. The statutory prohibition also applies to indoor facilities that are constructed, operated, or maintained with Federal funds, whether directly or through State or local governments.

2. Federal funds include grants, cooperative agreements, loans or loan guarantees, and contracts. The Act does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for impatient drug and alcohol treatment, or facilities where Special Supplemental Nutrition Program for Women, Infants, and Children (commonly known as WIC) coupons are redeemed.

I. MEDICARE/MEDICAID REIMBURSEMENT

1. If services are furnished by the Contractor, subcontractors, or organizations related to the Contractor or its subcontractors, and such services may be claimed by the Commonwealth for Medicare/Medicaid reimbursements, in whole or in part, Contractor shall comply with 42 C.F.R. Part 420 and shall include a clause in its subcontracts or other agreements requiring its subcontractors or organizations related to the Contractor or its subcontractors to comply with 42 C.F.R. Part 420. Compliance with 42 C.F.R. Part 420 includes, but is not limited to, the following:

   a. Preservation of subcontracts, books, documents, and records until the expiration of four years after the services are furnished under the Contract or subcontract.

   b. Full and free access to subcontracts, books, documents, and records by the Commonwealth, the U.S. Comptroller General, the U.S. Department of Health and Human Services, and the duly authorized representatives of these entities.

2. Contractor certifies under penalty of law that it has not been debarred, suspended, terminated, or excluded from the Medicare, Medicaid, or any other State or Federal health care program. If a debarment, suspension, termination, or exclusion occurs during the Contract term, Contractor shall immediately notify the Commonwealth.

J. PROPERTY AND SUPPLIES

1. Contractor shall obtain all supplies and equipment for use in the performance of this Contract at the lowest practicable cost and shall purchase by means of competitive bidding whenever required by law.

2. Title to all property furnished in-kind by the Department remains with the Department.

3. Contractor has title to all personal property acquired by the Contractor, including purchase by lease-purchase contract, for which the Contractor is to be reimbursed under this Contract. Upon expiration or termination of this Contract, disposition of such purchased personal property that has a remaining useful life must be made in accordance with the following provisions:

   a. The Contractor and the Department may agree to transfer any item of such purchased property to another contractor designated by the Department. Cost of transportation will be borne by the contractor receiving the property and will be reimbursed by the Department. Title to all transferred property will vest in the designated contractor. The Department shall reimburse the Contractor for its share, if any, of the value of the remaining life of the property in the same manner as provided under subsection b below.

b. If the Contractor wishes to retain any items of such purchased property, depreciation tables must be used to ascertain the value of the remaining useful life of the property. The Contractor shall reimburse the Department in the amount determined from the tables.

c. When authorized by the Department in writing, the Contractor may sell the property and reimburse the Department for its share. The Department may fix the minimum sale price it will accept.

4. All property furnished by the Department or personal property acquired by the Contractor, including purchase by lease-purchase contract, for which the Contractor is to be reimbursed under this Contract is deemed "Department Property" for the purposes of subsections 5, 6, and 7 of this section.

5. Contractor shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, preservation, and insurance of Department Property so as to assure its full availability and usefulness.

6. Unless otherwise approved in writing by the Department, Department Property shall be used only for the performance of this Contract.

7. If the Contractor is indemnified, reimbursed, or otherwise compensated for any loss, destruction or damage to Department Property, the Contractor must, at the Department's direction, use the proceeds to replace, repair, or renovate the property involved; credit such proceeds against the cost of the work covered by the Contract; or reimburse the Department.

K. DISASTERS

If, during the term of this Contract, the Department's premises are so damaged by flood, fire, or other Acts of God as to render them unfit for use, the Department will have no liability or obligation to the Contractor during the period of time there is no need for the services provided by the Contractor, except that the Department will render compensation to which the Contractor was entitled to under this Contract prior to such damage.

L. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Department may terminate this Contract without liability or, in its discretion, deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, and brokerage, or contingent fee.

M. CONTRACTOR'S CONFLICT OF INTEREST

The Contractor certifies that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services or furnishment of goods or supplies under this Contract. The Contractor shall not knowingly employ any person having such interest during the term of this Contract. Contractor certifies that no member of the Board of the Contractor or any of its officers or directors has such an adverse interest.

N. INTEREST OF THE COMMONWEALTH AND OTHERS

No officer, member, or employee of the Commonwealth and no member of its General Assembly, who exercises any functions or responsibilities under this Contract, may participate in any decision relating to this Contract that affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested; nor may any such officer, member, or employee of the Commonwealth or member of its General Assembly have interest, direct or indirect, in this Contract or its proceeds. The Contractor shall comply with all applicable requirements of the State Adverse Interest Act, 71 P.S. §§ 776.1-776.8, as may be amended.

O. TUBERCULOSIS CONTROL

For all services provided in a state mental health ("MH") facility or a state intellectual disability ("ID") center, the Contractor shall comply with the Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health Care Settings, 2005, issued by the Centers for Disease Control and Prevention ("CDC"), as these guidelines may be updated. The guidelines are available at

http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5417a1.htm?s_cid=rr5417a1_e.

The Department shall provide any required testing free of charge from the state MH/ID facility. If the Contract service provider has written proof of testing within the last six months, the MH/ID facility will accept this documentation in lieu of administration of a repeat test. If a health care worker employed by the Contractor is unwilling to submit to the test, the Contractor must complete the risk assessment questionnaire. If a Contractor or its health care worker refuses comply with the guidelines issued by the CDC, the Department may terminate its Contract without liability.

P. CONTRACTOR RESPONSIBILITY TO EMPLOY DHS CLIENTS

1. If Contractor was required to submit a Contractor Partnership Program ("CPP") Submittal with its bid, quote, application, or proposal, the Contractor's CPP Submittal and the CPP requirements set forth in the solicitation become part of the Contract. Contractor shall submit any proposed changes to its CPP Submittal to the CPP Division of the Department's Office of Income Maintenance. If the Contract is assigned to another contractor, the new contractor must maintain the CPP requirements of the original Contract.
2. Contractor shall, within 10 days of receiving the Effective Date of the Contract, register in the Commonwealth Workforce Development System (CWDS).
3. As specified in the solicitation, Contractor shall submit Quarterly Employment Reports to the Office of Income Maintenance Central Office of Employment and Training, CPP Division. On a quarterly basis, Contractor shall provide information on the use and outcomes of hiring strategies and demonstrating good faith efforts to hire TANF beneficiaries.
4. If Contractor is non-compliant, the CPP Division will contact the Contract Administrator to request corrective action.

Q. OLDER ADULTS PROTECTIVE SERVICES ACT APPLICATION TO CONTRACTOR

Contractor shall submit information obtained within the preceding one-year period for any personnel providing services in a facility, as defined in 35 P.S. § 10225.102, who will have or may have direct contact with residents of a Department-operated facility or unsupervised access to their personal living quarters in accordance with the following:

1. Pursuant to 18 Pa.C.S. Ch. 91 (relating to criminal history record information) a report of criminal history information from the Pennsylvania State Police or a statement from the State Police that their central repository contains no such information relating to that person. The criminal history record information will be limited to that which is disseminated pursuant to 18 Pa.C.S. 9121(b)(2) (relating to general regulations). The Contractor shall apply to the State Police for clearance at its own expense. The forms are available online at https://epatch.pa.gov/home.
2. Where the Contractor's personnel is not, and for the two years immediately preceding the date of execution of a Contract, has not been a resident of this Commonwealth, the Contractor must submit, at its own expense, a report of Federal criminal history record information pursuant to the Federal Bureau of Investigation's ("FBI") appropriation under the Departments of State, Justice, and Commerce, the Judiciary, and Related Agencies Appropriation Act, 1973 (Public Law 92-544, 86 Stat. 1109). Information regarding the fingerprinting process for FBI background checks mandated by OAPSA is available at https://www.aging.pa.gov/organization/advocacy-and-protection/Pages/Criminal-History-Background-Checks.aspx. The information obtained from the criminal record check shall be used by the Department to determine the individual's eligibility. The Contractor must submit the determination to the Department before Contractor's personnel provides services at the Department's facility. The Department shall insure confidentially of the information. The provisions of 18 Pa. C.S. § 9121(b)(2) will not apply if the request for a report of Federal criminal history record information is made pursuant to this section.

For personnel hired after execution of the Contract, the Contractor shall forward all State Police Criminal History Background Reports or FBI background checks of its personnel, as applicable, when received. The Contractor's failure to forward State Police Criminal History Background Reports or FBI background checks, as applicable, within 60 days of receipt may result in termination of the Contract. Personnel shall not have direct contact with

residents of a Department-operated facility or unsupervised access to their personal living quarters until Contractor provides the Department with the applicable background check.

R. OTHER FEDERAL REQUIREMENTS

The Contractor shall comply with the requirements set forth in this section when: (i) the Contract is funded in whole or in part with federal funds; and (ii) the listed requirements are applicable to the Contractor and to the services or supplies provided under the Contract.

1. The Contractor shall comply with the following, as applicable:
   a. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
   b. 45 C.F.R. §§ 75.330, Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms;
   c. 45 C.F.R. § 75.331, Procurement of Recovered Materials;
   d. 45 C.F.R. § 75.364, Access to Records;
   e. 45 C.F.R § 95.615, Access to System and Records; and
   f. 45 C.F.R. § 75.112, Conflict of Interest.
2. If the Contract is a prime construction contract in excess of $2,000, the Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3148, as amended, as supplemented by U.S. Department of Labor regulations, 29 C.F.R. Part 5, and the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145, as supplemented by U.S. Department of Labor regulations, 29 C.F.R. Part 3, when required by Federal program legislation,
3. If the Contract amount is $100,000 or more and the Contract involves the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708, as supplemented by U.S. Department of Labor regulations, 2 C.F.R. Part 5.
4. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the Contractor or subcontractor wish to enter into a contract with a small business firm or nonprofit organization regarding the substation of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the Contractor shall comply with 37 C.F.R. Part 401 and any implementing regulations issued by the awarding federal agency.
5. If the Contract amount is $150,000 or more, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, as amended.
6. If the Contract amount is $100,000 or more, the Contractor shall comply with the Bird Anti-Lobbying Amendment, 31 U.S.C § 1352.
7. In accordance with 45 C.F.R. § 75.308(c)(1)(ii), the Department must request federal approval before executing any Key Personnel changes. The Contractor shall notify the Department of all such changes to enable the Department to comply with this requirement.
8. The Department may not make a contract award to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689, Debarment and Suspension. Contractor certifies under penalty of law that it is not listed on the government-wide exclusions in SAM.
9. Except as provided under 41 C.F.R. Part 60, if this Contract meets the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3, the Contractor shall comply with the following provision:

   During the performance of this Contract, the Contractor agrees as follows:

   (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or

national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

S. <u>LOBBYING CERTIFICATION AND DISCLOSURE</u>
(applicable to contracts $100,000 or more)

Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds. With respect to an award of a federal contract, grant, or cooperative agreement

exceeding $100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000, all recipients shall certify that they will not use federal funds for lobbying and shall disclose the use of non-federal funds for lobbying by filing required documentation. The Contractor shall complete and return a "Lobbying Certification Form" and, if applicable, a "Disclosure of Lobbying Activities form" with their signed Contract, which form(s) will be made attachments to the Contract.

T. <u>AUDIT CLAUSE</u>

This Contract is subject to audit in accordance with the attached Audit Clause. Contractor shall comply with all the requirements set forth in the Audit Clause.

SUBRECIPIENT / CONTRACTOR AUDITS

AUDIT CLAUSE C – CONTRACTOR
Service Organizations

The Commonwealth of Pennsylvania, Department of Human Services (DHS), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal funding and state funding passed through DHS are subject to DHS audit requirements. Any federal statute prescribing specific policies or specific requirements that differ from the standards provided herein shall govern.

Contractor means a dealer, distributor, merchant, or other seller providing goods or services to an entity that are required for the **administrative support** of a program. These goods or services *may be for an organization's own use or for the use of beneficiaries of the federal program. The* contractor's responsibility is to meet the requirements of the procurement contract (see 2 CFR Part 200 § 200.23). For purposes of this audit clause, a contractor **is not** a subrecipient as defined in 2 CFR Part 200 § 200.93.

DHS Audit Requirements

If in connection with the agreement, the contractor **expends $500,000 or more in combined state and federal funds** during the program year, the contractor shall, for the term of the contract, engage an independent auditor that conducts annual examinations of its compliance with the terms and conditions of this contract (compliance attestations). These examinations shall be conducted in accordance with the American Institute of Certified Public Accountants' (AICPA) Statements on Standards for Attestation Engagements No 18, Attestation Standards: Clarification and Recodification (SSAE 18) and shall be of a scope acceptable to DHS. The initial compliance attestation shall be completed for the official annual reporting period of this agreement and conducted annually thereafter.

The contractor shall engage an independent auditor to perform examination of its controls applicable to the processing of transactions on behalf of the Department and produce what is commonly known as a System and Organization Controls (SOC) report. The contractor must require that an independent auditor performs examinations in accordance with SSAE 18. Unless granted written approval from DHS, all SOC reports provided shall be SOC 1 Type 2 reports that also include the assertions normally associated with SOC 2 reports. (See Supplement B of the AICPA Guide titled "SOC 2 Reporting on an Examination of Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy" dated January 1, 2018 for the specific assertions associated with a SOC 2 report. If those assertions are superseded by subsequent AICPA guidance, use the updated guidance). The contractor shall have the initial compliance attestation and SOC examinations conducted for the first official annual reporting period required by this contract and conduct annually thereafter.

DHS, other state agencies, and federal agencies, or their authorized representatives, may perform financial and performance audits. If an audit of this contract is to be performed, the contractor will be given advance notice. The contractor shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the contractor has complied with contract terms and conditions. The contractor shall make available, upon reasonable notice, at the office of the contractor, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

AUDIT CLAUSE C – CONTRACTOR
Service Organizations

Except when a longer period is stated in the contact, the contractor shall preserve all books, records, and documents related to this contract for a period of time that is the greater of five years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of DHS, or as required by applicable federal laws and regulations. If this contract is completely or partially terminated, contractor shall preserve the records relating to the work terminated and make available for a period of five years from the date of any resulting final settlement.

The contractor shall retain and shall make available or provide to DHS at DHS's option those records that relate to litigation or the settlement of claims arising out of performance or expenditures under the contract until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of this contract, the contractor may retain records as required by this Audit Clause using photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by DHS.

DHS Required Compliance Attestation and SOC Report Submission

The contractor shall submit the compliance attestation reports and SOC reports to DHS within 90 days after the required period of audit has ended. When either the compliance attestation or SOC reports are other than unmodified, the contractor shall submit to DHS, in addition to the reports, a plan describing what actions the contractor shall implement to correct the situation that caused the independent accountant or independent service auditor to issue a modified opinion, a timetable for implementing the planned corrective actions and a process for monitoring compliance with the timetable, and the contact person who is responsible for resolution.

The contractor shall submit **two copies** of the compliance attestation and SOC reports directly to the contract manager.

REMEDIES FOR NONCOMPLIANCE

The contractor's failure to provide an acceptable compliance attestation, SOC report or both, may result in DHS not accepting the report(s) and initiating actions against the contractor that may include the following:

- Disallowing the cost of the compliance attestation, SOC examination or both.
- Withholding a percentage of the contract funding pending compliance.
- Suspending subsequent contract funding pending compliance.
- Requiring a corrective action plan.
- Terminating the contract if the failure is not corrected within the time period approved by DHS.
- Assessing liquidated damages up to the amount of $200 for each calendar day and portion of each calendar day for which the compliance attestation, SOC report, or both was submitted beyond its required due date. The liquidated damage amount applies to each report and not to the reports in the aggregate.

AUDIT CLAUSE C – CONTRACTOR
Service Organizations

TECHNICAL ASSISTANCE

Technical assistance on the DHS's audit requirements will be provided by:

Department of Human Services
Bureau of Financial Operations
Division of Audit and Review
Audit Resolution Section
1st Floor, Forum Place
555 Walnut Street
P.O. Box 2675
Harrisburg, Pennsylvania 17105-2675
Email: RA-pwauditresolution@pa.gov

Exhibit 3 – Revised Attachment G – Pricing Schedules

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	$	8,998,576.38	Insert "Total DDI Cost" from Schedule F, Tab F-1
Provider Services Core Scope of Work Operations	$	53,433,021.63	Insert "Total Operations Costs" from Schedule F, Tab F-2
Provider Services Core Scope of Work DDI Enhancement Pool Hours	$	214,197.45	Insert "Total DDI Enhancement Pool Hour Costs" from Schedule F, Tab F-3
Provider Services Core Scope of Work Operations Enhancement Pool Hours	$	1,016,503.80	Insert "Total Operations Enhancement Pool Hour Costs" from Schedule F, Tab F-4
All Inclusive Provider Services Core Scope of Work Costs	**$**	**63,662,299.25**	

Schedule A - Provider Services Option A Scope of Work Costs			
Phase		**Cost**	**Instruction**
Provider Services Option A DDI	$	100,204.93	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	$	71,398.70	Insert "Total DDI Enhancement Pool Hour Costs" from Schedule G, Tab G-3
Provider Services Option A Operations Enhancement Pool Hours	$	135,533.79	Insert "Total Operations Enhancement Pool Hour Costs" from Schedule G, Tab G-4
All Inclusive Provider Services Option A Costs	**$**	**307,137.42**	

Schedule A - Provider Services Option B Scope of Work Costs			
Phase		**Cost**	**Instruction**
Provider Services Option B DDI	$	915,436.07	Insert "Total DDI Costs" from Schedule H, Tab H-1
Provider Services Option B Operations	$	46,546,098.72	Insert "Total Operations Costs" from Schedule H, Tab H-2
Provider Services Option B DDI Enhancement Pool Hours	$	29,702.25	Insert "Total DDI Enhancement Pool Hour Costs" from Schedule H, Tab H-3
Provider Services Option B Operations Enhancement Pool Hours	$	112,765.00	Insert "Total Operations Enhancement Pool Hour Costs" from Schedule H, Tab H-4
All Inclusive Provider Services Option B Costs	**$**	**47,604,002.04**	

NASPO Base Total	**$**	**111,573,438.71**	
Removal of Optional Year 9		**(11,726,338.82)**	Total Term of 120 months. DDI - 24 Months. Operations - 96 Months
Total NASPO Base		**99,847,099.89**	
Participating Addendum	**$**	**5,981,486.17**	
Grand Total	**$**	**105,828,586.06**	

Number of Providers	**149,230.00**

Consumer Price Index Urban (CPI-U) Adjustment:		
A. CPI-U for Master Agreement Date 6/1/2018:	6/1/2018	**251.989**
B. CPI-U for Participating Addendum Date:	8/1/2025	**323.976**
C. Index Point Change equals B minus A:		**71.987**
D. Equals C divided by A:		**0.286**
E. CPI-U Inflation Percentage equals B plus 1.00:		**1.286**

	1099 Generation	Extended DDI	Data Conversion	BPO Enrollement Red	DDI Enhancement Hours	O&M Enhancement Hours	Total PA
DDI	124,416.67	4,977,136.47	750,000.00		2,016,231.00		7,867,784.14
Core Operations Year 1	44,016.67			(1,319,122.48)		1,114,780.33	(160,325.48)
Core Operations Year 2	44,016.67			(1,352,100.55)		1,127,600.13	(180,483.75)
Core Operations Year 3	44,016.67			(1,385,903.06)		1,140,567.40	(201,318.99)
Core Operations Year 4	44,016.67			(1,420,550.64)		1,153,684.23	(222,849.74)
Core Operations Optional Year 5	44,016.67			(1,456,064.40)		1,166,951.33	(245,096.40)
Core Operations Optional Year 6	44,016.67			(1,492,466.01)		1,180,371.27	(268,078.08)
Core Operations Optional Year 7	44,016.67			(1,529,777.66)		1,193,945.20	(291,815.80)
Core Operations Optional Year 8	44,016.67			(1,568,022.10)		1,207,675.70	(316,329.74)
Core Operations Optional Year 9	-			-		-	-
Total	**476,550.00**	**4,977,136.47**	**750,000.00**	**(11,524,006.90)**	**2,016,231.00**	**9,285,575.60**	**5,981,486.17**

Enhancement Hour Calculation

	Hours	Rate	DDI	Operations
DDI	15,000	134.42	2,016,231.00	
Core Operations Year 1	7,000	159.25		1,114,780.33
Core Operations Year 2	7,000	161.09		1,127,600.13
Core Operations Year 3	7,000	162.94		1,140,567.40
Core Operations Year 4	7,000	164.81		1,153,684.23
Core Operations Optional Year 5	7,000	166.71		1,166,951.33
Core Operations Optional Year 6	7,000	168.62		1,180,371.27
Core Operations Optional Year 7	7,000	170.56		1,193,945.20
Core Operations Optional Year 8	7,000	172.53		1,207,675.70
			2,016,231.00	9,285,575.60

Summary Cost by Contract Year

Provider NASPO		DDI	M&O By Year Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Total M&O	Total DDI & M&O
Core	Base	8,998,576.38	5,929,011.29	5,784,376.44	5,771,633.82	5,782,380.09	5,813,566.77	5,925,531.09	6,026,471.44	6,140,638.65	47,173,609.57	56,172,185.95
	Pool Hours	214,197.45	107,848.40	109,088.65	110,343.15	111,612.10	112,895.65	114,193.95	115,507.20	116,835.55	898,324.65	1,112,522.10
Option A	Base	100,204.93	-	-	-	-	-	-	-	-	-	100,204.93
	Pool Hours	71,398.70	14,379.79	14,545.15	14,712.42	14,881.61	15,052.75	15,225.85	15,400.95	15,578.06	119,776.58	191,175.28
Option B	Base	915,436.07	5,728,753.08	5,334,679.44	4,853,859.96	4,896,017.40	4,976,955.00	5,059,703.64	5,144,861.88	5,231,388.00	41,226,218.40	42,141,654.47
	Pool Hours	29,702.25	11,964.07	12,101.66	12,240.84	12,381.60	12,523.99	12,668.01	12,813.69	12,961.05	99,654.91	129,357.16
Total NASPO Provider		**10,329,515.78**	**11,791,956.63**	**11,254,791.34**	**10,762,790.19**	**10,817,272.80**	**10,930,994.16**	**11,127,322.54**	**11,315,055.16**	**11,517,401.31**	**89,517,584.11**	**99,847,099.89**

Participating Addendum	DDI	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Total M&O	Total DDI & M&O
1099 Generation	124,416.67	44,016.67	44,016.67	44,016.67	44,016.67	44,016.67	44,016.67	44,016.67	44,016.67	352,133.33	476,550.00
Extended DDI	4,977,136.47	-	-	-	-	-	-	-	-	-	4,977,136.47
Data Conversion	750,000.00	-	-	-	-	-	-	-	-	-	750,000.00
BPO Enrollment Red	-	(1,319,122.48)	(1,352,100.55)	(1,385,903.06)	(1,420,550.64)	(1,456,064.40)	(1,492,466.01)	(1,529,777.66)	(1,568,022.10)	(11,524,006.90)	(11,524,006.90)
DDI Enhancement Hours	2,016,231.00	-	-	-	-	-	-	-	-	-	2,016,231.00
O&M Enhancement Hours	-	1,114,780.33	1,127,600.13	1,140,567.40	1,153,684.23	1,166,951.33	1,180,371.27	1,193,945.20	1,207,675.70	9,285,575.60	9,285,575.60
Total PA	**7,867,784.14**	**(160,325.48)**	**(180,483.75)**	**(201,318.99)**	**(222,849.74)**	**(245,096.40)**	**(268,078.08)**	**(291,815.80)**	**(316,329.74)**	**(1,886,297.97)**	**5,981,486.17**
Grand Total	**18,197,299.91**	**11,631,631.15**	**11,074,307.59**	**10,561,471.19**	**10,594,423.06**	**10,685,897.76**	**10,859,244.46**	**11,023,239.36**	**11,201,071.57**	**87,631,286.15**	**105,828,586.06**

Notes:

- Year 9 removed - Total Term of 120 months. DDI - 24 Months. Operations - 96 Months.

Enhancement Hour Calculation Detail

	DDI	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	M&O	Total
Hours	15,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	56,000.00	71,000.00
Rate	134.42	159.25	161.09	162.94	164.81	166.71	168.62	170.56	172.53		
Total $	2,016,231.00	1,114,780.33	1,127,600.13	1,140,567.40	1,153,684.23	1,166,951.33	1,180,371.27	1,193,945.20	1,207,675.70	9,285,575.60	11,301,806.60

DDI Payments by Phase

Area	DDI Phase				
	Development Configuration and Build	User Acceptance Testing and Integration Testing	Implementation and Acceptance	Certification	Total Cost
Core	$2,699,572.91	$1,799,715.28	$3,599,430.55	$899,857.64	$8,998,576.38
Option A	$30,061.48	$20,040.99	$40,081.97	$10,020.49	$100,204.93
Option B	$274,630.82	$183,087.21	$366,174.43	$91,543.61	$915,436.07
PA - 1099 Generation	$37,325.00	$24,883.33	$49,766.67	$12,441.67	$124,416.67
PA - DDI Extension	$1,493,140.94	$995,427.29	$1,990,854.59	$497,713.65	$4,977,136.47
PA - Data Conversion	$225,000.00	$150,000.00	$300,000.00	$75,000.00	$750,000.00
Total Cost By Phase	$4,759,731.15	$3,173,154.10	$6,346,308.20	$1,586,577.05	$15,865,770.51
Total Percentage By Phase	30.00%	20.00%	40.00%	10.00%	100.00%
Grand Total	$15,865,770.51				

DDI Enhancement hours are billed as incurred

Total Hours		17,250
Dollars	$	2,331,529.40
Total DDI		**$18,197,299.91**

DDI Payment Deliverable/Milestone schedule

Phase	Sub-Phase	Action(A), Deliverable(D), Milestone(M), Description	A,D,M
Development Configuration and Build $4,759,731			
MS1	Project Kickoff	Project Launch Joint Client Kickoff Event	D
		PMP Complete	D
		Project Management Plan	D
		Project Work Plan	D
		Communication Plan	A
		Quality Management Plan	A
		Risk Management Plan	A
		Issue Management Plan	A
		Requirements Management Plan	A
		Change Management Plan	A
		Staffing Plan	D
		Deliverable Review and Acceptance Process	D
	Payment Milestone	Invoice for Milestone 1: $475,973	M-1
MS2	Management Plan	PMM CMS Certification Plan	D
	Stand Up Environments	Environments Available (Conversion)	D
		Environments Available (Configuration)	D
		System Security Plan - First iteration	D
	System Requirements	System Requirements Document (SRD)	D
	System Design	System Design Document (SDD) - First iteration	D
		Interface Control Document (ICD) - First iteration	D
		Technology Matrix	D
	Payment Milestone	Invoice for Milestone 2: $1,903,892	M-2
MS3	Management Plan	Training Plan	D
		System Style Guide	D
		Data Management, Conversion, and Migration Plan	D
	Design	PMM System Documentation	D
	Management Plan	Defect Management Plan	A
		Master System Test Plan	D
		Business Rules Catalog - First iteration	D
	Payment Milestone	Invoice for Milestone 3: $713,960	M-3
MS4	Design	Conceptual Data Model	D
	Design	Data Dictionary	D
	Design	Business Rules Catalog	D
	Plan	Module Implementation Plan	D
	Plan	Certification Crosswalk	D
	Design	Business Continuity (COOP) and Disaster Recovery Plan	D
	Payment Milestone	Invoice for Milestone 4: $713,960	M-4
	Plan	Solution Architecture Document	D
		Application, Configuration, and Maintenance Plan	D
		CMS Certification Checklists	D
		Update System Security Plan	D

MS5	Environment	SIT Environment is available,	D
	Test Cases	Enrollment SIT Test Cases are complete	D
		Maintenance SIT Test Cases complete	D
		Options A,B, SIT Test Cases complete	D
	Payment Milestone	Invoice for Milestone 5: $951,946	M-5
User Acceptance Testing and Integration Testing $3,173,154			
MS6	Solution Integration Testing	Updated Business Continuity (COOP) and Disaster	D
		System Integration Test Plan	D
		Provider Enrollment, Provider Maintenance, Option A & B,	D
	Milestone	Invoice for Milestone 6: $634,631	M-6
MS7	Solution Integration Testing	SIT 1 Complete	D
		SIT 2 Complete	D
		SIT Complete	D
	Data Conversion	Converts Data into UAT for Testing	D
	Milestone	Invoice for Milestone 7: $634,631	M-7
MS8	Production Testing	PROD environment is available	D
		Penetration Test Report	D
		System Test Results	D
		Regression Test Results	D
		Integration Test Results	D
	UAT Testing	User Documentation	D
		Environments Available (UAT)	D
		UAT Ready	D
	Payment Milestone	Invoice for Milestone 8: $634,631	M-8
MS9	Solution Integration Testing	Operations, Maintenance and Configuration Plan	D
	UAT Testing	Enrollment UAT Test Cases Complete	D
		Maintenance UAT Test Cases Complete	D
		Options A, B UAT Test Cases Complete	D
		UAT Complete	D
	Payment Milestone	Invoice for Milestone 9: $1,269,261	M-9
Implementation and Acceptance $6,346,308			
MS10	Performance Testing	Disaster Recovery/Business Continuity Test Report	D
	Performance Testing	Performance Test Cases Complete	D
	Performance Testing	Performance Test Results	D
	Performance Testing	Performance Testing Complete	D
	ORR Testing	Operational Readiness Review Checklist	D
	ORR Testing	Environments Available (Production)	D
	ORR Testing	Operations Procedure Manual	D
	ORR Testing	Operation Readiness Test Results	D
	ORR Testing	ORR Sign Off	D
	Training Development and Delivery	Training Plan	D
	Training Development and Delivery	Environments Available (Training)	D
	Training Development and Delivery	Training Development Complete	D
	Training Development and Delivery	Training Delivered	D
	Training Development and Delivery	Updated Turnover Plan	D
	Milestone Payment	Invoice for Milestone 10: $2,221,208	M-10
MS11	Go Live	Implementation Letter	D
	Go Live	Go-Live	D
	Milestone Payment	Invoice for Milestone 11: $4,125,100	M-11
Certification $1,585,577			
	Certification Preparation and Support	CMS Certification Checklists	D
	Certification Preparation and Support	Certification Plan	D

MS12	Certification Preparation and Support	CMS Information Security Program Plan of Action and Milestones (POA&M)	D
	Certification Preparation and Support	ORR	D
	CMS Certification	Certification Crosswalk	D
	CMS Certification	CMS Certification	D
	Milestone Payment	Invoice for Milestone 12: $1,586,577	M-12
Operating Reports			
	Reporting	Personnel Background Checks	D
		Monthly Turnover Report	D
		Subcontractor Usage Report	D
		System Enhancement Pool Report	D
		Monthly Status Report	D
		Turnover Results Report	D
		Risk Assessments	D
		Requirements Traceability Matrix (RTM)	D
		Security Audit Report	D
		Service Organization Control (SOC) 1 Type II Reports	D
		Service Organization Control (SOC) 2 Type II Reports	D

DDI Payment Deliverable by Contract Month

	Development Configuration and Build	User Acceptance Testing and Integration Testing	Implementation and Acceptance	Certification	
Contract Month	**Phase1**	**Phase 2**	**Phase 3**	**Phase 4**	**Total**
1	-	-	-	-	**-**
2	475,973	-	-	-	**475,973**
3	-	-	-	-	**-**
4	1,903,892	-	-	-	**1,903,892**
5	-	-	-	-	**-**
6	713,960	-	-	-	**713,960**
7	-	-	-	-	**-**
8	713,960	-	-	-	**713,960**
9	-	-	-	-	**-**
10	951,946	-	-	-	**951,946**
11	-	-	-	-	**-**
12	-	634,631	-	-	**634,631**
13	-	-	-	-	**-**
14	-	-	-	-	**-**
15	-	634,631	-	-	**634,631**
16	-	-	-	-	**-**
17	-	-	-	-	**-**
18	-	634,631	-	-	**634,631**
19	-	-	-	-	**-**
20	-	1,269,261	-	-	**1,269,261**
21	-	-	-	-	**-**
22	-	-	2,221,208	-	**2,221,208**
23	-	-	-	-	**-**
24	-	-	4,125,100	-	**4,125,100**
25	-	-	-	-	**-**
26	-	-	-	-	**-**
27	-	-	-	-	**-**
28	-	-	-	-	**-**
29	-	-	-	-	**-**
30	-	-	-	-	**-**
31	-	-	-	1,586,577	**1,586,577**
	4,759,731	**3,173,154**	**6,346,308**	**1,586,577**	**15,865,770**

Phase	Sub-Phase	Action(A), Deliverable(D), Milestone(M), Description	A,D,M	Department Approval Criteria
Development Configuration and Build $4,759,731				
MS1	Project Kickoff	Project Launch Joint Client Kickoff Event	D	Sign the Contract
		PMP Complete	D	Vendor provides completed PMP to the project team
		Project Management Plan	D	Develop initial Project Management Plan Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Project Work Plan	D	Develop initial Project Plan Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval Baseline and integrate into the IMS Update the Project Plan weekly throughout the course of the project
		Communication Plan	A	Review the Department Project Communication Plan Vendor sends email to Department indicating the Communication Plan will be followed throughout the project.
		Quality Management Plan	A	Review the Department Project Quality Management Plan Vendor sends email to Department indicating the Quality Management Plan will be followed throughout the project.
		Risk Management Plan	A	Review the Department Project Risk Management Plan Vendor sends email to Department indicating the Risk Management Plan will be followed throughout the project.
		Issue Management Plan	A	Review the Department Project Issue Management Plan Vendor sends email to Department indicating the Issue Management Plan will be followed throughout the project.
		Requirements Management Plan	A	Review the Department Project Requirement Management Plan Vendor sends email to Department indicating the Requirement Management Plan will be followed throughout the project.
		Change Management Plan	A	Review the Department Project Change Management Plan Vendor sends email to Department indicating the Change Management Plan will be followed throughout the project.
		Staffing Plan	D	Develop the Staffing Plan Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Deliverable Review and Acceptance Process	D	Develop the Deliverable Review and Acceptance Process Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Payment Milestone	Invoice for Milestone 1: $475,973	M-1	Final Milestone Deliverable Checklist, all items completed and Department approval obtained
MS2	Management Plan	PMM CMS Certification Plan	D	Develop the Organizational PMM CMS Certification Plan Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Stand Up Environments	Environments Available (Conversion)	D	Vendor validates the environment for data conversion is available Conduct walkthrough with legacy vendors, PMO, and the Department
		Environments Available (Configuration)	D	Vendor validates the configuration environments are available Conduct walkthrough with legacy vendors, PMO, and the Department
		System Security Plan - First iteration	D	Develop the System Security Plan for Environments Security Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	System Requirements	System Requirements Document (SRD)	D	Develop the SRD Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	System Design	System Design Document (SDD) - First iteration	D	Develop the SDD for baseline product solution Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Interface Control Document (ICD) - First iteration	D	Develop the Interface Control Document (ICD) for baseline CMS ICD template Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Technology Matrix	D	Develop the Technology Matrix Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Payment Milestone	Invoice for Milestone 2: $1,903,892	M-2	Final Milestone Deliverable Checklist, all items completed and Department approval obtained
MS3	Management Plan	Training Plan	D	Develop the Training Plan Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		System Style Guide	D	Develop the User System Style Guide Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Data Management, Conversion, and Migration Plan	D	Develop the Data Management, Conversion, and Migration Plan Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Design	PMM System Documentation	D	Develop the PMM System Documentation Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Management Plan	Defect Management Plan	A	Review the Department Project Defect Management Plan Vendor sends email to Department indicating the Defect Management Plan will be followed throughout the project.
		Master System Test Plan	D	Develop the Master System Test Plan Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Business Rules Catalog - First iteration	D	Develop the Business Rules Catalog for baseline Product Configuration Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Payment Milestone	Invoice for Milestone 3: $713,960	M-3	Final Milestone Deliverable Checklist, all items completed and Department approval obtained
MS4	Design	Conceptual Data Model	D	Develop the Conceptual Data Model Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Design	Data Dictionary	D	Complete the Data Dictionary Document Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Design	Business Rules Catalog	D	Complete the Rules Catalog Document Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Plan	Module Implementation Plan	D	Complete the Module Implementation Plan Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Plan	Certification Crosswalk	D	Complete the Certification Crosswalk Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval

	Design	Business Continuity (COOP) and Disaster Recovery Plan	D	Develop the COOP Plan and Disaster Recovery Plan Conduct walkthrough and adjust according to review comments of the COOP Conduct walkthrough and adjust according to review comments of the Disaster Recovery Plan Obtain Department e-mail approval for the COOP and Disaster Recovery Plan
	Payment Milestone	Invoice for Milestone 4: $713,960	M-4	Final Milestone Deliverable Checklist, all items completed and Department approval obtained
User Acceptance Testing and Integration Testing				
MS5	Plan	Solution Architecture Document	D	Develop the Solution Architecture Document Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Application, Configuration, and Maintenance Plan	D	Develop the Application, Configuration, and Maintenance Plan Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		CMS Certification Checklists,	D	Develop the CMS Certification Checklist Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Update System Security Plan,	D	Vendor updates System Security Plan Conduct walkthrough of SIT environment with legacy vendors, PMO, and the Department
	Environment	SIT Environment is available,	D	Vendor validates Provider Maintenance is ready for SIT Conduct walkthrough with legacy vendors, PMO, and the Department
	Test Cases	Enrollment SIT Test Cases are complete	D	Vendor validates Enrollment SIT Test Cases are complete Conduct walkthrough with legacy vendors, PMO, and the Department
		Maintenance SIT Test Cases complete	D	Vendor validates Maintenance SIT Test Cases complete Conduct walkthrough with legacy vendors, PMO, and the Department
		Options A,B, SIT Test Cases complete	D	Vendor validates Options A,B, SIT Test Cases complete Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Payment Milestone	Invoice for Milestone 5: $951,946	M-5	Final Milestone Deliverable Checklist, all items completed and Department approval obtained
User Acceptance Testing and Integration Testing $3,173,154				
MS6	Solution Integration Testing	Updated Business Continuity (COOP) and Disaster Recovery(DR) Plan	D	Vendor updates the COOP and DR Plans Conduct walkthrough COOP and DR Plans Obrain Department e-mail approval
		System Integration Test Plan	D	Develop the System Integration Test Plan Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Provider Enrollment, Provider Maintenance, Option A & B, Data Conversion, Integration (interfaces) ready for SIT	D	Vendor validates Provider Enrollment, Provider Maintenance, Option A & B, Data Conversion, Integration (interfaces) ready for SIT Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Milestone	Invoice for Milestone 6: $634,631	M-6	Final Milestone Deliverable Checklist, all items completed and Department approval obtained
MS7	Solution Integration Testing	SIT 1 Complete	D	Department approves SIT 1 results or requests more testing
		SIT 2 Complete	D	Department approves SIT 2 results or requests more testing
		SIT Complete	D	Department approves all SIT results or requests more testing Obtain Department e-mail approval
	Data Conversion	Converts Data into UAT for Testing.	D	Obtain UAT Readiness sign off from the Department
	Milestone	Invoice for Milestone 7: $634,631	M	Final Milestone Deliverable Checklist, all items completed and Department approval obtained
MS8	Production Testing	PROD environment is available	D	Validate PRO environment is available Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Penetration Test Report	D	Develop the Penetration Test Report Conduct walkthrough Obtain Department e-mail approval
		System Test Results	D	Provide system test results Conduct walkthrough of system test results Department approves system test results
		Regression Test Results	D	Provide regression test results Conduct walkthrough of regression test results Department approves regression test results
		Integration Test Results	D	Provide integration test results Conduct walkthrough of integration test results Department approves integration test results
	UAT Testing	User Documentation	D	Develop/update User Documentation Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Environments Available (UAT)	D	Vendor confirms the Model Office environment is ready for UAT Conduct walkthrough with legacy vendors, PMO, and Department
		UAT Ready	D	Vendor creates nonidentifiable Test Data database (Model Office) for use throughout testing Department approves UAT readiness
	Payment Milestone	Invoice for Milestone 8: $634,631	M-8	Final Milestone Deliverable Checklist, all items completed and Department approval obtained
MS9	Solution Integration Testing	Operations, Maintenance and Configuration Plan	D	Develop the Operations, Maintenance and Configuration Plan Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	UAT Testing	Enrollment UAT Test Cases Complete	D	PMO validates enrollment UAT test cases are complete
		Maintenance UAT Test Cases Complete	D	PMO validates maintenance UAT test cases are complete
		Options A, B UAT Test Cases Complete	D	PMO validates Option A, B UAT test cases are complete
		UAT Complete	D	Department approves UAT test results and confirms UAT complete
	Payment Milestone	Invoice for Milestone 9: $1,269,262	M-9	Final Milestone Deliverable Checklist, all items completed and Department approval obtained
Implementation and Acceptance $6,346,308				
	Performance Testing	Disaster Recovery/Business Continuity Test Report	D	Provide a detailed Disaster Recovery Plan test results report Conduct walkthrough of Disaster Recover Plan test results report Obtain Department e-mail approval
	Performance Testing	Performance Test Cases Complete	D	Provide performance test cases Conduct walkthrough of performance test cases Obtain Department e-mail approval that performance test cases are complete
	Performance Testing	Performance Test Results	D	Provide performance test results Conduct walkthrough of performance test results Obtain Department e-mail approval
	Performance Testing	Performance Testing Complete	D	Department approves performance test results and confirms performance test complete

MS10	ORR Testing	Operational Readiness Review Checklist	D	Develop Operational Readiness Review Checklist Conduct walkthrough Obtain Department e-mail approval
	ORR Testing	Environments Available (Production)	D	Vendor confirms the production environment is ready for go-live Conduct walkthrough with legacy vendors, PMO, and Department
	ORR Testing	Operations Procedure Manual	D	Develop Operations Procedure Manual Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	ORR Testing	Operation Readiness Test Results	D	Provide production validation readiness test results Conduct walkthrough of production validation readiness test results Obtain Department e-mail approval
	ORR Testing	ORR Sign Off	D	Obtain Operational Readiness sign off from the Department
	Training Development and Delivery	Training Plan	D	Develop Training Plan Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Training Development and Delivery	Environments Available (Training)	D	Vendor confirms the training environment is available Conduct a walkthrough of the training environment with the legacy vendors, PMO, and Department
	Training Development and Delivery	Training Development Complete	D	Department confirms training development complete
	Training Development and Delivery	Training Delivered	D	Training Completion acknowledged by the Department
	Training Development and Delivery	Updated Turnover Plan	D	Update the Turnover Plan Conduct walkthrough of the updated Turnover Plan Obtain Department e-mail approval for updated Turnover Plan
	Milestone Payment	Invoice for Milestone 10: $2,221,208	M-10	Final Milestone Deliverable Checklist, all items completed and Department approval obtained
MS11	Go Live	Implementation Letter	D	Draft Implementation Letter Obtain Department e-mail approval
	Go Live	Go-Live	D	Perform implementation into production environment
	Milestone Payment	Invoice for Milestone 11: $4,125,100	M-11	Final Milestone Deliverable Checklist, all items completed and Department approval obtained
Certification $1,585,577				
MS12	Certification Preparation and Support	CMS Certification Checklists	D	Develop the CMS Certification Checklists Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Certification Preparation and Support	Certification Plan	D	Develop the CMS Certification Plan Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Certification Preparation and Support	CMS Information Security Program Plan of Action and Milestones (POA&M)	D	Develop CMS Information Security Program Plan of Action and Milestones Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	Certification Preparation and Support	ORR	D	Conduct ORR Address CMS ORR findings and observations Obtain CMS approval
	CMS Certification	Certification Crosswalk	D	Update the Certification Crosswalk if required Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
	CMS Certification	CMS Certification	D	Conduct CR Address CMS CR findings and observations Obtain CMS Certification
	Milestone Payment	Invoice for Milestone 12: $1,586,577	M-12	Final Milestone Deliverable Checklist, all items completed and Department approval obtained
Operating Reports				
	Reporting	Personnel Background Checks	D	
		Monthly Turnover Report	D	Develop Monthly Turnover Report Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval Provide Turnover Report to the Department on a monthly basis
		Subcontractor Usage Report	D	Develop Subcontractor Usage Report Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval Provide Subcontractor Usage Report to the Department on a monthly basis
		System Enhancement Pool Report	D	Develop the System Enhancement Pool report Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Monthly Status Report	D	Provide Monthly Status Reports by 8:00 a.m. EST the fifth business day of the following month in which services were provided
		Turnover Results Report	D	Develop Turnover Results Report Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Risk Assessments	D	Develop Risk Assessments Report Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Requirements Traceability Matrix (RTM)	D	Request PMO generation of RTM Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Security Audit Report	D	Develop Security Audit Report Conduct walkthrough and adjust according to review comments Obtain Department e-mail approval
		Service Organization Control (SOC) 1 Type II Reports	D	Provide SOC 1 type II report upon contract execution and annually thereafter
		Service Organization Control (SOC) 2 Type II Reports	D	Provide SOC 2 type II report upon contract execution and annually thereafter

Provider Services - Cost of Operations

Summary Cost of Operations (Core + Option A + Option B)	
Phase	**Cost**
Operations Year 1	$11,657,764.37
Operations Year 2	$11,119,055.88
Operations Year 3	$10,625,493.78
Operations Year 4	$10,678,397.49
TOTAL	**$44,080,711.52**
Operations Optional Year 5	$10,790,521.77
Operations Optional Year 6	$10,985,234.73
Operations Optional Year 7	$11,171,333.32
Operations Optional Year 8	$11,372,026.65
TOTAL	**$44,319,116.47**
GRAND TOTAL	**$ 88,399,827.99**

Operations Year one begins the first day of the month following the implementation of the all modules.

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		
	30%	20%	40%	10%			
							$ 8,998,576.38
Provider Enrollment	$1,214,807.81	$809,871.87	$1,619,743.75	$404,935.94	$4,049,359.37	45%	$ 4,049,359.37
Provider Maintenance	$1,214,807.81	$809,871.87	$1,619,743.75	$404,935.94	$4,049,359.37	45%	$ 4,049,359.37
Provider Self-Service Portal	$269,957.29	$179,971.53	$359,943.06	$89,985.76	$899,857.64	10%	$ 899,857.64
Total Cost By Phase	$2,699,572.91	$1,799,715.28	$3,599,430.55	$899,857.64	$8,998,576.38		
Total Percentage By Phase	30.00%	20.00%	40.00%	10.00%	100.00%		
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	$8,998,576.38						

**** 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	$30,061.48	$20,040.99	$40,081.97	$10,020.49	$100,204.93
Total Cost By Phase	$30,061.48	$20,040.99	$40,081.97	$10,020.49	$100,204.93
Total Percentage By Phase	30.00%	20.00%	40.00%	10.00%	100.00%
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	$100,204.93				

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	$274,630.82	$183,087.21	$366,174.43	$91,543.61	$915,436.07
Total Cost By Phase	$274,630.82	$183,087.21	$366,174.43	$91,543.61	$915,436.07
Total Percentage By Phase	30.00%	20.00%	40.00%	10.00%	100%
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	$915,436.07				

Payment Milestone	DDI				
	Development Configuration and Build	User Acceptance Testing and Integration Testing	Implementation and Acceptance	Certification	Total Cost
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%	

Provider Services Schedule C - Cost of Operations

Schedule C - Cost of Operations Core	
Phase	**Cost**
Core Operations Year 1	$5,929,011.29
Core Operations Year 2	$5,784,376.44
Core Operations Year 3	$5,771,633.82
Core Operations Year 4	$5,782,380.09
Core TOTAL	**$ 23,267,401.63**
Core Operations Optional Year 5	$5,813,566.77
Core Operations Optional Year 6	$5,925,531.09
Core Operations Optional Year 7	$6,026,471.44
Core Operations Optional Year 8	$6,140,638.65
Core Operations Optional Year 9	$6,259,412.05
Core TOTAL	**$ 30,165,619.99**
Core GRAND TOTAL	**$ 53,433,021.63**

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	$0.00
Option A Operations Year 2	$0.00
Option A Operations Year 3	$0.00
Option A Operations Year 4	$0.00
Option A TOTAL	**$ -**
Option A Operations Optional Year 5	$0.00
Option A Operations Optional Year 6	$0.00
Option A Operations Optional Year 7	$0.00
Option A Operations Optional Year 8	$0.00
Option A Operations Optional Year 9	$0.00
Option A TOTAL	**$ -**
Option A GRAND TOTAL	**$ -**

Schedule C - Cost of Operations Option B	
Phase	**Cost**
Option B Operations Year 1	$5,728,753.08
Option B Operations Year 2	$5,334,679.44
Option B Operations Year 3	$4,853,859.96
Option B Operations Year 4	$4,896,017.40
Option B TOTAL	**$ 20,813,309.88**
Option B Operations Optional Year 5	$4,976,955.00
Option B Operations Optional Year 6	$5,059,703.64
Option B Operations Optional Year 7	$5,144,861.88
Option B Operations Optional Year 8	$5,231,388.00
Option B Operations Optional Year 9	$5,319,880.32
Option B TOTAL	**$ 25,732,788.84**
Option B GRAND TOTAL	**$ 46,546,098.72**

Operations Year one begins the first day of the month following the implementation of all modules.

OBSOLETE
REPLACED BY 'SUMMARY COST OF OPS TAB'

Provider Services Schedule D Enhancement Pool Hours

Schedule D - Enhancement Pool Hours Core	
Phase	**Cost**
Core DDI - 1,500 hours	$214,197.45
Total Core DDI	**$ 214,197.45**
Core Operations Year 1 - 500 hours	$107,848.40
Core Operations Year 2 - 500 hours	$109,088.65
Core Operations Year 3 - 500 hours	$110,343.15
Core Operations Year 4 - 500 hours	$111,612.10
Core Optional Operations Year 1 - 500 hours	$112,895.65
Core Optional Operations Year 2 - 500 hours	$114,193.95
Core Optional Operations Year 3 - 500 hours	$115,507.20
Core Optional Operations Year 4 - 500 hours	$116,835.55
Core Optional Operations Year 5 - 500 hours	$118,179.15
Total Core Operations	**$ 1,016,503.80**
Core Grand Total	**$1,230,701.25**

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	$71,398.70
Total Option A DDI	**$ 71,398.70**
Option A Operations Year 1 - 100 hours	$14,379.79
Option A Operations Year 2 - 100 hours	$14,545.15
Option A Operations Year 3 - 100 hours	$14,712.42
Option A Operations Year 4 - 100 hours	$14,881.61
Option A Optional Operations Year 1 -100 hours	$15,052.75
Option A Optional Operations Year 2 - 100 hours	$15,225.85
Option A Optional Operations Year 3 - 100 hours	$15,400.95
Option A Optional Operations Year 4 - 100 hours	$15,578.06
Option A Optional Operations Year 5 - 100 hours	$15,757.21
Total Option A Operations	**$ 135,533.79**
Option A Grand Total	**$206,932.49**

Schedule D - Enhancement Pool Hours Option B	
Phase	**Cost**
Option B DDI - 250 hours	$29,702.25
Total Option B DDI	**$ 29,702.25**
Option B Operations Year 1 - 100 hours	$11,964.07
Option B Operations Year 2 - 100 hours	$12,101.66
Option B Operations Year 3 - 100 hours	$12,240.84
Option B Operations Year 4 - 100 hours	$12,381.60
Option B Optional Operations Year 1 - 100 hours	$12,523.99
Option B Optional Operations Year 2 -100 hours	$12,668.01
Option B Optional Operations Year 3 - 100 hours	$12,813.69
Option B Optional Operations Year 4 - 100 hours	$12,961.05
Option B Optional Operations Year 5 - 100 hours	$13,110.09
Total Option B Operations	**$ 112,765.00**
Option B Grand Total	**$142,467.25**

Provider Services Schedule E - Resource Hourly Rates

Schedule E - Resource Hourly Rates			CPI-U Adjusted	
Type of resource	Phases		Phases	
	DDI and Certification	Operations	DDI and Certification	Operations
Account Executive	$113.00	$119.01	$145.28	$153.00
Advanced Business Analyst	$90.68	$94.42	$116.59	$121.39
Advanced Developer	$90.68	$94.42	$116.59	$121.39
Advanced Project Manager	$90.68	$94.42	$116.59	$121.39
Advanced Tester	$101.28	$105.46	$130.22	$135.58
Developer	$90.68	$94.42	$116.59	$121.39
Sr. Account Security Officer	$113.00	$117.65	$145.28	$151.27
Sr. Architect	$113.00	$117.65	$145.28	$151.27
Sr. Business Analyst	$113.00	$117.65	$145.28	$151.27
Sr. Developer	$113.00	$117.65	$145.28	$151.27
Sr. Project/Program Manager	$113.00	$117.65	$145.28	$151.27
Tester	$47.50	$49.46	$61.07	$63.58
Call Center Rep	$34.78	$36.22	$44.72	$46.56
Provider Enrollment Clerk	$34.78	$36.22	$44.72	$46.56
Sr Provider Enrollment Lead	$42.53	$44.29	$54.68	$56.94
Trainer	$60.55	$63.04	$77.85	$81.05
Site Representative	$60.55	$63.04	$77.85	$81.05
Sr. ITO Delivery Lead	$138.05	$143.74	$177.49	$184.80
Sr. ITO Technology Lead	$125.20	$130.36	$160.97	$167.60
Sr. ITO Services Lead	$138.05	$143.74	$177.49	$184.80

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

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*	
Median Providers:		**No Variable Pricing in Group 1**			**-**		**-**		**149,230**		**-**		**-**			**-**
	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	$ 6,581,259.35	N/A	N/A	N/A	$ 16.8116	$ -	$ 18.7409	$ -	$ 19.4584	$ 2,417,317.03	$ 18.5378	$ -	$ 17.7544	$ -	$ 18.1546	$ -
Core DDI Costs:	**$ 6,581,259.35**			**$ -**		**$ -**		**$ -**		**$ 2,417,317.03**		**$ -**		**$ -**		**$ -**

Total Core DDI Costs: $ 8,998,576.38

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**251.989000**
B. CPI-U for Participating Addendum Date:	**323.976000**
C. Index Point Change equals B minus A:	**71.987000**
D. Equals C divided by A:	**0.285675**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.285675**

COLA Percentage:
Year 1 Variable Rate:
Variable Rate Factor Group 2-7:

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		
Median Providers:			No Variable Pricing in Group 1					-			-			149,230			-			-			-
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:	$ 306,124.28	$ 3,673,491.41	N/A	N/A	N/A	$ 1.2980	$ -	$ -	$ 1.4794	$ -	$ -	$ 1.5130	$ 187,959.99	$ 2,255,519.88	$ 1.3716	$ -	$ -	$ 1.1638	$ -	$ -	$ 1.1650	$ -	$ -
Operations Year 2:	$ 292,481.24	$ 3,509,774.88	N/A	N/A	N/A	$ 1.2989	$ -	$ -	$ 1.4931	$ -	$ -	$ 1.5258	$ 189,550.13	$ 2,274,601.56	$ 1.3826	$ -	$ -	$ 1.1707	$ -	$ -	$ 1.1680	$ -	$ -
Operations Year 3:	$ 287,903.64	$ 3,454,843.74	N/A	N/A	N/A	$ 1.3309	$ -	$ -	$ 1.5239	$ -	$ -	$ 1.5541	$ 193,065.84	$ 2,316,790.08	$ 1.4085	$ -	$ -	$ 1.1922	$ -	$ -	$ 1.1876	$ -	$ -
Operations Year 4:	$ 285,469.80	$ 3,425,637.57	N/A	N/A	N/A	$ 1.3591	$ -	$ -	$ 1.5527	$ -	$ -	$ 1.5809	$ 196,395.21	$ 2,356,742.52	$ 1.4331	$ -	$ -	$ 1.2128	$ -	$ -	$ 1.2067	$ -	$ -
Operations Optional Year 5:	$ 284,764.17	$ 3,417,170.01	N/A	N/A	N/A	$ 1.3858	$ -	$ -	$ 1.5809	$ -	$ -	$ 1.6075	$ 199,699.73	$ 2,396,396.76	$ 1.4580	$ -	$ -	$ 1.2335	$ -	$ -	$ 1.2264	$ -	$ -
Operations Optional Year 6:	$ 291,622.36	$ 3,499,468.29	N/A	N/A	N/A	$ 1.3964	$ -	$ -	$ 1.5995	$ -	$ -	$ 1.6274	$ 202,171.90	$ 2,426,062.80	$ 1.4778	$ -	$ -	$ 1.2501	$ -	$ -	$ 1.2436	$ -	$ -
Operations Optional Year 7:	$ 297,350.68	$ 3,568,208.20	N/A	N/A	N/A	$ 1.4101	$ -	$ -	$ 1.6202	$ -	$ -	$ 1.6490	$ 204,855.27	$ 2,458,263.24	$ 1.4988	$ -	$ -	$ 1.2677	$ -	$ -	$ 1.2618	$ -	$ -
Operations Optional Year 8:	$ 304,243.37	$ 3,650,920.41	N/A	N/A	N/A	$ 2.6196	$ -	$ -	$ 1.6399	$ -	$ -	$ 1.6701	$ 207,476.52	$ 2,489,718.24	$ 1.5195	$ -	$ -	$ 1.2852	$ -	$ -	$ 1.2799	$ -	$ -
Operations Optional Year 9:	$ 311,495.05	$ 3,737,940.61				$ 2.6448	$ -	$ -	$ 1.6599	$ -	$ -	$ 1.6914	$ 210,122.62	$ 2,521,471.44	$ 1.5405	$ -	$ -	$ 1.3028	$ -	$ -	$ 1.2984	$ -	$ -
Core Operations Costs:		**$ 31,937,455.11**			**$ -**			**$ -**			**$ -**			**$ 21,495,566.52**			**$ -**			**$ -**			**$ -**

Total Core Operations Costs: $ 53,433,021.63

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**251.989000**
B. CPI-U for Participating Addendum Date:	**323.976000**
C. Index Point Change equals B minus A:	**71.987000**
D. Equals C divided by A:	**0.285675**
E. CPI-U Inflation Percentage equals B plus 1.(	**1.285675**

COLA Percentage:	
Year 1 Variable Rate:	
Variable Rate Factor Group 2-7:	

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:		-		-		-		**1,500**		-		-		-
	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:	$ 142.7983	$ -	$ 142.7983	$ -	$ 142.7983	$ -	$ 142.7983	$ 214,197.45	$ 142.7983	$ -	$ 142.7983	$ -	$ 142.7983	$ -
Core DDI Enhancement Pool Hour Costs:		**$ -**		**$ -**		**$ -**		**$ 214,197.45**		**$ -**		**$ -**		**$ -**

Total Core DDI Ehancement Pool Hour Costs: $ 214,197.45

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**251.989000**
B. CPI-U for Participating Addendum Date:	**323.976000**
C. Index Point Change equals B minus A:	**71.987000**
D. Equals C divided by A:	**0.285675**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.285675**

COLA Percentage:														
Year 1 Hourly Rate:														
Variable Rate Factor Group 2-7:														

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.

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:		-		-				**500**		-		-		-
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:	$ 143.7979	$ -	$ 143.7979	$ -	$ 143.7979	$ -	$ 215.6968	$ 107,848.40	$ 215.6968	$ -	$ 215.6968	$ -	$ 215.6968	$ -
Operations Year 2:	$ 145.4484	$ -	$ 145.4515	$ -	$ 145.4515	$ -	$ 218.1773	$ 109,088.65	$ 218.1773	$ -	$ 218.1773	$ -	$ 218.1773	$ -
Operations Year 3:	$ 147.1198	$ -	$ 147.1242	$ -	$ 147.1242	$ -	$ 220.6863	$ 110,343.15	$ 220.6863	$ -	$ 220.6863	$ -	$ 220.6863	$ -
Operations Year 4:	$ 148.8169	$ -	$ 148.8161	$ -	$ 148.8161	$ -	$ 223.2242	$ 111,612.10	$ 223.2242	$ -	$ 223.2242	$ -	$ 223.2242	$ -
Operations Optional Year 5:	$ 150.5268	$ -	$ 150.5275	$ -	$ 150.5275	$ -	$ 225.7913	$ 112,895.65	$ 225.7913	$ -	$ 225.7913	$ -	$ 225.7913	$ -
Operations Optional Year 6:	$ 152.2625	$ -	$ 152.2585	$ -	$ 152.2585	$ -	$ 228.3879	$ 114,193.95	$ 228.3879	$ -	$ 228.3879	$ -	$ 228.3879	$ -
Operations Optional Year 7:	$ 154.0110	$ -	$ 154.0095	$ -	$ 154.0095	$ -	$ 231.0144	$ 115,507.20	$ 231.0144	$ -	$ 231.0144	$ -	$ 231.0144	$ -
Operations Optional Year 8:	$ 155.7853	$ -	$ 155.7806	$ -	$ 155.7806	$ -	$ 233.6711	$ 116,835.55	$ 233.6711	$ -	$ 233.6711	$ -	$ 233.6711	$ -
Operations Optional Year 9:	$ 157.5723	$ -	$ 157.5721	$ -	$ 157.5721	$ -	$ 236.3583	$ 118,179.15	$ 236.3583	$ -	$ 236.3583	$ -	$ 236.3583	$ -
Core Operations Enhancement Pool Hour Costs:		**$ -**		**$ -**		**$ -**		**$ 1,016,503.80**		**$ -**		**$ -**		**$ -**

Total Core Operations Enhancement Pool Hour Costs: $ 1,016,503.80

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**251.989000**
B. CPI-U for Participating Addendum Date:	**323.976000**
C. Index Point Change equals B minus A:	**71.987000**
D. Equals C divided by A:	**0.285675**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.285675**

COLA Percentage:
Year 1 Hourly Rate:
Variable Rate Factor Group 2-7:

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.

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	
Median Providers:		No Variable Pricing in Group 1				-		-		149,230		-		-		-
	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	$ 70,861.80	N/A	N/A	N/A	$ 0.2362	$ -	$ 0.2362	$ -	$ 0.2362	$ 29,343.13	$ 0.2362	$ -	$ 0.2362	$ -	$ 0.2362	$ -
Option A DDI Costs:	**$ 70,861.80**			**$ -**		**$ -**		**$ -**		**$ 29,343.13**		**$ -**		**$ -**		**$ -**

Total Option A DDI Costs: $ 100,204.93

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**251.989000**
B. CPI-U for Participating Addendum Date:	**323.976000**
C. Index Point Change equals B minus A:	**71.987000**
D. Equals C divided by A:	**0.285675**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.285675**

COLA Percentage:
Year 1 Variable Rate:
Variable Rate Factor Group 2-7:

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		
Median Providers:			No Variable Pricing in Group 1					-			-			149,230			-			-			-
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:	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Year 2:	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Year 3:	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Year 4:	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Optional Year 5:	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Optional Year 6:	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Optional Year 7:	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Optional Year 8:	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations Optional Year 9:	$ -	$ -	N/A	N/A	N/A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Option A Operations Costs:		**$ -**			**$ -**			**$ -**			**$ -**			**$ -**			**$ -**			**$ -**			**$ -**

Total Option A Operations Costs: $ -

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**251.989000**
B. CPI-U for Participating Addendum Date:	**323.976000**
C. Index Point Change equals B minus A:	**71.987000**
D. Equals C divided by A:	**0.285675**
E. CPI-U Inflation Percentage equals B plus 1.0(	**1.285675**

COLA Percentage:	0.00%						
Year 1 Variable Rate:	$ -						
Variable Rate Factor Group 2-7:		1	1	1	1	1	1

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	
	-	*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:		-		-		-		**500**		-		-		-
	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:	$ 142.7974	$ -	$ 142.7974	$ -	$ 142.7974	$ -	$ 142.7974	$ 71,398.70	$ 142.7974	$ -	$ 142.7974	$ -	$ 142.7974	$ -
Option A DDI Enhancement Pool Hour Costs:		**$ -**		**$ -**		**$ -**		**$ 71,398.70**		**$ -**		**$ -**		**$ -**

Total Option A DDI Enhancement Pool Hour Costs: $ 71,398.70

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**251.989000**
B. CPI-U for Participating Addendum Date:	**323.976000**
C. Index Point Change equals B minus A:	**71.987000**
D. Equals C divided by A:	**0.285675**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.285675**

COLA Percentage:														
Year 1 Hourly Rate:														
Variable Rate Factor Group 2-7:														

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.

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:		**-**		**-**		**-**		**100**		**-**		**-**		**-**
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:	$ 143.7979	$ -	$ 143.7979	$ -	$ 143.7979	$ -	$ 143.7979	$ 14,379.79	$ 143.7979	$ -	$ 143.7979	$ -	$ 143.7979	$ -
Operations Year 2:	$ 145.4484	$ -	$ 145.4515	$ -	$ 145.4515	$ -	$ 145.4515	$ 14,545.15	$ 145.4515	$ -	$ 145.4515	$ -	$ 145.4515	$ -
Operations Year 3:	$ 147.1198	$ -	$ 147.1242	$ -	$ 147.1242	$ -	$ 147.1242	$ 14,712.42	$ 147.1242	$ -	$ 147.1242	$ -	$ 147.1242	$ -
Operations Year 4:	$ 148.8169	$ -	$ 148.8161	$ -	$ 148.8161	$ -	$ 148.8161	$ 14,881.61	$ 148.8161	$ -	$ 148.8161	$ -	$ 148.8161	$ -
Operations Optional Year 5:	$ 150.5268	$ -	$ 150.5275	$ -	$ 150.5275	$ -	$ 150.5275	$ 15,052.75	$ 150.5275	$ -	$ 150.5275	$ -	$ 150.5275	$ -
Operations Optional Year 6:	$ 152.2625	$ -	$ 152.2585	$ -	$ 152.2585	$ -	$ 152.2585	$ 15,225.85	$ 152.2585	$ -	$ 152.2585	$ -	$ 152.2585	$ -
Operations Optional Year 7:	$ 154.0110	$ -	$ 154.0095	$ -	$ 154.0095	$ -	$ 154.0095	$ 15,400.95	$ 154.0095	$ -	$ 154.0095	$ -	$ 154.0095	$ -
Operations Optional Year 8:	$ 155.7853	$ -	$ 155.7806	$ -	$ 155.7806	$ -	$ 155.7806	$ 15,578.06	$ 155.7806	$ -	$ 155.7806	$ -	$ 155.7806	$ -
Operations Optional Year 9:	$ 157.5723	$ -	$ 157.5721	$ -	$ 157.5721	$ -	$ 157.5721	$ 15,757.21	$ 157.5721	$ -	$ 157.5721	$ -	$ 157.5721	$ -
Option A Operations Enhancement Pool Hour Costs:		**$ -**		**$ -**		**$ -**		**$ 135,533.79**		**$ -**		**$ -**		**$ -**

Total Option A Operations Enhancement Pool Hour Costs:	**$ 135,533.79**

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**251.989000**
B. CPI-U for Participating Addendum Date:	**323.976000**
C. Index Point Change equals B minus A:	**71.987000**
D. Equals C divided by A:	**0.285675**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.285675**

COLA Percentage:						
Year 1 Hourly Rate:						
Variable Rate Factor Group 2-7:						

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.

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*	
Median Providers:		**No Variable Pricing in Group 1**				**-**		**-**		**149,230**		**-**		**-**		**-**
	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	$ 724,233.68	N/A	N/A	N/A	$ 2.4141	$ -	$ 1.8106	$ -	$ 1.5391	$ 191,202.39	$ 1.3852	$ -	$ 1.3575	$ -	$ 1.3304	$ -
Option B DDI Costs:	**$ 724,233.68**			**$ -**		**$ -**		**$ -**		**$ 191,202.39**		**$ -**		**$ -**		**$ -**

Total Option B DDI Costs: $ 915,436.07

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**251.989000**
B. CPI-U for Participating Addendum Date:	**323.976000**
C. Index Point Change equals B minus A:	**71.987000**
D. Equals C divided by A:	**0.285675**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.285675**

COLA Percentage:
Year 1 Variable Rate:
Variable Rate Factor Group 2-7:

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*		
Median Providers:			**No Variable Pricing in Group 1**					**-**			**-**			**149,230**			**-**			**-**			**-**
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:	$ 104,308.55	$ 1,251,702.60	N/A	N/A	N/A	$ 3.9265	$ -	$ -	$ 3.5230	$ -	$ -	$ 3.0032	$ 373,087.54	$ 4,477,050.48	$ 2.4994	$ -	$ -	$ 2.4582	$ -	$ -	$ 2.4376	$ -	$ -
Operations Year 2:	$ 105,508.10	$ 1,266,097.20	N/A	N/A	N/A	$ 2.9407	$ -	$ -	$ 3.2448	$ -	$ -	$ 2.7292	$ 339,048.52	$ 4,068,582.24	$ 2.1967	$ -	$ -	$ 2.1860	$ -	$ -	$ 2.1777	$ -	$ -
Operations Year 3:	$ 106,721.44	$ 1,280,657.28	N/A	N/A	N/A	$ 2.9779	$ -	$ -	$ 2.8142	$ -	$ -	$ 2.3969	$ 297,766.89	$ 3,573,202.68	$ 1.9996	$ -	$ -	$ 1.9884	$ -	$ -	$ 1.9807	$ -	$ -
Operations Year 4:	$ 107,948.73	$ 1,295,384.76	N/A	N/A	N/A	$ 3.0226	$ -	$ -	$ 2.8406	$ -	$ -	$ 2.4153	$ 300,052.72	$ 3,600,632.64	$ 2.0111	$ -	$ -	$ 1.9995	$ -	$ -	$ 1.9923	$ -	$ -
Operations Optional Year 5:	$ 109,190.14	$ 1,310,281.68	N/A	N/A	N/A	$ 3.0775	$ -	$ -	$ 2.8934	$ -	$ -	$ 2.4596	$ 305,556.11	$ 3,666,673.32	$ 2.0483	$ -	$ -	$ 2.0363	$ -	$ -	$ 2.0289	$ -	$ -
Operations Optional Year 6:	$ 110,445.82	$ 1,325,349.84	N/A	N/A	N/A	$ 3.1372	$ -	$ -	$ 2.9477	$ -	$ -	$ 2.5050	$ 311,196.15	$ 3,734,353.80	$ 2.0863	$ -	$ -	$ 2.0739	$ -	$ -	$ 2.0662	$ -	$ -
Operations Optional Year 7:	$ 111,715.95	$ 1,340,591.40	N/A	N/A	N/A	$ 3.2008	$ -	$ -	$ 3.0036	$ -	$ -	$ 2.5519	$ 317,022.54	$ 3,804,270.48	$ 2.1251	$ -	$ -	$ 2.1122	$ -	$ -	$ 2.1044	$ -	$ -
Operations Optional Year 8:	$ 113,000.69	$ 1,356,008.28	N/A	N/A	N/A	$ 3.2587	$ -	$ -	$ 3.0608	$ -	$ -	$ 2.5996	$ 322,948.31	$ 3,875,379.72	$ 2.1647	$ -	$ -	$ 2.1514	$ -	$ -	$ 2.1433	$ -	$ -
Operations Optional Year 9:	$ 114,300.20	$ 1,371,602.40				$ 3.3275	$ -	$ -	$ 3.1190	$ -	$ -	$ 2.6485	$ 329,023.16	$ 3,948,277.92	$ 2.2051	$ -	$ -	$ 2.1914	$ -	$ -	$ 2.1831	$ -	$ -
Option B Operations Costs:		**$ 11,797,675.44**			**$ -**			**$ -**			**$ -**			**$ 34,748,423.28**			**$ -**			**$ -**			**$ -**

Total Option B Operations Costs: $ 46,546,098.72

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**251.989000**
B. CPI-U for Participating Addendum Date:	**323.976000**
C. Index Point Change equals B minus A:	**71.987000**
D. Equals C divided by A:	**0.285675**
E. CPI-U Inflation Percentage equals B plus 1.(	**1.285675**

COLA Percentage:	
Year 1 Variable Rate:	
Variable Rate Factor Group 2-7:	

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:		-		-		-		**250**		-		-		-
	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:	$ 118.8090	$ -	$ 118.8090	$ -	$ 118.8090	$ -	$ 118.8090	$ 29,702.25	$ 118.8090	$ -	$ 118.8090	$ -	$ 118.8090	$ -
Option B DDI Enhancement Pool Hour Costs:		**$ -**		**$ -**		**$ -**		**$ 29,702.25**		**$ -**		**$ -**		**$ -**

Total Option B DDI Enhancement Pool Hour Costs: $ 29,702.25

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**251.989000**
B. CPI-U for Participating Addendum Date:	**323.976000**
C. Index Point Change equals B minus A:	**71.987000**
D. Equals C divided by A:	**0.285675**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.285675**

COLA Percentage:														
Year 1 Hourly Rate:														
Variable Rate Factor Group 2-7:														

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.

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:		-		-		-		**100**		-		-		-
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:	$ 119.6407	$ -	$ 119.6407	$ -	$ 119.6407	$ -	$ 119.6407	$ 11,964.07	$ 119.6407	$ -	$ 119.6407	$ -	$ 119.6407	$ -
Operations Year 2:	$ 121.0206	$ -	$ 121.0166	$ -	$ 121.0166	$ -	$ 121.0166	$ 12,101.66	$ 121.0166	$ -	$ 121.0166	$ -	$ 121.0166	$ -
Operations Year 3:	$ 122.4091	$ -	$ 122.4084	$ -	$ 122.4084	$ -	$ 122.4084	$ 12,240.84	$ 122.4084	$ -	$ 122.4084	$ -	$ 122.4084	$ -
Operations Year 4:	$ 123.8105	$ -	$ 123.8160	$ -	$ 123.8160	$ -	$ 123.8160	$ 12,381.60	$ 123.8160	$ -	$ 123.8160	$ -	$ 123.8160	$ -
Operations Optional Year 5:	$ 125.2376	$ -	$ 125.2399	$ -	$ 125.2399	$ -	$ 125.2399	$ 12,523.99	$ 125.2399	$ -	$ 125.2399	$ -	$ 125.2399	$ -
Operations Optional Year 6:	$ 126.6776	$ -	$ 126.6801	$ -	$ 126.6801	$ -	$ 126.6801	$ 12,668.01	$ 126.6801	$ -	$ 126.6801	$ -	$ 126.6801	$ -
Operations Optional Year 7:	$ 128.1304	$ -	$ 128.1369	$ -	$ 128.1369	$ -	$ 128.1369	$ 12,813.69	$ 128.1369	$ -	$ 128.1369	$ -	$ 128.1369	$ -
Operations Optional Year 8:	$ 129.6089	$ -	$ 129.6105	$ -	$ 129.6105	$ -	$ 129.6105	$ 12,961.05	$ 129.6105	$ -	$ 129.6105	$ -	$ 129.6105	$ -
Operations Optional Year 9:	$ 131.1003	$ -	$ 131.1009	$ -	$ 131.1009	$ -	$ 131.1009	$ 13,110.09	$ 131.1009	$ -	$ 131.1009	$ -	$ 131.1009	$ -
Option B Operations Enhancement Pool Hour Costs:		**$ -**		**$ -**		**$ -**		**$ 112,765.00**		**$ -**		**$ -**		**$ -**

Total Option B Operations Enhancement Pool Hour Costs:	**$ 112,765.00**

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**251.989000**
B. CPI-U for Participating Addendum Date:	**323.976000**
C. Index Point Change equals B minus A:	**71.987000**
D. Equals C divided by A:	**0.285675**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.285675**

COLA Percentage:	1.15%													
Year 1 Hourly Rate:	$ 119.64													
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.

Exhibit 4 – Project Work Plan

Any changes to the Work Plan approved in the participating addendum must be baseline ready and submitted to the Department no later than 30 calendar days following the participating addendum Effective Date and receive Department's approval no later than 45 calendar days following the participating addendum Effective Date. During this 30-day period, Work Plan tasks, resource assignments, and task hours may be elaborated but major milestone dates must not change. Once the Work Plan is baselined, Work Plan tasks may be elaborated but major milestone dates must not change and only minimal changes to the total Work Plan hours will be permitted. Major milestone dates may only be changed through an amendment of the participating addendum.

REQUEST FOR QUOTE FOR

PROVIDER MANAGEMENT MODULE

ISSUING OFFICE

Commonwealth of Pennsylvania
Department of Human Services
Bureau of Procurement and Contract Management
Health and Human Services Building, Room 832
625 Forster Street
Harrisburg, PA 17120

PA 01-23

DATE OF ISSUANCE

November 13, 2024

REQUEST FOR QUOTE FOR

PROVIDER SERVICES MODULE

TABLE OF CONTENTS

APPENDICES	**[3]**
CALENDAR OF EVENTS	**[4]**
Part I - GENERAL INFORMATION	**[5]**
Part II - CRITERIA FOR SELECTION	**[16]**
Part III - TECHNICAL SUBMITTAL	**[18]**
Part IV – COST SUBMITTAL	**[38]**

APPENDICES

APPENDIX A, PMM LIST OF ACRONYMS

APPENDIX B, PMM BACKGROUND

APPENDIX C, IT CONTRACT TERMS AND CONDITIONS, DHS ADDENDUM TO IT CONTRACT TERMS AND CONDITIONS, AND AUDIT CLAUSE C

APPENDIX D, QUOTE COVER SHEET

APPENDIX E, LOBBYING CERTIFICATION AND DISCLOSURE

APPENDIX F, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT SUB-RECIPIENT DATA SHEET

APPENDIX G, WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

APPENDIX H, TRADE SECRET CONFIDENTIAL PROPRIETARY INFORMATION NOTICE FORM

APPENDIX I, PMM DEMONSTRATION WORKSHEET

APPENDIX J, MMIS MODERNIZATION INTEGRATED MASTER SCHEDULE PROCEDURE DOCUMENT

APPENDIX K, MMIS MODERNIZATION RISKS AND ISSUES MANAGEMENT PLAN

APPENDIX L, MMIS MODERNIZATION DOCUMENTATION MANAGEMENT PLAN

APPENDIX M, MMIS MODERNIZATION TRAINING PLAN

APPENDIX N, MMIS MODERNIZATION COMMUNICATIONS PLAN

APPENDIX O, MMIS MODERNIZATION DEFECT MANAGEMENT PLAN

APPENDIX P, MMIS MODERNIZATION REQUIREMENTS MANAGEMENT PLAN

APPENDIX Q, MMIS MODERNIZATION TEST STRAGEY DOCUMENT

APPENDIX R, MMIS MODERNIZATION IMPLEMENTATION PLAN

APPENDIX S, MMIS MODERNIZATION RELEASE MANAGEMENT PLAN

APPENDIX T, MMIS MODERNIZATION CLOSEOUT PLAN

APPENDIX U, MMIS MODERNIZATION CHANGE MANAGEMENT PLAN

APPENDIX V, PMM REQUIREMENTS RESPONSE MATRIX

APPENDIX W, MMIS MODERNIZATION DISASTER RECOVERY PLAN

APPENDIX X, NASPO MASTER AGREEMENT AND PENNSYLVANIA-SPECIFIC SLAs

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit questions via email to RA-PWRFQQUESTIONS@PA.GOV	Potential Contractors	December 2, 2024 12:00 PM EST
Answers to potential questions will be provided via email by the Department.	DHS	December 9. 2024
Quotes should be received by the Issuing Office at RA-PWRFQQUESTIONS@PA.GOV as provided in Part I, Sections I-10 and I-11.A and Part III, Section III-3.	Potential Contractors	December 27, 2024 12:00 PM EST

PART I

GENERAL INFORMATION

I-1. Purpose. This Request for Quote ("RFQ") for a National Association of State Procurement Officials ("NASPO") Participating Addendum ("PA") provides to those interested in submitting quotes for the subject procurement ("Contractor") sufficient information to enable them to prepare and submit applications for the Department of Human Services' ("Department" or "DHS") consideration on behalf of the Commonwealth of Pennsylvania ("Commonwealth") to satisfy a need for a Provider Management Module ("PMM") in accordance with the Contractor's **NASPO Attachment G, Pricing Schedule** based on an estimated 139,000 unduplicated providers. This RFQ contains instructions governing the requested prices, including the requirements for the information and material to be included; a description of the service to be provided; requirements that Contractors shall meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFQ.

I-2. Issuing Office. The Department's Office of Administration, Bureau of Procurement and Contract Management ("Issuing Office") has issued this RFQ on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFQ shall be Eric McCoy, RA-PWRFQQUESTIONS@PA.GOV, the Issuing Officer for this RFQ. Please refer all inquiries to the Issuing Officer.

I-3. Overview of Project.

Pennsylvania's current Medicaid Management Information System ("MMIS"), PROMISe™, is a comprehensive Medicaid claims processing system that supports both traditional Fee for Service ("FFS") and managed care delivery models. Gainwell Technologies, LLC ("Gainwell") is the Medicaid Fiscal Agent ("FA") for the Commonwealth. The PMM contractor selected through this RFQ will replace the current provider management functionality in PROMISe™ with their module. The selected Contractor's solution should incorporate provider management functionality currently used in PROMISe. The Department expects to implement the PMM and decommission the existing provider management functionality. All historical provider data in PROMISe™ shall be converted by the selected Contractor to the Contractor's PMM for validation against provider claim requests and other provider management uses. The selected Contractor shall provide technical user training and user technical support for 24 hours a day, seven days a week.

The Department is seeking a single qualified contractor to provide management services for the PMM through the NASPO Value Point Provider Services Module agreement. The selected Contractor shall provide the Core Services, Option A, and Option B offered through the NASPO Value Point agreement. The PMM shall meet all current federal mandates, state regulations, and technology standards including the Centers for Medicare and Medicaid Services ("CMS") Conditions and Standards set forth in 42 CFR §433.112, which includes the Medicaid Information Technology Architecture ("MITA").

The selected Contractor shall provide Design, Development, and Implementation ("DDI") services and continual Maintenance and Operations ("M&O") services throughout the Participating Addendum period. The Contractor's PMM shall be configurable and flexible to the Department's specific requirements and changing business needs. The Contractor's PMM shall meet CMS mandates and include the following Core Service functionality:

- Self-service enrollment;
- Provider maintenance portal configurable by provider type, provider specialty, and risk level;
- Public facing, searchable provider directory identifying clinicians based on information such as specialty, location, hours, and health plan participation in accordance with CMS Interoperability and Patient Access Final Rule (CMS-9115-F);
- Automatic workflow routing for updates, revalidation, and other manual processes; and
- Provider data reporting, visualization, and dashboard capabilities.

The Contractor's PMM must also include the following additional Option A and B services:

- Self-service member eligibility, claim status inquiries, and benefit limit verifications;
- Upload, view, and download files;
- Online provider appeal request;
- Online access to enter claims;
- Conduct Provider Site visits;
- Vendor Technical Help Desk Support;
- Vendor operated Provider Services Call Center with Management System and Integrated Voice Response System/Automated Voice Response System;
- Staffing; and
- Collect and enter State Auditor's Office Financial Information.

I-4. Objectives.

The Department has developed expected outcomes and benefits to the Commonwealth in implementing the new PMM. The selected Contractor's module shall assist the Department in meeting and exceeding the following outcomes at a minimum:

A. Provider Enrollment Processing Time

- Reduce the average time to process applications for new enrollments and revalidations.

B. Reporting and Dashboarding

- Implement a real-time dashboard to monitor operational metrics to identify trends and potential barriers for providers enrolling and participating in the Commonwealth Medicaid programs.
- Implement a public facing, searchable Provider Directory, in accordance with CMS Interoperability and Patient Access Final Rule (CMS-9115-F), Section 5123 of the Consolidation Appropriations Act, 2023 (P.L. 117-328), and PA Act 146 of 2022,to increase efficiencies in identifying clinicians based on information such as specialty, location, hours, and health plan participation.

C. Provider Satisfaction

- Reduce the number of applications that are returned to a provider for additional information through the implementation of a robust easy-to-use provider portal.
- Reduce the number of calls or complaints from providers due to enrollment and ongoing maintenance activities issues.
- Improve provider satisfaction by allowing multiple service locations on a single application for new enrollments and revalidations.
- Increase efficiency within the application process by pre-populating information for previously and currently enrolled providers.

D. Provider Portal

- Implement a provider portal with self-service capabilities to reduce Commonwealth workload and improve data integrity by allowing providers to update certain information including phone numbers, contact information, and fee assignments.

E. Process Standardization and Automation

- Increase efficiencies within processes including application submission, screening, credentialing, and termination by implementing standardized processes and workflow automation.

F. Future Enhancements

- Support integration with future Provider-related modules (e.g., Centralized Credentialing capabilities).

I-5. Type of Agreement. The Department intends to award one Participating Addendum as the result of this RFQ. If the Department enters into a Participating Addendum, it will be a Participating Addendum substantially in the form of the selected Contractor's NAPSO Model PA and incorporate the terms of the MMIS Provider Services Module Master Agreement between Contractor and the State of Montana. It will be a Firm, Fixed Priced Participating Addendum containing the IT Contract Terms and Conditions, DHS Addendum to IT Contract Terms and Conditions, and Audit Clause C as shown in **Appendix C** of this RFQ. The Department, in its sole discretion, may undertake negotiations with Contractors whose quotes, in the judgment of the Department, show them to be qualified, responsible, and capable of performing the Project.

I-6. Rejection of Quotes. The Department, in its sole and complete discretion, may reject any quote received as a result of this RFQ.

I-7. Incurring Costs. The Commonwealth and the Department are not liable for any costs a Contractor incurs in the preparation and submission of its quote, in participating in the RFQ process, or in anticipation of Participating Addendum award.

I-8. Questions & Answers. If a Contractor has questions regarding this RFQ, the Contractor shall submit the questions by email **(with the subject line "PA 01-23 Question")** to the Issuing Officer named in **Part I, Section I-2** of this RFQ. If the Contractor has questions, they shall be submitted as they arise via email but **no later than** the date stated in the Calendar of Events. The Contractor shall not attempt to contact the Issuing Officer by any other means.

When questions are submitted after the date specified in the Calendar of Events, the Issuing Officer may respond to questions of an administrative nature by directing the questioning

Contractor to specific provisions in the RFQ. If the Department decides to respond to a non-administrative question after the date for receipt of questions, DHS will provide the answer to all Contractors through an addendum.

All responses to questions will be issued via electronic communication to all Contractors and are considered as an addendum to, and part of, this RFQ in accordance with RFQ Part I, Section I-9 of this RFQ.

I-9. Addenda to the RFQ. If the Department deems it necessary to revise any part of this RFQ before the quote response date, the Department will issue an addendum via electronic communication to all Contractors. The Department shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFQ or formally issued as an addendum.

I-10. Response Date. To be considered for selection, Contractors shall submit electronic copies of their quotes to the Issuing Office, and the Issuing Office shall receive the quotes no later than the date and time specified in the Calendar of Events. Electronic copies of quotes shall be submitted to RA-PWRFQQUESTIONS@PA.GOV. Contractors should allow sufficient time for electronic submission and receipt of their quotes. The Department will not accept hard copy quotes or quotes via facsimile transmission. The Department will reject late quotes or portions of quotes. "Late" includes, but is not limited to, quotes which are received within a minute or less after the due date and time, as well as quotes that are received several hours or days after the due date and time.

I-11. Quote Requirements.

A. Quote Submission. To be considered, Contractors should submit a complete response to this RFQ to the Issuing Office, using the format provided in Part I, Section I-11.B, providing one copy of the **Technical Submittal** and one copy of their updated **NASPO Attachment G, Pricing Schedule** via email to **RA-PWRFQQUESTIONS@PA.GOV**. The subject line of the email shall specify "PA #01-23 Quote". Email attachments are limited to 10 MB, cumulatively, per email, and files may not be sent in any compressed format. Any part of the quote or its attachments over that limit shall be sent via separate emails, with each labeled "PA #01-23 Quote Part X of Y", where Y is the total number of emails. DHS will not accept encrypted email for the quote submission.

The electronic response shall be in Microsoft Office or Microsoft Office-compatible format to include Adobe Acrobat pdf files, except for their **NASPO Attachment G, Pricing Schedule**, which should be submitted as a Microsoft Excel Spreadsheet; and any spreadsheets shall be in Microsoft Excel. If a Contractor designates information as confidential or proprietary or trade secret protected in accordance with **Part I, Section I-17**, the Contractor shall also include one redacted version of the Technical Submittal. Contractors may not lock or protect any cells or tabs on the Cost Submittal Worksheet. Contractors shall not lock, encrypt, or restrict access to any files. Contractors shall make no other distribution of its quote to any other Contractor, Commonwealth official, or Commonwealth consultant. Each quote page should be numbered for ease of reference. An official authorized to bind the Contractor to its provisions shall sign the quote. If the official signs the Quote Cover Sheet (**Appendix D, Quote Cover Sheet**) and the Quote Cover Sheet is attached to the Contractor's quote, the requirement will be met. For this RFQ, the quote shall remain valid for 120 days or until a Participating Addendum is fully executed. If the

Department selects the Contractor's quote for award, the contents of the selected Contractor's quote will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Contractor submitting a quote specifically waives the ability to withdraw or modify it, except that of the Contractor may withdraw its quote by written notice and submitting it to RA-PWRFQQUESTIONS@PA.GOV prior to the date and time specified in the Calendar of Events of when quotes are due. A Contractor may modify its submitted quote prior to the exact hour and date set for quote receipt only by submitting a new quote or modification that complies with the RFQ requirements.

B. Quote Format. Contractors should respond to all quote requirements to be considered. Contractors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the quote. Each quote shall consist of the following items:

1. Technical Submittal.

Contractors should format their responses as outlined below, including all sections, and should consider the email attachment file size limitations included in **Section I-11.A** for file contents. The Technical Submittal shall include the following sections:

- Table of Contents
- Statement of the Project
- Qualifications
- Project Management
- Project Work Plan
- Project Tasks
- Requirements Core Services
- Requirements Option A
- Requirements Option B
- Reports and Project Control
- Performance Standards
- Objections to Standard Terms and Conditions

Technical Submittals shall adhere to the following format:

a. Pages shall be 8.5 by 11 inches with right and left margins of one inch.

b. Shall use Arial or Times New Roman font with a type size of 12.

c. Section headings, shown in this Part I, Section I-11, should be used.

d. Include a page number and identification of the Contractor in the page footer of each page.

e. Specifically reference materials provided in any appendix by page numbers in the body of the quote.

f. Exceptions for paper and font size are permissible for project schedule (Microsoft Project) or for graphical exhibits and material in appendices.

2. **Lobbying Certification and Disclosure of Lobbying Activities.** This Project will be funded, in whole or in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the recipient or by any lower tier sub-recipients of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. All parties who submit quotes in response to this RFQ shall complete, sign, and submit the Lobbying Certification Form and if applicable, complete the Disclosure of Lobbying Activities Form (**Appendix E, Lobbying Certification and Disclosure**) with the bid, proposal, or quote.

3. **Federal Funding Accountability and Transparency Act Sub-Recipient Data Sheet.** Complete and submit the Federal Funding Accountability and Transparency Act Sub-Recipient Data Sheet (**Appendix F, Federal Funding Accountability and Transparency Act Sub-Recipient Data Sheet**) with the bid, proposal, or quote.

4. **Worker Protection and Investment.** Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment, and the protections afforded them through labor laws. To that end, Contractors and grantees of the Commonwealth shall certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) (**Appendix G, Worker Protection and Investment Certification Form**) and submitted with the bid, proposal or quote.

The Department may request additional information which, in the Department's opinion, is necessary to verify that the Contractor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFQ.

The Department may make investigations as deemed necessary to determine the ability of the Contractor to perform the Project, and the Contractor shall furnish to the Issuing Office all requested information and data. The Department may reject any quote if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Department that such Contractor is properly qualified to conduct the obligations of the RFQ and to complete the Project as specified.

I-12. Economy of Preparation. Contractors should prepare quotes simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFQ.

I-13. Alternate Quotes. The Department has identified the basic approach to meeting its requirements, allowing Contractors to be creative and propose their best solution to meeting these requirements. The Department will not accept alternate quotes.

I-14. Discussions for Clarifications and Negotiations. Contractors may be required to make an oral or written clarification of their quotes, or both, to the Department to ensure thorough mutual understanding and Contractor responsiveness to the solicitation requirements. The Department will initiate requests for clarifications. Clarifications may occur at any stage of the evaluation and selection process prior to the award of a Participating Addendum.

The Department, in its sole discretion, may undertake negotiations with Contractors whose quotes shown them to be qualified, responsible, and capable of performing the Project. Negotiations may occur at any stage of the evaluation and selection process prior to the award of a Participating Addendum.

I-15. Oral or Written Presentations. Contractors may be required to make an oral presentation of their quotes to the Department to demonstrate a Contractor's capabilities and ability to provide the services required in the RFQ. The Department will initiate requests for presentations; and for oral presentations, may include a request that key personnel be present. The oral presentations will be held in Harrisburg, Pennsylvania. Presentations may be requested at any stage of the evaluation and selection process prior to the award of the Participating Addendum.

I-16. Prime Contractor Responsibilities. The selected Contractor shall perform services valued at least at 50% of the total Participating Addendum cost. Nevertheless, the Department will require the Contractor assume responsibility for all services offered in its quote whether it produces them itself or by sub-contract. The Department will consider the selected Contractor to be the sole point of contact for all Participating Addendum matters.

I-17. Quote Contents.

A. Confidential Information. The Commonwealth does not require, confidential proprietary information or trade secrets be included as part of Contractors' submissions. Except as provided, Contractors should not label quotes as confidential or proprietary or trade secret protected. Any Contractor who determines that it shall divulge such information as part of its quote shall submit the signed written statement described in Subsection C below and shall provide a redacted version of its quote in accordance with **Part I, Section I-11.A**, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the quote shall be the property of the Commonwealth. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any quote regardless of whether the quote becomes part of a Participating Addendum. Notwithstanding any Contractor copyright designations contained on quotes, the Commonwealth shall have the right to make copies and distribute quotes internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a Participating Addendum, all quotes are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a quote contains confidential proprietary information or trade secrets, the Contractor shall provide a signed written statement to this effect with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to

Appendix H of the RFQ for a Trade Secret Confidential Proprietary Information Notice Form that may be utilized as the signed written statement.

I-18. Best and Final Offers ("BAFO").

A. While not required, the Department may conduct discussions with Contractors for the purpose of obtaining BAFOs. To obtain BAFOs, the Department may do one or more of the following, in any combination and order:

1. Schedule oral presentations;

2. Request revised quotes; and

3. Enter into pre-selection negotiations.

B. The following Contractors will not be invited by the Department to submit a BAFO:

1. Those Contractors, which the Department has determined to be not responsible or whose quotes the Department has determined to be not responsive.

2. Those Contractors, which the Department has determined from the submitted and gathered financial and other information do not possess the financial capability, experience, or qualifications to ensure good faith performance of the Participating Addendum.

3. Those Contractors whose raw score for their Technical Submittal is less than 75% of the total amount of raw technical points allotted to the technical criterion, less than 75% of the total amount of raw demonstration points allotted to the demonstration criterion, or both.

The Department may further limit participation in the BAFO process to those remaining responsible Contractors that the Department has, within its discretion, determined to be within the top competitive range of responsive quotes.

C. The Evaluation Criteria found in **Part II, Section II-4**, shall also be used to evaluate the BAFOs.

D. Price reductions offered shall have no effect upon the Contractor's Technical Submittal.

E. The Department, in its sole discretion, also may undertake negotiations with Contractors whose quotes, in the judgement of DHS, show them to be qualified, responsible, and capable of performing the Project.

I-19. News Releases. Contractors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Department, and then only in coordination with the Department.

I-20. Restriction of Contact. From the issue date of this RFQ until the Department selects a quote for award, the Issuing Officer is the sole point of contact concerning this RFQ. Any violation of this condition may be cause for the Department to reject the offending Contractor's quote. If the Department later discovers that the Contractor has engaged in any violations of this condition, the Department may reject the offending Contractor's quote or rescind its Participating Addendum. Contractors shall not distribute any part of their quotes beyond the Issuing Office. A Contractor who shares information contained in its quote with other Commonwealth personnel or consultants or competing Contractor personnel may be disqualified.

I-21. Department Participation. The selected Contractor shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in **Part I, Section I-21**. The Department will assign a DHS Contract Administrator to manage the administration and monitor the Participating Addendum resulting from this RFQ.

The Department will provide necessary business and technical Subject Matter Experts ("SMEs"). The Department will provide the following items:

A. Commonwealth contractor email accounts;

B. Access to Commonwealth site facilities to attend meetings as requested by the Department (the selected Contractor shall comply with all Commonwealth or DHS-specific policies governing such access);

C. Access to project facilities to attend meetings as requested by the Department (the selected Contractor shall comply with all Commonwealth, DHS-specific, or other policies governing such access); and

D. Access to existing project documentation.

The Department will not provide administrative or clerical staff to support the selected Contractor.

I-22. Term of Participating Addendum. The term of the Participating Addendum will commence on the Effective Date and will end five years after the Effective Date**.** Subject to the performance of the Contractor and other considerations, the Department may extend the Participating Addendum on the same terms and conditions for up to five additional one-year periods. The Department will fix the Effective Date after the Participating Addendum has been fully executed by the selected Contractor and by the Commonwealth and all approvals required by the Commonwealth have been obtained. The selected Contractor shall not start the performance of any work prior to the Effective Date of the Participating Addendum, and the Commonwealth shall not be liable to pay the selected Contractor for any service or work performed or expenses incurred before the Effective Date.

I-23. Contractor's Representations and Authorizations. By submitting its quote, each Contractor understands, represents, and acknowledges that:

A. All Contractor's information and representations in the quote are material and important, and the Department will rely upon its contents in awarding the Participating Addendum. The Commonwealth may treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the quote, punishable pursuant to 18 Pa. C.S. § 4904.

B. The Contractor has arrived at the price(s) and amounts in its quote independently and without consultation, communication, or agreement with any other Contractor or potential Contractor.

C. The Contractor has not disclosed the price(s), the amount of the quote, nor the approximate price(s) or amount(s) of its quote to any other firm or person who is a Contractor or potential Contractor, and the Contractor shall not disclose any of these items on or before the quote submission deadline specified in the Calendar of Events.

D. The Contractor has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a quote, or to submit a quote higher than its quote, or to submit any intentionally high or noncompetitive quote or other form of complementary quote.

E. The Contractor makes its quote in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive quote.

F. To the best knowledge of the person signing the quote for the Contractor, the Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Contractor has disclosed in its quote.

G. To the best of the knowledge of the person signing the quote for the Contractor and except as the Contractor has otherwise disclosed in its quote, the Contractor has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal.

H. The Contractor is not currently under suspension or debarment by the Commonwealth, has not been precluded from participation in any federally funded health care program by any other state or the federal government, and is not listed on the federal government-wide exclusions in the System for Award Management ("SAM") (see 2 C.F.R. Part 180), and if the Contractor cannot so certify, then it shall submit along with its quote a written explanation of why it cannot make such certification.

I. The Contractor has not made, under separate agreement with the Department, any recommendations to the Department concerning the need for the services or the specifications for the services described in the quote.

J. Each Contractor, by submitting its quote, authorizes Commonwealth agencies to release to the Department information concerning the Contractor's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. Until the selected Contractor receives a fully executed and approved written agreement from the Issuing Office, no legal and valid agreement exists, in law or in equity, and the Contractor shall not begin to perform.

L. The Contractor is not currently engaged and will not during the duration of the agreement engage, in a boycott of a person or an entity based in or doing business with a jurisdiction that the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

I-24. Notification of Selection for Negotiations and Award.

A. Negotiations. The Department will notify all Contractors in writing of the Contractor selected for negotiations after the Department has determined, taking into consideration all evaluation factors, the quote that is the most advantageous to the Department.

B. Award. Contractors whose quotes are not selected will be notified when negotiations have been successfully completed and the Department has received the final negotiated Participating Addendum signed by the selected Contractor.

I-25. Use of Electronic Versions of this RFQ. This RFQ being made available by electronic means. If a Contractor electronically accepts the RFQ, the Contractor accepts full responsibility to ensure that no changes are made to the RFQ. If a conflict arises between a version of the RFQ in the Contractor's possession and the Issuing Office's version of the RFQ, the Issuing Office's version shall govern.

I-26. Information Technology Policies. This RFQ is subject to the Information Technology Policies ("ITPs") issued by the Office of Administration, Office for Information Technology and DHS Business and Technical Standards ("BTSs") created and published by DHS. ITPs may be found at http://www.oa.pa.gov/Policies/Pages/itp.aspx. The DHS Business and Technical Standards may be found at https://www.pa.gov/en/agencies/dhs/resources/for-providers/business-tech-standards0.html.

All quotes shall be submitted on the basis that all ITPs and BTSs are applicable to this procurement. It is the responsibility of the Contractor to read and be familiar with the ITPs and BTSs. Notwithstanding the foregoing, if the Contractor believes that any ITP or BTS is not applicable to this procurement, it shall list all such ITPs and BTS in its technical response, and explain why it believes the ITP or DHS BTS is not applicable. DHS may, in its sole discretion, accept or reject any request that an ITP or DHS BTS not be considered to be applicable to the procurement. The Contractor's failure to list an ITP or BTS will result in its waiving its right to do so later, unless DHS in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP or BTS.

The selected Contractor shall comply with state and federal law and policies requiring electronic and information technology being accessible to individuals with disabilities, including Web Content Accessibility Guidelines ("WCAG") 2.0, and Commonwealth ITP ACC001-Information Technology Accessibility Policy.

PART II

CRITERIA FOR SELECTION

II-1. Mandatory Responsiveness Requirements. To be eligible for selection, a quote shall:

A. Be timely received from a Contractor (see **Part I, Section I-10**); and

B. Be properly signed by the Contractor (see **Part I, Section I-11.A**).

II-2. Technical Nonconforming Quotes. The two Mandatory Responsiveness Requirements set forth in **Section II-1** are the only RFQ requirements that the Commonwealth will consider to be *non-waivable.* The Department may, in its sole discretion, (1) waive any other technical or immaterial nonconformities in a Contractor's quote, (2) allow the Contractor to cure the nonconformity, or (3) consider the nonconformity in the scoring of the quote.

II-3. Evaluation. The Department has selected a committee of qualified personnel to review and evaluate the Technical Submittals of the timely submitted quotes that are eligible for selection. The Department will provide written notice of its selection for negotiations the responsible Contractor whose quote is determined to be the most advantageous to the Commonwealth after taking into consideration all evaluation factors.

II-4. Evaluation Criteria. The following criteria will be used in evaluating each quote:

A. Technical. The Department has established the weight for the Technical criterion as 25% of the total points. Evaluation will be based upon the following:

1. **Soundness of Approach.** This includes, but is not limited to, the Contractor's technical approach for completion of all services by this RFQ, if it is responsive to all requirements of the RFQ and if it meets the Project's objectives.
2. **Flexibility.** This includes, but is not limited to, the configurability of the Contractor's PMM and the flexibility to accommodate the Department's specific requirements and changing business needs.
3. **Contractor Qualifications.** This includes, but is not limited to, the ability of the Contractor to meet the terms of the RFQ, including the time constraints involved with the Project and the quality, relevancy, and recentness of projects completed. This also includes the Contractor's ability to undertake a Project of this size and the Contractor's success with similar projects.
4. **Understanding the Project.** This includes the Contractor's understanding of Commonwealth's needs that generated the RFQ, the objectives of the RFQ, and of the nature and scope of the work involved.

The final Technical scores are determined by giving the maximum number of technical points available to the quote with the highest raw technical score. The remaining quotes are rated by applying the formula located at:

https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

B. Demonstration. The Department has established the weight for the Demonstration criterion for this RFQ as 40% of the total available points. After the initial Technical evaluation, the Department will invite Contractors whose quotes achieve a Technical score greater than or equal 75% of the total available raw technical points to present a demonstration of their solution. The Department will use **Appendix I, PMM Demonstration Worksheet**, to evaluate each demonstration.

The final Technical scores are determined by giving the maximum number of technical points available to the quote with the highest raw technical score. The remaining quotes are rated by applying the formula located at: https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

C. Cost: The Department has established the weight for the Cost criterion for this RFQ as 35% of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

II-5. Contractor Responsibility. To be responsible, a Contractor shall submit a responsive quote and possess the capability to fully perform the Participating Addendum requirements in all respects and the integrity and reliability for the good faith performance of the Participating Addendum.

For a Contractor to be considered responsible for this RFQ and eligible for selection for BAFO and selection for negotiations:

A. The total score for the Technical Submittal of the quote shall be greater than or equal to **75%** of the **available raw technical points** and **75%** of the **available demonstration points.**

B. The Department will award a Participating Addendum only to a Contractor determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

II-6. Final Ranking and Award.

A. After any BAFO process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, demonstration scores, and the final cost scores, in accordance with the relative weights assigned to these areas as set forth in this Part II.

B. The Issuing Office will rank responsible Contractors according to the total overall score assigned to each, in descending order.

C. Except as provided in **Section II-6.D**, the Department shall select for negotiations the Contractor with the highest overall score.

The Department has the discretion to reject all quotes or cancel the RFQ, at any time prior to the time a Participating Addendum is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the RFQ file.

PART III

TECHNICAL SUBMITTAL

III-1. Statement of the Project. State in succinct terms your understanding of the Project and the services required by the NASPO Requirements and this RFQ. The Contractor's response should demonstrate that the Contractor fully understands the scope of services to be provided and the Contractor's responsibilities.

Contractor Response

III-2. Qualifications.

A. Company Overview. The Contractor should disclose any contract or agreement cancellations, or terminations within seven years preceding the issuance of this RFQ. If a contract or agreement was canceled or terminated for lack of performance, the Contractor shall provide details on the customer's allegations, the Contractor's position relevant to the allegations, and the final resolution of the cancellation or the termination. For each cancelled or terminated contract, the Contractor shall include the customer's Company or entity name, address, contact name, phone number, and email address. The Department may disqualify a Contractor based on a failure to disclose such a cancelled or terminated contract or agreement. If the Department learns about such a failure to disclose after a Participating Addendum is awarded, the Department may terminate the Participating Addendum.

Contractor Response

B. Prior Experience. The Contractor should include experience in modular PMM implementations similar in size and complexity as Pennsylvania's PMM project. The Contractor should address all the following:

1. Describe your experience with system design of your PMM to meet the needs of your customer.

2. Describe your experience with implementing a Provider portal.

3. Describe your experience with implementing Customer Relationship Management, Financial Management, Provider Survey, and Training.

4. Describe your implementation methodology and coordination with your customer.

5. Explain how you transitioned from implementation to daily operations?

6. Describe how you participate in CMS Outcomes-Based Certification, CMS Conditions and Standards, and MITA? Has your PMM been successfully certified by CMS after implementation?

7. Describe historical data conversion from a legacy Provider Management System to your PMM solution. Please include the number of provider records and years of history was converted.

8. Explain your project management methodology, progress reports, and report frequency to keep the client aware of the implementation status.

9. Describe how you communicated risks, issues, defects, and other unexpected issues to the client.

10. Describe successes, failures, and lessons learned from past PMM implementations.

Experience described should be work done by individuals who will be assigned to this Project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Contractor Response

III-3. Project Management. The Department will provide strategic oversight for the PMM Project, including oversight of all MMIS contractors. The MMIS Modernization Project is actively managed by an IT Consulting and Quality Assurance vendor acting as the Project Management Office ("PMO") for DDI services of the PMM project under the strategic leadership of the Department. The PMO assists the Department in project meetings, minutes, training, project plans, vendor work product reviews, business requirements preparation and JAD sessions, testing, implementation, and other project management activities. The selected Contractor has primary responsibility for the services, under a resulting Participating Addendum, for the lifecycle of the PMM.

The PMO has developed an extensive library of project procedures, plans, forms, and templates that shall be used by the selected Contractor throughout the initial implementation and future enhancements.

A. Integrated Master Schedule ("IMS"). Under the strategic guidance of the Department, the PMO maintains the IMS (**see Appendix J, MMIS Modernization Integrated Master Schedule Procedure Document**) that serves as the MMIS Modernization Project baseline schedule. The selected Contractor shall coordinate the PMM detailed project plan with the PMO IMS schedule and provide project updates, task identification, task progress, dependencies, and mitigation for late tasks. The Department will approve development of and modifications to the PMM project plan occurring throughout the project lifecycle. The PMM project plan must be both business and technically oriented with a focus on the technical aspects of the PMM all tasks and milestones necessary to effectively manage the project. The selected Contractor shall include the PMM project plan in the weekly report as defined in Section III-10. Reports and Program Control.

The selected Contractor shall submit the initial PMM project plan to the Department within 30 days after the Participating Addendum effective date. After the initial project plan is reviewed with all Stakeholders and approved by the Department, the selected Contractor's PMM project plan will be integrated into the IMS.

Contractor Response

B. Risks and Issues. Under the strategic guidance of the Department, the PMO maintains the Risks and Issues Management Plan ("RIMP") (**Appendix K, MMIS Modernization Risks and Issues Management Plan**). The RIMP includes instructions on identification, tracking, risk analysis, mitigation recommendations, reporting risk information to the Department. The PMM risks and issues shall include risk identification, issue

identification, tracking, analysis, mitigation recommendations, reporting, and both interim and final resolutions. The Department requires risks and issues which are both business and technically oriented and focus on the technical aspects of the PMM. The selected Contractor shall follow the RIMP procedures in reporting risks and issues to the Department.

Contractor Response

C. Meetings. The selected Contractor shall participate or facilitate meetings as requested by the Department. At the Department's direction, meetings will take place in the Harrisburg, Pennsylvania area or be conducted via conference calls.

Contractor Response

D. Project Documentation. The MMIS Modernization Documentation Management Plan has been established by the PMO and includes management of the MMIS Modernization Project SharePoint site content. The selected Contractor shall adhere to the MMIS Modernization Document Management Plan (**Appendix L, MMIS Modernization Documentation Management Plan**) including style guide and standard templates as applicable when creating PMM documentation and deliverables.

Contractor Response

E. Training. The selected Contractor, in collaboration with the PMO and the Department, shall design, develop, and implement a comprehensive training plan and schedule following the direction of the MMIS Modernization Training Plan (**Appendix M, MMIS Modernization Training Plan**).

Contractor Response

F. Communications. Under the strategic guidance of the Department, the PMO maintains the MMIS Modernization Communications Plan (**Appendix N, MMIS Modernization Communications Plan**). The Communications Plan addresses communications to all stakeholders. The selected Contractor will collaborate on communications with the Department in support of implementing, operating, and maintain the PMM. The Department shall approve all PMM communications before they are released. Required communication tasks and timelines are included in the IMS. The Contractor shall not issue news releases, Internet postings, advertisements, or any other public communications pertaining to this project without written approval of the Department.

Contractor Response

G. Defect Management. The MMIS Modernization Defect Management Plan (**Appendix O, MMIS Modernization Defect Management Plan**) has been established by the Department and administered by the PMO. The Department, the PMO, and the selected Contractor are responsible for monitoring the defect management process for the project. The selected Contractor shall follow the established procedures to identify, track, monitor, and report defects identified in non-production and production environments to the Department and PMM Module Stakeholders.

Contractor Response

III-4. Project Phases. The Department follows a Software Development Life Cycle ("SDLC") process for planning, implementing, and maintaining the PMM. The SDLC is important because it helps the Department ensure the right people engage in the right activities at the right time. This process has been successfully used by the Department on similar projects. Upon completion of each phase the Contractor will meet with the Department to demonstrate the successful completion of a phase. The Department will approve the phase completion or provide the Contractor written documentation of what work is not acceptable. The Contractor shall correct the deficiencies and request a follow up meeting. Upon successful completion of a phase the Department will provide a written approval.

Within its response for this section, Contractor should define key factors for successfully integrating systems in multi-contractor environments.

The following six phases have been identified for this project:

A. Initiation Phase. During this phase, the selected Contractor shall collaboratively work with the Department and PMO to establish project management tools to be used during this project. It is anticipated this phase of the project will last approximately 60 calendar days. Activities to be completed during the Initiation Phase by the selected Contractor include:

1. Develop and baseline the initial project plan for integration into the IMS;
2. Access the project SharePoint location;
3. Collaborate with the PMO and Department to create the Project Scope and submit for Department approval;
4. Provide the PMO with project deliverables for tracking in the Project Notebook; and
5. Attend Onboarding training conducted by the PMO and the Department to gain knowledge on the MMIS Modernization plans, associated templates, and the Department's established plan for project management.

B. Requirements Phase. During this phase and in accordance with the MMIS Modernization Requirements Management Plan (**Appendix P, MMIS Modernization Requirements Management Plan**) the PMO and the Department collaborates with the selected Contractor to validate the PMM Module requirements. The PMO facilitates the Business Requirement Joint Application Design sessions ("JADs") and collaborates with the selected Contractor, the Department, and other stakeholders to create a Business Requirements Document ("BRD"). The Department will approve the BRD. The selected Contractor, the PMO, and the Department will use Azure DevOps for requirements management.

C. Design Phase. During this phase and in accordance with the MMIS Modernization Requirements Management Plan (**Appendix P, MMIS Modernization Requirements Management Plan**), the selected Contractor facilitates Technical JAD sessions and collaborates with the Department, PMO, and other stakeholders, as needed, to develop the System Requirements Document ("SRD") and Design Requirements Traceability Matrix ("RTM"). The selected Contractor submits the SRD and Design RTM to the PMO for review, and then to the Department for approval. Next, the selected Contractor creates the System Design Document ("SDD") for PMO review and Department approval.

D. **Development Phase.** During this phase, the selected Contractor shall begin the development of the PMM based on the Department approved BRD, SRD, and SDD and address data conversion and integrations. The selected Contractor shall follow a hybrid waterfall and Agile project process.

1. **Sprint Planning Phase.** Prior to each two-week Sprint beginning, the selected Contractor shall conduct a Sprint planning meeting and obtain Department approval of the work to be completed. Each Sprint shall have a goal of what is to be built, a design, and a flexible plan to guide building it, the work, and the subsequent product increments.

   a. **Sprint Execution.** During the Sprint, the selected Contractor corresponds with the development team ensuring inspection and adaptation of progress toward completing the Sprint goals. No significant changes are allowed to the task requirements once the Sprint begins, tasks are not added to the Sprint without the Department's approval.

   b. **Sprint Demo.** The selected Contractor demonstrates completed tasks to the Department and PMO at the end of each Sprint during the Sprint Demo. Each Sprint task shall link to and satisfy one of more SRD/SDD requirements.

2. **Data Conversion.** To maintain a high-level of data integrity, the selected Contractor shall create and execute a PMM Data Conversion Plan that integrates with the Department data management strategy. The Data Conversion Plan shall describe the strategy, preparation, and specifications for converting the system and data from the current Department PMM solution to the selected Contractor's module. Collaboration with the Department, PMO, and legacy contractors is essential to the success of the initial data conversion and the continuous data management strategy. The PMO evaluates the PMM Data Conversion Plan to identify any gaps and makes recommendations to close the gaps. The Department approves the PMM Data Conversion Plan.

E. **Testing Phase.** The selected Contractor shall follow the testing process found in the MES Testing Guidance Framework issued by CMS and the MMIS Modernization Test Strategy Document (**Appendix Q, MMIS Modernization Test Strategy Document**), which includes the Test Plan Template, to complete the PMM Test Plan. The Department shall approve the PMM Test Plan prior to beginning the Testing Phase.

   The Contractor shall provide an explanation of how they will meet the Test Planning, Test Execution, and Operational Monitoring Testing expectations following CMS guidance, and ensure that the following types of testing are included: Unit, System Integration, Regression, User Acceptance, Performance, Load, Parallel, Data Migration, Security and Usability.

F. **Implementation Phase**. The Implementation Phase is inclusive of the following four phases.

1. **Implementation Phase.** During this phase, the selected Contractor shall create a PMM Release Implementation Plan and Checklist, PMM Release Management Plan, and other plans in accordance with the MMIS Modernization Implementation

and Release Management Plans (**Appendix R, MMIS Modernization Implementation Plan and Appendix S, MMIS Modernization Release Management Plan**).

The CFFR Release Management Plan includes the Maintenance & Operations ("M&O") Approach outlining the activities to complete and the Maintenance and Operations Runbook summarizing the processes to follow during the M&O Phase. Before beginning the M&O Phase, the selected Contractor follows the processes necessary to facilitate release closeout activities as described in the MMIS Modernization Closeout Plan ("MCOP") (**Appendix T, MMIS Modernization Closeout Plan**). Release closeout activities help ensure that the module meets operational requirements after implementation, and that all outstanding issues are addressed before the Department approves module components to transition to M&O.

2. **Maintenance and Operations Phase.** During this phase, the selected Contractor is responsible for maintaining the day-to-day use of the PMM.
3. **Enhancement Phase.** During the Participating Addendum term, the Department may request enhancements or changes based on CMS mandates. The selected Contractor shall follow the SDLC process for enhancements and module enhancement as described in the Change Management Plan (**Appendix U, MMIS Modernization Change Management Plan)**.
4. **Participating Addendum Close Out/Turnover Plan.** At the end of the Participating Addendum, the selected Contractor shall turn over the module as determined by the Department and in accordance with the Participating Addendum Close Out/Turnover Plan.

G. **CMS Certification Phase**. The Centers for Medicare & Medicaid Services require the certification of all state MMIS modules. To certify the PMM, the selected Contractor is required to follow the Department's CMS Certification Plan as well as the CMS Streamlined Modular Certification ("SMC") process for an Outcomes-Based Certification ("OBC") approach. (The Medicaid Enterprise Certification Toolkit ("MECT") was replaced by the SMC process on April 14, 2022 as stated in the State Medicaid Director Letter SMD # 22-001.) The selected Contractor will deliver their PA Certification Plan within 180 calendar days after the Participating Addendum effective date and update as required through CMS Certification.

The selected Contractor, in collaboration with the Department and the PMO, shall develop and maintain the PMM Certification Plan. The PMM Certification Plan depicts how the selected Contractor shall meet Department and CMS outcomes and participate in all CMS Certification activities throughout the PMM lifecycle. The selected Contractor CMS Certification activities include:

1. Collaborating with the Department and the PMO on CMS certification activities;
2. Completing applicable certification checklist items with traceability;
3. Creating all necessary deliverables and artifacts for certification;

4. Validating the selected Contractor's solution functionality against the certification checklist and defined outcomes;
5. Responding to Department, PMO, and CMS queries and actions;
6. Actively participating in CMS Operational Readiness Reviews and Certification Reviews based on Department direction; and
7. Other activities required by the Department, PMO, or CMS.

The selected Contractor CMS Certification project work items include:

1. PMM Certification Plan;
2. Completed Certification checklists; and
3. Deliverables and artifacts required by the Department or CMS.

Contractor Response

III-5. Bolstering Service Delivery through a Digital Experience Strategy. The Commonwealth of Pennsylvania ("Commonwealth") is committed to improving digital interactions with Pennsylvanians, individuals, and entities that conduct business with or on behalf of the Commonwealth, (each a "Business Partner").

Executive Order 2023-08 - *Bolstering Service Delivery Through a Digital Experience Strategy* calls for the enablement of an online service delivery system that would provide a universal entry way to all Commonwealth programs, services, and resources organized by users' needs and life experiences rather than agency program areas.

More information about the Executive Order is available at the following location: Executive Order 2023-08 – *Bolstering Service Delivery through a Digital Experience Strategy.*

Contractors shall acknowledge and conform to the following six design principles and requirements when proposing solutions within applications and/or during product demonstrations in response to Commonwealth procurement solicitations. The selected Contractor shall align its performance and deliverables with these principles and requirements under any agreement that may be awarded from the procurement solicitation.

A. Design Principles and Requirements.

1. Delivering a consistent and friendly user experience across all Commonwealth agencies informed by human-centered design principles and user research.

   A consistent and friendly user experience will enable Pennsylvanians, individuals, and Business Partners to locate services and conduct business with the Commonwealth, even if they do not know which agency to contact. Pennsylvanians, individuals, and Business Partners will continue to be able to navigate directly to services on agency websites, if they wish.

   PA.GOV is the Commonwealth's single state government destination. By using PA.GOV, Pennsylvanians, individuals and Business Partners will know that they are utilizing official services from the Commonwealth.

The selected Contractor shall use the PA.GOV domain for proposed websites and digital services. Refer to the Commonwealth Information Technology Policy ("ITP") ITP-NET005 - Commonwealth External and Internal Domain Name Services ("DNS"). Contractors shall acknowledge its understanding of and compliance with this requirement in its application.

Each Contractor's application shall include a description of how the Contractor plans to integrate a consistent and friendly user experience, starting with PA.GOV. The selected Contractor shall be able to receive and validate the credentials of a Pennsylvanian, individual or Business Partner that were previously authenticated from an active session.

The Contractor's solution shall integrate with existing PA.GOV and be able to receive and validate credentials among Commonwealth websites, applications, and digital services to allow seamless navigation to and from PA.GOV.

Keystone Login is the Commonwealth's single login solution. Keystone Login provides a consistent and secure approach to account administration by offering Pennsylvanians, individuals, and in the future, Business Partners, a single online point of access to services offered by multiple Commonwealth agencies or other Business Partners. It is critical that by using Keystone Login any Pennsylvanian or Business Partner can work with any Commonwealth agency or other Business Partner through the Commonwealth's public facing applications using a single login credential.

The consistent and modern authentication standards available through Keystone Login will increase convenience for Pennsylvanians and Business Partners by simplifying account management and eliminating the need to remember multiple usernames and passwords, while also strengthening the Commonwealth's security posture.

In addition, Keystone Login provides the capability for a Pennsylvanian or a Business Partner to create a single profile managed by Keystone Login.

The selected Contractor shall register with and utilize Keystone Login.

Applications that utilize Keystone Login can leverage authentication methods through one of the following: (1) via a series of Application Programming Interfaces ("APIs"), (2) as a redirect to the Keystone Login Portal, or (3) a hybrid of both approaches.

A detailed Developer Integration Guide will be provided to the selected Contractor; however, to assist Contractors in preparing their applications, a summary version of the Developer Integration Guide and Keystone Login Branding Guidelines are available at the following location: http://keystonelogindevelopers.pa.gov.

The summary version of the Developer Integration Guide and Keystone Login Branding Guidelines should be reviewed by the Contractors prior to responding to this solicitation to ensure the Contractors understand the mandatory APIs and services that shall be made available to Pennsylvanians and Business Partners.

The Contractors shall include in their applications an acknowledgement that they will utilize Keystone Login for Pennsylvanians. If the Contractor requires any additional information to verify the identification of Pennsylvanians through the authentication process provided by Keystone Login, the Contractor shall identify the additional required information the Contractor needs in its application.

Additionally, the Contractor shall commit to utilizing Keystone Login for Business Partners when required by the Commonwealth. The timeframe for implementation of Keystone Login to Business Partners will be mutually agreed upon by the selected Contractor and the Commonwealth and will be documented through the agreement change order process.

2. Incorporating user feedback continuously into digital applications to ensure users' expectations and needs are better met.

Contractors shall develop user-focused requirements that tie back to all personas that will be leveraging the solutions being suggested.

Contractors shall include within their applications a reporting strategy and specific mechanisms for how the solution would measure its success in meeting the needs of users (e.g., reducing time to complete for end-users by XX%).

When designing any digital interface, a plan for user research and iterative prototype development shall be included within applications. The Contractor shall plan for written sign-off on a finalized prototype prior to beginning any development work, and such shall be acknowledged within applications.

Developed prototypes shall be informed not only by design best-practices, but also the feasibility of the back-end technical integrations that would be required to enable the front-end experience, so user feedback is informed by realistic examples. Contractors shall outline in their applications the design best practices and technical integrations that would enable the front-end experience.

All existing user research completed by the Commonwealth related to this procurement will be provided, if available and permissible by law. If the Contractor does not have the ability to provide user research or prototype development, it shall explicitly be called out in the application so that the Commonwealth can anticipate resources that will be required outside of the scope of the awarded agreement.

3. Sharing and integration of data across agencies to glean users' insights and measure experience, including satisfaction and trust across Commonwealth services.

The universal entry way outlined within the Executive Order will establish capabilities to connect Residents to existing systems of records using a consent-based approach that will enable Residents to view and update their data across agencies and program areas in a seamless fashion using a common technology identity.

An enterprise data management program strategy was established that focuses on democratization of data, efficiency of data transactions, and increasing data quality, availability, integrity, and security measures. The strategy also combines functional and cultural changes to the data habits and literacy of people, establishes standardized data processes, and deploys technologies to ensure optimal practices and business processes are used to collect, create, maintain, and/or disseminate data.

To accomplish the strategy, the Commonwealth is standardizing and deploying the following technology solutions in support of a centralized enterprise data hub.

- Core Resident and Business Profiles ("Golden Records")

- Universal Identifiers and ID Linkage
- Master Data Management
- Enterprise Messaging and Queuing Services
- Data API / Data Integration Services
- Enterprise Data Catalog

The Contractor shall provide within their application a detailed overview of data available from the proposed solution, along with data format and all methods in which the data can be accessed by Commonwealth solutions and reporting tools (e.g., Enterprise Data Catalog, Power BI).

The Contractor shall also include in the application how the proposed solution can contribute to the centralized enterprise data hub. This information shall include field-level data (e.g., profile/demographics/preferences of users) and outcomes data from the proposed solution (e.g., user logins, user journey history, completed applications).

The data is owned by the Commonwealth and cannot be used by the awarded Contractor without written consent of the Commonwealth.

4. Consolidate or eliminate outdated technologies and systems that are costly or challenging to maintain, insecure, or no longer impactful with the goal of minimizing or preventing the Commonwealth from incurring technical debt.

Contractors shall acknowledge within their application if the proposed solution has a roadmap that showcases a progression plan for sustaining, enhancing, and maturing the proposed solution into the future. Contractors shall include the roadmap within their applications, if available.

Contractors shall explain within their applications how solution enhancements and/or version releases are handled, and at what cyclical intervals.

Contractors shall acknowledge within their applications the timeframe (e.g., years, months) the proposed solution has been implemented for other clients or if new and/or emerging technology(ies) is being proposed.

5. Designing digital services that incorporate best practices regarding data exchange, data privacy, security, records management, language translation, and accessibility associated with Commonwealth data, devices, and materials to provide comprehensive protections and manage risk.

Contractors shall acknowledge within their applications compliance with the Commonwealth's electronic information privacy standards. Refer to the ITP-PRV001 – Commonwealth of Pennsylvania Electronic Information Privacy.

Contractors shall acknowledge within their applications compliance with the Commonwealth's websites, applications, and digital content and services design standards. Refer to ITP-SFT002 – *Commonwealth of PA Design Standards*, and ITP-SFT009 – *Application Development*.

Title VI of the Federal Civil Rights Act of 1964 provides that "no person in the United States shall, on the ground of race, color or national origin, be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Title VI applies to all state agencies that receive Federal financial assistance.[1]

Contractors shall demonstrate how they will support the Commonwealth in making vital digital information available to people with limited English proficiency with accurate digital language translation in frequently encountered languages.

Contractors shall acknowledge within their applications and, if requested by the Commonwealth, demonstrate during product demonstration sessions, solution and deliverable compliance with relevant federal, and state laws, regulations, and rules including, but not limited to, the following.

- Title III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability;
- Section 508 Amendment to the Rehabilitation Act of 1973, which requires all Federal agencies' electronic and information technology to be accessible to those with disabilities; and
- Section 504 of the Rehabilitation Act, which prohibits discrimination on the basis of disability for entities receiving federal funds.

In addition, Contractors shall acknowledge within their applications and product demonstration sessions compliance with the revised Section 508 Standards and the current version of the Web Content Accessibility Guidelines ("WCAG"), which are industry standards. The selected Contractor shall provide as a deliverable of the awarded Participating Addendum quarterly reports that demonstrate compliance with WCAG. Refer to ITP-ACC001 – *Information Technology Digital Accessibility Policy* for additional information.

6. Follow Commonwealth data source standards to facilitate better connections and access of user data.

The purpose of the citizen and business data models are to standardize and promote common glossary definitions for the data elements and their associated attributes. A common understanding of data entities and elements across the enterprise is an essential first step in developing integrated processes and moving away from 'silo' systems, solutions, applications, and digital services.

Contractors shall demonstrate how they will support the Commonwealth in making vital digital information available to people with limited English proficiency with accurate digital language translation in frequently encountered languages.

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[1] 42 U.S.C. § 2000d (1964), "Title VI" includes this statute and its regulations

Contractors shall acknowledge within their applications and, if requested by the Commonwealth, demonstrate during product demonstration sessions, solution and including, but not limited to, the following.

- Title III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability;
- Section 508 Amendment to the Rehabilitation Act of 1973, which requires all Federal agencies' electronic and information technology to be accessible to those with disabilities; and
- Section 504 of the Rehabilitation Act, which prohibits discrimination on the basis of disability for entities receiving federal funds.

In addition, Contractors shall acknowledge within their applications and product demonstration sessions compliance with the revised Section 508 Standards and the current version of the Web Content Accessibility Guidelines ("WCAG"), which are industry standards. The selected Contractor shall provide as a deliverable of the awarded Participating Addendum quarterly reports that demonstrate compliance with WCAG. Refer to ITP-ACC001 – *Information Technology Digital Accessibility Policy* for additional information.

Contractor Response

III-6. Non-Commonwealth Hosting. The Commonwealth defines Non-Commonwealth Hosting as any service that is hosted by or within a Service Organizations or its subcontractor(s) (Subservice Organization(s)) managed infrastructure regardless of deployment model (public, private, or hybrid) or such type as, but not limited to, software-as-a-service for web-based proposals, infrastructure-as-a-service for Internet-based access to storage and computing power, and platform-as-a-service that gives developers the tools to build and host web applications. Solutions deployed through traditional hosting methods and without the use of NIST Cloud capabilities (i.e., rapid elasticity, resource pooling, measured service, broad network access, and on demand self-service) are also included. Please refer to Glossary (pa.gov) for more specifics.

1. The Offeror shall meet all hosting requirements outlined in **Exhibit B, Requirements for Non-Commonwealth Hosted Application Services** of the **IT Contract Terms and Conditions (Appendix C)**.

   a. As described in **Exhibit B, Requirements for Non-Commonwealth Hosted Application Services, Section B.2**, the Offeror shall provide applicable SOC I and SOC II reports upon contract execution and annually thereafter.

2. The proposed solution shall undergo an IT Vendor Risk Assessment review. In support of the review, the Offeror must submit the following documents and information related to the proposed solution:
   a. SOC2 Type II, ISO 27001 certification, SIG and/or other relevant security documentation;
   b. Information Security Policy;

c. PenTest Summary Results; and

d. Any other relevant information pertaining to the Offeror's Security & Compliance programs.

III-7. Requirements Core Services. The selected Contractor's solution shall meet Department-specific requirements in addition to the NASPO requirements. The Department-specific requirements have been organized into two categories: Functional and Technical. The Contractor shall respond to each NASPO and Department-specific Core Functional and Technical requirement listed in **Appendix V, PMM Requirements Response Matrix**.

A. Functional Requirements Core. Functional requirements are based on the business requirements and describe specific features or functions of what the system shall do to comply with the business needs. Functional requirements include business rules, calculations, data manipulation, storage, and reporting requirements. The selected Contractor shall meet the following Functional requirements for the PMM. The Contractor shall respond to each subsection of the functional requirements.

1. **PMM Solution.** The selected Contractor's solution shall capture data elements needed to perform provider management and enrollment functionality.

   Contractor Response

2. **Workflow.** The selected Contractor's solution shall provide rules-based automated workflow management capabilities for the Department's process workflows, including provider enrollment activities and notices/correspondence.

   Contractor Response

3. **Self-Service Provider Portal.** The selected Contractor shall provide a self-service provider portal containing self-help enrollment and maintenance functions to enable and empower the provider groups to request services, find information, and register and resolve issues.

   Contractor Response

4. **Maintenance.** The selected Contractor shall provide routine or periodic maintenance to ensure current provider data is available. Rates based on level of care, risk, county, or region;

   Contractor Response

5. **Enterprise Content Management ("ECM").** The selected Contractor shall provide and maintain an ECM system to securely manage and store provider information throughout the life cycle of the Participating Addendum. The selected Contractor shall store provider data for a period of time until the Department determines that Providers qualify for disposition to meet all Department and federal requirements.

   Contractor Response

6. **Reporting and Analytics.** The selected Contractor shall provide data extracts, operational reporting, systems performance monitoring, logs, and alerts to monitor the functioning of the system. Module reporting shall be easily accessible by authorized users and present reports in a readable format. The module shall include strong analytic tools with statistical functions and tools to facilitate the presentation of data in meaningful ways, including tables, graphs, and maps. The final library of standard reports shall be developed with and approved by the Department.

   Contractor Response

B. **Technical Requirements Core.** Technical requirements define the systems purpose, functionalities, and behavior, it contains the design, specifications, product details, and describes how the functional requirements will be achieved. Technical requirements shall include how the system is built, its performance, reliability, and availability. The selected Contractor shall meet the following technical requirements for the PMM. The Contractor shall respond to each subsection of the technical requirements.

1. **Security.** The MMIS shall be hosted on a secure environment and meet all Federal and Commonwealth Security regulations.

   Contractor Response

2. **Systems and Applications.** Systems and Application requirements describe the architecture and implementation expectations including the management of data across the Department, technical documentation, and provision of other non-functional technical components that facilitate an efficient implementation.

   Contractor Response

3. **Hosting and Environments**.

   a. **Required Environments.** The selected Contractor shall provide, manage, and maintain a variety of system environments. The environments listed within this section shall be configured to mirror the current PMM Production environment. The selected Contractor shall ensure the non-production environments data is de-identified and no PHI or Personal Identifiable Information ("PII") is disclosed. The selected Contractor shall provide a minimum of 30 business days' written notice to the Department of upcoming releases or system updates that could impact the availability of the PMM during normal business hours of operation. The PMO will use the Model Office environment for the User Acceptance Test ("UAT"). The Training and Model Office environments will accurately represent system functionality and user interface of the production environment and be available to all user types.

   Contractor Response

   b. **Hosting.** Hosting requirements describe the Department's expectations for the Contractor's host environment, including accessing confidential data, unscheduled outages, and scheduled maintenance.

   Contractor Response

4. **Configuration Management Database ("CMDB").** The selected Contractor shall create a CMDB to store technical infrastructure documentation describing all the hardware, system software, and tools necessary for each of the proposed environments. The CMDB shall be accessible by the Department.

   Contractor Response

5. **Data Conversion and Data Management.** The selected Contractor shall convert data from the legacy system and manage it in the selected Contractor's PMM.

   Contractor Response

6. **Privacy.** Privacy requires the protection of Medicaid data, PHI, and PII ensuring the security and confidentiality of the data against unauthorized access, use, threats, and hazards to the integrity of the sensitive information.

   Contractor Response

7. **User Interface ("UI").** UI requirements include PMM accessibility, browser support, error handling, digital media support, workflow, workflow queues, and other technical, operational requirements, and access capabilities to data elements residing within the MMIS.

   Contractor Response

8. **Integration.** Integration requirements describe the Contractor's responsibilities and module functionality related to integration with other Department modules and state-identified components.

   Contractor Response

9. **Disaster Recovery.** In accordance with the MMIS Modernization Disaster Recovery Plan (**Appendix W, MMIS Modernization Disaster Recovery Plan**), the selected Contractor shall develop and document a DR Plan, for review by the PMO and approval by the Department, which integrates with the Commonwealth's enterprise DR standards and timing objectives for electronic records and files relating to the PMM.

   Contractor Response

III-8. Requirements Option A

A. Provider Services. The selected Contractor shall provide a self-service provider portal containing self-help capabilities for routine changes, such as an address change. The Contractor shall respond to each NASPO and Department-specific Option A requirement listed in the **Appendix V, PMM Requirements Response Matrix**.

Contractor Response

III-9. Requirements Option B. The Contractor shall respond to each NASPO and Department-specific Option B requirement listed in the **Appendix V, PMM Requirements Response Matrix.**

A. Customer Relationship Management. The selected Contractor shall provide the Department, PMO, providers, and other users with technical support for use and

operation of their system. The selected Contractor shall provide technical system documentation in the form of an online user manual and/or online help tool, 24 hours a day, seven days a week technical support via email, web form, or text messaging, and staff to assist with inquiries via a toll-free telephone number. For all reported issues, the selected Contractor shall identify and solve all issues with their system via a Customer Relationship Management ("CRM") tool.

Contractor Response

B. Financial Management. The selected Contractor shall generate the 1099 provider payment data for all partners by FEIN and provide support related to vendor 1099 tax data management.

Contractor Response

C. Provider Survey. The selected Contractor shall coordinate with the Department to draft and distribute annual surveys to100% of the Provider community to collect information to continuously improve service delivery and performance. The selected Contractor shall provide the documented survey responses to the Department annually for review and analysis.

Contractor Response

D. Training. The selected Contractor shall support the training of Department staff, providers, and other users.

Contractor Response

III-10. Reports and Project Control. The selected Contractor shall utilize the Department template for the reports listed in this section. At a minimum, the PMM shall maintain online access to at least eight years of selected management reports and annual reports. The selected Contractor is responsible for the accuracy of all reports including manual and system calculations and completeness of data used as input. All defined reports shall be 100% accurate and available online, in the format required by the scheduled time as defined by the Department. The selected Contractor shall maintain system reports and extracts online for a minimum of 90 days.

We expect the content of the following reports to change as the selected Contractor moves from DDI to M&O. Changes in the format of the status report shall be approved by the Department. The Operations Report is not required until M&O.

A. Monthly Operations Report. The selected Contractor shall submit the report to the Department by 8:00AM EST the fifth business day of the following month in which services were provided. The report shall cover the previous month's activity defined as the first calendar day through the last calendar day of the month. The Monthly Operations report is waived until 30 business days after initial implementation. The Monthly Operations Report shall include:

1. Operations Production Status, including the Interactive Response Time of transactions;

2. Performance Standard Reporting;

3. Outcome based metrics required by the Department or to align to CMS reporting requirements; and
4. Other operational metrics as required by the Department.

Contractor Response

B. **Weekly Status Reports.** The PMO will report the project status weekly, defined as Monday through Friday, to the Department. The selected Contractor shall provide input into the report by 12:00PM EST on the first business day of the following week in which services were provided. The selected Contractor shall provide all information needed for the status reporting process, including adherence to the process plans. At a minimum, the weekly status report shall contain the following:

1. Updated detailed Project Plan schedule with upcoming milestones and overall percentage complete;
2. A dashboard that shows the overall status of the project;
3. Plans for activities scheduled for the next week;
4. Status of Deliverables;
5. Time ahead or behind schedule for applicable tasks; and
6. New risks identified in the previous week.

The Contractor shall describe its collaborative approach and input to the weekly status reports.

Contractor Response

C. **Monthly Status Reports.** The selected Contractor shall submit the report to the Department by 8:00AM EST the fifth business day of the following month in which services were provided. The report will cover the previous month's activity defined as the first calendar day through the last calendar day of the month.

The selected Contractor's Monthly Status Report shall include:

1. Description of the completion status of the Project in terms of the approved Project Plan incorporating an Earned Value Analysis for schedule and cost;
2. KPIs, including Cost Performance Index ("CPI") and Schedule Performance Index ("SPI"), with explanations if CPI or SPI are beyond thresholds;
3. Updated project schedule with upcoming milestones and overall percentage complete;
4. Dashboard that shows the overall status of the project;
5. Plans for activities scheduled for the next month;
6. Status of Deliverables;
7. Time ahead or behind schedule for applicable tasks;
8. Updated issue management report including the issues from the PMO's Post-Implementation Assessment Review;

9. Risk analysis of actual and perceived problems along with their suggested mitigations;

10. Strategic changes to the Project Plan, if any;

11. Outline of the current project staff members and percentage allocated to the project, along with any organizational changes that may have taken place or will take place. Key personnel changes shall be approved by the Department in advance; and

12. Key activities completed during reporting period.

The Contractor should describe its approach to monthly status reporting. The Contractor may propose additional or more frequent reports and report items based on its experience with IT projects of this size and scope. The Contractor should provide a sample monthly status report with its Technical Submittal.

Contractor Response

D. Annual Status Report. The selected Contractor shall submit the report to the DHS Contract Administrator by 8:00AM EST the first business day of the second month of the following year in which services were provided. The annual progress report covers major accomplishments from the prior year and ongoing risks and issues. This report is key to the work plan the selected Contractor developed in its proposal, as amended or approved by the DHS Contract Administrator.

Contractor Response

E. Final Report. The selected Contractor will provide a final report three months after moving all functionality into the M&O Phase. The final report will include the following:

1. Summary of the outstanding issues and their identified resolution plans;

2. Summary of the lessons learned from the Release(s); and

3. Maintenance release schedule and a description of how maintenance releases will be communicated to the Department.

Contractor Response

III-11. Performance Standards.

A. The selected Contractor shall meet or exceed the performance standards/SLAs set forth in the selected Contractor's NASPO Master Agreement and the Pennsylvania-specific SLAs set forth in **Appendix X**. For purposes of the quote, Contractor should describe its ability to meet or exceed these performance standards.

Contractor Response

B. For any observation or finding contained in a notice of deficiency, including ones relating to the Performance Standards, the selected Contractor shall prepare and submit a Corrective Action Plan ("CAP"). The selected Contractor shall submit the CAP to the Department within 10 business days of notification of a deficiency or such longer time as may be agreed to by the Department.

The selected Contractor shall include in the CAP:

1. Brief description of the findings;
2. Specific steps the selected Contractor shall take to correct the situation or reasons why it believes corrective action is not necessary;
3. Name(s) and title(s) of the responsible staff person(s);
4. Timetable for performance of the corrective action steps;
5. Monitoring performed to implement the corrective action; and
6. Signature of the selected Contractor's Project Manager or a senior executive.

The selected Contractor shall implement the CAP within the timeframe agreed to by the Department. If the performance deficiency is not corrected by the specified date, the Department may assess liquidated damages up to the amount of $500 per working day after the due date until the deficiency is corrected. This amount is in addition to any liquidated damages the Department may have the right to assess based on the performance deficiency which was the basis for the CAP. The Department may take further action, including a finding of default, based on selected Contractor's failure to implement the agreed upon corrective action plan.

Contactor Response

III-12. Flexibility. The selected Contractor's Provider Management solution, including Core Services, Option A services, and Option B services, must be configurable and sufficiently flexible to accommodate the Department's specific requirements and changing business needs. In responding to this section, Contractor should describe how its solution satisfies the flexibility requirement. Contractor need not repeat information contained elsewhere within its quote; however, Contractor should adequately cross-reference each section in which the information appears.

Contactor Response

III-13. Objections and Additions to IT Contract Terms and Conditions. Each Contractor shall identify which, if any, of the terms and conditions **(Appendix C, IT Contract Terms and Conditions, DHS Addendum to Contract Terms and Conditions, and Audit Clause C)** it would like to negotiate and with what additional terms and conditions the Contractor would like to supplement those standard terms and conditions. Contractors may not submit, and DHS will not entertain, objections to the Business Associate Addendum or Audit Clause C, as these documents are non-negotiable.

The Contractor's failure to make a submission under this paragraph will result in its waiving its right to do so later. The Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard terms and conditions. The Contractor shall not request changes to the other provisions of this RFQ, nor shall the Contractor request to completely substitute its own terms and conditions for the IT Contract Terms and Conditions in **Appendix C** of the RFQ. All terms and conditions shall appear in one integrated Participating Addendum. The Issuing Office will not accept references to the Contractor's, or any other, online guides or online terms and conditions contained in any quote. If, after selection of a Contractor for Participating Addendum negotiations, the Issuing Office and

the selected Contractor are unable to reach agreement on the terms and conditions, the Issuing Office may declare an impasse and proceed to negotiations with the next highest-scoring Contractor.

Regardless of any objections set out in its quote, the Contractor **shall** submit its quote, including their cost proposal, on the basis of the terms and conditions set out in the IT Contract Terms and Conditions in **Appendix C** of the RFQ. The Issuing Office will reject any quote that is conditioned on the negotiation of the terms and conditions set out in the IT Contract Terms and Conditions in **Appendix C** or to other provisions of the RFQ. Such rejection may occur at any time, up until award of a Participating Addendum.

Contractor Response

PART IV

COST SUBMITTAL

IV-1. Cost Submittal. Each Contractor must update their **NASPO Attachment G, Pricing Schedule** available at: https://www.naspovaluepoint.org/portfolio/medicaid-enterprise-systems-provider-services-module.

The Contractor should use 139,000 unduplicated providers. The Consumer Price Index Urban (CPI-U) Adjustment must be based on the percentage for June 2024. **The Contractor must submit the updated NASPO Attachment G, Pricing Schedule with its quote.** Upon selection for negotiations, the Department and the selected Contractor will determine the effective date of the Participating Addendum and update the pricing with the appropriate percentages beginning with that date.

The Department will reimburse the selected Contractor for work satisfactorily performed after execution of a written Participating Addendum and the Effective Date of the Participating Addendum, in accordance with Participating Addendum requirements.

APPENDIX A

Provider Management Acronym/Abbreviation List

The following table is a list of acronyms and abbreviations found throughout the Provider Management RFQ and associated documents.

The table includes two columns: The first column lists the acronym or abbreviation in alphabetical order, the second column defines the acronym or abbreviation.

Acronym/ Abbreviation	Definition
ACID	Atomicity, Consistency, Isolation, and Durability
ACA	Affordable Care Act
ACR	Accessibility Conformance Report
ADA	Americans with Disabilities Act
API	Application Programming Interface
APT	Advanced Persistent Threat
ARRA	American Recovery and Reinvestment Act
ARS	Acceptable Risk Safeguards
AS2	Applicability Statement 2
AS3	Applicability Statement 3
ASL	American Sign Language
ATAM	Architecture Tradeoff Analysis Method
BAA	Business Associate Agreement
BAFO	Best and Final Offer
BI	Business Intelligence
BPMN	Business Process Model and Notation
BRD	Business Requirements Document
BRE	Business Rule Engine
BTS	Business and Technical Standards
CAP	Corrective Action Plan
CCB	Change Control Board
CDM	Conceptual Data Model
CIA	Confidentiality, Integrity, and Availability
CICS	Customer Information Control System
CIS/eCIS	Client Information Systems/Electronic Client Information Systems
CLIA	Clinical Laboratory Improvement Amendments
CMPPA	Computer Matching and Privacy Protection Act
CMDB	Configuration Management Database
CMS	Centers for Medicaid and Medicare Services
COB	Coordination of Benefits
COOP	Continuity of Operations Plan
COTS	Commercial Off the Shelf
CPI	Cost Performance Index
CPU	Central Processing Unit
CR	Change Request
CRM	Customer Relationship Management
CSV	Comma-separated Values

Acronym/ Abbreviation	Definition
CWOPA	Commonwealth Of Pennsylvania
DBA	Doing Business As
DBMS	Database Management System
DDI	Design, Development, and Implementation
DEA	Drug Enforcement Agency
DED	Deliverable Expectations Document
DHS	Department of Human Services
DHHS	United States Department of Health and Human Services
DLP	Data Loss Prevention
DMP	Documentation Management Plan
DNS	Domain Name Services
DR	Disaster Recovery
ECM	Enterprise Content Management
EDI	Electronic Data Interchange
EDP	Electronic Data Processing
EDW	Enterprise Data Warehouse
EFT	Electronic Funds Transfer
EIN	Employer Identification Number
EISO	Enterprise Information Security Office
EPAL	Enterprise Privacy Authorization Language
ePHI	Electronic Protected Health Information
EPLS	Excluded Parties List System
ESB	Enterprise Service Bus
ESC	Error Status Code
EST	Eastern Standard Time
ETL	Extract, Transform, and Load
EVV	Electronic Visit Verification
FA	Fiscal Agent
FEIN	Federal Employee Identification Number
FFP	Federal Financial Participation
FFS	Fee For Service
FHIR	Fast Healthcare Interoperability Resources
FIPS	Federal Information Processing Standards
FISMA	Federal Information security Modernization Act
FOIA	Freedom of Information Act
FTE	Full-Time Equivalent
FTI	Federal Tax Information
FTPS	FileTransfer Protocol Secure
GAAP	Generally Accepted Accounting Principles
GAAS	Generally Accepted Auditing Standards
GPS	Global Positioning System
GUI	Graphical User Interface
HCSIS	Home and Community Services Information System
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health Act
HTTPS	Hypertext Transfer Protocol Secure
IAM	Identity and Access Management

Acronym/ Abbreviation	Definition
ICD	Interface Control Document
ICT	Information and Communication Technology
ID	Identification
IDAM	Identity and Access Management
IDS	Intrusion Detection System
IEEE/ISO	Institute of Electrical and Electronics Engineers / International Organization for Standardization
IIS	Integrated Information Systems
IMS	Integrated Master Schedule
IPAM	Identity Protection and Access Management
IPS	Intrusion Prevention System
IRS	Internal Revenue Service
IT	Information Technology
ITI	Information Technology Industry Council
ITP	Information Technology Policies
IV&V	Independent Verification and Validation
IVR	Interactive Voice Response
JAD	Joint Application Design
JDBC	Java Database Connectivity
JMS	Java Message Service
JSON	JavaScript Object Notation
KPI	Key Performance Indicator
LDM	Logical Data Model
LEIE	List of Excluded Individuals/Entities
LRR	Legally Responsible Relative
M&O	Maintenance and Operations
MA	Medical Assistance
MCO	Managed Care Organization
MFA	multi-factor authentication
MITA	Medicaid Information Technology Architecture
MSMQ	Microsoft Message Queuing
MMIS	Medicaid Management Information System
MS SQL	Microsoft SQL
NASPO	National Association of State Procurement Officials
NCPDP	National Council for Prescription Drug Programs
NCQA	National Committee for Quality Assurance
NIEM	National Information Exchange Model
NIST	National Institute of Standards and Technology
NPI	National Provider Index
NPPES	National Plan and Provider Enumeration System
OA	Office of Administration
OA-IT	Office of Administration, Office for Information Technology
OASIS	Organization for the Advancement of Structured Information Standards
OCDEL	Office of Child Development and Early Learning
OCYF	Office of Children, Youth, and Families
Open Data Protocol	Open Data Protocol
ODBC	Open Database Connectivity

Acronym/ Abbreviation	Definition
ODP	Office of Developmental Programs
ODS	Operational Data Store
OIM	Office of Income Maintenance
OIT	Office of Information Technology
OLAP	Online Analytical Processing
OLTL	Office of Long-Term Living
OMAP	Office of Medical Assistance Programs
OMHSAS	Office of Mental Health and Substance Abuse Services
ORR	Operational Readiness Review
OS	Operating System
OWASP	Open Web Application Security Project
PA	Participating Addendum
PCCM	Primary Care Case Management
PCS	Personal Care Services
PDF	Portable Document Format
PDM	Physical Data Model
PDS	Patient Directed Services
PERM	Payment Error Measurement
PHI	Protected Health Information
PII	Personal Identifiable Information
PKCS	Public Key Cryptography Standard
PMI	Project Management Institute
PMM	Provider Management Module
PMO	Project Management Office
PMP	Project Management Professional
POA&M	Program Plan of Action and Milestones
POP3	Point-of-Presence 3
PWP	Project Work Plan
QA	Quality Assurance
QA/QC	Quality Assurance/Quality Control
QA/QM	Quality Assurance/Quality Management
QM	Quality Management
RDBMS	Relational Database Management System
RetroDUR	Retrospective Drug Utilization Review
REST	Representable State Transfer
RFP	Request for Procurement
RFQ	Request for Quote
RIMP	Risks and Issues Management Plan
RTM	Requirements Traceability Matrix
SAM	System for Award Management
SAO	State Auditor's Office
SDB	Small Disadvantaged Business
SDD	System Design Document
SDLC	Software Development Life Cycle
SIT	System Integration Test
SFTP	Secure File Transfer Protocol
SLA	Service Level Agreement

Acronym/ Abbreviation	Definition
SME	Subject Matter Expert
SMTP	Simple Mail Transfer Protocol
SOA	Service Oriented Architecture
SOAP	Simple Object Access Protocol
SOC	System and Organizations Controls
SPI	Schedule Performance Index
SRD	System Requirements Document
SSAE	Statement on Standards for Attestation Engagements
SSH	Secure Shell
SSL/TLS	Secure Sockets Layer and Transport Layer Security
SSN	Social Security Number
SSO	Single sign-on
SSP	System Security Plan
SURS	Surveillance and Utilization Review Subsystem
TCP	Transmission Control Protocol
TIN	Tax Identification Number
TLS	Transport Layer Security
TSV	Tab Separated Value
T-MSIS	Transformed Medicaid Statistical Information System
TXT	Text only
XACML	Extensible Access Control Markup Language
XLC	Expedited Life Cycle
XML	Extensible Markup Language
XrML	eXtensible Rights Markup Language
UAT	User Acceptance Test
UDDI	Universal Description, Discovery, and Integration
UI	User Interface
VBE	Veteran Business Enterprise
VPAT	Voluntary Product Accessibility Template
VPN	Virtual Private Network
WDP	WebDeploy Package
WCAG	Web Content Accessibility Guidelines
WSDL	Web Service Description Language
WSS	Web Services Security

APPENDIX B

Appendix B
Provider Management Module Background

Pennsylvania's ("Commonwealth's") Medicaid Management Information System ("MMIS"), the Provider Reimbursement and Operations Management Information System ("PROMIS*e*™"), is a monolithic, single-contractor system through which input data is received from and output data is sent to Federal, Commonwealth, and business partners via interfaces and Electronic Data Interchange ("EDI") transfers. All Provider Management, Portal, and Enrollment functionalities are currently contained within PROMISe with the following exceptions:

- Waiver and case management, processed by Home and Community Services Information System ("HCSIS"). It is anticipated that Enterprise Case Management will replace HCSIS in 2025;
- Member management, processed by Client Information System/Electronic Client Information System ("eCIS/CIS");
- Case Management Module, MMIS;
- Prior Authorization Module, MMIS module currently in development;
- Drug Rebate and RetroDUR; and
- Historical data, stored in an Enterprise Data Warehouse.

Pennsylvania's MMIS operates and will continue to operate in an environment that includes a wide variety of stakeholders. The list below represents stakeholders who are invested in the Department's Provider Management functionality. In the future, the listed stakeholders may change, or additional stakeholders may be added.

1. **Federal Stakeholders.** Centers for Medicare and Medicaid Services ("CMS") is part of the United States Department of Health and Human Services and Pennsylvania's federal partner for the MMIS Modernization Project. CMS provides the primary funding for the MMIS Modernization Project and requires the Department to have an MMIS that aligns with its Conditions and Standards and MITA 3.0. In addition to funding, CMS provides regulatory requirements, guidance, consultation, project support, and certification for the MMIS as well as approves the procurements and resulting contracts.

2. **Pennsylvania Stakeholders:**

    a. **Department of Human Services.** Pennsylvania Department of Human Services ("Department" or "DHS") has eight program offices that administer services and provide care to support Pennsylvania's most vulnerable citizens. The Department is responsible for purchasing physical and behavioral health care services for almost three million Pennsylvania residents and enrolling providers who administer their care. The Department works closely with these providers to process their claims, establish rates and fees, and contract and monitor Managed Care Organizations ("MCOs") and other contracted entities. Additionally, the Department works to ensure the integrity of the program by detecting and deterring provider and recipient fraud, waste, and abuse.

    The eight DHS program offices are as follows:

- Office of Administration;
- Office of Child Development and Early Learning;
- Office of Children, Youth, and Families;
- Office of Developmental Programs;
- Office of Income Maintenance;
- Office of Long-Term Living;
- Office of Medical Assistance Programs; and
- Office of Mental Health and Substance Abuse Services.

b. **Office for Information Technology.** The Pennsylvania Office of Administration Office for Information Technology ("OA-OIT") oversees investments in and performance of all Information Technology ("IT") systems across the Commonwealth. OA-OIT establishes and implements policies, standards, and guidelines regarding planning, management, acquisition, and security of IT assets in all Commonwealth agencies under the Governor's jurisdiction. OA-OIT provides direct oversight for large, enterprise-wide initiatives, such as IT consolidation, Commonwealth shared services, and cyber security.

c. **Treasury Department.** The Pennsylvania Treasury Department is an independent state government department led by the State Treasurer. Its paramount responsibility is safeguarding and managing the state's financial assets. The Treasury Department makes payments on behalf of the Commonwealth, including Medical Assistance payments.

d. **Office of Comptroller Operations.** The Comptroller prepares and issues the Commonwealth's Comprehensive Annual Financial Report and the state-level single audit. The Office oversees the Commonwealth's uniform accounting, payroll, and financial reporting systems, and provides auditing, financial management, accounts payable and receivable services, and miscellaneous specialized services.

The Comptroller performs the following MMIS-specific financial tasks.

- Validates the weekly payment file and financial reports generated by Gainwell Technologies ("Gainwell") through PROMISe;
- Reviews and validates provider payments in advance of Treasury processing cycle;
- Performs the secondary signoff of all edit and audit resolution procedures.
- Assigns Financial Internal Order codes, including annual Federal Financial Participation ("FFP") updates;
- Generates the Quarterly Medicaid Statement of Expenditures for the Medicaid Assistance Program Report (i.e., CMS-64) and supports oversight and audit of FFP drawdown;
- Supports annual end of State and Federal Fiscal Year rollover activities;
- Reviews and approves weekly Gross Adjustments generated in PROMISe; and

- Identifies Provider Electronic Funds Transfer payment failures, and other specialized services, including enterprise contractor registration and support.

3. **Physical Health and Community HealthChoices Managed Care Organizations.** MCOs are health care providers or groups of medical service providers that have Department contracts to offer and administer managed care health plans, such as Medicaid and other assistance programs. Physical Health and Community HealthChoices MCOs operate on capitation-based compensation models, receiving per-member-per-month payments for the provision of managed care services. The current Physical Health MCOs contracted with the Commonwealth include:

    - AmeriHealth Caritas of Pennsylvania;
    - Keystone First;
    - Health Partners Plans;
    - Highmark Wholecare;
    - Geisinger Health Plan;
    - United HealthCare Community Plan of PA; and
    - UPMC for You, Inc.

    The current Community HealthChoices MCOs contracted with the Commonwealth include:

    - PA Health and Wellness;
    - AmeriHealth Caritas CHC;
    - Keystone First CHC; and
    - UPMC Community HealthChoices.

4. **Behavioral Health Managed Care Organizations.** Behavioral Health MCOs are health care payers that have contracts with Pennsylvania counties to administer managed care health plans for mental health and drug and alcohol services provided by the HealthChoices program. Behavioral Health MCOs operate on full risk capitation-based compensation models, receiving per-member-per-month payments for the provision of covered healthcare services. The current Behavioral Health MCOs contracted with Pennsylvania counties are as follows:

    - Community Behavioral Health;
    - Community Care Behavioral Health Organization;
    - Magellan Behavioral Health;
    - PerformCare; and
    - Carelon Behavioral Health of PA.

5. **Children's Health Insurance Program ("CHIP").** CHIP MCOs are health care payers that have contracts with Pennsylvania counties to administer managed care health plans for physical health services provided by the CHIP program. CHIP MCOs operate on capitation-based compensation models, receiving per-member-per-month payments for the provision of managed care services. The current CHIP MCOs contracted with the Pennsylvania counties are as follows:

    - Aetna Better Health Kids;
    - Capital Blue Cross;

- Geisinger Health Plan;
- Highmark Choice Company (Highmark Healthy Kids);
- Health Partners (Kidz Partners);
- Keystone Health Plan East (Independent Blue Cross);
- United Healthcare Community Plan of PA; and
- UPMC for Kids.

6. **Adult Community Autism Program ("ACAP").** The ACAP is a managed care program, which is a fully integrated, comprehensive system of care that includes physical health, behavioral health, social, recreational, transportation, employment, therapeutic, educational, crisis, in-home support, and independent living services for the autistic community. Pennsylvania's ACAP is a Prepaid Inpatient Health Plan entity that provides medical services to enrollees under contract with the state Medicaid agency and based on prepaid capitation payments, includes responsibility for arranging inpatient hospital care and does not have a comprehensive risk contract.

7. **External Stakeholders.** The Commonwealth's current MMIS, PROMISe, interacts with numerous other external contractors, agencies, and service providers including, and subject to change, the Pennsylvania Medical Society, Mercer Health & Benefits, LLC, PeopleSoft, Myers and Stauffer, First DataBank, and Surescripts.

8. **Medicaid Fiscal Agent ("FA").** Gainwell Technologies is the Medicaid Fiscal Agent for the Commonwealth. The FA operates, maintains, and enhances the MMIS at the direction and approval of the Department. The primary operational site and mail services for the MMIS is located in Camp Hill, Pennsylvania. The Department contracts with the FA for a wide range of services that include the following:

   - Front-end claims processing, including imaging, data entry, and claims resolution;
   - EDI transactions;
   - Automated eligibility verification through eCIS;
   - Online pharmacy claims capture and adjudication, including provider and user training;
   - ePrescribing;
   - Medicaid Identification card production;
   - Document management;
   - Financial processing, including capitation payments;
   - Provider enrollment and management; and
   - Various other web-based applications.

   The MMIS Modernization Project's objective is to incrementally transition toward a modular MMIS that improves outcomes for recipients and providers while minimizing disruption and risk. The Commonwealth is employing a strategy of gradual modular replacement to improve service delivery, streamline processes, and reduce administrative burden. Employment of this strategy has begun by the Commonwealth successfully carving out functionality from PROMISe and implementing individual modules as follows:

   - Case Management;

- Fraud Capture;
- PA Patient and Provider Network;
- Medicaid Enterprise Monitoring Module;
- Enterprise Licensing System;
- Prior Authorization (In progress);
- Electronic Visit Verification (Planned); and
- Provider Management Module (Planned);
- Claims, Financial, and Federal Reporting Module (Planned); and
- Centralized Credentialing Module (Potential future module).

Figure 1 illustrates the current Pennsylvania Medicaid Enterprise and MMIS Modernization structure.

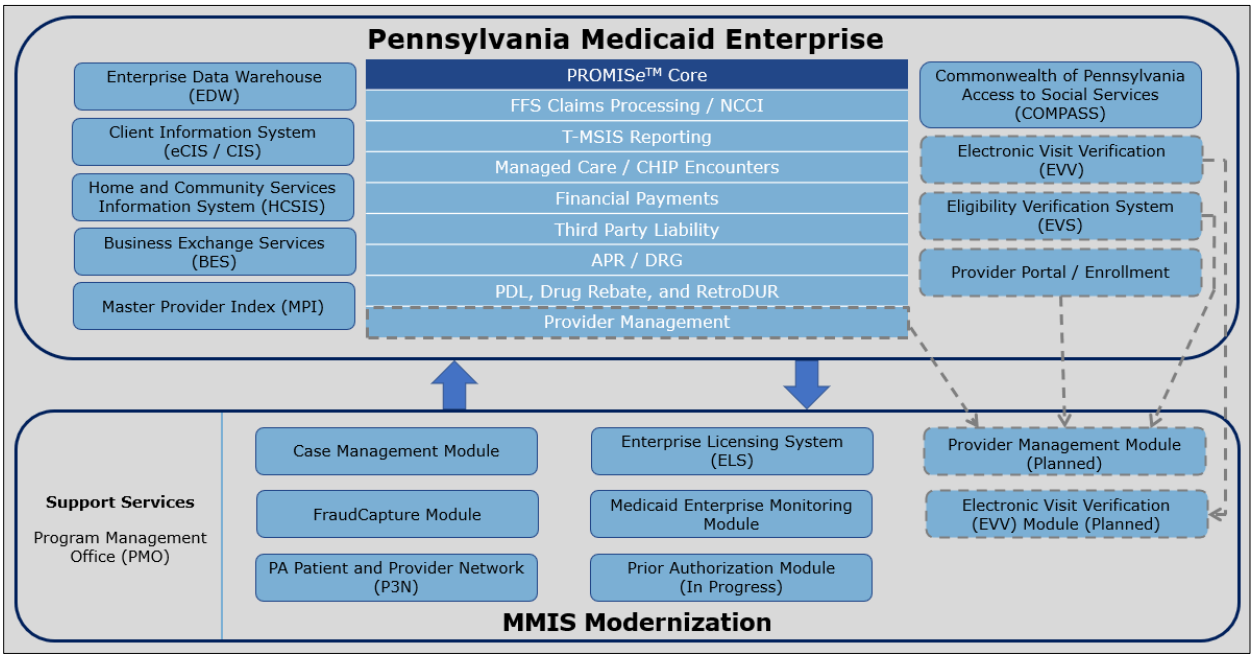


Figure 1: Pennsylvania Medicaid Enterprise

Figure 2 illustrates the 'as-is' Provider Management data feeds.

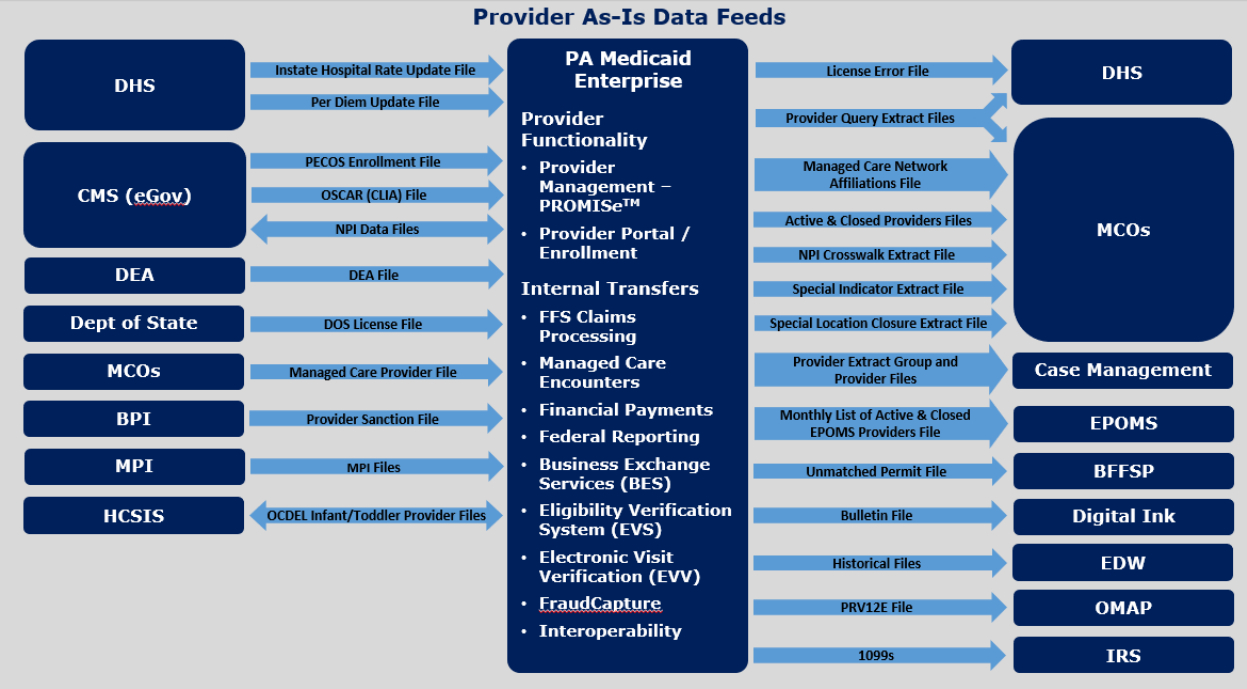


Figure 2: As-Is Provider Management Data Feeds

Table 1 shows the historical volumes for January 2022 through July 2023. The volumes may be used by the Provider Management Module Contractors to determine storage and IT sizing requirement. The volumes may increase or decrease in future years and should only be used as an estimation of future volumes.

Table 1: Historical Volume Estimates for State Fiscal Year 2022/2023

Provider Management Historical Volume Estimates	
Providers enrolled in Pennsylvania Medicaid	145,374
Provider Locations Enrolled in Pennsylvania Medicaid	508,492
Provider Enrollment Applications Received (Paper)	196
Provider Enrollment Application Received (Electronic Portal)	125,753
Provider Revalidation Applications (Paper)	3
Provider Revalidation Applications (Electronic Portal)	74,440
Provider 1099 Documents Mailed	5,000

APPENDIX J

MMIS Modernization

Integrated Master Schedule Update Procedure

Version 2.0

08/10/2022

Contents

1 Introduction 1
2 Approach 2
2.1 Integrated Master Schedule (IMS) Architecture 2
2.2 External Schedule Dependencies 2
2.3 Custom Fields 3
3 Establishing Initial Module Subproject Baseline 4
3.1 MMIS Modernization Projects 4
3.2 Legacy Contractor Projects 5
4 Establishing Methodology 5
4.1 Standard Fields 5
4.2 Agile Fields 6
4.3 Agile Schedule Maintenance 6
5 Ongoing Schedule Maintenance and Reporting 7
5.1 Schedule Maintenance 7
5.1.1 Update Project Status Date 7
5.1.2 Report % Complete on Active Tasks 8
5.1.3 Update the Finish Date 9
5.1.4 Add Additional Tasks/Sub-tasks 10
5.2 Quality Review 12
5.3 Reporting 12
5.4 Schedule Maintenance and Reporting Timeline 12
6 Related Process and Deliverables 13
7 Roles and Responsibilities 14
8 Assumptions and Risks 14
8.1 Assumptions 14
8.2 Risks 15
9 Appendix 16
9.1 Appendix A: IMS Quality Checklist 16
9.2 Appendix B: Weekly IMS Reporting 17
9.3 Appendix C: Custom Fields List 18

Document History

The following table is a record of revisions made to this document. The table includes three columns. The first column identifies the date the document revisions were considered finalized and approved. The second column identifies the document version number, and the third column includes a brief description of the changes made to the document text.

Date	Version	Description
01/13/2022	1.0	Initial MMIS Modernization Project Plan
08/10/2022	2.0	Added Agile Process (Section 4)

A master list of acronyms used throughout this document is available in the MMIS Modernization Acronym and Abbreviation List document to be approved by the Department and saved in SharePoint.

1 Introduction

The purpose of this document is to define the process and procedures for updating the Integrated Master Schedule (IMS) for the Medicaid Management Information System (MMIS) Modernization Project. The purpose of the IMS is to provide an overall schedule of tasks and activities for the Department and its contractors to plan, track, and manage the MMIS Modernization Project.

This document will provide details of not only the process and procedures but also the roles and responsibilities for the Department and all contractors involved during the initial creation as well as the ongoing maintenance of the IMS during the MMIS Modernization Project. The MMIS Modernization Project is a high priority initiative for the Department, involving a major modernization of one of the Department's most critical systems. The IMS will reflect the approved plan to meet the objectives of the MMIS Modernization Project and is used to orchestrate the schedules of many stakeholders and coordinate their efforts to achieve the objectives of the Department.

2 Approach

This section describes the design of the IMS. It also describes the features in the IMS that are critical to managing the MMIS Modernization Project.

2.1 Integrated Master Schedule (IMS) Architecture

The MMIS Modernization IMS is a collection of Microsoft Project Plan (MPP) subprojects. These individual subprojects contain the schedules for all the individual contractors and their initiatives. The entire Integrated Master Schedule can be viewed by launching the IMS from the Department SharePoint (SP) site and collapsing the view to Level 1 (View>Outline>Level 1).

Note: Schedule maintenance is not completed in the IMS itself.

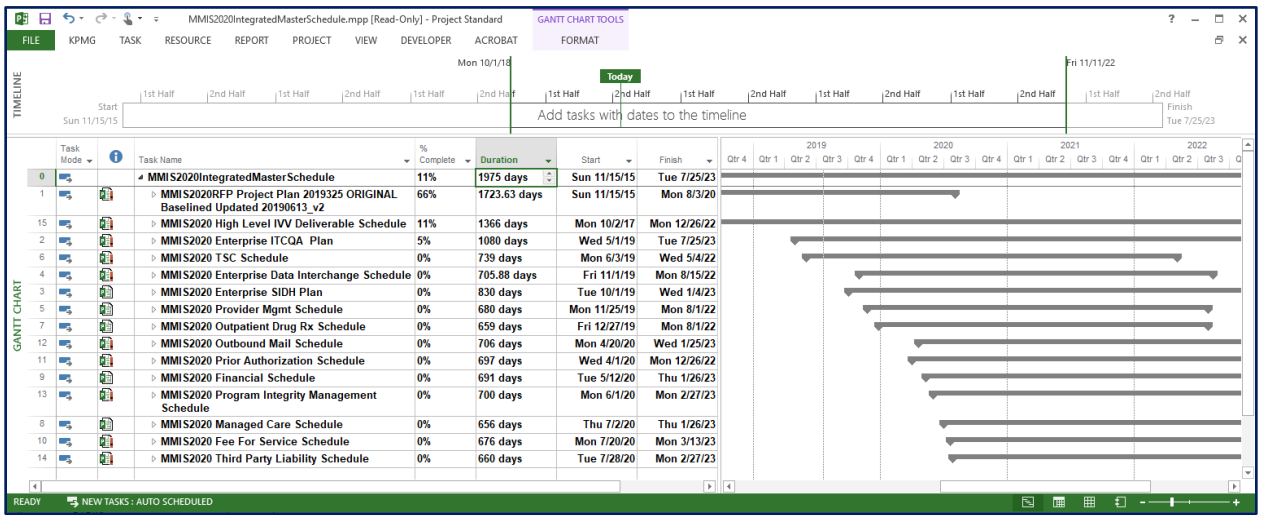


Figure 1: Integrated Master Schedule Architecture

2.2 External Schedule Dependencies

External predecessor and successor relationships integrate the individual schedules into a master schedule. These links enable the PMO to assess the impact of schedule changes on the entire MMIS Modernization Project. The contractor PMs should not alter or remove these links, as this action would likely result in schedule conflicts as well as inaccurate reporting. If these relationships are changed, the contractor will notify the PMO immediately.

The image below shows an example of an external link to a task in a related schedule. In this example, the task related to contractor onboarding is a successor of the Purchase Order Start Date task in the RFP timeline schedule.

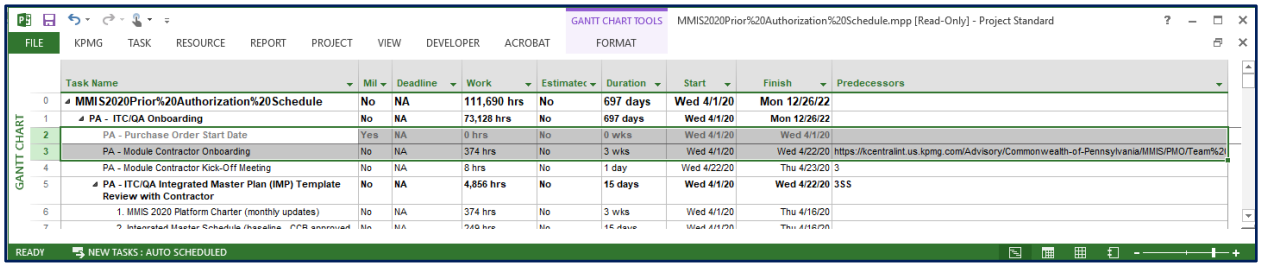


Figure 2: Integrated Master Schedule – External Schedule Departures (Purchase Order Start Date)

To view all the links in a subproject the user can navigate to the Project tab in MPP and click the “Links Between Projects” button.

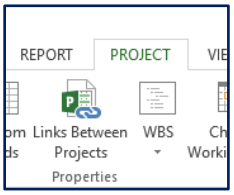


Figure 3: Integrated Master Schedule – External Schedule Departures (Links Between Projects)

A pop-up box will display showing the task in the current project as well as the linked external task. Module contractor Project Manager’s should not remove the external links.

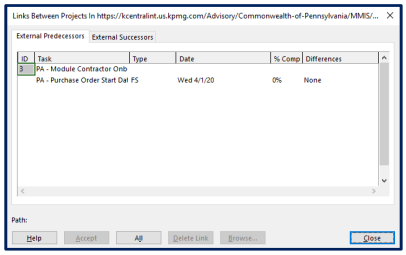


Figure 4: Integrated Master Schedule – External Schedule Departures (Tasks Pop-up Box)

2.3 Custom Fields

To facilitate MMIS Modernization reporting, several custom fields exist across all contractor subprojects. These custom field names and types must remain unmodified (see Appendix C for a complete list of custom fields). If modifications are required, the contractor will notify the PMO immediately.

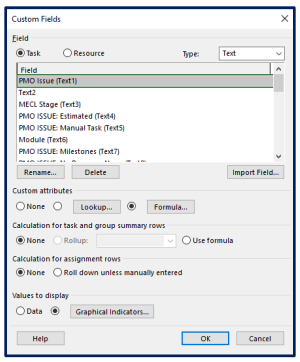


Figure 5: Integrated Master Schedule – Custom Fields

3 Establishing Initial Module Subproject Baseline

As projects are identified, the Department, the PMO, Module Contractors, and the Legacy Contractor will work together in the scoping validation and scheduling phase. This scoping validation phase will provide a venue to discuss all perspectives and approaches to the contractor's schedule and to identify pros/cons of each. The goal is to obtain a consensus for an agreed upon project scope and schedule. Ultimately, the Department will provide final direction, especially in the absence of consensus.

3.1 MMIS Modernization Projects

High Level scoping validation and scheduling phase tasks appear below for reference.

- The Department confirms scope and performance expectations.
- When appropriate, the Legacy Contractor provides an overview and documentation on the legacy data architecture and options for integration.
- The PMO provides an overview on the PMO documentation and the schedule template.
- The PMO elaborates the schedule template with the tasks necessary for delivery of the required capabilities.
- The PMO, the Department, the Module Contractor, and the Legacy Contractor review the elaborated schedule with special attention given to stage gates and schedule constraints.
- .
- The Change Control Board (CCB), as described in the Change Management Plan, is responsible for approving changes to the baselined schedule after the scoping validation and scheduling phase.

3.2 Legacy Contractor Projects

Throughout the MMIS Modernization engagement, there will be projects that only the Legacy Contractor will have work to complete. The process for adding these projects is outlined below:

- The Department confirms scope and performance expectations.
- The Legacy Contractor creates a high-level estimate and presents it at the next CCB.
- The Department determines if the project should be captured in the Project Runway and MMIS Modernization IMS.
- The Legacy Contractor elaborates their schedule using their standard template The PMO can assist with questions or resolve any issues.
- The Legacy Contractor submits the schedule to the PMO for review and integration into the IMS.
- The CCB, as described in the Change Management Plan, is responsible for approving changes to the baselined schedule after the scoping validation and scheduling phase.

4 Establishing Methodology

When on boarded, it is important for a Module Contractor to decide what type of methodology, waterfall or agile, they plan to use for the development of their Module as this affects how their schedule should be maintained. If the Module Contract utilizes a waterfall methodology, then the fields in section 4.1 will be required. If the Module Contractor utilizes an agile methodology, they will be required to use the fields in section 4.1 and 4.2.

4.1 Standard Fields

For the PMO to create accurate reports, the below table shows when to utilize specific fields:

When to Use the field	Field Name	
Mandatory whenever a task is created	• Task Name • Schedule • Owner • Start	• Finish • Duration (0 days is acceptable for milestones)
Should be included when a task is created	• Work • Predecessors	
Mandatory if the task is related to a release	• Release	

	• SDLC Stage • Change Order (if a Legacy Project)

Table 1: Integrated Master Schedule - Standard Fields

4.2 Agile Fields

If a contractor decides to implement an agile methodology into their schedule, then the following table is mandatory for agile tasks in addition to the table above:

Field Name	Description	Examples
Sprint	The Sprint number the task is being completed in.	Sprint 1, Sprint 2
Feature	The tool or functionality that is being implemented.	ESB, Common Portal
Environment	The environment the tool or functionality is being developed in.	1 – DEV, 7 – PROD
User Priority	The importance of the task to the client.	Low, Medium, High
Sprint Pre-Planning	The Sprint number the task is expected to be completed in even if the task is still in the backlog.	Sprint 1, Sprint 2

Table 2: Integrated Master Schedule - Agile Fields

4.3 Agile Schedule Maintenance

When updating Agile tasks, using the following rules is mandatory to allow for accurate reporting of the IMS.

- All deliverables should be located outside of the sprints (no sprint value in the Sprints column).
- All sprint tasks should have a value in the Sprint column if known. Otherwise, the Sprint column should have a value of “Backlog”.
- Utilize the Sprint Pre-Planning column to insert which sprint the task is expected to be completed within. This will develop a roadmap that can be reported to the Department.
- If a task cannot be completed within a sprint due to complexity or amount of effort, divide the task. The original task will be marked complete, and the effort will be adjusted to what was accomplished. The new task will contain the remaining effort and will be scheduled in a future sprint.
- If there are stretch goals for the current sprint, they will be identified by updating the value in the User Priority column to “Stretch”.

5 Ongoing Schedule Maintenance and Reporting

After the contractor's work begins, their team will be responsible for managing to the baselined subproject. Each contractor will identify a project manager (PM) to be the point of contact for schedule management as well as to field questions about their schedule. The contractor PM should be well versed in Microsoft Project and should have experience managing projects that are a part of a larger program.

5.1 Schedule Maintenance

The PMO will complete routine maintenance of the module contractor schedule throughout the contractor engagement. This maintenance should include, at a minimum, the below listed tasks.

5.1.1 Update Project Status Date

Update the Project Status Date to the reflect Friday of the reporting period by navigating to Project Tab>Status Date>Date Picker widget.

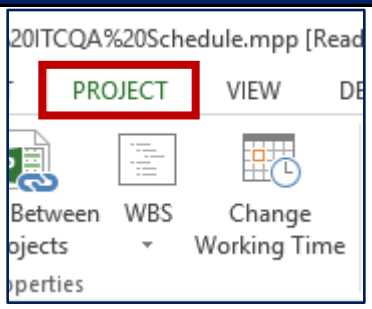
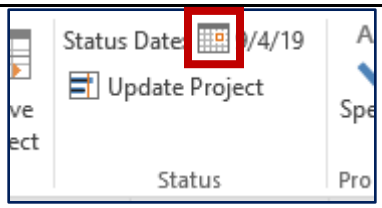
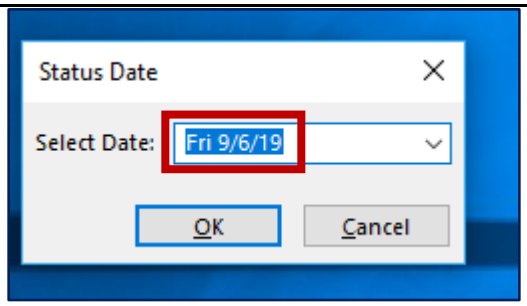
Step	Instruction	Image	Outcome
1	Select the Project tab from the MS Project ribbon.		The ribbon will reflect the Project selection options.
2	Click on the Status Date, date picker widget.		The date picker widget will appear in a pop-up window.
3	Update the date to be the Friday of the reporting period and click OK.		The Status Date will reflect the date selected.

Table 3: Integrated Master Schedule - Scheduled Maintenance Process (Update Project Status Date)

5.1.2 Report % Complete on Active Tasks

Report progress on active tasks by reporting % Complete. This is done by updating individual tasks or by selecting multiple tasks and updating them, if the progress made is the same for each of the multiple tasks selected.

- Individual Update – This option is ideal for instances where multiple updates are needed for only one task. For example, percent complete and Notes must both be added to one task.

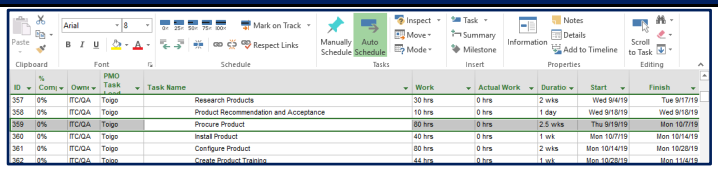
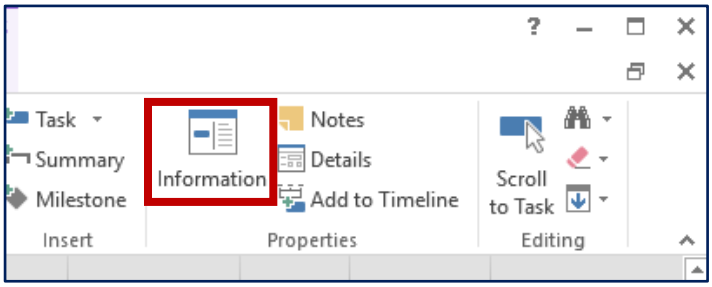
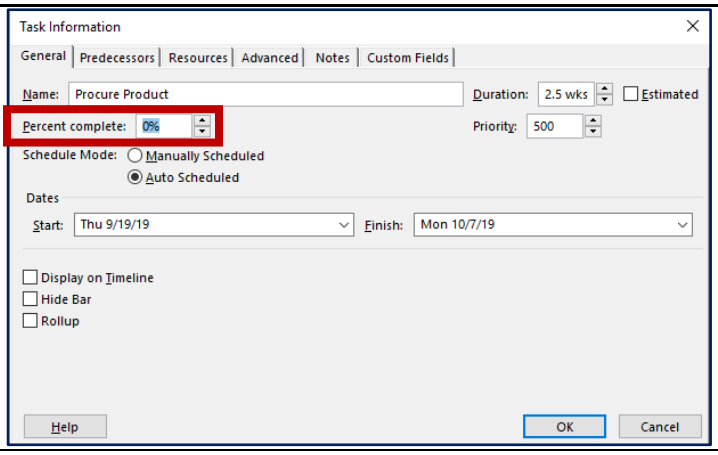
Step	Instruction	Image	Outcome
1	Select the task you need to provide progress information on.		The task will be highlighted.
2	Click the Information icon on the Task tab of the ribbon. (Double-clicking the task is another means of accomplishing this step.)		The Task Information interface will open for the task selected.
3	Update the Percent complete field by either typing in the input box or use the scrolling up and down widget ( ) and select OK.		The Task Information interface closes and the Percent Complete on the tasks selected reflects the update percentage.

Table 4: Integrated Master Schedule - Scheduled Maintenance Process (Individual Update)

- Multiple Updates - This approach is preferable when several tasks require the same update.

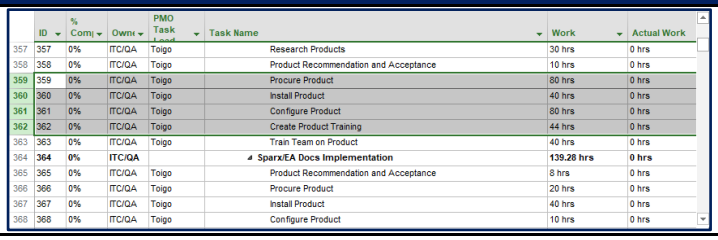
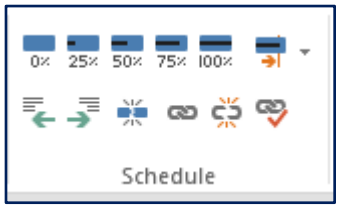
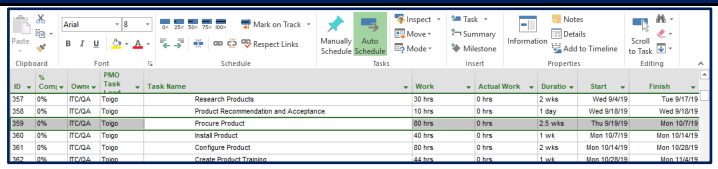
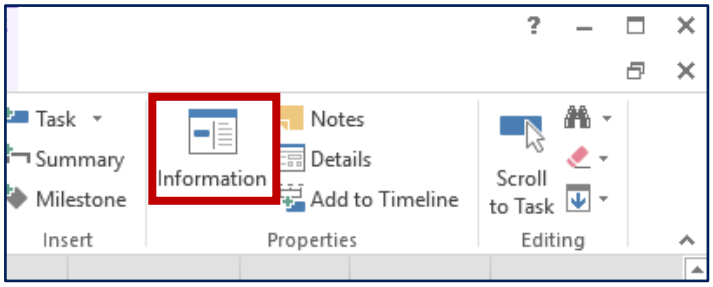
Step	Instruction	Image	Outcome
1	Select the tasks you need to provide progress information on.		The task will be highlighted.
2	Use the progress buttons on the Task tab of the ribbon in the Schedule container.		The percent complete field is updated on the multiple tasks selected.

Table 5: Integrated Master Schedule - Scheduled Maintenance Process (Multiple Updates)

5.1.3 Update the Finish Date

Update Finish Date for each task or milestone reached.

Note – Do not modify the Finish Date for any baselined and approved task or milestone that impacts the Critical Path without CCB approval.

Step	Instruction	Image	Outcome
1	Select the task you need to provide progress information on.		The task will be highlighted.
2	Click the Information icon on the Task tab of the ribbon. (Double-clicking the task is another means of accomplishing this step.)		The Task Information interface will open for the task selected.

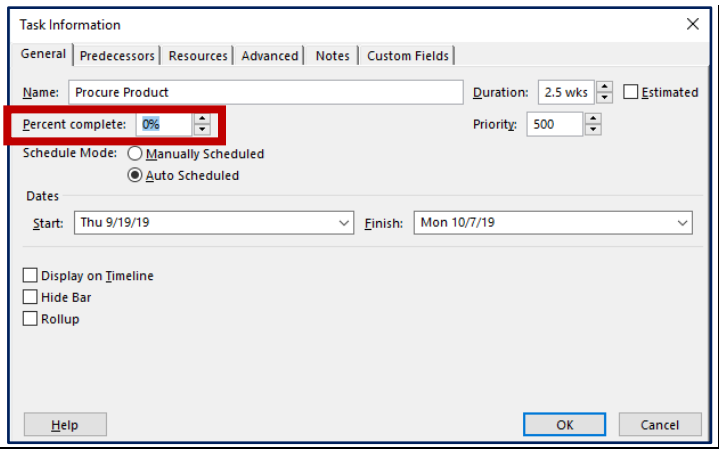
3	Update the Percent complete field by either typing in the input box or use the scrolling up and down widget ( ) and select OK.		The Task Information interface closes and the Percent Complete on the tasks selected reflects the update percentage.

Table 6: Integrated Master Schedule - Scheduled Maintenance Process – (Update Finish Date -Tasks or Milestones)

5.1.4 Add Additional Tasks/Sub-tasks

Add additional tasks/sub-tasks, as necessary, to elaborate summary tasks.

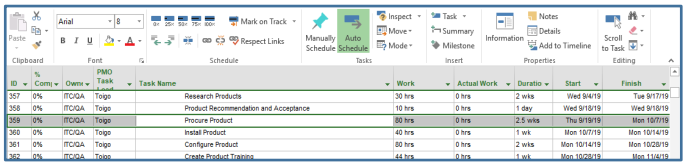
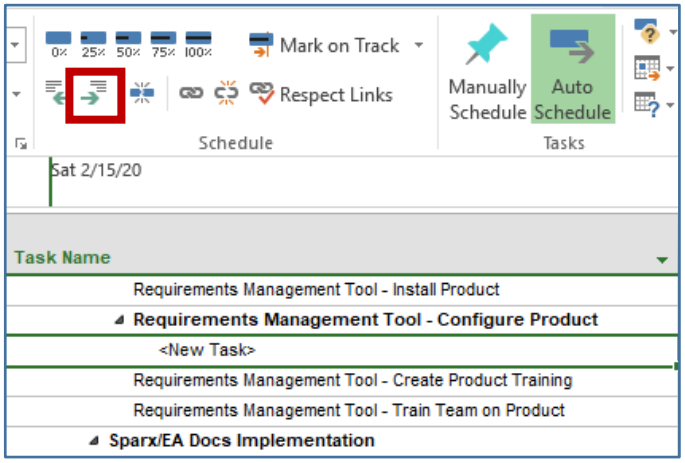
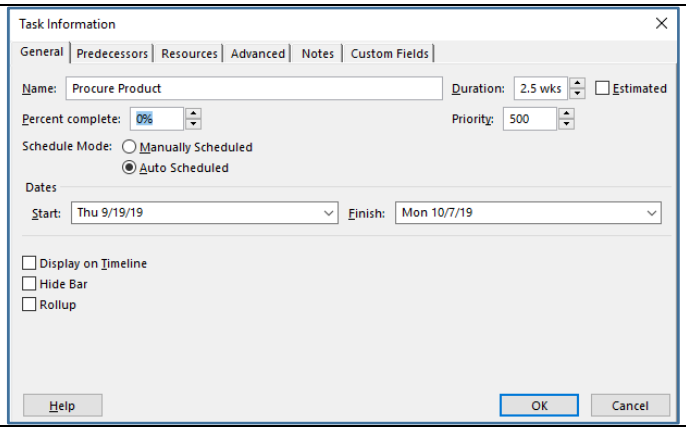
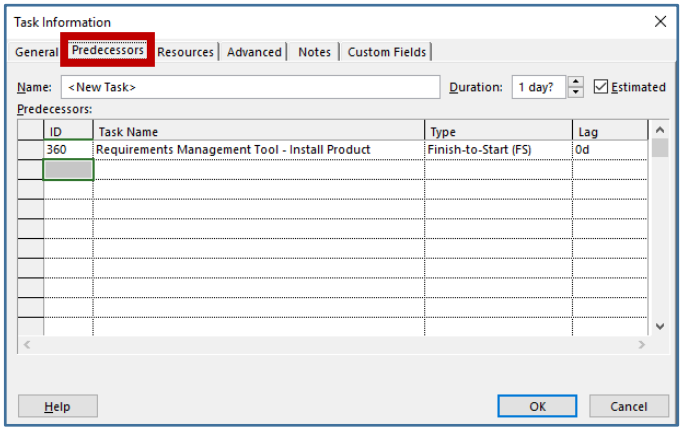
Step	Instruction	Image	Outcome
1	Select the task directly below the task that requires additional detailed subtasks.		The task will be highlighted.
2	Click the Indent button on the Task Ribbon.		The Task is indented and the task above it becomes a Summary task.
3	Use the Task Information interface to provide information about the task.		The Task Information interface closes and the Percent Complete on the tasks selected reflects the update percentage.
4	Be sure to complete the Predecessor tab in the Task Information interface.		The task relationship is enforced through links defined on the predecessor tab.

Table 7: Integrated Master Schedule - Scheduled Maintenance Process (Additional Tasks or Sub-tasks)

Note - As the IMS has various integration points between subprojects, consideration should be given when deciding to delete tasks from the schedule.

5.2 Quality Review

The IMS Quality Checklist is stored in Appendix A. Contractor PMs should reference this checklist when providing schedule updates. The checklist is comprised of standard project management guidelines as well specific MMIS Modernization guidelines which will contribute to a higher quality IMS.

The PMO will utilize the checklist as part of its weekly quality control process to review the IMS. It should be noted that some checklist items can and will be automated which allow each task/milestone in the IMS to be evaluated during the weekly review. Other checklist items are more subjective in nature and require human review.

5.3 Reporting

The PMO leverages several industry standard reports to manage the MMIS Modernization Project. This core set of reports is generated on a weekly basis. These standard reports include:

- **Release Progress Report:** This report shows project start/finish dates, project percent complete data, and task information.
- **Release Runway:** This report shows a visual representation of the release timeline, extracted from the IMS.
- **Upcoming Tasks Reports:** these reports are sent to the Module Contractors, the PMO, the Department, and the Legacy Contractor showing their upcoming tasks, and any tasks that are late.

Examples of these reports are available in Appendix B of this document.

5.4 Schedule Maintenance and Reporting Timeline

The PMO has established the following timeline for schedule maintenance, quality review, and reporting.

- The PMO, the Department, Module Contractors, and the Legacy Contractor are responsible for providing task updates to the PMO Project Manager during the weekly Release workgroup sessions.
- The PMO Project Manager will provide these updates to the IMS Manager on Thursdays.
- For projects solely owned by the Legacy Contractor, the Legacy Contractor PM will provide their updates directly to the IMS Manager by end of day Thursdays.

- The IMS Manager will QA the updates and enter the updates into the IMS on Fridays.
- The IMS Manager will then create the following reports on Fridays:
  - Release Runway
  - Upcoming Tasks Reports
- The IMS Manager will create the Project Progress Report on Mondays.
- The Release Progress Report and Release Runway are reviewed on a bi-weekly basis at the Project Health Check Meeting.

The schedule above provides each contractor with the ability to provide input in to the IMS reporting provided to the Department, as well as provide timely information to the Department for decisions and oversight.

6 Related Process and Deliverables

The following Process/Deliverables interact with the IMS Update Procedure:

Related Processes/Deliverables	Relationship
Integrated Master Schedule (IMS)	This document describes in additional detail the importance of the IMS as it relates to MMIS Modernization.
Change Management Plan	This document describes the change governance process for MMIS Modernization.
Quality Management Plan	This document describes the importance of Quality and articulates how the PMO performs Quality Assurance/Quality Control within MMIS Modernization.

Table 8: Integrated Master Schedule - Related Process and Deliverables

Note:

- The templates and examples referenced in this Plan can be found at the SharePoint link below:

  Projects/Templates/Vendor Templates

7 Roles and Responsibilities

The following table lists the roles and responsibilities of various MMIS Modernization contractors required to support activities related to the Requirements Management Plan. The letters used in the RACI Chart are explained in the Chart Legend table below the graphic.

The Department has the final review, approval, and decision authority for all aspects of the MMIS Modernization project and is ultimately accountable for MMIS Modernization.

The PMO under the strategic direction of the Department is responsible to facilitate, support, or otherwise enable the Department.

Activity	Department	PMO	Module Contractor	Legacy Contractor
Maintain Schedule Template	A	R	I	I
Provide updates to the PMO Project Manager	A	R	R	I
Perform Schedule Updates	A	R	C	I

Table 9: Integrated Master Schedule – Roles and Responsibilities

** The Legacy Contractor role becomes obsolete when the MMIS Modernization Project enters the M&O phase.*

*** Depending upon their level of involvement, the Legacy Contractor's assigned RACI designations may be a "R" or "C".*

RACI Chart Legend

Term		Definition
R	Responsible	Actively working on completion of activities or goals
A	Accountable	Answerable for the activity or goal not getting completed
C	Consulted	Included in key decisions or activities to garner input and feedback
I	Informed	Notified of decisions or actions made

Table 10: Integrated Master Schedule – RACI Chart Legend

8 Assumptions and Risks

Assumptions and risks to MMIS Modernization, specific to this procedure, are covered in this section.

8.1 Assumptions

The following assumptions were considered in drafting this procedure document.

- All contractor project managers will have experience managing schedules in Microsoft Project.
- All contractors will have a backup resource for the project manager, in the case the project manager is out of the office.

8.2 Risks

The following risks were considered when drafting this procedure document.

- Lack of adherence to the timelines and procedures presented in this document will result in potential quality issues and delays to the project.

9 Appendix

The Appendix is used for reference and does not need to be completed.

9.1 Appendix A: IMS Quality Checklist

☐ Spell check
☐ Task Names are clear, concise, and preceded by release abbreviation. (e.g., MCA - <Task Description>).
☐ Tasks use abbreviations / naming conventions as appropriate
☐ Tasks have their task mode set to Auto Scheduled
☐ Verify that there are no duplicate tasks, or duplicate tasks being tracked by more than one team – determine owner if necessary ☐ Tasks related to a release have a Release and SDLC Stage ☐ Critical Task date changes have been approved by Change Control Board
☐ Tasks are not estimated. (e.g., 1 days?)
☐ Verify that there are no date conflicts (red-lined)
☐ Each Summary/Parent Task has enough detailed child tasks to describe the steps needed to accomplish the work to be done, and approvals that need to be obtained.
☐ Dependent tasks have the appropriate predecessors
☐ Milestones are denoted as true milestones (0-day durations and Yes in milestone column)
☐ Verify that Milestone tasks are detailed enough for the report (must be clear on its own).
☐ % Complete field is updated for tasks that are in progress. (Tasks that are past due or past its scheduled start date)
☐ Unneeded tasks are marked as 100% complete with 0 Effort, and an explanatory Note exists.

Table A1: Integrated Master Schedule – Quality Checklist

9.2 Appendix B: Weekly IMS Reporting

Below is an example of the Project Progress Report.

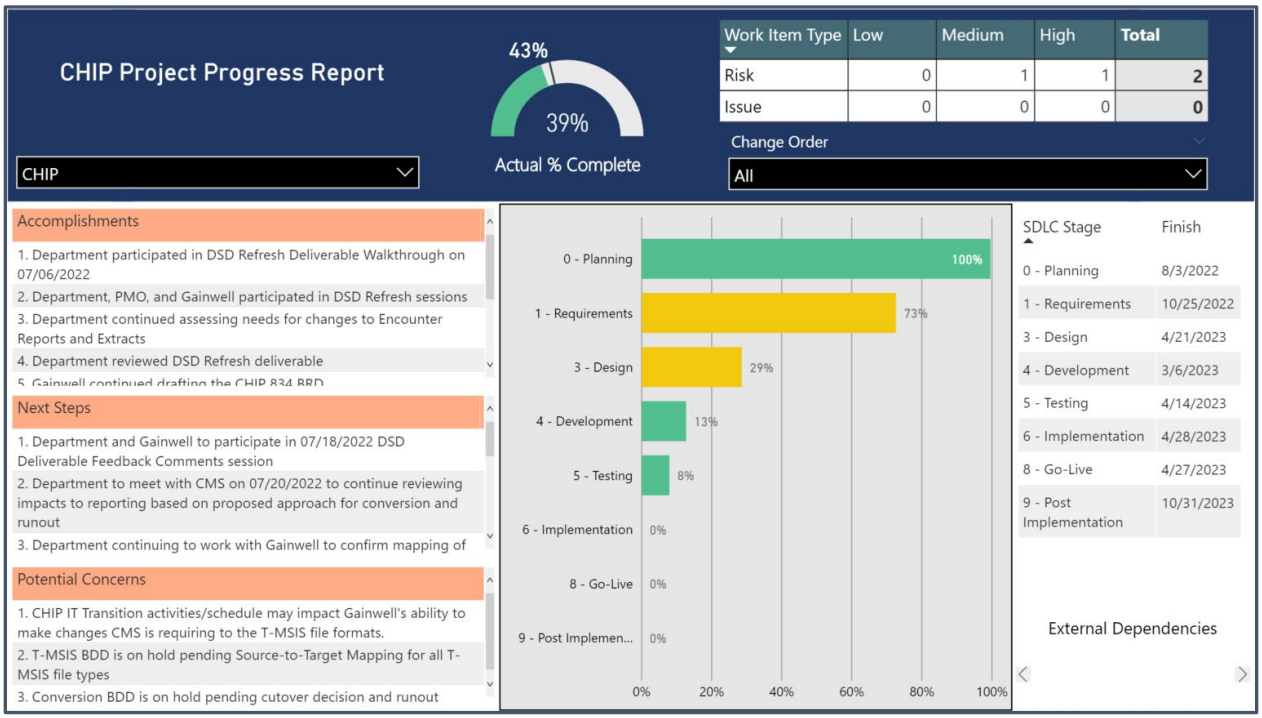


Figure B1: Integrated Master Schedule) – Weekly IMS Reporting (Release Progress Report)

9.3 Appendix C: Custom Fields List

Field Name	Field Type	Field #	Definition
Sprint Pre-Planning	Number	4	Used to assign a sprint to all tasks, including the backlog
Task Owner	Text	2	Shows which resource owns a task
Features	Text	3	Used to assign the feature the sprint task is developing
Environment	Text	4	Used to assign the environment for the sprint task
PMO Task Lead Owner	Text	11	Lists the team lead who owns the task
User Priority	Text	12	Used to assign the client priority for a sprint task
Owner	Text	15	Used to show which entity owns a task
SDLC Stage	Text	16	Used to view the tasks by SDLC Stage
Schedule	Text	17	Used for generating the Release Progress Report
Deliverable	Text	18	Used to track deliverables in the schedule
Change Order	Text	24	Used to track the Gainwell Change Order Number
Release	Text	27	Used as a filter to show each release
Sprints	Text	29	Used to show what sprint a task is being completed in

Table C1: Integrated Master Schedule – Weekly IMS Reporting (Custom Fields List)

APPENDIX K

MMIS Modernization

Risk and Issues Management Plan

Version 1.0

12/28/2021

Contents

1 Introduction 1
2 Approach 1
3 Risk/Issue Identification 2
4 Risk Analysis 3
4.1 Risk Mitigation Plans 5
4.2 Risk Mitigation Planning 6
5 Issue Analysis 6
5.1 Issue Mitigation Planning 8
6 Risk/Issues Tracking and Reporting 8
7 Related Process and Deliverables 9
8 Roles and Responsibilities 9
9 Assumptions and Risks 10
9.1 Assumptions 10
9.2 Risks/Issues 10

Document History

The following table is a record of revisions made to this document. The table includes three columns. The first column identifies the date when the document revisions were made, the second column identifies the document version number, and the third column identifies if the document is a draft or a final approved version.

Date	Version #	Description
12/28/2021	1.0	Initial Version

A master list of acronyms used throughout this document is available in the MMIS Modernization Acronym Abbreviation List approved by the Department and saved in the MMIS SharePoint.

1 Introduction

The MMIS Modernization Risk and Issues Management Plan (RIMP) defines how risks and issues will be managed from the project's initiation throughout the MMIS Modernization project. It also serves as a risks and issues management guide for the Pennsylvania Department of Human Services (DHS or "the Department"), the Project Management Office (PMO), Module Contractors, the Legacy contractor and any other project stakeholders that are identified.

Risks and issues are managed using Team Foundation Server (TFS) and will be shared through the Department's SharePoint.

2 Approach

For clarity, it is important to define what a risk is and how it differs from an issue. A risk is an event or condition that if it occurs could have a positive or negative effect on a project's objectives. An issue is an event or condition that has occurred. This distinction is important as it impacts the way the two categories are assessed and managed through their respective lifecycles. While there are relationships between risks and issues (ex. risks can become issues if mitigation or avoidance is not sufficient), issues can manifest themselves without a corresponding risk being identified. The similarities and differences between risks and issues are described in the sections below.

The high-level MMIS Modernization Risk and Issues Management approach is to identify risks and issues and act before they negatively affect the MMIS Modernization Project objectives. As part of that approach, the PMO will work with the Department to identify stakeholders, their roles, and responsibilities as they relate to risk and issue management activities.

Throughout the project, the PMO will help identify risks and issues related to the MMIS Modernization Project. Risk and Issues can be identified at any time in the project lifecycle by anyone associated with the project including, but not limited to, the Department, the PMO, Module Contractors, and the Legacy contractor.

As risks and issues are identified and added to the Risk and Issues Register, the PMO will analyze and assess the risks and issues with the appropriate stakeholders. The PMO will also facilitate development of risk mitigation and issue resolution recommendations with the Department and other stakeholders, as appropriate.

All risks and issues will be monitored and reported to the Department on an ongoing basis through the MMIS Modernization Risk and Issues meeting for additional discussion.

As the Project evolves, changes may be required to the MMIS Modernization Risk and Issues Management Plan. Any approved changes will follow the change management process outlined in the MMIS Modernization Change Management Plan.

3 Risk/Issue Identification

The PMO will collaborate with the Department and other stakeholders for each module to facilitate risk identification.

As new Module Contractors are on-boarded, the PMO will work with each contractor to baseline risks and issues for that module. Throughout the project, the PMO will work with the Department and Module Contractors to proactively identify risks and issues and formulate mitigation strategies as early as possible. Risks and issues are proactively managed during the MMIS Modernization Risk and Issues meeting.

To submit a risk or issue, the identifier will submit the risk/issue for review to the PMO by sending an email or verbally through a meeting and capturing the identified risk in the meeting minutes. The PMO will add the risk/issue to the MMIS Modernization Risk and Issues meeting agenda. During the Risk and Issues meeting, the data elements in the grid below will be validated and an owner will be identified. Oftentimes the assignment of owner will be directly related to the category assigned to the risk or issue. The owner is responsible to provide updates on status during meetings. These status updates are captured in the Notes field in the Risk and Issues Register. Once a risk or issue has been addressed, the register entry is updated to a status of Closed and the resolved date is updated. During the risk/issue identification process, the PMO captures the risk/issue identification data elements listed in the below table and logs it in TFS.

Risks	Issues
Risk Title	Issue Title
Risk Details	Issue Details
Date Identified	Date Identified
Submitter	Submitter
Probability	Impact
Impact	Module
Module	Issue Owner
Risk Owner	Notes
Notes	

Table 1: Risk and Issues Management Plan Risk and Issues Identification Data Elements

4 Risk Analysis

The PMO will evaluate each risk with appropriate stakeholders to calculate a risk score. The risk score will help prioritize the risk for further analysis and mitigation planning.

Working with stakeholders, the PMO will assign a probability of occurrence to each identified risk. Probability ratings are assigned based on the below table.

Rating	Probability	Value Assigned
Not Likely	~10%	**1.00**
Somewhat Likely	~30%	**2.00**
Likely	~50%	**3.00**
Near Certainly	~70%	**4.00**
Certainly	~90%	**5.00**

Table 2: Risk and Issues Management Plan Probability Ratings

The PMO will work with stakeholders to determine the impact of each risk in the event the risk is realized. Impact rating will be evaluated based on the criteria below.

The Risk Impact Ratings table below provides examples of risk outcomes by risk category and associated risk rating /risk value to use as a guide when analyzing risk. Each risk will only be assigned one risk category. Additional factors, such as cross module impact, should be considered during the risk impact rating process.

Rating	Value Assigned	Project Impact	Technical Impact	Cost Impact	Schedule Impact
Minimal	1.00	Remedy will cause project disruption	Performance goals met; no impact on project success	Project budget not dependent on issue; no impact on project success; development or production cost goals not exceeded or dependent on this issue	Schedule not dependent on this issue; no impact on project success; development schedule goals not exceeded or not dependent on the issue

Rating	Value Assigned	Project Impact	Technical Impact	Cost Impact	Schedule Impact
Marginal	2.00	Supports a significant mission need	Performance below goal but within acceptable limits; no changes required; acceptable alternatives exist; minor impact on project success	Project budget impacted by < 1%; minor impact on project success; development or production cost goals exceeded by 1 - 5%; project management reserves do not need to be used to implement workarounds	Non-critical path activities late; workarounds would avoid impact on key and non-key project milestones; minor impact on project success, development schedule goals exceeded by 1-5%
Somewhat serious	3.00	Supports a critical mission need	Performance below goal; moderate changes required; alternative would provide acceptable system performance; limited impact on project success	Project budget impacted by 1 - 5%; limited impact on project success; development or production cost goals exceeded by 5 - 15%; project management reserves do not need to be used to implement workarounds	Critical path activities late; workarounds would not meet project milestones; project success in doubt; development schedule goals exceeded by 5-10%

Rating	Value Assigned	Project Impact	Technical Impact	Cost Impact	Schedule Impact
Serious	4.00	Potentially fails key performan ce parameter	Performance unacceptable; significant changes required; possible alternatives may exist; project success in doubt	Project budget impacted by 5-10%; project success in doubt; development or production cost goals exceeded by 15-20%; project management reserves must be used to implement work arounds	Critical path activities late; workarounds would not meet project milestones; project success in doubt; development schedule goals exceed by 10 - 15%
Catastrophic	5.00	Jeopardiz es an exit criterion of current acquisition phase	Performance unacceptable; no viable alternatives exist; project success jeopardized	Project budget impacted by 10%; project success jeopardized; development or production cost goals exceeded by 20 - 25%	Key project milestones would be late by more than 2 months; project success jeopardized; development schedule goals exceeded by 20%

Table 3: Risks and Issues Management Plan Risk Impact Ratings

4.1 Risk Mitigation Plans

The PMO in collaboration with MMIS Modernization stakeholders will develop risk mitigation plans for all risks that fall into the red and yellow zones of the Risk Matrix Table, below. This plan will, at a minimum, include the risk number, risk owner, when the risk was identified, the risk description, and the mitigation steps. Each mitigation step will also have a status within the mitigation plan. The risk mitigation plans for red and yellow risks can also contain a risk contingency plan.

Probability					
5	5	10	15	20	25
4	4	8	12	16	20
3	3	6	9	12	15
2	2	4	6	8	10
1	1	2	3	4	5
Impact	1	2	3	4	5

Figure 1: Risks and Issues Management Plan Risk Matrix Table

4.2 Risk Mitigation Planning

Potential ways to mitigate risks include adding tasks to the project schedule, reprioritizing tasks, adding resources, etc. These potential solutions will be proposed to the CCB prior to being adopted. The PMO will capture the following information during risk mitigation planning and will log it in the MMIS Modernization Risk Register.

- Risk Response Type
- Risk Response Description
- Contingency

The PMO will use one of the following approaches to address negative risks: avoid, transfer, accept, or mitigate. The mitigation approach for positive risks include exploit, enhance, accept, or share if appropriate.

5 Issue Analysis

The PMO will evaluate each issue with appropriate MMIS Modernization stakeholders to calculate an issue score. The issue score will help prioritize the issue for further analysis and mitigation planning. The PMO will work with MMIS Modernization stakeholders to determine the impact of each issue. Impact criteria will be evaluated based on the criteria below in the Issue Impact Ratings table.

Rating	Value Assigned	Project Impact	Technical Impact	Cost Impact	Schedule Impact
Minimal	1.00	Remedy will cause project disruption	Performance goals met; no impact on project success	Project budget not dependent on issue; no impact on project success; development or production cost goals not exceeded or dependent on this issue	Schedule not dependent on this issue; no impact on project success; development schedule goals not exceeded or not dependent on the issue
Marginal	2.00	Supports a significant mission need	Performance below goal but within acceptable limits; no changes required; acceptable	Project budget impacted by < 1%; minor impact on project success; development or production cost goals exceeded	Non-critical path activities late; workarounds would avoid impact on key and non-key project milestones;

Rating	Value Assigned	Project Impact	Technical Impact	Cost Impact	Schedule Impact
			alternatives exist; minor impact on project success	by 1 - 5%; project management reserves do not need to be used to implement workarounds	minor impact on project success, development schedule goals exceeded by 1-5%
Somewhat serious	3.00	Supports a critical mission need	Performance below goal; moderate changes required; alternative would provide acceptable system performance; limited impact on project success	Project budget impacted by 1 - 5%; limited impact on project success; development or production cost goals exceeded by 5 - 15%; project management reserves do not need to be used to implement workarounds	Critical path activities late; workarounds would not meet project milestones; project success in doubt; development schedule goals exceeded by 5-10%
Serious	4.00	Potentially fails key performan ce parameter	Performance unacceptable; significant changes required; possible alternatives may exist; project success in doubt	Project budget impacted by 5-10%; project success in doubt; development or production cost goals exceeded by 15-20%; project management reserves must be used to implement work arounds	Critical path activities late; workarounds would not meet project milestones; project success in doubt; development schedule goals exceed by 10 - 15%
Catastrophic	5.00	Jeopardiz es an exit criterion of current acquisition phase	Performance unacceptable; no viable alternatives exist; project success jeopardized	Project budget impacted by 10%; project success jeopardized; development or production cost goals exceeded by 20 - 25%	Key project milestones would be late by more than 2 months; project success jeopardized; development schedule goals

Rating	Value Assigned	Project Impact	Technical Impact	Cost Impact	Schedule Impact
					exceeded by 20%

Table 4: Risk and Issues Impact Management Plan Issue Impact Ratings

5.1 Issue Mitigation Planning

The PMO will develop an issue response based on the issue category. For each issue identified for response, the PMO will work with MMIS Modernization stakeholders to identify ways to respond to the issue to reduce its impact or eliminate it altogether. Potential ways to resolve issues include adding tasks to the project schedule, reprioritizing tasks, adding resources, etc. The PMO will capture the following information during issue mitigation planning and will log it in the MMIS Modernization Risk and Issues Register:

- Issue Response Type
- Issue Response Description

The PMO will use one of the following approaches to address negative risks.

- Avoid
- Transfer
- Accept
- Mitigate

Note: The activities required to report on and maintain risks and issues are similar and are combined in the following sections.

6 Risk/Issues Tracking and Reporting

The PMO will track risks during the MMIS Modernization Project until the risk or issue is closed. The risk owner will be responsible for providing the status and any relevant updates to the PMO. The PMO will update the risk/issue in TFS with the information provided by the risk owner. All open risks and issues contained in the MMIS Modernization Risk and Issues Register will be updated bi-weekly by the PMO, with assistance from the risk owner.

The Risk and Issues Register will be produced and distributed on a bi-weekly basis. The current and past Risk and Issues Register can be found in the Department SharePoint site in the MMIS Admin section under the Risk and Issues Folder.

Risks and issues will be reviewed at the bi-weekly MMIS Modernization Risks and Issues Meeting. Risks and issues will be reported bi-weekly as part of the MMIS Modernization KPMG Dashboard and escalated during Quarterly Executive Review meetings when appropriate.

Risks and issues will be closed in a transparent fashion and will require the agreement of the Department. The risk/issue owner will recommend their respective risk or issue for closure. The PMO and the Department will review risks and issues during the MMIS Modernization Risk and Issues meeting and finalize any decision to close a risk or issue.

Note: the MMIS Modernization Risk and Issues Register will contain a historical account of all identified project risks and issues, including closed items.

The PMO will submit changes to this document through the Change Management process to maintain version control and obtain approval from the Department.

There may be times where risks and/or issues drive changes to the functional scope, project timelines, or other plans. These items will also follow the MMIS Modernization Change Management Plan.

7 Related Process and Deliverables

The following Processes/Deliverables interact with the Risk and Issues Management Plan.

Related Processes/Deliverables	Relationship
MMIS Modernization KPMG Dashboard	Risk and Issues are reported bi-weekly in the MMIS Modernization KPMG Dashboard.
Department SharePoint	The Risk and Issues Management Plan and Risk Register will be stored in the Department SharePoint site.
Change Management Plan	Identified MMIS Modernization Project changes resulting from Mitigation Recommendations will be submitted using the process outlined in the Change Management Plan.
MMIS Modernization Risk and Issues meeting (bi-weekly)	Risk and issues will be triaged and prioritized at this meeting forum.
Executive Review Team	Risk and issues that have been escalated will be reviewed by executives when appropriate.

Table 5: Risk and Issues Management Plan Processes and Deliverables

8 Roles and Responsibilities

The following table lists the roles and responsibilities of various MMIS Modernization contractors required to support activities related to the RIMP. The letters used in the RACI Chart are explained in the Chart Legend table below the graphic.

The Department has the final review, approval, and decision authority for all aspects of the MMIS Modernization project and is ultimately accountable for MMIS Modernization.

The PMO under the strategic direction of the Department is responsible to facilitate, support, or otherwise enable the Department.

Activity	Department	PMO	Module Contractor	Legacy Contractor
Risk Identification	A,C	R	R	R
Risk Analysis	A,C	R	R	R
Risk Mitigation Planning	A,C	R	R	R
Risk Tracking /Reporting	A,C	R	R	R
Approval of Risk or Issue mitigation strategies	A,R	C	C	C

Table 6: Risk and Issues Management Plan RACI Chart

RACI Chart Legend

Term		Definition
R	Responsible	Actively working on completion of activities or goals
A	Accountable	Answerable for the activity or goal not getting completed
C	Consulted	Included in key decisions or activities to garner input and feedback
I	Informed	Notified of decisions or actions made

Table 7: Risk and Issues Management Plan RACI Chart

9 Assumptions and Risks

Assumptions and risks to the project specific to the RIMP are covered in this section.

9.1 Assumptions

- There will be ongoing involvement and feedback from MMIS Modernization stakeholders.
- All MMIS Modernization stakeholders will follow the MMIS Modernization Risk and Issues Management Plan.
- The MMIS Modernization Risk and Issues Management Plan will be reviewed if/when changes are approved through the Change Control Board (CCB).
- The MMIS Modernization Risk and Issues Management Plan will be followed for the duration of the Project.

9.2 Risks/Issues

Incoming Module Contractors will assert to use their own risk management process.

- Mitigation: During onboarding, the PMO will review the Risk and Issues Management Plan with each contractor. The PMO will set an expectation with all contractors that they will use the approved processes within Risk and Issues Management Plan. Any deviations from the approved process are to be documented and escalated to the Department for awareness and action.

APPENDIX L

pennsylvania
DEPARTMENT OF HUMAN SERVICES

MMIS Modernization

Documentation Management Plan

Version 1.0

01/13/2022

Contents

1 Introduction 1
2 Approach 1
2.1 Documentation Standards and Maintenance 1
2.1.1 Project Deliverables 2
2.1.2 Agendas and Meeting Minutes 2
2.2 Document Retention and MMIS SharePoint 3
3 Related Processes and Deliverables 3
4 Roles and Responsibilities 4
5 Assumptions and Risks 5
5.1 Assumptions 5
5.2 Risks 6
6 Appendix 6
6.1 DocMP Toolkit 6

Document History

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Date	Version	Description
01/13/2022	1.0	Initial Version

A master list of acronyms used throughout this document is available in the MMIS Modernization Acronym Abbreviation List approved by the Department and saved in the MMIS SharePoint.

1 Introduction

Effective documentation management is crucial for the success of the MMIS Modernization Project. Adherence to such a plan supports both the efficient operation of the Department's program and the achievement of Centers for Medicare and Medicaid Services (CMS) certification.

The PMO will work proactively with the Department and MMIS Modernization Module Contractors to monitor, and revise as necessary, the documentation standards.

The MMIS Modernization Documentation Management Plan (DocMP) will span the lifecycle of the MMIS Modernization Project, from the project's initiation through implementation of each MMIS Modernization module and in the Maintenance and Operations (M&O) Phase of each module.

2 Approach

The PMO has created the standards and templates for project documentation, which have been approved by the Department. Wherever possible, standards, processes, and templates from industry-leading sources have been used, and modified as needed, to meet the needs of the MMIS Modernization Project.

The DocMP will be revised as necessary to include appropriate standards and templates for the MMIS Modernization Project. The standards and templates will be approved by the Department within the existing deliverable process.

2.1 Documentation Standards and Maintenance

The MMIS Modernization teams are required to follow the approved standard documentation templates, MMIS Modernization Style Guide, and the MMIS Modernization Project Process Document as applicable for the creation and submission of all documentation.

The DocMP will be reviewed with MMIS Modernization Module Contractors through the project onboarding process. The PMO will coordinate with each MMIS Modernization Module Contractor to communicate documentation requirements; locations of relevant templates, and the MMIS Modernization Style Guide as they onboard. The PMO will proactively work with each MMIS Modernization Module Contractor to answer questions about templates and the Style Guide as required documentation is drafted.

Module Contractors drafted documents are submitted to the PMO for initial review. The PMO will track document submission via the IMS Plan and the same will be noted in the Project Notebook for historical purposes. When documentation is ready for Department review, it is uploaded to SharePoint for Department to review and provide approval.

For updates to the already approved deliverables, a new draft version is created incrementing the version number and documenting the updates in the document history. The submissions process for review and approval is the same as new document submission. The Department reviews and approves all document updates.

2.1.1 Project Deliverables

The process flow below illustrates the Project Release Deliverable process from Submission of the draft deliverable to Approval by the Department.

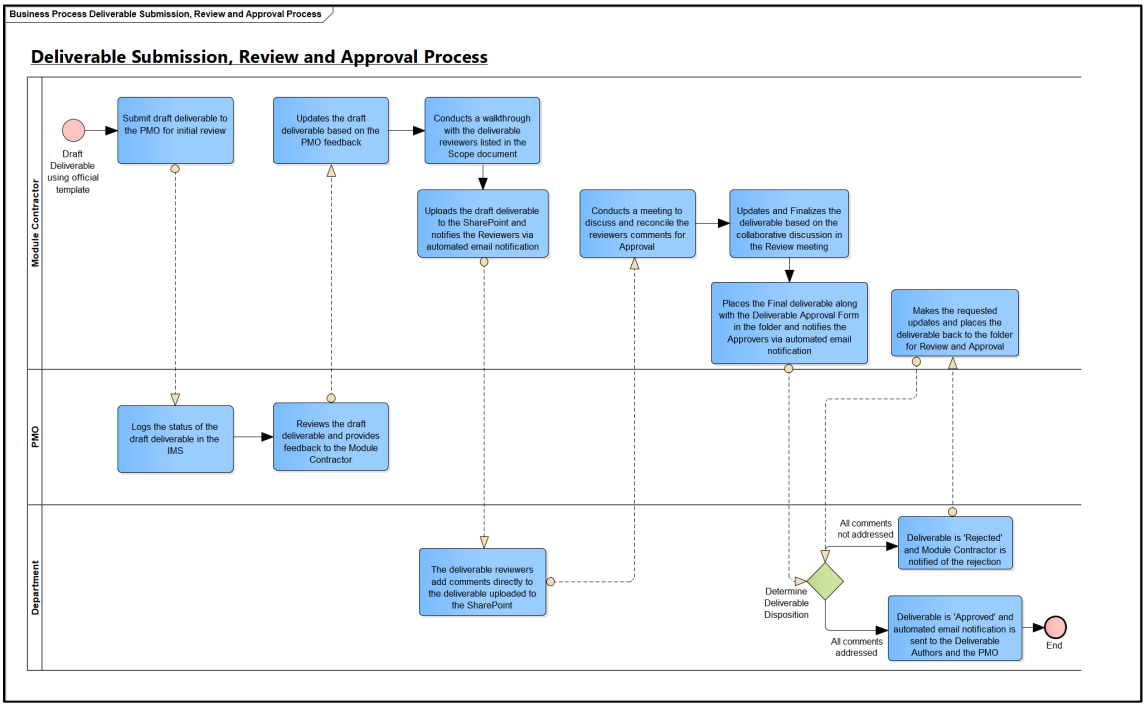


Figure 1: Release Deliverable Submission, Review and Approval Process

2.1.2 Agendas and Meeting Minutes

The meeting host will use the approved meeting agenda template to generate a meeting agenda. The agenda is delivered via email to all meeting invitees two business days prior to the scheduled meeting. The agenda and any supporting meeting materials should be distributed in a single email, except when limited by size.

The meeting host will use the approved meeting minutes template and request that comments be returned from recipients within three business days.

If no comments are received from the Department within three business days, the minutes are considered approved. If comments are provided, the meeting host will make the corrections, send the revised minutes to all meeting invitees for further comments, and request that comments be returned within three business days.

Once minutes are approved (or no comments are received after three business days), the meeting host will upload the minutes to the MMIS SharePoint.

2.2 Document Retention and MMIS SharePoint

Per the Department, MMIS Modernization documents stored in the Department's SharePoint will be retained in perpetuity. Outdated versions of documents may be moved to an archive folder but will not be deleted.

The MMIS SharePoint Repository User Guide describes various MMIS SharePoint features and processes by topic so that all the MMIS users can seek SharePoint guidance when needed.

The MMIS SharePoint users include Department staff that work on the MMIS Modernization Project and current MMIS Vendors contracted by the Department.

3 Related Processes and Deliverables

The following table lists processes or other contract deliverable documents that interact with or have a relationship to the DocMP.

Related Processes/Deliverables	Relationship
Project Process Document	Describes and records the MMIS Modernization Project Process for both Deliverables and Work Products.
Risk and Issue Management Plan	Documentation-related risks and issues will follow the process identified in this plan.
Change Management Plan	Updates to the DocMP will be requested following the process outlined in the Change Management Plan
Disaster Recovery Plan	The DocMP is covered in the PMO Disaster Recovery Plan in the event it is needed.
Continuity of Operations Plan	The DocMP is covered in the PMO Continuity of Operations Plans in the event it is needed.
Quality Management Plan	Outputs of the Quality Assurance (QA) and Quality Control (QC) reports could impact the DocMP (i.e., in instances where QA and QC identify updates to materials posted therein).
MMIS Modernization Writing Style Guide	All project documents must follow the formatting guidelines as prescribed in the MMIS Modernization Writing Style Guide.
Agenda and Meeting Minutes Instructions	Agenda and Meeting Minutes Instructions are followed to properly document all project meeting outputs.

Table 1: Documentation Management Plan Table of Related Processes or Deliverables

4 Roles and Responsibilities

The various roles and responsibilities required to support the MMIS Modernization Project DocMP are included in the table below.

The Department has the final review, approval, and decision authority for all aspects of the MMIS Modernization project and is ultimately accountable for MMIS Modernization.

The PMO under the strategic direction of the Department is responsible to facilitate, support, or otherwise enable the Department.

Activity	Department	PMO	Module Contractors	Legacy* Contractor
Create Standard Templates and Style Guide	A, C	R	I	I
Create documents (PMO Deliverables)	A, C	R	C	I
Create documents (Module Contractor Deliverables)	A, C	C	R	I
Submit documents for Review and Approval (PMO Deliverables)	A	R	I	I
Submit documents for Review and Approval (Module Contractor Deliverables)	A	C	R	I
Approve deliverables	A, R	C	I	I
Updates to the already approved deliverables as needed (PMO Deliverables)	A	R	I	I
Updates to the already approved deliverables as needed (Module Contractor Deliverables)	A	C	R	I
Post documents to SharePoint (PMO Deliverables)	A	R	I	I
Post documents to SharePoint (Module Contractor Deliverables)	A	I	R	I
Share Links to posted content in the SharePoint (PMO Deliverables)	A	R	I	I
Share Links to posted content in the SharePoint	A	I	R	I

Activity	Department	PMO	Module Contractors	Legacy* Contractor
(Module Contractor Deliverables)				
Grant Access to the posted content in SharePoint	A, R	I	I	I
Establish Revision Control Processes	A, C	R	I	I

Table 2: Documentation Management Plan RACI Chart of Roles and Responsibilities

** The Legacy contractor role becomes obsolete when the MMIS Modernization Project enters the M&O phase.*

RACI Chart Legend

The following table defines the letter's meaning used in the table above to indicate the level of responsibility for a task.

Term		Definition
R	Responsible	Actively working on completion of activities or goals
A	Accountable	Answerable for the activity or goal not getting completed
C	Consulted	Included in key decisions or activities to garner input and feedback
I	Informed	Notified of decisions or actions made

Table 3: Documentation Management Plan RACI Chart Legend

5 Assumptions and Risks

Assumptions and risks to the MMIS Modernization Project specific to the DocMP are covered in this section.

5.1 Assumptions

- All MMIS Modernization Module Contractors will comply with the DocMP standards, templates, and change control assumptions unless otherwise directed by the Department and documented in accordance with the Change Management process.
- The Department and all MMIS Modernization Module Contractors will make themselves available for documentation review on a timely basis to collaborate with the PMO and adhere to the DocMP.

5.2 Risks

- Lack of adherence to the DocMP could result in incomplete project documentation, decision-based record keeping, communication gaps to project stakeholders, and failure to receive CMS certification.
- Mitigation: The PMO will work closely with each MMIS Modernization Module Contractor during their onboarding to review all documentation processes related to the MMIS Modernization Project, the templates, and Style Guide they will use, and their role and responsibilities as related to project documentation.
- Further, the PMO will add documentation updates to the activities list for MMIS Modernization Module Contractors via the Project Management reporting process. Editing action items will be managed by deliverable owners and reported during project status meetings.
- Lack of DocMP compliance will be escalated through the PMO's project reporting to the Department.

6 Appendix

6.1 DocMP Toolkit

The following table contains the name in SharePoint for each supporting document that accompanies this Documentation Management Plan. Final template assets will be linked in the approved Document Management Plan stored on SharePoint.

Document Name
Agenda and Meeting Minutes Template
MMIS Modernization Agenda Meeting Minutes Instructions
MMIS Modernization Project Process Document

Table 4: Documentation Management Plan Toolkit

APPENDIX M

pennsylvania
DEPARTMENT OF HUMAN SERVICES

MMIS Modernization

Training Plan

Version 1.0

01/18/2022

Contents

1 Introduction 1
2 Analyzing Training Needs 1
2.1 Process to Develop the Training Needs Analysis 2
3 Planning Release Training 3
3.1 Process to Develop the Training Plan and Schedule 4
4 Developing Training Materials 6
4.1 Process to Develop Training Materials 6
5 Delivering Training 7
5.1 eLearning or Web-Based Learning 8
5.2 Webinar Sessions 8
6 Evaluating and Maintaining Training 10
7 Related Process/Deliverables 12
8 Roles and Responsibilities 12
8.1 RACI Chart Legend 13
9 Assumptions and Risks 14
9.1 Assumptions 14
9.2 Risks 14
10 Appendix 14
10.1 Training Plan Toolkit 14

Document History

The following table is a record of revisions made to this document. The table includes three columns. The first column identifies the date the document revisions were considered finalized and approved. The second column identifies the document version number, and the third column includes a brief description of the changes made to the document text.

Date	Version #	Description
01/18/2022	1.0	Initial MMIS Modernization Project Plan

A master list of acronyms used throughout this document is available in the MMIS Modernization Acronym and Abbreviation List document to be approved by the Department and saved in SharePoint.

1 Introduction

All MMIS users must be trained to utilize MMIS module functionality and related business processes for their assigned system role to support their day-to-day operational functions. Collaboration among the Department, the Project Management Office (PMO), and the Module Contractor(s) is required to successfully plan and implement role-based training for each MMIS Modernization Project release. The PMO oversees the coordination of the overall release training process to ensure the timely delivery of quality training. Listed below are the high-level training process steps outlined in the Training Plan.

- Analyzing training needs
- Planning release training
- Developing training materials
- Delivering training
- Evaluating and maintaining training

In addition to documenting the training process, the Training Plan includes the Training Plan Toolkit comprised of templates that provide a framework for the execution of the training process.

2 Analyzing Training Needs

The training process begins by conducting a Training Needs Analysis to identify release-specific training needs. The PMO leads the Training Needs Analysis effort in collaboration with the Department and the Module Contractor(s).

The following items are key inputs for the Training Needs Analysis:

- Project Scope – lists communications required for the release
- Project Notebook – encapsulates all project-level information (e.g., Integrated Master Schedule, Stakeholders, Business Requirements, etc.) that is required for managing the project
- Existing module training materials – provided by Module Contractor(s) to the Department and the PMO to review and evaluate
- Business Requirements Document (BRD) – documents the business needs for the release
- System Requirements Document (SRD) – documents the system updates to meet the business requirements
- Release Communications Plan and Schedule – documents audiences impacted by the release

The PMO schedules and facilitates Training Needs Analysis workgroup meetings to collect, review, and analyze the above items to determine the scope of the release training needs.

2.1 Process to Develop the Training Needs Analysis

1. The PMO schedules a workgroup meeting (or meetings) with the Department and the Module Contractor.
2. The PMO creates a Training Needs Analysis spreadsheet from the Training Needs Analysis template (see Appendix – Training Toolkit for the location of the template) and stores the spreadsheet in the Project's Training folder on SharePoint.
3. The Module Contractor(s) provide the PMO and Department with the existing, non-customized training materials for review.
4. The Department and PMO meet to review the module training materials and formulate questions to ask the Module Contractor(s) regarding training material development and webinars. The PMO documents the questions on the Training Needs Questionnaire tab of the Training Needs Analysis spreadsheet.
5. The PMO provides the list of key input documents to the Department and the Module Contractor(s) for their review prior to the workgroup meeting.
6. The PMO leads the workgroup meeting to discuss and document information on the following Training Needs Analysis spreadsheet tabs.
   - Training Needs Questionnaire – gather information from project leadership, functional leadership, the Module Contractor(s), and other key project stakeholders on training-specific questions
   - Training Audiences – document training audiences by analyzing impacted groups of MMIS end users and technical users by system role
   - Associated Requirements – review current state processes with future state processes using the Business Requirements Document and the System Requirements Document to determine the training needs
   - Suggested Courses – list the module courses, course objectives, any pre-requisite learning, and suggested delivery modality
     - eLearning – interactive online courses that a user can take at their own pace and may include system simulations, audio, and video
     - Webinars - virtual instructor-led training sessions presented via online meeting software (e.g., MS Teams) that include simulations and/or hands-on learning labs to practice key functionality
     - Web-based Learning – recordings of webinars or of system functionality played as a demonstration to simulate completing a transaction

    - Job Aids – quick reference guide outlining system functionality or documenting frequently asked questions
    - Other training materials as described in the Module Contractor's Statement of Work (SOW)
- Curriculum Matrix – associate the training audience with the appropriate courses
- Training Resources Assignments – determine the project resources assigned to develop, review, or approve training materials

7. The PMO transfers the outputs of the Training Needs Analysis into the Training Plan and Schedule spreadsheet to begin planning for the release training.

3 Planning Release Training

After completing the Training Needs Analysis, the Module Contractor(s) and the PMO collaborate to draft the Training Plan and Schedule ('Plan and Schedule') using the associated template (see Appendix – Training Toolkit for the location of the template). The Plan and Schedule is a comprehensive spreadsheet used to design, plan, track, and manage all release training activities throughout the project and is a critical component of the release training process.

The Training Material Development Schedule tab is used to document and track the status of training materials throughout the training development process. Columns in the table perform two purposes.

Document details for all training materials requiring updates for the MMIS Modernization release and includes the following columns:

- Course Name
- Training Material Type (e.g., eLearning, learning lab, etc.)

  Note: Webinar sessions require the development of an Instructor PowerPoint, Participant training guides, and Learning Labs for hands-on systems training.
- Audience Groups
- Updates/Additions for PA MMIS
- Communication Title (Only used to associate the eLearning assignment communications)

Track the training material development process to meet due dates outlined in the IMS and includes the following columns:

- Status
- Draft Due Date
- Review Due Date

- Reviewer(s)
- Approval Due Date
- Approver(s)

The Webinar Schedule tab is used to schedule and track training webinar activities and includes the following columns.

- Webinar Course Name
- Audience
- Logistics (Date, Time, and Session Length of the webinar)
- Session Support Persons (Module Contractor, PMO, and Department persons attending the webinar)
- Communication Dates (Delivery Date of the Training Invitation, Preparation, and Post-training emails were sent to the attendees that is documented on the Communication Plan and Schedule)

3.1 Process to Develop the Training Plan and Schedule

The Department, the Module Contractor(s), and the PMO collaborate to draft the Plan and Schedule.

1. The Module Contractor(s) uses the Training Needs Analysis to determine the necessary role-based training materials and webinars required for the release training, and then documents the information on the Plan and Schedule tabs and columns as indicated below.

Tab	Column
Training Material Development Schedule	Course Name
	Training Material Type
	Audience
	Updates/Additions for PA MMIS
Webinar Schedule	Webinar Course Name
	Audiences
	Session Length
	Session Support Persons – Module Contractor(s)

Table 1: Training Plan and Schedule tabs and columns completed by the Module Contractor(s)

2. The PMO uses the initial timeline in the approved Project Scope Document to create the preliminary schedule for the training material development process and documents any other known information on the Plan and Schedule tabs/columns as indicated below.

Tab	Column
Training Material Development Schedule	Status
	Draft Due Date
	Review Due Date
	Approval Due Date
Webinar Schedule	Session Support Persons – PMO

Table 2: Training Plan and Schedule tabs and columns completed by the PMO

3. Once all known information is entered into the draft Plan and Schedule, the PMO does the following activities.
   a. Notifies the Department and the Module Contractor(s) that the preliminary Training Plan and Schedule is ready for their review
   b. Asks the Department to assign Department persons to the Reviewer(s) and Approver(s) columns on the Training Material Development Schedule tab and the Session Support Persons – Department column on the Webinar Schedule tab
   c. Schedules and leads a workgroup meeting with the Department and the Module Contractor(s) to complete the following activities for the Plan and Schedule
      - Discuss and update, as necessary, and mutually agree upon the courses, training materials to be developed, assigned audiences, and draft, review, and approval due dates on the Training Material Development Schedule tab
      - Discuss and update, as necessary, and mutually agree upon the webinar courses, assigned audiences, and session length on the Webinar tab
      - Discuss and mutually agree upon the date and time for each webinar, considering the availability of the Module Contractor's facilitator and all other support persons' availability
4. Using the agreed upon dates for developing the training materials and webinars, the PMO plans all release training-related communications on the Communications Plan and Schedule. Communication information is then entered into the Training Plan and Schedule to assist in the coordination of eLearning training assignments and the invitation, preparation, and post training follow up communications for each webinar.
5. Once the draft Training Plan and Schedule is complete, the PMO performs a quality review of the document, and then submits the draft to the Department for review and approval in accordance with the MMIS Modernization Project Process document.
6. After final approval of the Training Plan and Schedule, the spreadsheet is utilized to track the timeliness of developing training materials and monitor all scheduled training webinar preparation activities.

Note: Throughout the duration of the project, the Training Plan and Schedule may require updates to meet ongoing release training needs or IMS schedule adjustments. All updates will be reviewed and approved by the Department.

4 Developing Training Materials

The Module Contractor(s), in collaboration with the Department and the PMO, develops the release training materials listed in the approved Training Plan and Schedule. All release training materials are role-based, customized to the Pennsylvania (PA) MMIS module solution (e.g., PA MMIS specific screenshots, updated associated business processes, etc.), and adhere to the documentation standards outlined in the Writing Style Guide and Federal Section 508 Compliance Standards. Training templates (see Appendix for reference to the location of the templates) for the development of step-by-step procedures (e.g., hands-on Learning Labs), facilitator PowerPoint presentations, and Frequently Asked Questions (FAQ) have been developed for your use and reference.

4.1 Process to Develop Training Materials

The training material development process outlined below is a repeatable process to ensure the quality and consistency of all release training materials. The process includes references to and follows the dates documented in the Training Plan and Schedule - Training Material Development Schedule.

1. The Module Contractor(s) customize existing module training materials to reflect updates documented in the Updates/Additions for PA MMIS column of the Training Plan and Schedule - Training Material Development Schedule tab.

   For the development of webinar sessions, the PMO may schedule workgroup sessions with the Department and the Module Contractor(s) to discuss business use cases for any associated process changes to provide the information necessary to build hands-on practice Learning Labs.

   If additional training material updates are required, the Module Contractor(s) will document the update the Updates/Additions for PA MMIS column of the Training Plan and Schedule - Training Material Development Schedule tab and notify the PMO and the Department of the addition.

2. The Module Contractor(s) submits the draft to the PMO by the Draft Due Date on the Training Material Development Schedule.

3. The PMO performs the following activities to prepare the draft for review by the Department.

- Reviews the draft for document quality, completion of all documented PA MMIS customizations, and adherence to the Writing Style Guide and Federal Section 508 Compliance Standards
- Turns on the track changes feature for MS Word documents only
- Uploads the draft to the Project's Training folder in SharePoint and assigns the draft to the Reviewers listed on the Training Material Development Schedule, which begins the review period.

4. The training material is reviewed following the MMIS Modernization Project Process document. Review activities include:
   - Department Reviewer(s) providing feedback on the draft by the Review Due Date. Reviewer(s) may provide feedback to the document in the following ways.
     - MS Word – Direct updates documented by track changes or add Comments
     - MS PowerPoint - Add a Comment to the slide
   - eLearning/web-based video training may require an additional review cycle to review the storyboard document prior to reviewing the final published version.
   - During the review period, the Module Contractor(s) may review the Department's feedback and reply to Comments, as necessary.
   - Reviews will be conducted on a rolling basis to coincide with the training development timeline.
5. For courses with an associated webinar session, the PMO schedules a workgroup session for the Module Contractor(s) to pilot the webinar with the Department. The Module Contractor(s) performs a walkthrough of the webinar session including the facilitator presentation, demonstrations, participant guide, and learning labs. During the walkthrough, the Department's feedback is reconciled.
6. The Module Contractor(s) updates the training material per the Department's feedback, and informs the PMO when the reviewed draft is ready for Department approval.
7. The PMO informs the Approvers listed on the Training Material Development Schedule that the draft is ready for approval by the Approval Due Date.

   Once approved, the training material is ready for delivery.

5 Delivering Training

The Module Contractor(s) delivers the module training via published eLearning, web-based learning, or webinar sessions as determined in the Training Needs Analysis. The PMO provides delivery support activities as outlined in the associated work order (e.g., training communications or scheduling webinars).

5.1 eLearning or Web-Based Learning

eLearning or web-based learning will be made available for Audiences to learn module navigation and role-based functionality. The Module Contractor(s) publishes approved eLearning/web-based learning to a location accessible by the assigned audience. The Module Contractor(s) may provide access to a Learning Management System (LMS), web-based location to publish, or the Department will provide an alternate location for the storage of and access to the published eLearning/web-based learning.

Audiences assigned to eLearning/web-based courses are notified via email or other communication channel (e.g., Provider portal, webpage, etc.). The process for development, review/approval, and delivery of all training communications is managed through the Communications Plan and Schedule and associated to the eLearning/web-based course on the Training Material Development Schedule. The PMO ensures the delivery of training assignment communications and follow up communications, as necessary, to the designated assigned audiences.

5.2 Webinar Sessions

Webinars are live, instructor-led training sessions that are led by a Module Contractor(s) and delivered via web-based meeting software (e.g., MS Teams). Webinars may include demonstrations of module functionality, hands on learning labs customized to Department scenarios, and participant guides with step-by-step instructions on module functionality. Webinar sessions may be selected as the primary training method for technical training of Department staff or end user roles as determined by the Training Needs Analysis.

The below process outlines the steps/tasks and assigned responsibilities for webinar session planning, delivery, and follow up. The Department, the Module Contractor(s) and the PMO collaborate to plan, deliver, and provide follow up to the webinar session audiences.

<u>Steps completed prior to the webinar</u>

1. The PMO drafts and the Department disperses the following communications to members of the assigned audience prior to the delivery of the webinar session.
    - A calendar invitation is dispersed approximately 30 days prior to the scheduled webinar session. The invitation includes a description of the webinar, date and time, MS Teams link, webinar session agenda, and an email contact to forward any webinar-related questions.
    - A preparation email is sent approximately 7 to 10 days prior to the webinar delivery date. The preparation email includes a reminder of the webinar's date and time; if necessary, instructions on how to access the Module Contractor's

training system for hands on practice, electronic files of the associated training materials, and any other information pertinent to the webinar.

Note: The development and delivery of webinar-related communications is managed on the release Communications Plan and Schedule. The Communication Plan and Schedule and the Training Plan and Schedule work in tandem for monitoring the timely delivery of each webinar communication.

Steps completed the day of the webinar

2. The PMO opens the webinar session approximately 30 minutes prior to the scheduled webinar time, and records attendance for the session.
3. The Module Contractor(s) training facilitator prepares for the webinar by doing the following actions.
   - Opening the Participant guide for reference purposes
   - Accessing the training environment in preparation for demonstrations of module navigation and functionality, and aid during Learning Lab practice
   - Opening the Instructor PPT presentation and sharing the screen on MS Teams

     Note: The first slide of the PPT reminds attendees to enter their full name into MS Teams and to access the module's training environment.
4. Supporting persons from the Department, the PMO, and the Module Contractor(s) join the webinar session approximately ten to five minutes prior to the session start time.
5. The Department starts the webinar by informing attendees that the webinar will be recorded for future use and introduces the Module Contractor(s) instructor.
6. The Module Contractor(s) facilitates the webinar and hands-on Learning Labs.
7. During the webinar session, the Department, the Module Contractor(s), and the PMO provide support by monitoring the Teams Chat for attendee questions or comments, capturing notes for any discussions requiring a follow up response, and answering their respective business process or technical questions.
8. The Department ends the webinar by providing next steps for the attendees.

Steps completed after the webinar

9. Following the webinar session, the PMO completes the following administrative support tasks:
   - Provides the Department with the list of attendees
   - Saves the webinar recording to a designated SharePoint location
   - Collects answers to any questions requiring follow up

- If the information is received prior to sending the post training email communication, it is included in the email.
- If further research is required, the PMO distributes a second follow up email communication to provide answers for any remaining follow questions.

6 Evaluating and Maintaining Training

All eLearning/web-based learning courses and webinar sessions are evaluated for the quality and effectiveness of training materials and the facilitator (webinar sessions only). All training participants will be asked to complete the training evaluation for webinars to measure their engagement during the training session, reaction to the materials and facilitators(s), and overall reaction to the session.

The Training Evaluation Form consists of both Likert scale rating and open-ended questions. In the Likert scale rating section, attendees assign a rating from Strongly Agree to Strongly Disagree or Not Applicable to each statement regarding the session. The open-ended questions allow attendees to provide detailed, specific answers in evaluating the overall session. The PMO uses the following form to generate an electronic training evaluation using a survey tool or other mechanism.

Please place an "X" in the appropriate box next to each statement below.						
Evaluation Topics	**Strongly Agree**	**Agree**	**Neutral**	**Disagree**	**Strongly Disagree**	**Not Applicable**
The overall session objectives as described by the course description and facilitator(s) were met.	☐	☐	☐	☐	☐	☐
Session content was appropriate for achieving the session objectives.	☐	☐	☐	☐	☐	☐
Adequate time was provided for the content.	☐	☐	☐	☐	☐	☐
The facilitator's knowledge and presentation skills were effective.	☐	☐	☐	☐	☐	☐
The content, exercises, and examples used during the session were relevant, useful, and accurate (e.g., participant materials, Learning Labs, audio/visual, etc.)	☐	☒	☒	☐	☒	☐
The session answered any open questions I had about using the [module name] module.	☐	☐	☐	☐	☐	☐
I feel prepared to use the [module name] module to complete my job responsibilities.	☐	☐	☐	☐	☐	☐
Overall, I was satisfied with this session.	☐	☐	☐	☐	☐	☐
Please type your answers to each question below, providing as many details as you can.						
What about this session was MOST useful?						
What about this session was LEAST useful?						
Which MMIS Modernization processes would you like to discuss further or require additional information?						
Please add any other comments about the session or feedback for the facilitator.						

Figure 1: Training Evaluation Form

The PMO collects and analyzes responses to determine if the training is meeting the needs of the attendees, to improve the quality of the course, or to make improvements to future sessions. The PMO provides the Department and the Module Contractor(s) with a summary report of the training evaluation results for evaluation of potential training material or course updates.

Following the release implementation, it is the responsibility of the Module Contractor(s) to perform updates to the module training materials to account for system updates, updates required for defect mitigations, or associated future releases.

7 Related Process/Deliverables

The following table lists processes or other contract deliverables that interact with the Training Plan.

Related Processes/ Deliverables	Relationship
Project Process Document	Describes and records the MMIS Modernization Project Process for reviewing and approving deliverables, including training materials.
Project Scope Document	Includes the initial projected timeline for the high-level training process tasks used to build the Training Plan and Schedule.
Project Notebook	Includes project-level information (e.g., Integrated Master Schedule, Stakeholders, Business Requirements, etc.) used to build the release Training Plan and Schedule.
Documentation Management Plan	The Training Plan follows the styles and standards identified in the Documentation Management Plan.
Risk and Issue Management Plan	Training-related risks and issues will follow the process identified in this plan.
Continuity of Operations Plan	The Training Plan is covered in the PMO Continuity of Operations Plan in case an event occurs that impacts training execution.
Communications Plan	Training-related release communications are tracked from draft to approval in the Communications Plan.
Defect Management Plan	Defects identified in the Defect Management Plan will be taken into consideration when creating or updating training materials related to the release.
Disaster Recovery Plan	Training is covered in the Disaster Recovery Plan when/if training is impacted.
Quality Management Plan	Outputs of the Quality Assurance and Quality Control reports could impact the Training Plan.

Table 3: Related Processes and Deliverables

8 Roles and Responsibilities

The following RACI chart associates the various MMIS Modernization roles with the support activities related to the Training Plan. The letter corresponding with the role and associated support activity indicates the level of involvement, such as ‘R’ for responsible. (Refer to the below RACI Chart Legend for further details on how to read the RACI chart.)

The Department has the final review, approval, and decision authority for all aspects of the MMIS Modernization project and is ultimately accountable for the MMIS Modernization project.

The PMO under the strategic direction of the Department is responsible to facilitate, support, or otherwise enable the Department.

Activity	Department	PMO	Module Contractor	Legacy* Contractor
Facilitates the Training Needs Analysis	A, C	R	C	I
Develops the Training Plan and Schedule	A, C	C	R	I
Reviews and approves the Training Plan and Schedule	A, R	C	I	I
Manages the training material development process	A	R	C	I
Develops draft training materials	A, C	C	R	I
Reviews and approves draft training materials	A, R	C	C	I
Coordinates the delivery of webinar sessions	A, C	R	C	I
Facilitates webinar sessions	A, C	C	R	I
Coordinates the delivery of eLearning or other training	A, C	R	C	I
Evaluates training quality and effectiveness	A	R	C	I

Table 4: Training Plan RACI Chart

**The Legacy contractor role will be eliminated when the MMIS Modernization Project enters the M&O Phase.*

***In the event the Legacy Contractor is involved in the project, it might be required for their designations to be an "R" or "C" in the RACI chart.*

8.1 RACI Chart Legend

The following table defines the letter's meaning used in the table above to indicate the level of responsibility for a task.

Term		Definition
R	Responsible	Actively working on completion of activities or goals
A	Accountable	Answerable for the activity or goal not getting completed
C	Consulted	Included in key decisions or activities to garner input and feedback
I	Informed	Notified of decisions or actions made

Table 5: RACI Chart Legend

9 Assumptions and Risks

Assumptions and risks to the project and specifically to the Training Plan are covered in this section.

9.1 Assumptions

The following assumptions were considered in drafting this Training Plan.

- All training materials provided by the Module Contractor(s) will comply with the Writing Style Guide and comply with Federal Section 508 Compliance standards.
- All training audiences will comply with the training schedule to receive training prior to the release implementation of a new or updated module or functionality.
- The Module Contractor(s)s will provide and maintain a training environment for participants to perform hands-on learning through learning labs.

9.2 Risks

The following risks were considered when drafting this Training Plan.

- Stakeholders must be available and willing to participate in training prior to the implementation of the release module functionality. To help mitigate this risk, the PMO will include communication activities related to training, as well as publish available training assets, courses, and the training webinar schedule on the selected communication channels.
- Updates to MMIS Modernization modules released into the production environment after training has occurred may mean some end-users are unaware of module changes or the impacts of those changes. Mitigation: To mitigate this risk, the PMO will collaborate with the Module Contractor(s)s and the Department to assess the impacts of potential module releases and decide if additional training and/or communications is necessary for end-users who may have already been trained.

10 Appendix

10.1 Training Plan Toolkit

The table below contains a list of supporting document templates comprising the Training Plan Toolkit.

Document Name
Training Plan and Schedule Template
Training FAQ Template
Training Needs Analysis Template
Training Document Template

Document Name
MMIS Modernization Project PowerPoint Template

Table 6: Training Plan Toolkit Documents

APPENDIX N

pennsylvania
DEPARTMENT OF HUMAN SERVICES

MMIS Modernization

Communications Plan

Version 1.0

01/18/2022

Contents

1 Introduction 1
2 Audience Analysis 1
3 Communications Planning 2
4 Communications Development and Delivery 3
5 Related Processes/Deliverables 3
6 Roles and Responsibilities 4
6.1 RACI Chart Legend 5
7 Assumptions and Risks 5
7.1 Assumptions 5
7.2 Risks 6
8 Appendix 6
8.1 Communications Plan Toolkit 6

Document History

The following table is a record of revisions made to this document. The table includes three columns. The first column identifies the date when the document revisions were made, the second column identifies the document version number, and the third column identifies if the document is a draft or a final approved version.

Date	Version	Description
01/18/2022	1.0	Initial Version

A master list of acronyms used throughout this document is available in the MMIS Modernization Acronym Abbreviation List approved by the Department and saved in the MMIS SharePoint.

1 Introduction

The MMIS Modernization Communications Plan is a strategic process aimed to support behavioral change and build organizational awareness, understanding, and commitment to the adoption of the MMIS Modernization releases. Strategic release communications help to minimize organizational and individual resistance to change while enabling buy-in to the new and/or updated MMIS modules and any associated business and operational process changes. The Communication Process will be followed with each release as the communication needs and impacted audience groups may vary depending upon the release implementation.

The documents produced by the Communication Plan include:

- Communications Plan and Schedule
- All Release communications

The Communications Process is a collaborative effort among the Department of Human Services (DHS or 'the Department'), Project Management Office (PMO), and Module Contractor(s) with the PMO managing the overall Communication Process to ensure consistency, accuracy, and timeliness of release communications. It is a repeatable approach to: (1) describe the communication activities to be performed for each release (2) analyze audience groups affected by the release and effective communication channels; (3) identify roles and responsibilities to successfully execute communications and governance throughout the duration of the project; and (4) create a standard approach for executing communications with one voice based on business goals. Moreover, it provides an approach to track the status of development and deployment of communications against the planned timelines, the intended audience for each communication activity, and the party responsible for development, review, approval, and delivery of each communication.

2 Audience Analysis

The Audience Analysis identifies internal and external groups that will be impacted by the release implementation. Participation from the Department is critical to complete a thorough, accurate, and detailed analysis of all audience groups, who may be impacted by and need to be informed of a MMIS Modernization release. The PMO facilitates discussions with the Department to complete the Audience Analysis tab of the Communication Plan and Schedule to document information for each impacted audience group (see Appendix – Communications Plan Toolkit for the location of the Communications Plan and Schedule template). For each identified audience, the following will be documented:

- Number of individuals in the group
- Associated reporting structure
- Description of the group

- Preferred communication channel
- Existing distribution list(s)
- Required level of communication
- Any guidance from the Department on standards to be utilized when performing outreach

Throughout the project, additional audience groups may be identified and documented, as necessary.

3 Communications Planning

The Plan and Schedule tab of the Communications Plan and Schedule is used to document, schedule, and track the status of the development and deployment of release communications against the planned timelines, the intended audience for each communication activity, and the party responsible for development, review, approval, and delivery of each release communication. Communications may be in the form of informational and training emails including supporting attachments, and webinar session invitations and supporting materials.

The PMO encapsulates information from the following sources to begin building out the Plan and Schedule.

- Audience Analysis – identifies audiences and associated communication channel
- Project Scope – lists communications required for the release
- Project Notebook – encapsulates all project-level information (e.g. Integrated Master Schedule, Stakeholders, Business Requirements, etc.) that is required for managing the project
- Training Plan and Schedule – relates the training communications to the associated training assignments or webinars

  Note: The Training Plan and Schedule may not be complete/approved prior to the Communications Plan and Schedule, thus the training communications may be added after initial approval.

After entering known information from the above resources, the PMO schedules workgroup meetings with the Department and Module Contractor(s) to complete the remaining details for each communication (e.g., key messages, reviewers, approvers, etc.). During the workgroup meetings, previously unidentified audiences or additional communications may be uncovered and documented at that time. Once the Plan and Schedule is complete and agreed upon by the workgroup, the PMO submits the Release Communication Plan and Schedule for Department review and approval following the MMIS Modernization Project Process. After approval, the Communications Plan and Schedule is used to track the development of communications from draft to delivery for each release communication. The Plan and Schedule may require the

Department to approve updates to meet ongoing release communication needs, such as adding/removing communications, or adjusting due dates in accordance with the IMS schedule.

4 Communications Development and Delivery

All release communications are drafted, reviewed, approved, and delivered following the approved Communications Plan and Schedule. Development of release communications begins with the assigned owner, who is responsible for drafting the communication. When drafting the communication, the owner must consider the audience, channel, and key messages as well as further information ascertained from the Department and/or Module Contractor(s). The owner uses the MMIS Modernization Email and Calendar Invitation Templates document to draft an email or calendar invitation, or the MMIS Modernization Project PowerPoint template to draft a meeting presentation (see Appendix for the location of the templates). For communication owners other than the PMO, the draft communication is submitted to the PMO for quality review prior to submitting the communication to the Department. By the draft due date, the PMO submits the completed draft for review and approval as prescribed within the MMIS Modernization Project Process document.

Approved communications are deployed by the targeted distribution date to the identified audience(s) via the selected channel. The Department maintains distribution lists for the communication audience groups and distributes email and meeting invitation communications through designated support mailboxes.

External informational meetings (e.g., Provider onboarding, Trading Partner Testing Kickoff, etc.) include a calendar invitation, reminder email, webinar session with PowerPoint presentation, and a follow-up email communication. The PMO supports the facilitation of external informational meetings by performing activities such as monitoring the meeting chat for participant questions/feedback and recording outstanding questions or concerns for further research.

Training communications consist of email notifications for the assignment to online training or webinar sessions, which include a calendar invitation, preparation email, and post training email. The delivery date of the training communication is also recorded in the Training Plan and Schedule for tracking purposes.

Working closely with the Department, Module Contractor(s), and other release stakeholders, the PMO reports communications-related progress, barriers, and risks in the release status reports and meetings.

5 Related Processes/Deliverables

The following table lists processes or other contract deliverables that interact with the Communications Plan.

Related Processes/ Deliverables	Relationship
MMIS Modernization Project Process Document	Describes and records the MMIS Modernization Project Process for reviewing and approving deliverables.
Project Notebook	Includes project-level information (e.g. Integrated Master Schedule, Stakeholders, Business Requirements, etc.) used to build and manage the release Communications Plan and Schedule
Risk and Issue Management Plan	Communication-related risks and issues will follow the process identified in this plan.
Continuity of Operations Plan	The Communications Plan is covered in the PMO Continuity of Operations Plans in case an event occurs that impacts the Communications Plan or communications execution.
Training Plan	Training-related release communications are tracked from draft to approval in the Communications Plan.
Change Management Plan	Changes in scope to the Communications Plan are reviewed under the Change Management Plan.
Defect Management Plan	Defects identified in the Defect Management Plan will be taken into consideration when creating Communications related to the release.
Documentation Management Plan	The Communications Plan follows the styles and standards identified in the Documentation Management Plan.
Disaster Recovery Plan	Communications is covered in the Disaster Recovery Plan if the Communications Plan is impacted.
Quality Management Plan	Outputs of the Quality Assurance (QA) and Quality Control (QC) reports could impact the Communications Plan.

Table 1: Communications Plan Related Processes and Deliverables

6 Roles and Responsibilities

The following RACI chart associates the various MMIS Modernization roles with the support activities related to the Communications Plan. The letter corresponding with the role and associated support activity indicates the level of involvement, such as ‘R’ for responsible. (Refer to the below RACI Chart Legend for further details on how to read the RACI chart.)

The Department has the final review, approval, and decision authority for all aspects of the MMIS Modernization project and is ultimately accountable for the MMIS Modernization project.

The PMO under the strategic direction of the Department is responsible to facilitate, support, or otherwise enable the Department.

Activity	Department	PMO	Module Contractor	*Legacy Contractor
Draft Communications Plan and Schedule	A, C	R	C	I
Review and approve Communications Plan and Schedule	A, R	I	I	I
Manage and update the Communications Plan and Schedule, as necessary	A, C	R	I	I
Draft informational and training communications	A, C	R	C	I
Draft technical interface communications	A, C	C	R	I
Submit draft communications for Department review	A	R	I	I
Review draft communications	A, R	C	C	I
Final approval of communications	A, R	I	I	I
Delivery of communications	A, R	C	C	I

Table 2: Communications Plan Roles and Responsibilities

**The Legacy contractor role becomes obsolete when the MMIS Modernization Project enters the M&O Phase.*

6.1 RACI Chart Legend

Term		Definition
R	Responsible	Actively working on completion of activities or goals
A	Accountable	Answerable for the activity or goal not getting completed
C	Consulted	Included in key decisions or activities to garner input and feedback
I	Informed	Notified of decisions or actions made

Table 3: RACI Chart Legend

7 Assumptions and Risks

Assumptions and risks to the release and specifically to the Communications Plan are covered within this section.

7.1 Assumptions

The following assumption was considered in drafting the Communications Plan.

- The Department and Module Contractors will make themselves available for audience analysis and communication design activities, on a timely basis, to

promote collaboration with the PMO in developing the Communications Plan and Schedule.

7.2 Risks

The following risk was considered in drafting this Communications Plan.

- Lack of adherence to the Communications Plan may result in communication gaps to impacted audience groups. For example, failing to use the Communications Plan to keep providers informed of changes could affect providers' ability to submit claims. To help mitigate this risk, the PMO will work closely with the Module Contractor during their onboarding to review the communications processes related to the MMIS Modernization project, the templates they will use, and their role and responsibilities as related to communications.

8 Appendix

8.1 Communications Plan Toolkit

The table below contains a list of supporting document templates comprising the Communications Plan Toolkit.

Document Name
Communication Plan and Schedule Template
Communications Email and Calendar Invitation Templates
MMIS Modernization Project PowerPoint Template

Table 4: Communications Plan Toolkit Templates

APPENDIX O

MMIS Modernization

Defect Management Plan

Version 1.0

02/16/2022

Contents

1 Introduction 2
2 Approach 2
2.1 Non-production defects 3
2.1.1 TFS Non-production Defects Process 4
2.1.2 Defect Reporting and Tracking – Non-production defects 4
2.1.3 Defect Management by Testing Level 4
2.1.4 Defect Triage Meeting – Non production defects 6
2.2 Production Defects 7
2.2.1 Incidents Process 7
2.2.2 Incident Triage Meeting – Production Defects 9
2.2.3 TFS Production Defects Process 10
2.2.4 Defect Reporting and Tracking – Production defects 10
2.2.5 Defect Triage Meeting – Production Defects 10
3 Related Processes/Deliverables 12
4 Roles and Responsibilities 13
5 Assumptions and Risks 15
5.1 Assumptions 15
5.2 Risks 15
6 Appendices 16
6.1 Appendix A: Defect Severity and Resolution Timelines 16
6.2 Appendix B 18
6.2.1 DMP Toolkit 18

Document History

The following table is a record of revisions made to this document. The table includes three columns. The first column identifies the date the document revisions were considered draft or approved. The second column identifies the document version number, and the third column identifies if the document is a draft or a final approved version.

Date	Version #	Description
02/16/2022	1.0	Initial MMIS Modernization Project Plan

A master list of acronyms used throughout this document is available in the MMIS Modernization Acronym and Abbreviation List document to be approved by the Department and saved in SharePoint.

1 Introduction

The Defect Management Plan (DMP) provides the approach, activities, and roles for handling defects identified as part of the MMIS Modernization Project. The DMP also includes activities associated with the defect management strategy, reporting, preparing for and conducting the triage meeting, and actions related to updating research results and decision review. The plan's primary goal is to clearly identify the necessary MMIS Modernization Project defect management activities, durations, and stakeholder expectations and responsibilities.

The defect management process provided in this document will be used during the Design, Development and Implement (DDI) Phase and in the Maintenance and Operations (M&O) Phase of each MMIS Modernization Module. Microsoft Team Foundation Server (TFS) will be used for defect management.

2 Approach

The DMP provides a systematic way to reliably track and prioritize defects identified during the DDI and M&O phases of the project. This will enable the MMIS Modernization Project team to process the backlog of defects and to identify a remediation plan to resolve them.

The DMP provides guidance for the tracking, monitoring, and reporting of defects identified during testing prior to go-live and the production defects post-go-live by the Project Management Office (PMO), Department, or Module Contractors.

The following graphic demonstrates the high-level defect management lifecycle, which comprises five steps: (1) Identify, (2) Confirm, (3) Verify, (4) Resolve, and (5) Validate.

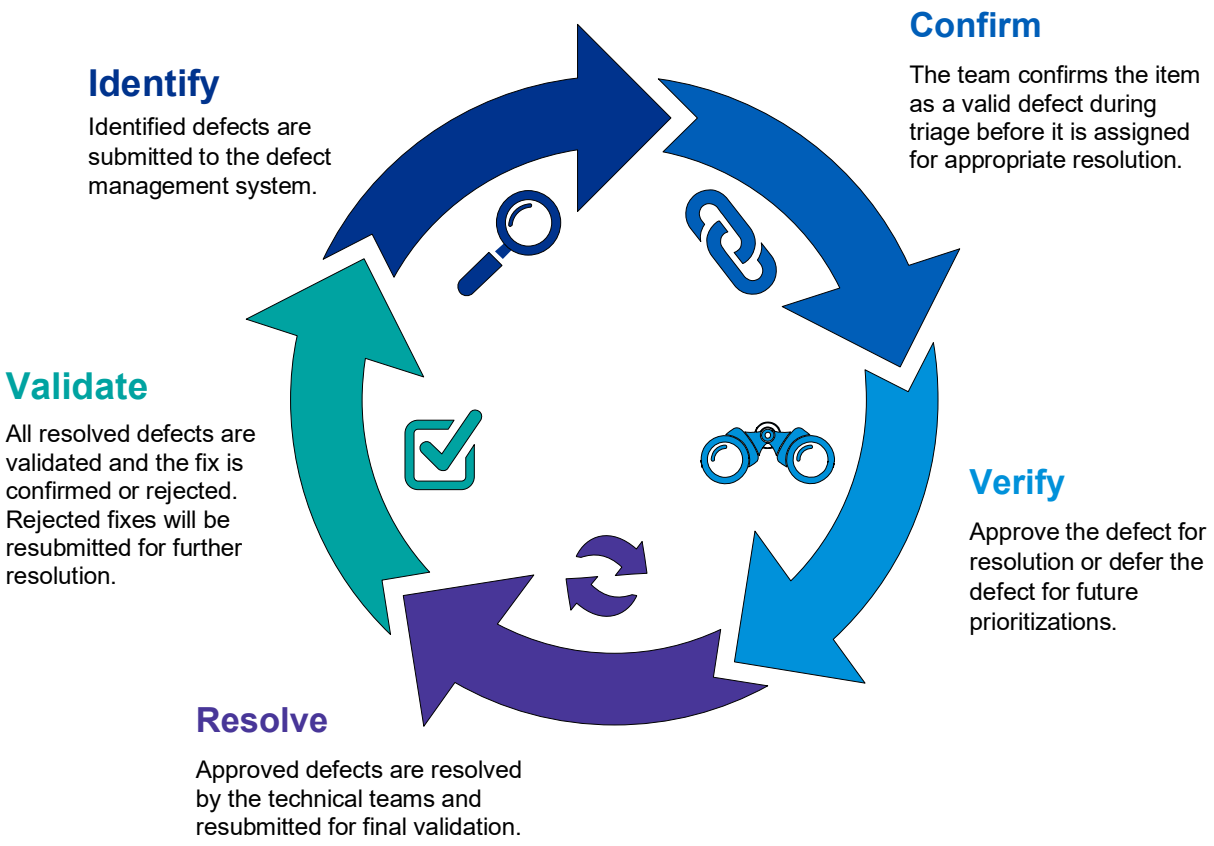


Figure 1. High-Level Defect Management Process

As described in Figure 1 above, once defects are identified, a team consisting of the Department, PMO and Module Contractors will review and approve the defect for resolution or defer the defect for future prioritization. Approved defects will be resolved by an assigned development team. The defect will be submitted for validation post resolution. If the validation is rejected, the defect is resubmitted for further review and remediation.

Primarily, defects are categorized into two types i.e., non-production defects and production defects. More details about non-production and production defects and the related processes are included in below two sections.

2.1 Non-production defects

Any defects identified during testing of the MMIS Modernization project release which includes System Integration Testing (SIT) and User Acceptance testing (UAT) prior to go-live come under non-production defects.

2.1.1 TFS Non-production Defects Process

When a defect is identified during test case execution, the defect will be submitted in TFS. TFS process flows for SIT defects and UAT defects, and additional guidance on step-by-step instructions for submitting a defect in TFS and mandatory fields to be filled are included in the MMIS Modernization TFS User Guide.

2.1.2 Defect Reporting and Tracking – Non-production defects

The PMO will provide defect management reports, which will include defect identification, tracking, and monitoring. These reports will reflect the Department's defect resolution protocol, which includes escalation to the Department's leadership in achieving a necessary resolution. The defect management reports will help manage quality through metrics, which monitor the health and progress of the project. The PMO will generate and distribute the defect management reports from TFS before each triage call during SIT and UAT. The Module Contractor will generate the final SIT Defect Management Report after completion of SIT and PMO will generate the final UAT Defect Management Report after completion of UAT. Refer Appendix B : DMP Toolkit for Defect Management Report Example.

2.1.3 Defect Management by Testing Level

Due to the modular implementation approach and different stakeholders involved at different levels of testing throughout the MMIS Modernization Project, the roles and responsibilities of each stakeholder may be different at each testing level. The defect management roles and responsibilities for the PMO, and Module Contractors are detailed below.

Test Level	Test Objective	Defect Management Responsibility	
		Module Contractor	PMO
Unit Testing	Verify the function of a program unit in isolation.	Primarily responsible for defect identification, tracking, and resolution for owned modules. Note: TFS will not be used to track defects in Unit testing level.	Unit Testing is sole responsibility of the Module Contractor, PMO will not have any role during this level.

Test Level	Test Objective	Defect Management Responsibility	
		Module Contractor	PMO
System Integration Testing	Verify all system functionality, interfaces, connections, and communications before acceptance tests are performed. Application Integration Testing, System Testing, End-to-End Integration Testing, and any additional testing types in scope for SIT are included part of this testing level.	Log defects as testing failures are encountered. Responsible for fixing the defects. Update TFS with latest status and projected resolution.	Monitor adherence to the defect management process. The PMO is responsible for leading the defect triage meeting and making sure that owners are properly identified for defect resolution. Generate defect management reports.
User Acceptance Testing (UAT)	Final tests prior to the implementation of module or functionality to validate that the system meets the Department's business requirements.	Participate in the defect triage meeting. Responsible for fixing the defects. Update TFS with latest status and projected resolution.	Log defects as testing failures are encountered. The PMO is responsible for leading the defect triage meeting and making sure that owners are properly identified for defect resolution. Generate defect management reports. **Note:** Defects reported by the Department through their own testing or from UAT results review are also tracked as UAT defects.
Performance, Volume, and Stress Testing	Test system performance with normal load, increased load, and very high load (more than expected), respectively.	Log defects as testing failures are encountered. Responsible for fixing the defects. Update TFS with latest status and projected resolution.	Monitor adherence to the defect management process. The PMO is responsible for leading the defect triage meeting and making sure that owners are properly identified for defect resolution. Generate defect management reports.

Test Level	Test Objective	Defect Management Responsibility	
		Module Contractor	PMO
Installation (Operational Readiness) Testing	Test the operational readiness of MMIS Modernization modules and functionalities planned for a release. Tests are conducted in a Pre-production environment.	Log defects as testing failures are encountered. Responsible for fixing the defects. Update TFS with latest status and projected resolution.	Monitor adherence to the defect management process. The PMO is responsible for leading the defect triage meetings and making sure that owners are properly identified for defect resolution. Generate defect management reports.

Table 1. Defect Management by Testing Level

2.1.4 Defect Triage Meeting – Non production defects

Defect triage meetings will occur on a daily basis during SIT and UAT Test Cycles. Triage meetings are facilitated by the PMO and the attendees include resources from the Department, PMO and Module Contractors.

The typical defect triage meeting agenda includes:

- Review of the defects from the previous meeting that require additional dispensation (e.g., clarification, research, decision review resolution, etc.)
- Review of the defects created since the previous meeting

The triage meetings will primarily focus on new defects to confirm the appropriate defect classification type, severity, priority, and steps to reproduce, allowing the Module Contractors, and Legacy Contractor (when applicable) to resolve defects in an efficient timeframe. Defects that have remained open for longer than the performance standards or estimated time of arrival (ETA) will be revisited for updates or escalations, if necessary. Refer to **Appendix A: Defect Severity and Resolution Timelines** in this document for information on resolution timelines based on severity. Once triaged, the defect will follow the remaining steps of the defect management process through resolution. Additional components of the triage meeting include:

- Triage Decision Review: A triage decision review occurs when the Module Contractor does not agree with the decision, classification, severity, or priority of a defect from the submitter and requests a review of the decision made in the triage meeting. Any other supporting information to confirm a decision for moving forward will be reviewed in triage meeting. This may include deferring a defect to a later release or calling for clarification of current requirements to implement the

proper solution. If the Module Contractor disagrees with the decision in the triage meeting, the topic can be escalated to the Project Manager. The Project Manager will then determine if the issue needs to be further escalated and which Department stakeholders need to be involved to make a final decision.

- Triage – Perform Post-meeting Work: Post-meeting work occurs after the triage meeting concludes. During this subprocess, the PMO distributes the meeting minutes and action items to the group. The meeting minutes must contain a summary of the defects that were triaged and a list of action items and decisions for members of the triage group.

2.2 Production Defects

Any defects reported from a production system after go live would be considered as production defects. Production defects come from incidents submitted by the end users and continuous monitoring activities done by the Module Contractors, PMO, or Department. Incident process flow is provided in the section “Incidents” below.

2.2.1 Incidents Process

When a production incident is identified, either to the Department Operations team, Department or Module Contractor begins to research and gather supporting information to identify, confirm, or recreate the reported incident. Once it is confirmed an incident is likely, the incident is escalated via email to the PMO, the MMIS Modernization Project Leadership, and any associated Module Contractors and operation staff so all applicable teams are alerted. The initial escalation email must contain, at a minimum:

- Issue description
- When the issue was identified
- How the issue was identified
- Steps to recreate the issue, if available
- Likely scope of the impact and associated module(s) impacted

The PMO enters an incident into TFS with the information from the escalation email for tracking and assign it to the impacted Module Contractor based on the information in the email for initial analysis. Incidents have 3 possible outcomes:

1. The incident is not a defect and the incident is closed, all associated research and evidence is attached to the incident in TFS. If it is determined the system is working as designed, but a potential enhancement is needed, a change request is entered into TFS for future Change Control Board (CCB) consideration. The Change Management Plan will be applied for the change request.

2. The incident is determined to be a defect originating outside of the MMIS Modernization Project. The resolution is coordinated with associated system and the incident remains open for tracking. Once the defect is resolved, the incident will be closed.

3. The incident is determined to be a defect within the MMIS Modernization Project. The incident is escalated to a formal defect in TFS.

Figure 2 and Figure 3 below provides process flow for production incidents. Detailed TFS process flow for Incidents will be developed and added to the MMIS Modernization TFS User Guide.

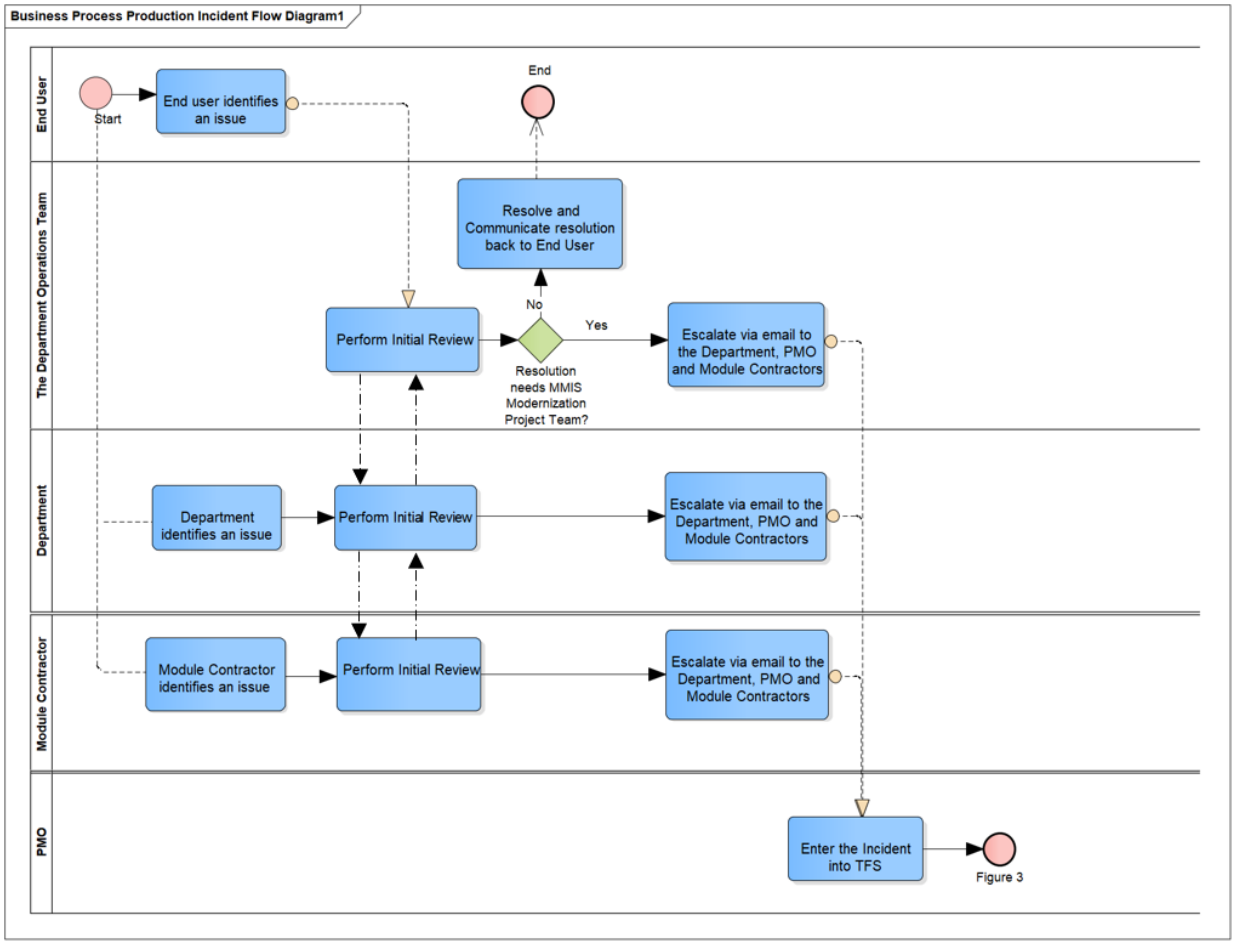


Figure 2. Incidents Submission Process

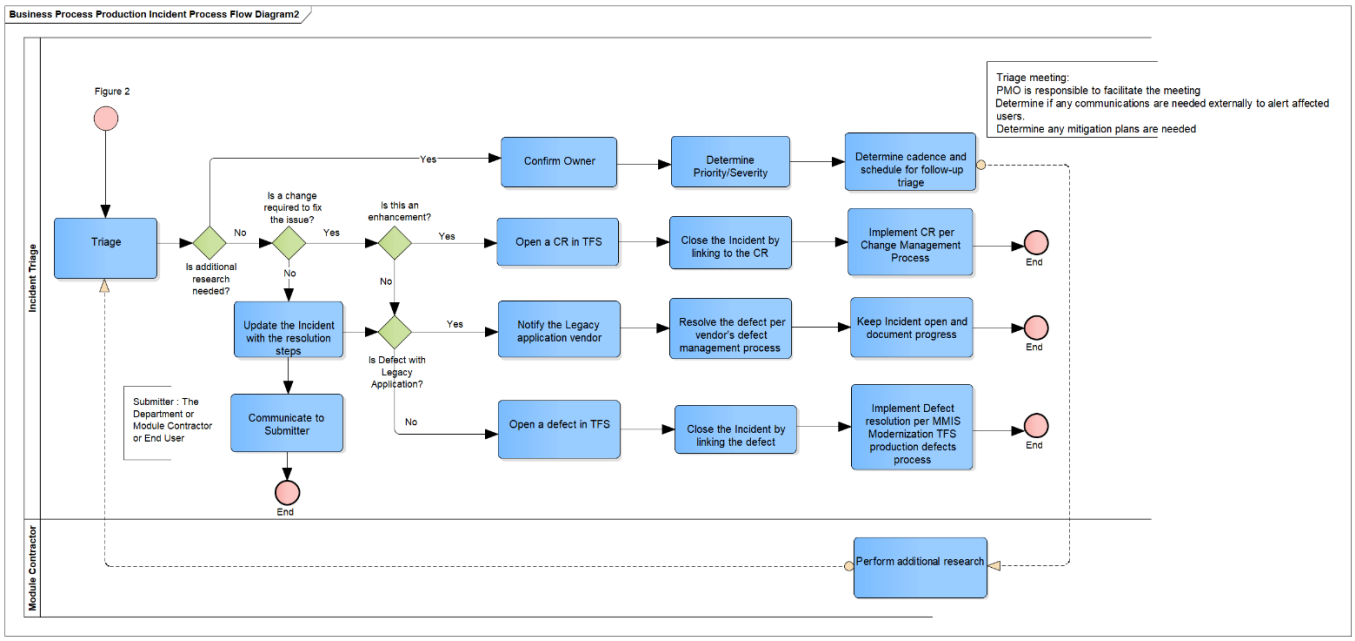


Figure 3. Production Incidents Process

2.2.2 Incident Triage Meeting – Production Defects

Once the incident is logged in TFS for a production issue, PMO will schedule an initial triage meeting within one business day. Triage meetings are facilitated by the PMO and the attendees include resources from the Department, PMO and any associated Module Contractors.

The typical triage meeting agenda includes:

- Recap of what is known and what steps have been completed to identify incident scope.
- Create an action plan:
  - Ensure the appropriate team is assigned to research further
  - Develop plan for further research if needed
  - Identify possible mitigation steps or workarounds to reduce impacts
  - Determine if any communications are needed externally to alert effected users
  - Determine cadence for follow-up. This could be email communications and follow-up meeting
  - Identify a timeline to determine if the incident is a MMIS Modernization defect

2.2.3 TFS Production Defects Process

Once an incident is determined to be a defect within the scope of the MMIS Modernization Project, the PMO will log a production defect in TFS and alert the MMIS Monitoring team. As part of the triaging, if it is identified that an emergency fix is needed for the defect, fix will be implemented as per the process defined for emergency releases in the Change Management Plan. The Change Management process will take over all other non-emergency production defects for release prioritization and correction. The detailed TFS process flow for production defects, and additional guidance on step-by-step instructions for submitting a defect in TFS, and mandatory fields to be filled are included in the MMIS Modernization TFS User Guide under "Defects" section.

2.2.4 Defect Reporting and Tracking – Production defects

The PMO will provide defect management reports, which will include defect identification, tracking, and monitoring. The defect management reports will help manage quality through metrics, which monitor the health and progress of the project. The PMO will generate and distribute the defect management reports before each Risks and Issues meeting as part of the meeting agenda. Production defect reports will be distributed to the Department, PMO and Module Contractors, MMIS Monitoring team, MMIS Monitoring Section Chief and MMIS Monitoring Section Supervisor. Refer Appendix B : DMP Toolkit for Defect Management Report Example.

2.2.5 Defect Triage Meeting – Production Defects

Once a defect is logged in TFS for a production issue, PMO will schedule a defect triage meeting. Triage meetings are facilitated by the PMO and the attendees include resources from the Department, PMO and any associated Module Contractors.

The typical triage meeting agenda includes:

- Ensure the appropriate team is assigned
- Determine priority/severity. Refer to **Appendix A: Defect Severity and Resolution Timelines** in this document for information on resolution timelines based on severity.
- Determine action items to resolve
  - Determine if additional research is needed
  - Determine the full impact of the defect scope, are there mitigations or workarounds?
  - Prepare to present resolution plan to CCB for approval and release planning.

- Determine if any communications are needed externally to alert effected users and/or inform of workarounds
- Determine cadence for follow-up and the team that will be assigned to the defect action items. This could be email communications and follow-up meeting

3 Related Processes/Deliverables

The following table lists processes or other contract deliverable documents that interact with, or have a relationship to, the DMP.

Related Processes/ Deliverables	Relationship
Integrated Master Schedule	Includes and tracks the tasks related to defect resolution timelines
TFS User Guide	Defect process flows and additional step-by-step guidance for defect submission are included in this document
Release Management Plan	Defects that are deferred to a future release will need to be included in the release plan of a subsequent release
Change Management Plan	If any defects are subsequently redefined as enhancements, they will be logged as CRs and go through the process defined in the Change Management Plan
Testing Strategy Document	The process to log defects during test execution is defined in Test Strategy Document.

Table 2: Defect Management Plan Related Processes and Deliverables

4 Roles and Responsibilities

The following table lists roles and responsibilities of various MMIS Modernization contractors required to support activities related to the DMP. The roles are indicated with a letter corresponding to the role, such as R for responsible. The letters used are explained in the following RACI Chart Legend table.

The Department has the final review, approval, and decision authority for all aspects of the MMIS Modernization project and is ultimately accountable for MMIS Modernization.

The PMO under the strategic direction of the Department is responsible to facilitate, support, or otherwise enable the Department.

Activity	Department	PMO	Module Contractors	*Legacy Contractor
Enter a defect – System Integration Testing	A	C	R	I**
Enter a defect – UAT	A, C	R	I	I
Enter a defect – Production	A, R	C	C	I
Defect triage – System Integration Testing	A, R	R	R	C
Defect triage – UAT	A, R	R	R	C
Defect triage – Production	A, R	R	R	C
Defect resolution – System Integration Testing	A, C	I	R	C
Defect resolution – UAT	A, C	C	R	C
Defect resolution – Production	A, C	I	R	C
Defect reports	A, C	R	C	I

Table 3: Defect Management Plan RACI Chart

** The Legacy contractor role becomes obsolete when the MMIS Modernization Project enters the M&O phase.*

*** Depending upon their level of involvement, the Legacy Contractor's assigned RACI designations may be a "R" or "C".*

RACI Chart Legend

The following table defines the letter's meaning used in the table above to indicate level of responsibility for a task.

Term		Definition
R	Responsible	Actively working on completion of activities or goals
A	Accountable	Answerable for the activity or goal not getting completed
C	Consulted	Included in key decisions or activities to garner input and feedback
I	Informed	Notified of decisions or actions made

Table 4: Defect Management Plan RACI Chart Legend

5 Assumptions and Risks

Assumptions and risks to the MMIS Modernization Project that are specific to the DMP are explained within this section.

5.1 Assumptions

- All stakeholders will have remote access to the TFS and will use it.
- The PMO, Module Contractors, Department, and Legacy Contractor will come to a common agreement to follow the defect management process described in this document.
- The PMO, Module Contractors, Department, and Legacy Contractor will adhere to applicable contract/State Of Work (SOW)/Work Order (WO) requirements related to accessing Protected Health Information (PHI)/ Personally Identifiable Information(PII).

5.2 Risks

- Lack of adherence to the DMP will result in potential quality issues and delays to the project. For example, defects that are not logged or are missing detail will not be fixed promptly or not fixed at all. To help mitigate this risk, the PMO will work closely with each Module Contractor during their onboarding to review all defect management processes related to the MMIS Modernization Project, the templates they will use, and their roles and responsibilities. The PMO will also be performing proactive reviews so that the Module Contractors are following defect management processes.

6 Appendices

6.1 Appendix A: Defect Severity and Resolution Timelines

The following two tables list the defect severity and resolution timelines for non-production and production defects. Defect Severity types and definitions are provided in the MMIS Modernization TFS User Guide under section “Appendix C: Defect Severity Definitions”.

Non-production defects refer to the defects identified in test environments during unit testing, integration testing, system testing, or user acceptance testing. The resolution timeline refers to the timeframe that the Module Contractor is required to return the defect to the submitter for retesting and verification.

Non-production Defect Resolution Timelines				
Severity Level	**Critical**	**Significant**	**Moderate**	**Minor**
Turnaround Time	1 business day	3 business days	5 business days	7 business days

Table 5: Non-production Defect Resolution Timelines

For non-production defects, turnaround time is defined as the date the defect fix is available for retesting by the testing team, in the same test environment where the defect was identified. Resolution times for non-production defects are subject to change if the defect is impacting the DDI implementation timeline.

Production defects refer to the defects reported from Production. The production defects resolution timelines refer to the timeframes that the Module Contractor is required to provide the updates/resolutions for each stage of the production defect. These defect severities and resolution timelines will be reviewed with the MMIS Modernization Project stakeholders and Module Contractors. As additional Module Contractors are onboarded, further reviews may be needed.

Production Defect Resolution Timelines				
Severity Level	**Critical**	**Significant**	**Moderate**	**Minor**
Response Time	15 minutes	1.5 hours	1 calendar day	7 calendar days
Corrective Action Plan (CAP) Due Date*	1.5 hours	3 hours	5 calendar days	30 calendar days
Workaround Time	2 hours	4 hours	10 calendar days	n/a
Final Resolution**	1 calendar day	2 calendar days	30 calendar days	90 calendar days or as mutually agreed upon
Reconciliation Plan***	3 calendar days	7 calendar days	40 calendar days	As mutually agreed upon

Table 6: Production Defect Resolution Timelines

**Corrective Action Plan (CAP) Due Date is the date to provide a plan with the timelines for analysis, development, testing, and final deployment date of the fix provided by the Module Contractor.*

*** Final resolution is when the fix is released in Production.*

**** Reconciliation Plan is the plan with root-cause analysis of the defect, plan to correct the previously processed transactions due to this issue, and any remediation steps to avoid the specific type of the issue in future. The Module Contractors will use the Issue Resolution Plan (IRP) Template for documenting the Reconciliation Plan.*

6.2 Appendix B

6.2.1 DMP Toolkit

The following table contains the name of each document located in the MMIS SharePoint for this DMP. The Final template assets will be stored in the approved DMP folder on SharePoint.

Document Name
Defect Management Report Example

Table 7: DMP Toolkit

APPENDIX P

pennsylvania
DEPARTMENT OF HUMAN SERVICES

MMIS Modernization

Requirements Management Plan

Version 1.0

12/28/2021

Contents

1 Introduction 1
2 Approach 2
2.1 Pre-JAD Sessions 4
2.2 JAD Sessions 5
2.3 Business Requirements Document 6
2.4 Requirements Traceability Matrix 7
2.5 System Requirements Sessions (Technical JAD) 8
2.6 System Requirements Document 8
2.7 System Design Requirements Traceability Matrix 9
2.8 System Integration Testing (SIT) Requirements Traceability Matrix 10
2.9 User Acceptance Testing (UAT) Requirements Traceability Matrix 10
3 Related Processes and Deliverables 10
4 Roles and Responsibilities 12
5 Assumptions and Risks 13
5.1 Assumptions 13
5.2 Risks 13
6 Appendix 14
6.1 RMP Toolkit 14

Document History

The following table is a record of revisions made to this document. The table includes three columns. The first column identifies the date the document revisions were considered finalized and approved. The second column identifies the document version number, and the third column includes a brief description of the changes made to the document text.

Date	Version #	Description
12/28/2021	1.0	Initial Version

A master list of acronyms used throughout this document is available in the MMIS Modernization Acronym and Abbreviation List document to be approved by the Department and saved in SharePoint.

1 Introduction

The MMIS Modernization Requirements Management Plan (RMP) is intended to be used by the MMIS Modernization project team members as a guide for managing requirements throughout the lifecycle of the MMIS Modernization project. The intended audience includes project managers, business and system analysts, architects, developers, testers, and business subject matter experts.

The method used to design the RMP is based on industry standards including the International Institute of Business Analysis (IIBA) Business Analysis Body of Knowledge (BABOK™), and Centers for Medicare and Medicaid Services (CMS) for solution requirements.

The RMP will provide the necessary information to effectively manage the project requirements from definition, through traceability, to delivery. Using this RMP as a baseline, the Project Management Office (PMO) contractor will capture the requirements of the MMIS Modernization project as defined in the module Requests for Proposal (RFPs), to help confirm that the implementation of MMIS Modernization modules meet the Department's objectives and CMS certification criteria. Module contractors will capture and develop system requirements that have traceability back to business requirements to describe 'how' business requirements are met with their respective module solution.

The deliverables produced by Requirements Management include:

- Business Requirements Document (BRD)
- Business Requirements Traceability Matrix (BR RTM)
- System Requirements Document (SRD)
- Design Requirements Traceability Matrix (Design RTM)
- System Integration Test Cases Requirements Traceability Matrix (SIT RTM)
- User Acceptance Testing Requirements Traceability Matrix (UAT RTM)

The Department's instance of Team Foundation Server (TFS) will be used as the main repository for all requirements developed and will be the Department's "Source of Truth". In addition to stored Requirements, TFS will store and maintain the traceability between different categories of requirements and other work items through the linking process.

2 Approach

The requirements management process is continuous and evolves throughout the project. Initially, the process focus is documenting, analyzing, agreeing upon, and establishing the business requirements baseline that will be used for tracking requirements throughout the project. The Department has defined requirements within most of the MMIS Modernization project RFPs; and they fit into three categories: general, functional, and technical.

The RMP uses the following definitions for requirement categories and types. Note: These categories and types are also used in TFS to track requirements.

Below is a list of the requirement categories:

- Business Requirements – describe functionalities and capabilities that are required to meet the needs of the business.
- System Requirements – describe how the system will meet the functionalities and capabilities described in the business requirements.

Below is a list of the requirement types:

- Business Rules – describe the business rules which need to be developed for the MMIS Modernization.
- Data – describe data related requirements including conversion requirements.
- Functional – describe the business capabilities that a specific MMIS Modernization module needs to provide.
- General – RFP requirements included in the General categories. These requirements include contract requirements and other general items.
- Interface – describe the interfaces which will be needed in the MMIS Modernization.
- Operational – describe operational modifications that are needed for the business as a result of changes brought about by the MMIS Modernization. These changes do not directly require software changes.
- RFP – describe requirements that were defined in the MMIS Modernization module's RFP.
- Technical – also referred to as "non-functional," do not relate directly to the behavior or functionality of an MMIS Modernization module but are necessary for effectiveness or quality.
- Transition – describe the capabilities required, and the conditions that must be met to facilitate the transition from the Legacy system to the MMIS Modernization but will not be needed once the Modernization project is complete. These

requirements are differentiated from other requirement types because they are of a temporary nature and will be fully identified as the solution is identified.

The PMO will lay the foundation for the requirements management process for each module (or release/build in the case where a module spans more than one release/build) by executing the following processes:

- Create a Project Notebook specific to the module and capture work breakdown time estimates and dates that will be contained in the Integrated Master Schedule (IMS).
- Identify the different types of requirements that will be maintained, including but not limited to business, functional, technical, and transition requirements.
- Lead requirements elaboration, validation, and approval by the Department, as well as verification with other MMIS Modernization contractors.
- Execute requirements traceability, including appropriate cross-references to process flows, CMS certification criteria, and Department policies/specifications.

The module contractor will use these processes plus the RTM to oversee requirements management for their module. The PMO will provide detail for each of the above processes with specific steps and responsibilities.

Figure 1 illustrates the requirements management scope as discussed in detail throughout the remainder of this document.

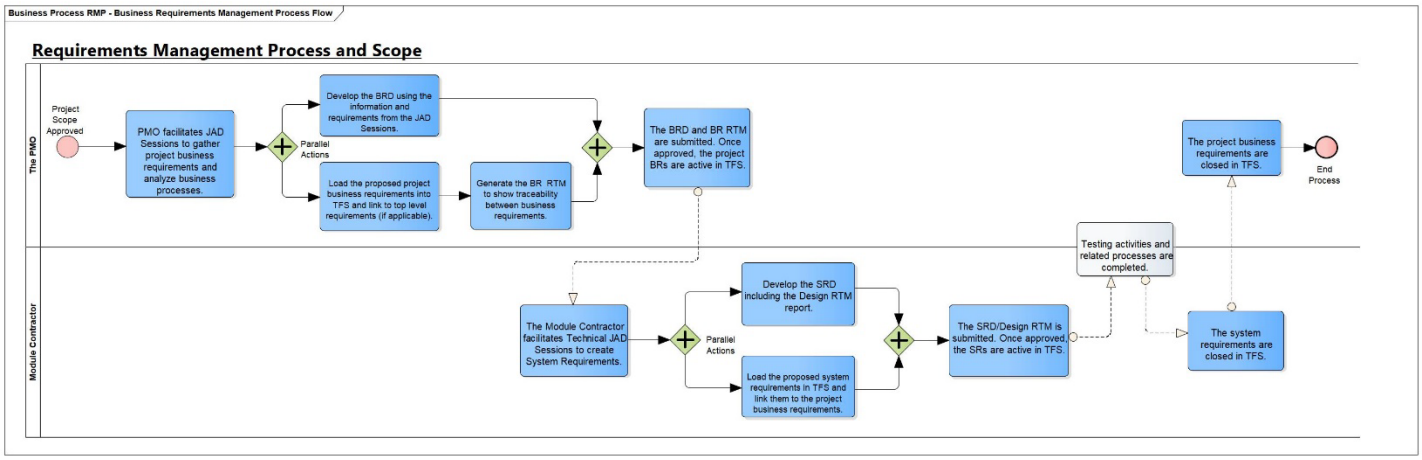


Figure 1 – Requirements Management Plan Process and Scope

The initial MMIS Modernization requirements have been defined in the module RFPs. These requirements will be extracted from the module RFPs and loaded into the Department's instance of Microsoft Team Foundation Server (TFS). Requirements will

be maintained in TFS. Refer to the TFS User Guide in the Project Notebook for details on the required TFS requirement fields.

For each module, the PMO will analyze the CMS certification criteria items, related policies/specifications, functional capabilities of the Contractor module, and the 'To Be' goals of the Department's MITA self-assessment roadmap. From this analysis, the PMO will map the functional, non-functional, and technical requirements needed for the module that align with CMS SMC requirements and the Department's Medicaid business operations, if not previously identified.

The PMO and Module contractors will utilize a variety of meetings to gather information to assist the Department in writing formal requirements. These meetings include:

- Pre-JAD Sessions
- JAD Sessions
- System Requirement Sessions (Technical JAD)

2.1 Pre-JAD Sessions

The PMO will establish the requirements phase processes while maintaining synchronization within the IMS. Prior to onboarding module contractors, the PMO will prepare for JAD sessions by first conducting internal Pre-JAD requirement sessions with the Department to draft initial project business requirements and process flows. The Department will work collaboratively with the PMO to identify the key users/stakeholders that are needed to identify or clarify requirements and use cases throughout the project. The PMO will use the KPMG Enterprise Reference Architecture (KERA) tool as an accelerator when possible to draft preliminary workflows for the end-to-end COO processes using module RFP requirements.

The PMO will utilize the business requirement mapped process flows and the Medicaid Information Technology Architecture) Business Architecture (MITA) , where applicable, to perform a preliminary gap analysis to identify possible gaps and where clarifications are needed. Later, the PMO will use JAD sessions to develop and walk-through the 'To Be' process flows. These process flows will be used to facilitate discussion among the user/stakeholder representatives to achieve consensus on the 'To Be' business process and further refine the business requirements. The PMO will create detailed business requirements to correspond to the original module RFP Functional requirements, the 'To Be' process flows, and the CMS certification criteria. PMO will facilitate the JAD sessions and approval of requirements by the Department.

The output of the meetings will be documented in the Project Notebook and will include the drafted project business requirements, process flows for key business processes, open items that need further research and discussion, and supporting documentation. The contents of the Project Notebook will be used as inputs and starting points for the

JAD sessions.

2.2 JAD Sessions

Utilizing the outputs from the Pre-JAD Requirement Sessions and the RFP requirements the PMO will facilitate JAD sessions with the applicable contract module vendor and the Department to identify any gaps in the requirements and provide further refinement. Requirements will be reviewed and validated by the Department as part of the JAD process. As part of the JAD sessions it may be necessary to split requirements up into different releases or modules. If requirements are split up into different releases or modules, a BRD will be generated for each release or module. Some changes may be made after BRD approval, those changes will require CCB approval.

Using KERA, the PMO will analyze requirements to identify potential opportunities to streamline business operations. These opportunities will be introduced in the JAD sessions as discussion topics. To ensure schedule progression and avoid prolonged discussion on a single issue, issues that require additional information will be allocated as a Parking Lot item to be discussed in weekly resolution meetings.

As additional refinements of the business requirements continue during JAD sessions, process flows will be further developed and organized to enable drill-down navigation into successive levels of detail. These successive levels will be organized primarily by the business operation and functional sequences. In addition to the business operations grouping, requirements may be organized to include the following groups:

- Workflow and Alerts
- Platform interfaces (module to module, and module to legacy MMIS)
- Enterprise interfaces (platform to external entities and module to external entities)
- Reports
- Business Rules
- Business process quality management, including audit logging
- Nonfunctional requirements – including (but not limited to) solution availability, compatibility, maintainability, portability, reliability, security, usability, and extensibility

During JAD sessions, the PMO will guide the effective prioritization of requirements by using impact chunking, working with the individual modules to roadmap major work packages and to identify development dependencies. Also, PMO will walk through the transition architecture and facilitate discussion on trade-offs.

The PMO will document and consolidate the requirements into release associated BRD(s). Business rules will be documented by each module contractor using the

business rules standardized template and process included in the Project Notebook. Business rules will supplement and correspond to process flows but are separate and distinct from business processes.

Module contractors will be expected to develop and refine system requirements during system requirement sessions, include the system requirements in a System Requirements Document (SRD), upload them to TFS, and link them to the appropriate business requirements to show traceability.

Refer to the MMIS Modernization - TFS User Guide regarding changing status and additional requirements.

2.3 Business Requirements Document

Business requirements drive the activities of the MMIS Modernization project. A BRD formally documents a comprehensive set of Department-approved business processes and requirements that will be implemented. The BRD file itself is a Word Document that is structured by multiple categories of information for the respective Module(s) or Release. The document must comply with the policies and guidelines set by the MMIS Modernization Style guide. Based on previously published BRDs, their sizes vary from less than one hundred pages to much greater than one hundred pages depending on complexity of the Module(s) or Release and the amount of material associated with the Module(s) or Release. All BRDs will include various tables, inserted graphics, bodies of text, lists, and possibly linked files. A sample BRD table of contents is provided on this page below for reference.

The PMO will compile the data gathered in the JAD sessions to generate the module or release BRD. The BRD will become the basis for scope determination for the specific module or release throughout the remainder of the MMIS Modernization project. The MMIS Modernization Module contractors will utilize the BRD (among other sources) to develop System Requirements and to estimate the development scope effort (if any) needed by their teams.

The PMO will meet with the Department to finalize the BRD contents prior to BRD delivery. Listed below is a sample BRD table of contents. Refer to the BRD template referenced in the RMP Toolkit for additional information.

- Table of Contents
- Introduction
- Document Purpose
- Document History
- Overview
- Background

- Business Goals/Objectives
- Joint Application Design Sessions (JAD)
- Session Participants
- Key Decisions
- Assumptions
- Open Action Items
- Dependencies
- Conceptual Models (where relevant)
- Module Context Model
- Department Stakeholder Model
- Module Operating Model
- Business Scenarios / User Stories (if applicable)
- MMIS Terms Model
- Business Process Flows
- RFP Requirements
- Functional Business Requirements
- Project Requirements
- Functional Business Requirements
- Other Impacts
- Legacy Transition Considerations (if applicable)
- Cross-Functional Impacts (if applicable)
- Appendices (if applicable)

The PMO will produce a BRD for each module within the designated timeframe determined by the scope of the project. As new requirements are identified, they will be submitted for approval through the Change Management Process (CMP). The Change Management process is described in more detail in the CMP.

2.4 Requirements Traceability Matrix

The RTM will be used in all phases of the MMIS Modernization project to identify all in-scope requirements and provide traceability to/from the business requirements to test cases for a specific release.

The RTM will include the below requirement categories and related links between requirements. Additionally, the PMO has developed an RTM tool which will identify

traceability issues within the RTM to easily identify gaps. Refer to the RTM example in the Project.

RTM Requirement Types:

- RFP Functional Requirements
- RFP Technical Requirements
- Project Business Requirements
- Project System Requirements

The PMO will produce the Business Requirements RTM for each project and deliver it with the BRD. The BR RTM will contain all the business requirements captured during the JAD and will be linked back to the RFP Requirements. If new requirements are identified after the BRD/BR RTM is created, they will be submitted for approval through the Change Management Plan (CMP). Refer to the CMP to review the details as it relates to the Change Manage Process.

Once a requirement is baselined, then it is subject to the requirements change management process, as documented in the CMP. Once a requirement has been baselined, any additions, deletions or modifications must follow the approved Change Control Board (CCB) process. Refer to the approved CMP for detailed processes on Change Control.

Along its life cycle, a requirement can be closed, modified, or placed on hold. At any time, new requirements can be identified and must be managed through the entire life cycle.

2.5 System Requirements Sessions (Technical JAD)

Utilizing the BRD and the RTM, the Module Contractors will facilitate Technical JAD sessions with the Department and the PMO to define the technical requirements needed to satisfy the business requirements. Requirements will be reviewed and validated by the Department as part of this process. There may be one or more technical system requirements for each business requirement. If modifications to a business requirement are identified, then those changes will require CCB approval.

2.6 System Requirements Document

The SRD includes a graphical and narrative representation of the module and solution being implemented for MMIS Modernization Project. The SRD details the proposed design, technology performance and infrastructure expectations, including any technology requirements (non-functional) pertaining to quality of service, such as performance, maintainability, adaptability, reliability, availability, security, and scalability.

All System requirements necessary to meet Department Business requirements should be included in this document. Each requirement in the BRD must be fully documented in the SRD explaining how the module's solution will meet the business requirement.

2.7 System Design Requirements Traceability Matrix

The Design RTM and SRD are generated and delivered simultaneously. All system requirements included in the SRD should be loaded into TFS and linked to the associated BR. In the Design RTM Excel file, RFP requirements are the "parent" requirements while project BRs are the associated "child" requirements. Additionally, to help promote two-way traceability, the RTM illustrates the same project BR as a parent with an RFP requirement as a child. See Figure 1 below for an example:

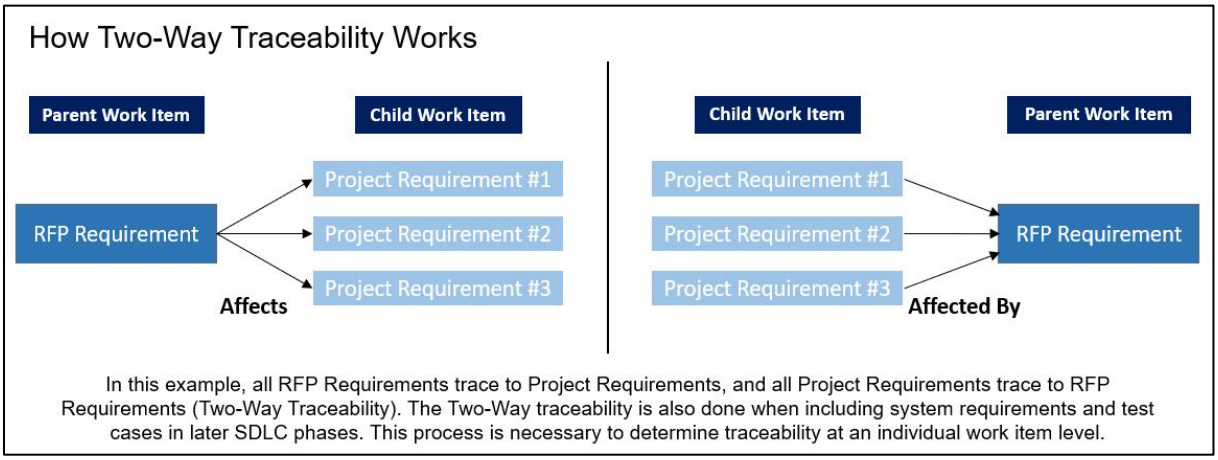


Figure 2: How Two-Way Traceability Works Traced to RFP Requirements

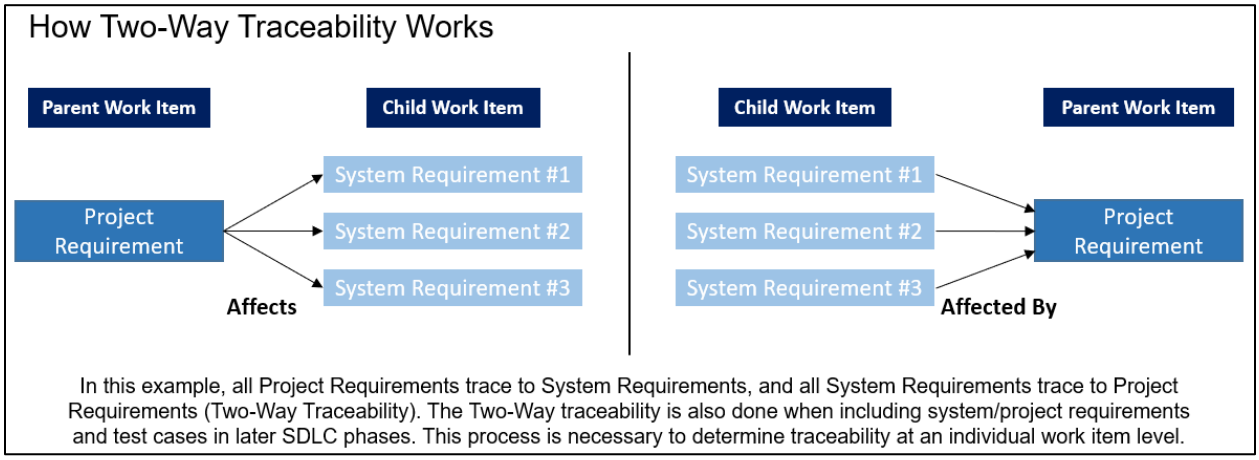


Figure 3: How Two-Way Traceability Works Traced to Project Requirements

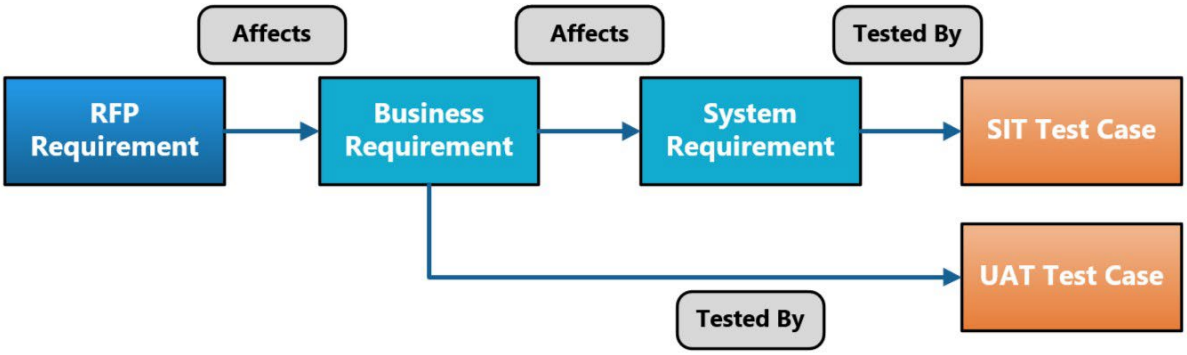


Figure 4: Business Requirements Process for UAT Based Upon RFP Requirements

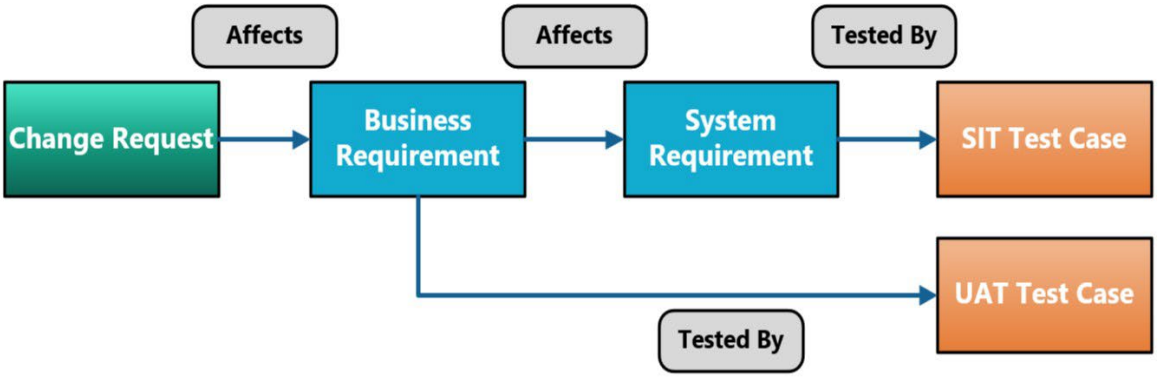


Figure 5: Business Requirements Process for UAT Based Upon Change Requests

2.8 System Integration Testing (SIT) Requirements Traceability Matrix

The SIT RTM is generated by the PMO for the Module Contractor at the direction of the Department. It contains the SIT test cases which the Module Contractor loads into TFS and links to the system requirement and is delivered to the Department for review and approval with the SIT test cases. This process is described in more detail in the Test Strategy Document.

2.9 User Acceptance Testing (UAT) Requirements Traceability Matrix

The UAT RTM is delivered for review and approval with the UAT test cases. It contains the UAT test cases which are linked back to the Business Requirements and is described in more detail in the Test Strategy Document.

3 Related Processes and Deliverables

The following table lists processes or other contract deliverable documents that interact with or have a relationship to the RMP.

Related Processes/ Deliverables	Relationship
Integrated Master Schedule	Includes and tracks Requirements Management Plan tasks.
Change Management Plan	Triggers Requirements Management Plan updates Defines process for requirement additions and changes after BRD approval.
Team Foundation Server User Manual	Requirements will be stored in the Department's instance of TFS and be used to organize requirements attribute details, provide version control history, maintain accurate tracing to test cases and related defect resolution, and enable streamlined reporting for all parties.
Risk and Issues Management Plan	Requirements related to risks and issues will follow the process identified in this plan.
Quality Management Plan	Details quality standards for requirements. Describes the requirements review process.
Test Strategy Document	Details testing process and validates the test cases to the requirements.

Table 1: Requirements Management Plan Related Processes and Deliverables

4 Roles and Responsibilities

The following table lists the roles and responsibilities of various MMIS Modernization contractors required to support activities related to the Requirements Management Plan. The letters used in the RACI Chart are explained in the Chart Legend table below the graphic.

The Department has the final review, approval, and decision authority for all aspects of the MMIS Modernization project and is ultimately accountable for MMIS Modernization.

The PMO under the strategic direction of the Department is responsible to facilitate, support, or otherwise enable the Department.

Activity	Department	PMO	Module Contractors	*Legacy Contractor
JAD Sessions				
Schedule	A	R	C	I
Facilitate	A	R	C	I
Participate/ Decision Making	A	R	R	I
Publish minutes	A,C	R	C	I
Track Action Items	A,C	R	I	I
BRD				
Create BRD with final requirements	A,C	R	C	C
Create RTM with initial requirements	A,C	R	C	I
Update RTM with new/ changed requirements	A,C	R	C	I
BRD/RTM Approval	A	R	I	I
SRD				
Create SRD with system requirements	A,C	C	R	C
Link system requirements to business requirements in TFS	A,C	C	R	C
Produce the Design RTM to demonstrate traceability	A,C	I	R	C
SRD/RTM Approval	A	C	R	I
Create SIT Test Cases in TFS	A,C	C	R	C
Produce SIT RTM	A,C	I	R	C
SIT Test Cases Approval	A	R	I	I

Table 2: Requirements Management Plan RACI Chart

** The Legacy contractor role becomes obsolete when the MMIS Modernization Project enters the M&O phase.*

*** Depending upon their level of involvement, the Legacy Contractor's assigned RACI designations may be a "R" or "C".*

RACI Chart Legend

The following table defines the letter's meaning used in the table above to indicate the level of responsibility for a task.

Term		Definition
R	Responsible	Actively working on completion of activities or goals
A	Accountable	Answerable for the activity or goal not getting completed
C	Consulted	Included in key decisions or activities to garner input and feedback
I	Informed	Notified of decisions or actions made

Table 3: Requirements Management Plan RACI Chart Legend

5 Assumptions and Risks

Assumptions and risks to the MMIS Modernization program that are specific to the Requirements Management Plan are explained within this section.

5.1 Assumptions

- The requirements life cycle described in this document assumes the Department, or a contractor on the Commonwealth's behalf, has gathered requirements that have been approved by the Department for procurement for each of the MMIS Modernization modules.
- All stakeholders will actively participate in Pre-JAD and JAD sessions and provide timely resolution to open items.

5.2 Risks

- The lack of adherence to the Requirements Management Plan could result in project delays, defects, or artifacts not meeting quality standards.
- Mitigation: The PMO will triage to determine the reason for the noncompliance by conducting an immediate assessment. Formulate clear and time-bound action plans. Track action until compliance is resolved.

6 Appendix

6.1 RMP Toolkit

The following table contains the name in SharePoint for each supporting document that accompanies this Requirements Management Plan. Final template and example assets will be linked in the approved Requirements Management Plan stored on SharePoint.

Document Name
Project Notebook Template
Business Requirements Document Template
Requirements Traceability Matrix Example
System Requirements Document Template

Table 4: Requirements Management Plan Toolkit

APPENDIX Q

MMIS Modernization

Test Strategy Document

Version 1.0

12/28/2021

Contents

1 Introduction 1
2 Approach 1
2.1 Testing Levels 2
2.1.1 Unit Testing 2
2.1.2 System Integration Testing 3
2.1.3 User Acceptance Testing 4
2.1.4 Other Types of Testing 4
2.2 Testing Life Cycle 5
2.2.1 Test Planning 5
2.2.1.1 Testing Schedule 5
2.2.1.2 Test Estimation Approach 5
2.2.2 Test Design 5
2.2.2.1 Test Design Kick-off 6
2.2.2.2 Test Case Writing 6
2.2.2.3 Test Case Review and Approval 7
2.2.2.4 Requirements Traceability Matrix 7
2.2.2.5 Test Environments 8
2.2.2.6 Test Data Management 8
2.2.3 Test Execution Process 8
2.2.3.1 Test Case Execution Plan 9
2.2.3.2 Test Case Prioritization 9
2.2.3.3 Testing Cycles 9
2.2.3.4 Test Execution Meetings 10
2.2.3.5 SIT Entrance Criteria 10
2.2.3.6 UAT Entrance Criteria 10
2.2.3.7 Test Execution 11
2.2.3.8 Reporting 11
2.2.3.9 Test Execution Dashboard 12
2.2.3.10 Defect Management 12
2.2.3.11 Testing Suspension/Resumption Criteria 13
2.2.3.12 Test Results in Reviews/Approval 13
2.2.3.13 SIT Exit Criteria 13
2.2.3.14 UAT Exit Criteria 13
2.2.3.15 Test Exit Checkpoint Meetings 14

3 Related Process/Deliverables 14
4 Roles and Responsibilities 14
4.1 RACI Chart Legend 15
5 Assumptions and Risks 16
5.1 Assumptions 16
5.2 Risks 16
6 Appendix 17
6.1 TSD Toolkit 17

Document History

The following table is a record of revisions made to this document. The table includes three columns. The first column identifies the date the document revisions were considered finalized and approved. The second column identifies the document version number, and the third column includes a brief description of the changes made to the document text.

Date	Version #	Description
12/28/2021	1.0	Initial Version

A master list of acronyms used throughout this document is available in the MMIS Modernization Acronym and Abbreviation List document to be approved by the Department and saved in SharePoint.

1 Introduction

The Test Strategy Document (TSD) provides the objective, approach, activities, and roles required to perform testing of the MMIS Modernization project and confirm acceptance of release scope. Release scope can be new modules through Design, Develop, and Implement (DDI) work or Change Requests (CRs) approved through the Change Control Board (CCB) being released to Production.

As part of the testing phase, multiple testing levels are performed and some of the testing levels have multiple testing types. The roles and responsibilities of the Project Management Office (PMO), Module Contractors, Department and Legacy (PROMISe) Contractor will vary depending on the testing level and objective of the tests being performed. This document explains the testing process and approach, and provides testing templates to be used throughout the MMIS Modernization project implementation by the Project Management Office (PMO), Module Contractors and Department.

The PMO, Module Contractors and Legacy Contractor (when applicable) will co-ordinate with each other to perform end-to-end integration testing of the Modules with the rest of the platform, including legacy systems.

The PMO will work closely with the Department, Module Contractors, and Legacy System contractor (when applicable) to maintain and update the TSD. Lessons learned from testing of prior releases will be used as part of continuous process improvement, and updates will be made to the TSD, as needed.

Microsoft Team Foundation Server (TFS) will be used for test management and defect management. Test plans and test cases will be created, maintained, and executed in TFS.

2 Approach

The following figure provides an illustrative representation of key SDLC activities for the any MMIS Modernization project release and highlighted where different testing levels fit into the picture.

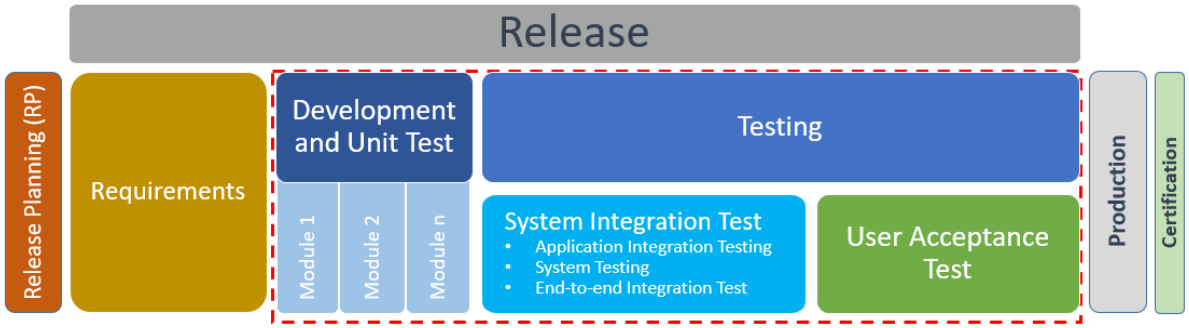


Figure 1. MMIS Modernization Project and Testing

New projects approved in CCB will be reviewed in Integrated Master Schedule (IMS) /Release planning meetings to include in the release runway. The scope, schedule, and approach for the requirements, design, development, and testing activities are then further determined by the project team and included in the release scope document. Once the development and Unit Testing is completed for the requirements in scope, a release will go through System Integration Testing (SIT) and User Acceptance Testing (UAT) testing levels prior to implementation in Production. If it is determined that CMS certification is in scope for the release, certification testing will be performed as per the process defined in the Certification Plan.

The MMIS Modernization Project may consist of multiple production releases. Each release can be comprised of multiple CRs. Depending on the release scope, all releases and CRs undergo the same rigorous validation through the different levels of testing at CR level or overall project release level before being released to Production. Once an MMIS Modernization module is in Production, release cycles will be planned at specified intervals per the Change Management Plan.

2.1 Testing Levels

Each release will go through the multiple testing levels. Objectives of each testing level, testing types part of the testing level, and the responsible stakeholder are explained in this section below.

2.1.1 Unit Testing

Unit Testing verifies the functionality of a single module in isolation. Module Contractors are responsible to complete Unit Testing before promoting the changes to SIT.

Unit Testing includes the following:

- Testing functional requirements of the module
- Testing non-functional requirements (performance, security, etc.) at the module level
- Testing compliance requirements at the module level
- Regression testing of the module, after defect resolution or other changes
- User interface testing, usability and accessibility testing for compliance to Section 508 of the Rehabilitation Act of 1973 at module level

Unit Testing does not include the following:

- Testing of integrations with other modules of the project
- Testing of the integration of multiple components within one module
- Testing by end-users

Unit test cases are not required to be maintained in TFS.

2.1.2 System Integration Testing

SIT is performed by Module Contractors before UAT so that all system functionality, interfaces, connections, and communications are verified before acceptance tests are performed. SIT will be performed after Unit Testing is complete. A separate SIT Test Plan will be created for each release/change request using the Test Plan Template included in “6. Appendix – TSD Toolkit” section and will follow the testing process mentioned under “Testing Life Cycle” section of this document. The specific testing approach and how testing will be performed should be explained in the release level SIT Test Plan by the Module Contractors.

The following types of testing are included as part of SIT:

- **Application Integration Testing:** Validates the integration of sub-modules within the Module and that sub-modules meet the Module requirements.
- **System Testing:** Validates the integration of the Module with PROMISe, other legacy systems, and other modules to confirm the Module successfully performs inbound and outbound interfaces with other modules to exchange transactions, consume interface files, and validate the infrastructure and communication configurations. System Testing confirms the Module meets all functional Department requirements.
- **End-to-End Integration Testing:** Validates the end-to-end integration of the Module with the rest of the platform, including legacy systems. The flow of end-to-end SIT tests may either originate, pass-through, or end in the Module. End-to-end tests confirm that all modules within the platform are able to function together.
- **Accessibility Testing for Section 508 Compliance:** Confirms users with disabilities can access and use the application.
- **User Interface (UI) / Browser compatibility testing:** Ensures the functionalities of the web applications work as per business requirements by checking screens and controls like menus, buttons, icons, etc. While performing UI testing, it is equally important to make sure the web application does not have any cross-browser compatibility issues.
- **Performance and Stress Testing** accesses the capacity and throughput of the Module and/or infrastructure. It validates processing time, CPU utilization, and memory and storage capacities relative to expected normal (average and peak) user and processing load as defined in the requirements and/or capacity plan. Stress testing exercises the business application or infrastructure with a large volume of input data and/or a large number of simulated users (i.e., “load”) to

determine maximum resource utilization at point of failure in terms of processing time, CPU utilization, network utilization and memory and storage capacities.

2.1.3 User Acceptance Testing

The PMO is responsible for the development and execution of UAT for the final tests prior to implementation of any module or functionality. The UAT will measure and test the solution's ability to function as designed and meet the Department's business needs. A separate UAT Test Plan will be created for each release/change request using the Test Plan Template included in "6. Appendix – TSD Toolkit" section and will follow the testing process mentioned under the "Testing Life Cycle" section of this document. The specific testing approach to UAT should be explained in the release level UAT Test Plan by the PMO.

UAT Testing includes the following:

- End-to-end functional testing to ensure a module meets the end user needs, in concert with other integrated modules
- Testing is based on the business requirements
- Regression testing which includes validation of a module that might have been affected by a change in another module or interface

2.1.4 Other Types of Testing

The following additional testing types will be performed as determined by the Department and the approved scope of a release.

- **Security and Penetration Testing** is performed either directly by the Module Contractor or a third party to determine that security controls of the Module and infrastructure are implemented correctly, operate as intended, and produce the desired outcome with respect to meeting security requirements. Module Contractors are responsible to perform this testing.
- **Connectivity Testing** is performed to confirm that the data connection between any new system or application from MMIS Modernization project and the Trading Partner (TP)'s systems has been properly established to send/receive the data files from MMIS systems. Data content will not be validated part of this testing. Primary objective of this testing is to ensure connectivity setup. Module Contractors are responsible to perform this testing with TPs. Module Contractors are responsible to perform this testing.
- **Trading Partner Testing** is performed to confirm that test data files sent from new systems or applications from MMIS Modernization project are received by TPs and TPs are able to successfully process the files and data into their systems. Department is responsible to co-ordinate this testing with TPs and with the support of the Module Contractors and PMO.

- **Production Ready Testing or Operational Readiness Testing** is performed to confirm that the Module has been installed and configured correctly in a Production environment and is ready for operational use. Module Contractors are responsible to perform this testing.

2.2 Testing Life Cycle

The following sections provide the details on what tasks and activities are covered as part of test planning, test design, and test execution in the testing life cycle of the MMIS Modernization project.

2.2.1 Test Planning

Test planning aligns schedules and resources to the release scope document so that activities are coordinated with the module contractors for development and other testing levels. Details will be documented in the Test Plan, which will include the specific modules, CR numbers, and dates on when each testing activity is scheduled to be performed for the release. Prerequisite activities are also identified so that they are tracked appropriately.

2.2.1.1 Testing Schedule

The overall testing schedule consists of tasks and timelines that outline all of the activities needed to accomplish SIT and UAT. It is coordinated so that SIT activities are planned to complete before UAT starts. Test design activities, along with any data setup and environment preparation tasks, are also scheduled prior to test execution.

The IMS is updated once testing dates are reviewed and approved along with other dates in the release plan.

2.2.1.2 Test Estimation Approach

The scope of work approved through the release scope document is used to determine the effort of testing. The business requirements in the Business Requirements Document (from new DDI modules and CRs) are used to approximate the count of test cases needed. Each test case is initially given an estimate based on the anticipated test design and execution activities that need to be performed.

Once this is completed, total ballpark hours are calculated by summing up test design, test execution, data setup, and coordination efforts. A resource plan is drafted using this estimate to determine the anticipated team size and reconfirm the feasibility of testing timelines.

2.2.2 Test Design

Test design involves activities that detail out what tests will be executed for the scope of work included in the Release scope document. The business requirements and system requirements will be reviewed and analyzed to determine test cases. The UAT

Requirements Traceability Matrix (RTM) is used as a tool to help confirm that the full breadth of tests required is included.

Test cases in TFS will be created with an initial State of ”Design”. The state will be updated to “Ready” after the Department has reviewed and approved. The Test Cases section in the MMS Modernization TFS User Guide provides additional guidance on the test cases process flow and state changes in TFS.

2.2.2.1 Test Design Kick-off

Prior to the start of the test design activities, it is the responsibility of the test teams to review and confirm the test design schedule, work assignments, milestones, and any pre-requisites to start test case creation.

Test design meetings with the Department, PMO and Module Contractors are scheduled while test cases are being created. This provides a forum to answer any questions from testers while test cases are being developed, which helps improve the quality of test cases. These meetings are scheduled as needed.

Training that is needed by Test team members is conducted on the testing process, tools that will be used, defect management, and requirement walkthroughs to familiarize team members for subsequent activities. These are done as separate sessions after the Test Design Kick-off.

2.2.2.2 Test Case Writing

Test Objectives, which are one or two-sentence descriptions of what will be tested along with expected results, are created first. Test Objectives establish the complete breadth of testing and are also used to determine test data needs and dependencies. Test cases are written from Test Objectives and UAT test cases are linked to the business requirements and SIT test cases are linking to system requirements.

The following are examples of UAT Test Objectives for the MMIS Modernization Project that will be detailed out as test cases:

- Verify that the system has the capability to enroll the providers who are eligible to use Electronic Funds Transfer (EFT), and a flag is set in the system to indicate the provider as EFT provider.
- Verify that the system has the capability to identify duplicate records based on state-defined criteria when the duplicate recipient records are enrolled.
- Enroll a new member and new provider, process a claim with newly created member and provider. Verify the claim is adjudicated per the State-defined benefits and pricing, and check/EFTs and Remittance advice are generated after the payment cycle.

With each successive release, select test cases from prior releases are identified for regression testing and executed to validate that previously released functionality is not broken.

Legacy functionality impacted by new MMIS Modernization modules will also be verified as part of MMIS Modernization project testing.

2.2.2.3 Test Case Review and Approval

Test objectives and test cases are peer-reviewed by other testers. This helps identify any gaps in test coverage prior to the review by the Department.

The SIT test team from the Module Contractors and UAT test team from PMO are responsible for scheduling a walkthrough session for the Department to review and approve test cases. The walkthrough is scheduled to provide enough time for the Department to review prior to test execution. Test cases are exported to an excel sheet from TFS in a format that shows all test cases on one tab including all test steps. If test cases are created in multiple test suites in TFS, each test suite is exported to a separate tab in excel sheet. Test Case Spreadsheet Example is provided in “6. Appendix – TSD Toolkit”. Once the test cases are ready for review, Module Contractors will work with the PMO to create the test case spreadsheet from TFS. The Test case spreadsheet is shared with the Department, PMO and the Module Contractors before the walkthrough to allow an opportunity for feedback. Test cases are reviewed for the breadth of coverage in validating approved system features, components, interfaces, and capabilities as specified in the requirements. Refer to “Test Case Creation” sub-section under section “Test Cases” in MMIS Modernization TFS User Guide for the process flow for creation of test cases, review to approval. Timelines for test case creation, submission, review period and approval will be determined at the beginning of the project and indicated in the scope document and IMS.

For large projects, the test case creation and approval may be divided into multiple phases, so testing can begin for a subset of test cases without requiring all test cases to be approved. This will be determined at the start of the project and be noted in the Scope Document.

2.2.2.4 Requirements Traceability Matrix

During test case writing, SIT Test cases are linked to the system requirements. UAT test cases are linked to the business requirements and the corresponding CMS certification requirements, when applicable. Some UAT test cases may only relate to state-specific requirements and will not link to CMS Certification requirements. The SIT RTM will be created from TFS and will be delivered with the SIT test cases and both will be reviewed and approved by the Department at the same time. The Department will work with PMO to generate SIT RTM from TFS. The SIT RTM shows the traceability between SIT test cases and system requirements. The UAT RTM will be created from

TFS by the PMO and will be delivered with the UAT test cases and both will be reviewed and approved by the Department at the same time. UAT RTM shows the traceability between UAT test cases and business requirements. The RTM template is included in the Requirement Management Plan, and SIT and UAT RTMs will be created using the same template.

2.2.2.5 Test Environments

The availability and stability of test environments are a critical factor in the success of completing testing on time with quality. The Module Contractor, in collaboration with the Legacy Contractor, will provide the SIT and UAT environments needed to perform the required testing and training activities for the Module. The environments must include an integrated test environment to accommodate testing the successful implementations of modules and technical integration activities. The integrated test environment must allow for end-to-end testing and be as close as possible to the production system. The Module Contractor will create and maintain logical environments for development, system integration testing, and user acceptance testing.

Smoke testing is a testing process that determines whether the deployed software build is stable or not and a confirmation for the test team to proceed with further test execution. Smoke testing is conducted by the module contractors whenever a change to any test environment is done. This includes any new software builds that get pushed and data updates that affect how the system behaves. This is done as part of due diligence activities before providing a green-light, so issues that may impede testing progress are detected and fixed. The test teams should track any test environment downtime since a significant impact on testing progress can occur due to the unavailability of the environment and should be raised as a risk or issue.

2.2.2.6 Test Data Management

The test teams own the planning and coordination to facilitate data availability for test execution and co-ordinate with the Department and other Module Contractors, as required. Test data preparation includes the identification and creation of data required to support each test case. Test data requirements are determined as each Test Objective is formulated. Data may be newly created through the system, extracted, copied, or generated offline.

Once the scope and volume of test data requirements are known, the test team determines the best and most efficient way to make test data available for test execution. Automation may be used and leveraged as needed for data creation efficiency.

2.2.3 Test Execution Process

Test execution includes activities focused on efficiently running the approved set of test cases that were identified and approved in Test Design. In order for test execution to be

effective, the exit criteria of prior test level and entry criteria of the current test level will be evaluated before starting test execution. For example, the SIT exit criteria and the UAT entry criteria are evaluated before starting UAT test execution for UAT. This determines readiness for the start of test execution and helps identify any risks that need to be mitigated. A test case execution plan will provide additional detail on how tests are sequenced and prioritized. This and other activities that support test execution are discussed in further detail in this section.

2.2.3.1 Test Case Execution Plan

Prior to starting test execution, a test case execution plan is created consisting of sequence, resource assignments, and the estimated timing to execute the test cases. Once testing starts, actual testing progress is evaluated against the execution plan to monitor progress, update estimates for remaining test cases, and assess any risks or issues to testing completion. Test case execution plan is not a formal deliverable to the Department, but SIT and UAT test teams are recommended to have this plan before starting test execution.

2.2.3.2 Test Case Prioritization

Test case execution will begin after the entry criteria are met. The test team will execute test cases in order of priority with urgent and major-priority test cases being executed first, followed by minor and cosmetic-priority test cases. Below are guidelines for each of the four test case priority classifications:

- 1 - Urgent: Pertains to an online screen, notices, batch program, or activity that provides the core/fundamental functionality of the application. These test cases will be tested first to allow adequate time for the module contractors to resolve defects.
- 2 - Major: Pertains to an online screen, batch program, or activity that supports core functionality, but are not fundamental.
- 3 – Minor: Pertains to application functionality, which is supplemental to the core functionality.
- 4 - Cosmetic: Pertains to an online screen, batch program, or related activity that provides cosmetic functionality or appearance to the application.

2.2.3.3 Testing Cycles

In addition to the prioritization of test cases for execution, test execution also involves retesting of any defects found during test execution. At a minimum, two cycles are needed. All test cases should be executed during the early cycles, followed by subsequent cycles to allow time for retesting. The exact number of cycles and timings will be planned based on the scope and documented in the Test Plan.

2.2.3.4 Test Execution Meetings

Prior to the start of test execution, a test execution kick-off meeting will be held to review the entrance criteria and readiness to start execution. The Department, PMO, Module contractors, and any additional stakeholders identified in the scope document will be invited to this meeting. Separate kick-off meetings will be scheduled for SIT and UAT before start of test execution. The goals, objectives, and expectations of all stakeholders involved in test execution will be reviewed and confirmed during this kick-off meeting.

Additional meetings are conducted during the test execution window to review the overall progress and potential risks. Daily stand-up meetings are held within the test team, and defect triage discussions are conducted with the module contractors. Initially, defect triage will be held daily, with the frequency adjusted as needed depending on the number of defects found.

These meetings are scheduled during test planning, documented in the Release Test Plan, and updated in the IMS.

The entrance criteria list for SIT and UAT is provided below. Any additional release-specific updates to this list should be documented in the Test Plan.

2.2.3.5 SIT Entrance Criteria

The recommended entry criteria for SIT are as follows:

- All SIT test cases have been written, traced to the system requirements in TFS, and approved by the Department
- Development and Unit Testing are completed
- No critical or significant severity defects are outstanding from Unit testing
- All outstanding moderate or minor severity defects from Unit testing have a documented and approved workaround, including resolution timeframe
- The SIT Test Environment is available and stable. All smoke tests to validate environment availability have executed and passed

2.2.3.6 UAT Entrance Criteria

The recommended entry criteria for UAT are as follows:

- All UAT test cases have been written, traced to the business requirements in the RTM, and approved by the Department
- All SIT test cases have been executed and validated, and the results have been documented by the module contractors
- All SIT results have been shared with the PMO, and approved by the Department

- No critical or significant severity defects are outstanding from previous testing phases
- All outstanding moderate or minor severity defects have a documented and approved workaround, including resolution timeframe for UAT
- The UAT Test Environment is available and stable. All smoke tests to validate environment availability have executed and passed

2.2.3.7 Test Execution

Test execution starts once the entrance criteria are satisfied. Each test case is executed in the order specified according to the execution plan. Test cases progress through the following statuses:

- Active – test execution has not been initiated for the test case
- In Progress – test execution is in progress for the test case
- Paused – testing has started and is pending for batch run, additional data, or other dependency
- Failed – a defect is encountered during test execution and has been linked to the test case; testing will resume once the defect is fixed
- Passed – all steps have been executed successfully, and no defects were encountered
- Blocked – test case cannot be executed as it is impacted by an open defect
- Not Applicable – test case was approved for testing scope but was later determined to be invalid

Test results are captured for passed and failed test cases. Test results for failed test cases are used to document defects for resolution. Test results for passed test cases that link to CMS certification requirements are used for certification evidence. This improves efficiencies and avoids redundancy so that tests do not need to be executed multiple times for certification testing.

Additional step by step TFS guidance for test case execution and SIT and UAT test case execution process flow is documented in TFS User Guide under Test Cases section.

2.2.3.8 Reporting

Test results reports are generated from TFS and shared during test execution to provide status, progress, risks, and issues during test execution. A sample UAT Test Results Report is included in the Appendix. Refer section “Appendix B: SSRS Reports” in TFS User Guide for instructions to generate test results reports.

2.2.3.9 Test Execution Dashboard

As part of status reporting during test execution, the test execution dashboard will be shared during SIT and UAT. The following is a sample test execution dashboard from the MMIS Modernization Project October 2021 Release UAT.

October 2021 Release - UAT Results Summary				
Test Suite Name	**Failed**	**Never Run**	**Passed**	**Grand Total**
CR 2408329 Addition of SNAP/TANF Enrollment to the 834	5	3	24	32
CR 2479250 Discontinue trimming of leading/trailing spaces Loop 2320 COB02	0	0	3	3
Regression Testing	1	41	13	55
Grand Total	**6**	**44**	**40**	**90**

Table 1: Sample Test Execution Dashboard

2.2.3.10 Defect Management

Defects are created during test case execution to document and properly track the resolution of test failures. The defects will be reviewed in defect triage meetings, which will be attended by the PMO, Department and Module Contractors, to confirm the adequacy of information documented and to triage a correction plan. The severity and priority levels will be reviewed and it will be confirmed that defects logged are truly defects and not enhancements. Additional details on the complete defect management process are found in the MMIS Modernization Defect Management Plan (DMP).

Depending on the severity and the resolution timeframe of the defect, the following situations may apply:

- If a defect is fixed and closed during the test execution timeframe, execution for the failed test case is resumed. Once all steps are completed with no error, the test case is passed. Should new failures be observed, new defects are opened.
- If a minor or cosmetic severity defect cannot be resolved during the test execution timeframe, it is discussed during the Testing Exit Checkpoint Meeting. Workarounds need to be reviewed and approved by the Department to allow to exit and the release to proceed to Production deployment. The defect remains open and is then categorized as a Production defect for CCB and Release planning prioritization into the next release. If a fatal or major severity defect cannot be resolved during test execution, it is also discussed during the Testing Exit Checkpoint Meeting. Due to the potential for adverse impact on business function and operations in Production, the first priority is to resolve the defect during testing. When this is not possible, CCB and Release planning discussions

are conducted to carefully determine what steps need to be taken, which may include extending testing timelines, moving the release date, or moving ahead with the defect to Production but pushing an expedited release afterward.

2.2.3.11 Testing Suspension/Resumption Criteria

If the system is unavailable and/or critical/significant defects exist, hindering test execution progress, the test teams will meet with the Department, PMO, and the development team from Module Contractors to discuss testing suspension until the issues have a resolution. The Department will make any final decision to suspend test execution with input from PMO, and Module contractors. Testing will resume, with approval from the Department, after issues have been resolved or workarounds have been implemented. Project timelines will be evaluated to determine what steps need to be taken which may include extending testing timelines, moving the release date, or finding other mitigations to timeline impacts.

2.2.3.12 Test Results in Reviews/Approval

The test team will report the test results to the Module Contractors, PMO, and the Department. The report will identify successes, failures, defects, and deviations of the expected results. The report will also identify risks, issues, and dependencies that could prevent successful implementation. The Department will provide the final approval of the test results and work products.

The exit criteria list for SIT and UAT is provided below. Any additional release-specific updates to this list should be documented in the Test Plan. This includes changes or additional thresholds that are approved by the Department.

2.2.3.13 SIT Exit Criteria

The SIT exit criteria conditions for MMIS Modernization Project are used to determine the completion of testing activities and readiness to go to the next phase. The following are the recommended conditions:

- All planned SIT test cases have been executed, and test results have been documented and approved
- No critical or significant severity defects are outstanding from SIT unless approved by the Department
- All outstanding moderate and minor severity defects from SIT are closed or triaged with an approved workaround and resolution timeframe approved by the Department

2.2.3.14 UAT Exit Criteria

The UAT exit criteria conditions for MMIS Modernization Project are used to determine the completion of testing activities and readiness to go to the next phase. The following are the recommended conditions:

- All planned UAT test cases have been executed, and test results have been documented and approved
- No critical or significant severity defects are outstanding from UAT unless approved by the Department
- All outstanding moderate and minor severity defects from UAT are closed or triaged with an approved workaround and resolution timeframe approved by the Department

2.2.3.15 Test Exit Checkpoint Meetings

Upon the completion of the test execution activities, testing teams will schedule and conduct an Exit Checkpoint Meeting to review the exit criteria. The Department will have final approval to exit the test level with the recommendations and input from the PMO, and Module Contractors.

3 Related Process/Deliverables

The following table lists processes or other contract deliverable documents that interact with, or have a relationship to, the TSD.

Related Processes/ Deliverables	Relationship
Release Management Plan	Coordinates tasks related to releases, including testing efforts
Integrated Master Schedule	Release testing schedule and progress are tracked in the IMS
Change Management Plan	Any changes to CR intake process and CR implementation process trigger TSD updates
Defect Management Plan	Helps coordinate defect efforts related to testing efforts
TFS User Guide	Test case process flows and additional step-by-step guidance on test case guidance for test case creation and test execution are approved in this document
Requirement Management Plan	RTM process mentioned in Requirement Management Plan will be used to generate UAT RTM.

Table 2: Related Processes and Deliverables

4 Roles and Responsibilities

The following table lists roles and responsibilities of various MMIS Modernization contractors required to support activities related to the TSD. The roles are indicated with a letter corresponding to the role, such as R for responsible. The letters used are explained in the following RACI Chart Legend table.

The Department has the final review, approval, and decision authority for all aspects of the MMIS Modernization project and is ultimately accountable for MMIS Modernization.

The PMO under the strategic direction of the Department is responsible to facilitate, support, or otherwise enable the Department.

Activity	Department	PMO	Module Contractors	*Legacy Contractor
Create SIT Test Plan	A	I	R	C**
Create UAT Test Plan	A	R	C	C
Review/Approve SIT and UAT Test Plans	A, R	C	I	I
SIT Test Case Writing	A, C	I	R	I
UAT Test Case Writing	A, C	R	C	I
Review/Approve SIT and UAT Test Cases	A, R	C	I	I
UAT Requirements Traceability Matrix	A, C	R	I	I
SIT Test Data Management	A, C	I	R	I
UAT Test Data Management	A, C	R	I	I
SIT Entrance Criteria	A	I	R	I
UAT Entrance Criteria	A	R	C	I
SIT Test Execution	A, C	C	R	I
UAT Test Execution	A, C	R	C	I
SIT Test Reporting	A, C	C	R	I
UAT Test Reporting	A, C	R	C	I
SIT Exit Criteria	A	I	R	I
UAT Exit Criteria	A	R	C	I
SIT and UAT Test Results Review/Approval	A, R	C	I	I

Table 3: Test Strategy Document RACI Chart

**The Legacy contractor role becomes obsolete when the MMIS Modernization Project enters the M&O Phase.*

***Depending upon their level of involvement, the Legacy Contractor's assigned RACI designations may be a "R" or "C".*

4.1 RACI Chart Legend

The following table defines the letter's meaning used in the table above to indicate level of responsibility for a task.

Term		Definition
R	Responsible	Actively working on completion of activities or goals
A	Accountable	Answerable for the activity or goal not getting completed
C	Consulted	Included in key decisions or activities to garner input and feedback
I	Informed	Notified of decisions or actions made

Table 4: RACI Chart Legend

5 Assumptions and Risks

Assumptions and risks to the MMIS Modernization program that are specific to the TSD are explained within this section.

5.1 Assumptions

- The requirements are available and approved prior to start test design activities.
- The test environment will be established and available during the schedule specified in the Test Plan in order to support test data preparation and test execution activities.
- Defects identified during test execution will be addressed according to the defect severity resolution timelines specified in the MMIS Modernization Defect Management Plan.

5.2 Risks

- Unforeseen delays in the completion of Development, Unit Testing, or System Integration Testing that affect the start date of test design or test execution activities. This includes open software defects, unavailability of functionality, unavailability of data (including converted data), and other issues affecting the testing environment.
- The Department's subject matter experts are not available to support testing activities such as test case reviews and approvals.
- Defects that require cross-module or cross-contractor resolution are not resolved timely.

6 Appendix

6.1 TSD Toolkit

The following table contains the name and document links in SharePoint for each supporting document that accompanies this TSD. Final template assets will be linked in the approved TSD stored on SharePoint.

Document Name
Test Plan Template
Test Case Report Example
Test Results Report Example

Table 5: TSD Toolkit documents

APPENDIX R

pennsylvania
DEPARTMENT OF HUMAN SERVICES

MMIS Modernization

Implementation Plan

Version 1.0

02/16/2022

Contents

1 Introduction 1
2 Approach 3
2.1 Steps to developing a Release Implementation Plan 3
2.1.1 Plan 4
2.1.2 Test (Table Top Exercises) 4
2.1.3 Approve (Implementation Readiness and Go/No-Go) 4
2.1.4 Execute 5
2.1.5 Review 5
3 Related Processes and Deliverables 7
4 Roles and Responsibilities 8
5 Assumptions and Risks 9
5.1 Assumptions 9
5.2 Risks 10
6 Appendix A 11
6.1 Release Implementation Plan Toolkit 11
7 Appendix B 12
7.1 Rollback Approach 12
7.2 Rollback Steps 12

Document History

The following table is a record of revisions made to this document. The table includes three columns. The first column identifies the date the document revisions were considered finalized and approved. The second column identifies the document version number, and the third column includes a brief description of the changes made to the document text.

Date	Version #	Description
11/12/2021	1.0	Initial Draft

A master list of acronyms used throughout this document is available in the MMIS Modernization Acronym and Abbreviation List document to be approved by the Department and saved in SharePoint.

1 Introduction

The MMIS Modernization Implementation Plan (MIP) is a comprehensive, adaptable, and repeatable implementation process that outlines the Department's approach to establishing an Implementation Plan framework for MMIS Modernization Projects. The MIP describes how the PMO coordinates with the Department, Module Contractors, and the Legacy Contractor to implement changes and new functionality from development into operations, in a coordinated manner.

A key part of a System Design Lifecycle (SDLC) is the implementation of an MMIS Modernization module or functionality. In a modular environment, a single change or implementation may not be limited to one Module Contractor, but is a coordinated effort between all affected Module Contractors.

The MIP is stored on SharePoint and provides supporting assets and templates for the Module Contractor in Appendix A for creation of their Release Implementation Plan deliverables below:

- Release Implementation Plan Template (RIP) - template to be completed by Module Contractors identifying the actionable tasks to be accomplished in a given release including external dependencies required for the implementation.
- Release Implementation Checklist Template (RIC) – a reusable list of key tasks that must be accomplished with every MMIS Modernization Module and release. The base template can be modified to include key tasks unique to a release.
- Release Notes Template – the template includes an overview of the release, new features, deprecated features, changes to operations processes and procedures, defect fixes to be addressed as applicable, known issues for the release, and customer support contact information. Release Notes will be completed for each module included in a release.
- Release Implementation Rollback Template (RIR) – the template is utilized to recommend a rollback including a summary of the cause and effect of the adverse issue. The RIR also includes a Rollback Readiness Checklist that details the steps necessary to rollback the release. The Module Contractor will complete the Rollback Readiness Checklist section of the RIR along with the Release Implementation Plan deliverables. The Rollback process flow and steps are documented in Appendix B.

The MIP and templates are shared and reviewed with all MMIS Module Contractors. During the review, the Department may agree to allow the new Module Contractor to enhance the templates to include different processes or infrastructure specific to their individual modules.

In order to inform and improve the MMIS Modernization implementations on an ongoing basis a Continuous Opportunity for Improvement (COI) process may be engaged after each implementation to refine the MIP and associated templates with lessons learned.

The following diagram depicts a high-level view of the Implementation Process flow:

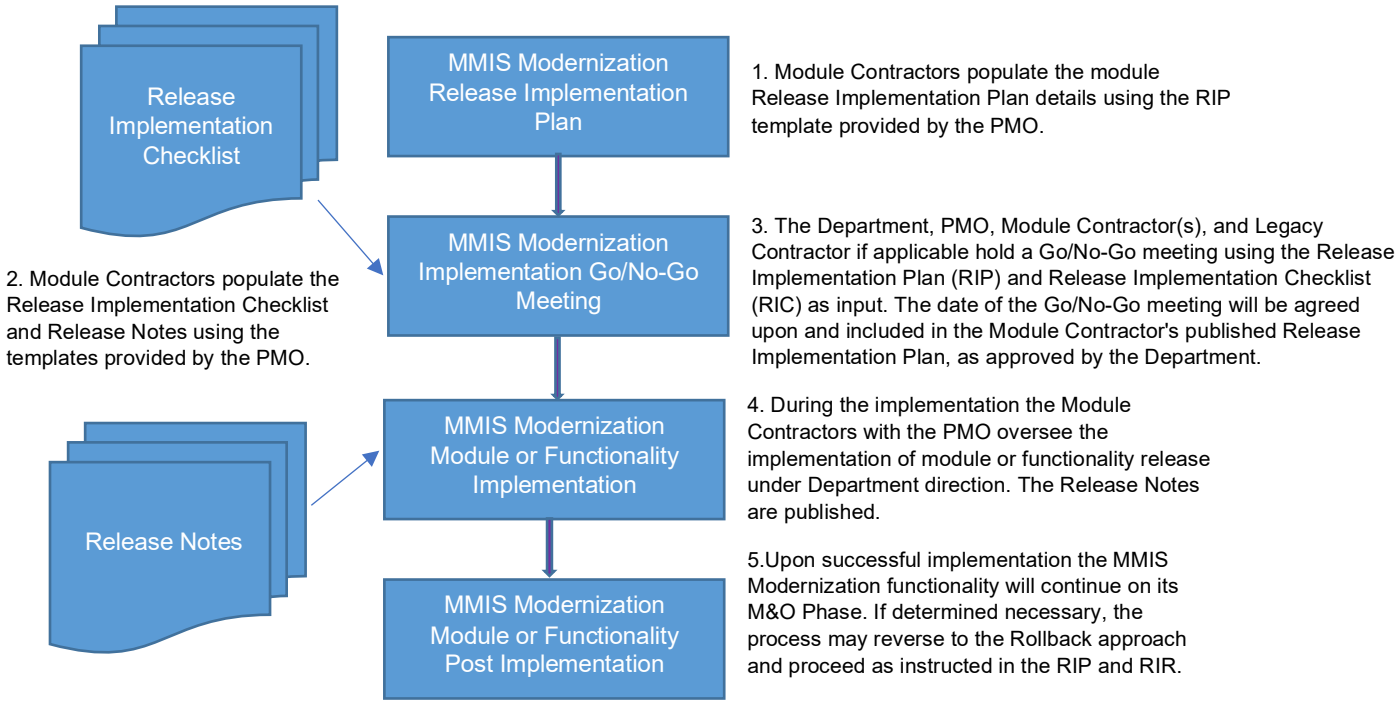


Figure 1: MMIS Modernization Implementation Process

Key tasks and dependencies listed in the Release Implementation Plan deliverables by the Module Contractor(s) and Legacy Contractor as applicable are incorporated into the Integrated Master Schedule (IMS) as required to ensure proper alignment and coordination. The Department will review and approve the Release Implementation Plan deliverables at least 60 days prior to the release or as mutually agreed upon and documented in the IMS.

2 Approach

The Module Contractor(s) will develop and execute implementation plans for each release, with each limited to the module or functionality being implemented as defined and approved by the Department.

For an implementation with multiple Module Contractors or the Legacy Contractor coordinating on a release with dependencies, the Primary Module Contractor, as designated by the Department, will be responsible for collaborating and building their Release Implementation Plan deliverables to include all information required including dependencies to seamlessly implement the release. This will also include the transition from the legacy system when onboarding a new MMIS Modernization Module.

The PMO will facilitate review and coordination as required collaboratively with the responsible MMIS Modernization Module Contractor(s) and Legacy Contractor. This will include functional Legacy to MMIS Modernization module comparisons, issue reporting and resolution reports in collaboration with each contractor. Established processes, plans, and delivery timetables related to this activity will be followed by the PMO, Module Contractors, and the Legacy Contractor.

2.1 Steps to developing a Release Implementation Plan

The development will follow a five (5) step process. This process, as shown below, is based on the Information Technology Infrastructure Library (ITIL) Release and Deployment process.

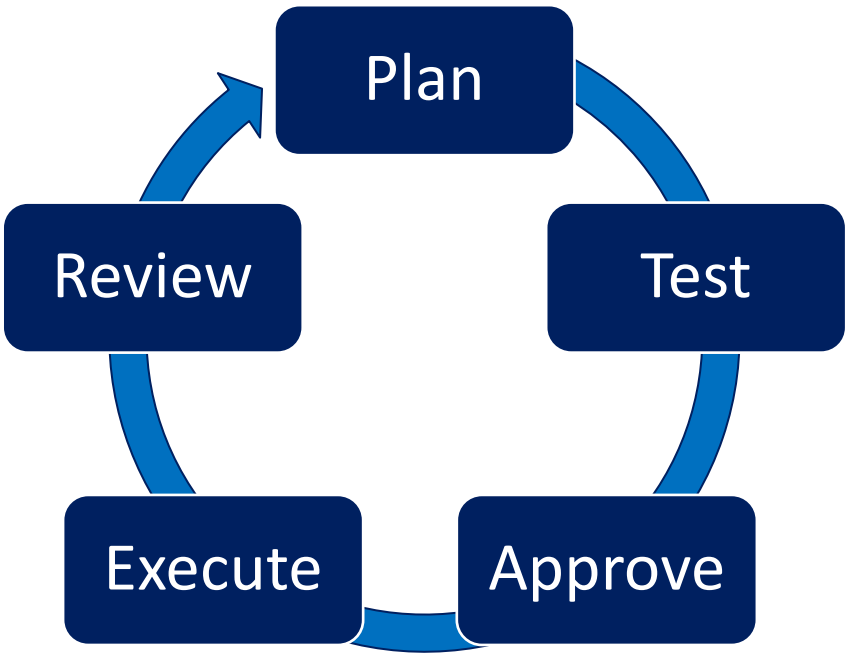


Figure 2: ITIL Release and Deployment Process

2.1.1 Plan

In Planning phase, the Department, PMO, Module Contractor(s), and Legacy Contractor as applicable discuss the upcoming module or functionality implementation. The PMO also provides an overview of the MIP as a guide for the Module Contractor to complete their Release Implementation Plan deliverables for the release as defined and approved by the Department.

The Module Contractor will deliver the initial draft version of their Release Implementation Plan deliverables based on the timeline in the approved IMS schedule.

2.1.2 Test (Tabletop Exercises)

For each release, the PMO reviews the completed Release Implementation Plan deliverables for completeness including dependencies between Module Contractor(s), the Legacy Contractor, and other stakeholders. The PMO and Department will then facilitate a meeting to walk through the completed plans, how components fit within the release, discuss timings and dependencies, and any concerns with all stakeholders to ensure understanding and alignment. The Release Implementation Plan deliverables may be updated as required and additional tabletop exercises may be necessary. The Department will review and approve the Release Implementation Plan deliverables after the completion of the tabletop exercises.

2.1.3 Approve (Implementation Readiness and Go/No-Go)

When the implementation of the release is approaching, the PMO reviews the implementation readiness of the module or functionality using the RIC. The PMO facilitates the review of items on the checklist with the Department and applicable Module Contractor(s) and Legacy Contractor. The PMO will follow up on items that are noted as not being addressed or in need of adjustment or follow-up.

All stakeholders with checklist items will be required to provide documentation attached to the RIC for validation by the PMO for completeness as part of implementation readiness.

Once the Department completes the implementation readiness assessment, the PMO schedules a Go/No-Go Meeting. This meeting includes representatives from each applicable Module Contractor(s) and Legacy Contractor that are familiar with the specific implementation.

During this meeting, the PMO facilitates a review of the RIP, RIC, and RIR where Module Contractor(s) and Legacy Contractor verify their readiness for the implementation to the Department. The PMO documents the notes and decisions from this meeting, as well as the final decision.

The Department makes the final Go or No-Go decision.

If a 'No-Go' decision is made, the PMO works with the Department, Module Contractor(s), and Legacy Contractor to address concerns before an additional meeting is scheduled.

In the event of a 'Go' decision, the PMO handles internal communication, and the Department handles external communication as per the Release Communication Plan.

2.1.4 Execute

During the execution phase the applicable Module Contractor(s) and the Legacy Contractor follow the task steps identified in the RIP runbook.

As part of an implementation, the Module Contractor(s) and Legacy Contractor prepares for any contingencies that can cause an unsuccessful implementation. In the event of an issue encountered during implementation, the Module Contractor(s) and Legacy Contractor will assess the situation that may lead to a rollback trigger event (RTE). The Module Contractor(s) and Legacy Contractor may decide to recommend to the Department to rollback the implementation to the immediately preceding version or continue with the current implementation and maintain functionality until a subsequent update release or system modification/fix resolves any working issues. In the event of a rollback, the affected MMIS Module Contractor(s) and Legacy Contractor will follow steps to address procedural, technical, and communication guidance to:

- Stop a software application or module release deployment,
- Suspend updates to and interactions with adversely impacted data, datasets, table-space, or database, and
- Cease impacted operations of specific functional software components and/or data to return the affected MMIS Modernization module or modules and processes to their last known good functional state or version.

In the event of an RTE as required by the Department, the Module Contractor(s) and Legacy Contractor will review and revise the RIR to include the rollback recommendation including a summary of the cause and effect of the adverse issue as well as validating the Rollback Readiness Checklist. The Rollback process steps are detailed in Appendix B.

2.1.5 Review

Following the implementation, the PMO conducts a Post-Implementation Meeting within five (5) business days of the planned implementation date. This meeting, attended by the Department, applicable Module Contractor(s), the Legacy Contractor, and other invited stakeholders discuss items such as:

- What was successful?
- What were the challenges?
- What improvements can be made for next time?

Following the meeting and at the conclusion of the release early support period, the PMO performs an assessment and documents the lessons learned (both successes and failures) along with outstanding issues from the implementation in the Post Implementation Assessment Report included in Appendix A. Any outstanding items from this report may prevent the Department from reviewing and approving the Module Contractor Closeout if required for the release. Items from the report are also reviewed for consideration and application in future implementations.

3 Related Processes and Deliverables

The following table lists processes or other contract deliverable documents that interact with, or have a relationship to, the Module Contractor Release Implementation Plan deliverables.

Related Processes/ Deliverables	Relationship
Integrated Master Schedule	Includes and tracks Release Implementation Plan deliverable related tasks.
Change Management Plan	The Release Implementation Plan deliverables will be updated in compliance with the Change Management Plan.
Quality Management Plan	The Release Implementation Plan deliverables will be updated in compliance with the Quality Management Plan.
Disaster Recovery Plan	The Release Implementation Plan deliverables will align with the Disaster Recovery Plan on a per-implementation basis.
Continuity of Operations Plan	The Release Implementation Plan deliverables will align with the Continuity of Operations Plan (COOP).

Table 1: Implementation Plan Related Process and Deliverables

4 Roles and Responsibilities

The following table lists the roles and responsibilities of various Module Contractors required to support activities related to the Implementation Plan. The roles are indicated with a letter corresponding to the role, such as R for responsible. The letters used are explained in the following RACI Chart Legend table.

The Department has the final review, approval, and decision authority for all aspects of the MMIS Modernization project and is ultimately accountable for MMIS Modernization.

The PMO under the strategic direction of the Department is responsible to facilitate, support, or otherwise enable the Department.

Depending on the scope of the implementation, the Legacy Contractor may have the same responsibilities as the Module Contractor(s) executing the RIP or RIR.

Activity	Department	PMO	Module Contractor(s)	*Legacy Contractor, as applicable
Develop and maintain MMIS Modernization Implementation Plan (MIP) and templates	A,C	R	I	I**
Submit Deliverables to the PMO for initial Review	A	I	R	I
Complete MMIS Release Implementation Plan deliverables	A,C	C	R	I, C
Review and Approval of Release Implementation Plan deliverables	A	C	R	I
Conduct Implementation Readiness Assessment	A,C	R	C	I, C
Implementation Go/No Go Decision	A,R	C	C	C
Implementation of Release	A,C	C	R	I, R
Complete Release Implementation Rollback (RIR) and Recommendation if applicable	A,C	C	R	I, C
Review and Approval of the completed RIR if applicable	A,R	C	C	I, C

Activity	Department	PMO	Module Contractor(s)	*Legacy Contractor, as applicable
Conduct RIR analysis if applicable	A,C	C	R	I
Rollback Go/No Go Decision if applicable	A,R	C	C	C
Rollback Module or Functionality if applicable	A,C	C	R	A, R
Documentation of Lessons Learned	A,C	R	C	I, C

Table 2: Implementation Plan RACI Chart

** The Legacy Contractor role may become obsolete when the MMIS Modernization Project enters the M&O phase.*

*** Depending upon their level of involvement, the Legacy Contractor assigned RACI designations may be a "R" or "C".*

RACI Chart Legend

The following table defines the letter's meaning used in the table above to indicate the level of responsibility for a task.

Term		Definition
R	Responsible	Actively working on completion of activities or goals
A	Accountable	Answerable for the activity or goal not getting completed
C	Consulted	Included in key decisions or activities to garner input and feedback
I	Informed	Notified of decisions or actions made

Table 3: Implementation Plan RACI Chart Legend

5 Assumptions and Risks

Assumptions and risks to the MMIS Modernization Project that are specific to the Release Implementation Plan deliverables are explained within this section.

5.1 Assumptions

- All MMIS Modernization stakeholders will understand and comply with implementation planning, coordination, and execution against the MMIS Modernization Implementation Plan guidelines. It is mission-critical and incumbent upon all MMIS Modernization stakeholders to understand their implementation responsibilities in the MMIS Modernization project.

- Module Contractor(s) will populate the Release Implementation Plan deliverable templates at a Department/Module Contractor agreed upon date and time in advance of the set submission date. The Module Contractor participates with resources that are familiar with the future releases at implementation meetings. In addition, Module Contractor resources are available for questions and clarifications regarding items in the completed Release Implementation Plan deliverables.

5.2 Risks

- Contractor-stakeholders unprepared: To help mitigate this risk, the PMO will co-ordinate with the Module Contractor(s) and Legacy Contractor to address gaps for compliance. Additionally, the PMO will work with the Department to assist in managing a pathway or steps to bring the Module Contractor's Release Implementation Plan deliverables in compliance in a timely manner.
- Untimely or lack of appropriate communications: To help mitigate this risk, the PMO will work with the Department and Module Contractor(s) and Legacy Contractor to evaluate communications paths and address roadblocks or challenges. In addition, the PMO will update the lessons learned and the training required for future communications.
- Unclear Command and Communications: To help mitigate this risk, the PMO will work with Module Contractor(s) and Legacy Contractor to help define the chain of command, including any missing elements (phone number, emergency backups, etc.), in a well-documented format. In addition, the PMO will assist Module Contractor(s) and Legacy Contractor with different scenarios to identify missing points of contact, based on testing of the Release Implementation Plan deliverables.

6 Appendix A

6.1 Release Implementation Plan Toolkit

The table below contains the name and document links of the supporting documents that accompanies this MMIS Modernization Implementation Plan (MIP).

Document Name
Release Implementation Plan Template
Release Implementation Plan Checklist Template
Release Implementation Rollback Template
Release Notes Template

Table 4: Implementation Plan Toolkit

7 Appendix B

7.1 Rollback Approach

In the event of the need for rollback during the implementation, the Department will follow the approach and steps outlined below.

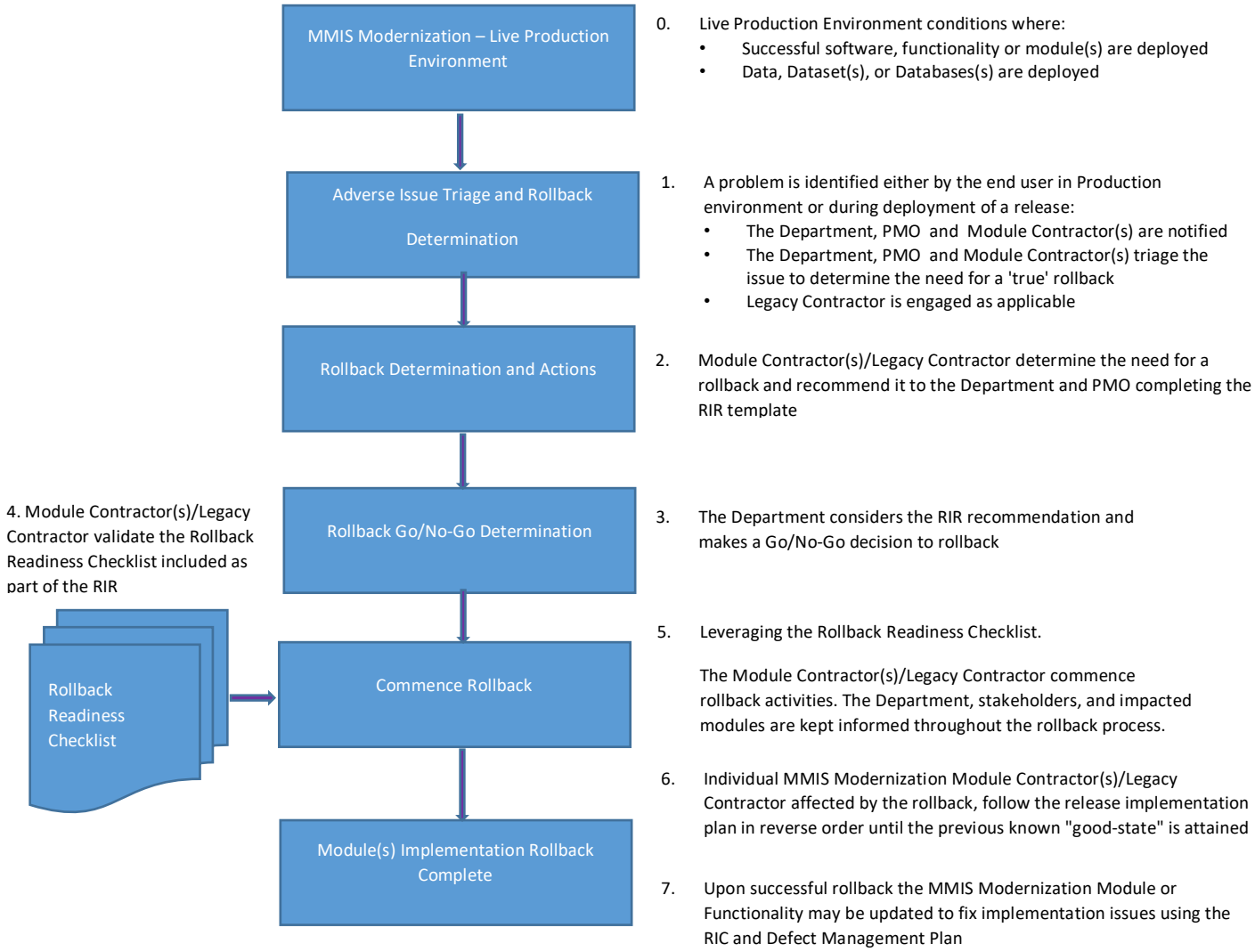
The PMO coordinates and monitors implementation activities for stoppages, issues, and defects through the timeframe. The Department and PMO will handle the communication among Module Contractor(s), the Legacy Contractor, and stakeholders.

7.2 Rollback Steps

The MMIS Modernization Rollback Process described and illustrated below lays out the sequential status and process tasks that need to be executed to complete a release Rollback.

Steps 0 through 7, describe the MMIS Modernization rollback status and processes that the Department will work within as rollback tasks. The PMO coordinates all associated rollback activities of the impacted Module Contractors and Legacy Contractor. These procedures can be modified as needed to adapt appropriately to the circumstances at hand, upon review and approval of the Department.

The following diagram depicts a high-level view of the MMIS Modernization Rollback Process logical flow (cross-referenced by number to Steps 0 through 7):



Step 0 - MMIS Modernization "Live" Production Environment

Figure 3: MMIS Modernization Rollback Process Logical Flow

When an issue has resulted in an apparent adverse impact to normal operations of the production environment, the implementation team should determine the current live production state. The source of the issue, whether it is software and/or data related, and the adverse impact(s) and risk(s) may yet to be determined.

Step 1 – Adverse Issue Triage and Rollback Determination

A systematic assessment is compiled of the cause, effects, impacts, risks, and likely adverse outcomes of the RTE. A triage process and assessment of the adverse issue is performed by the associated Module Contractor(s) in coordination with the PMO. If it is determined that a software and/or data rollback is recommended to resolve the immediate issue, Module Contractor(s) and Legacy Contractor will inform the Department and the PMO of an adverse issue and move forward with the documentation of the RIR. Legacy Contractor(s) will be engaged as applicable.

During this process, the Module Contractor(s) will follow all established procedures for keeping the PMO informed of progress and status. The PMO will continue to monitor and coordinate the process – as well as validate the RTE and necessity of any rollback recommendations.

Step 2 – Create an RIR

When a collaborative determination has been made by the PMO, and other impacted Module Contractor(s) that the recommendation is to rollback, a RIR is generated which includes a written rollback recommendation by the Module Contractor(s) for:

- A partial rollback to the point where the module and/or data can continue to operate within the current release until further resolution

  or

- A full rollback to the point of the last known “good state” of the affected module.

The RIR will state a summary of the cause and effect of the adverse issue and a detailed description of the steps needed to rollback as recommended with an associated Rollback Readiness Review Checklist.

Step 3 – Rollback Go/No-Go Determination

Upon receiving the RIR, the Department will review and make the final determination to roll back after conducting a Go/No-Go rollback meeting. This go-no-go meeting will include the Department, the PMO, and any impacted Module Contractor(s), or Legacy Contractor at the discretion of the Department.

Should the Department ultimately decline the Rollback Recommendation in the RIR, other remedies may still be necessary. In this scenario, such corrective actions would be outside the scope of the MMIS Modernization Rollback approach.

Step 4 – Execute Rollback Readiness Checklist

The Rollback Readiness Checklist in the RIR lists key tasks that must be accomplished to ensure that rollback tasks have been completed successfully. This checklist will be used by the Module Contractor(s) and Legacy Contractor, the PMO, and the Department to measure progress and completion of rollback tasks, activities, and validations throughout the rollback process.

Step 5 – Commence Rollback

Under the Department's strategic leadership, the PMO coordinates all rollback activities and status/progress updates and contingencies which will include:

- Facilitate status/progress meetings
- Compile status updates from the impacted Module Contractor(s) and Legacy Contractor
- Keep the Department informed
- Coordinate additional contingencies when needed throughout the course of the rollback

Step 6 – Rollback Complete

All Module Contractor(s) and Legacy Contractor participating in rollback activities will ensure and attest that they have followed procedures and have documented all evidence-based results.

Additional guidance may be provided by the PMO at the direction of the Department as needed. These activities can include, but may not be limited to:

- The Module Contractor(s) and Legacy Contractor will provide documentation (evidence) that the rollback is successful relative to their impacted module and/or data (i.e., before and after tests and data).
- Impacted Module Contractor(s) and Legacy Contractor will follow the coordination and guidance of the PMO, and any additional strategic and direction from the Department, for the duration of the rollback process.

Step 7 - Return to Normal Operations at Point of Previous "Good State"

The Department, with assistance from the PMO, will evaluate, oversee, and make the final declaration of success of return to post-rollback MMIS Modernization normal operations, to the point in time just prior to the RTE.

At this time the MMIS Modernization returns to pre-RTE M&O production status.

APPENDIX S

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DEPARTMENT OF HUMAN SERVICES

MMIS Modernization

Release Management Plan

Version 1.0

02/16/2022

Contents

1 Introduction 2
1.1 In Scope 2
2 Approach 3
2.1 Release Initiation 4
2.2 Release Build 5
2.3 Release Deployment 6
2.4 Release Early Support 7
2.5 Release Closure 8
2.6 Maintenance and Operations 9
3 Related Process and Deliverables 9
4 Roles and Responsibilities 10
5 Assumptions and Risks 11
5.1 Assumptions 12
5.2 Risks 12
6 Appendix 13
6.1 Appendix A: MRMP Toolkit 13

Document History

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Date	Version #	Description
02/16/2022	1.0	Initial MMIS Modernization Project Plan

A master list of acronyms used throughout this document is available in the MMIS Modernization Acronym and Abbreviation List document to be approved by the Department and saved in SharePoint.

1 Introduction

The Modernization Release Management Plan (MRMP) defines how Department projects and associated releases flow and will be managed from initiation through development, implementation, and into the maintenance and operations phase (M&O). It also serves as a leading practice guide for the Department, the Project Management Office (PMO), Module Contractors, the Legacy Contractor, and other project stakeholders.

In a modular environment, a single change or implementation is not limited to one Module Contractor, but a coordinated effort between all affected Module Contractors. The MRMP process will be used to manage and coordinate releases for MMIS Modernization.

All projects will be initiated by Change Control Board (CCB) approval. Once approved each project/change request will be reviewed by the Release Planning Committee engaged in Department strategic release planning to schedule the release(s) for inclusion in the BDCM Strategic Runway.

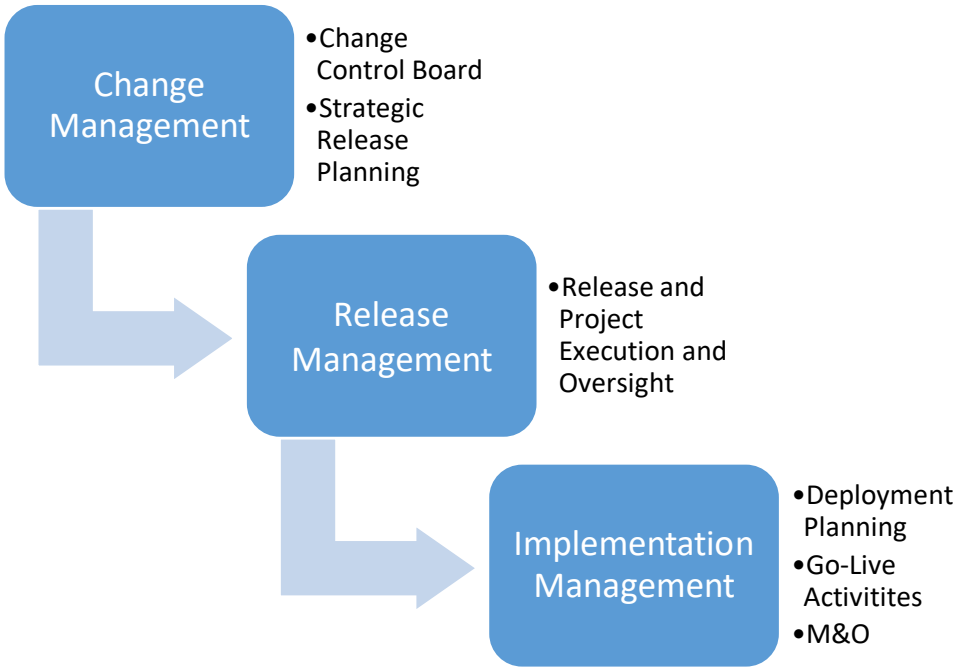

Figure 1: Release Management Plan - Department Project and Release Flow

1.1 In Scope

The PMO will coordinate a review of the current MRMP with Module Contractors as they are on-boarded. The MRMP is not meant to prescribe how a Module Contractor handles their internal product release management strategy. That will be documented in the Release Management Plan (RMP) using the template provided. The RMP will be

reviewed and approved based on the deliverable review process discussed with each Module Contractor. The RMP will be consulted throughout the Department strategic release planning process and will help to coordinate product roadmap updates and operational releases with Department priorities and initiatives.

The MRMP provides a template to the Module Contractor in Appendix A for creation of their release management deliverable:

- Release Management Plan Template (RMP) – The Release Management Plan Template provides detailed information on the software components leveraged, COTS product configurability, as well as the Module Contractor internal release management and configuration management strategy. The plan also focuses on the overall approach to maintenance and operations including a detailed runbook describing operational processes used in production operations. The Module Contractor's RMP will support the MRMP, the Change Management Plan, and other plans in the planning and execution of projects and associated releases into the production environment.

2 Approach

The MRMP is a framework that will provide a release management standard for the Department and Module Contractors to follow when managing projects and associated releases throughout the MMIS Modernization project. The MRMP will evolve over time as required and will also include a matrix describing the plan's relationship to other MMIS Modernization program plans.

The release management processes described in the MRMP are based on best practices defined in the Information Technology Infrastructure Library's (ITIL) Information Technology Service Management (ITSM) framework. These best practices set the foundation for a well-defined, structured release management process aimed at improving quality and reducing disruption to the Department's business activities. Using the ITIL framework is also beneficial as it is widely recognized in IT delivery so that Module Contractors and the Department should be familiar with the terminology and processes. The ITIL framework should reduce confusion when onboarding Module Contractors and when operating the MRMP along with the Department.

The MRMP approach is to plan, coordinate, and manage releases from inception to operations with as little risk and disruption to the business as possible. As part of that approach, the PMO will work with the Department to identify MMIS Modernization stakeholders, their roles, and responsibilities as they relate to release activities.

All projects and releases will be monitored, and progress reported to the Department on an ongoing basis and will be discussed during the Project Health Check Meeting. The

Release Planning Committee will also review release schedules weekly at the Release Planning meeting. Requested changes that impact approved release schedules or a change in scope that has been escalated will go to the MMIS Modernization CCB meeting for additional discussion and review.

The figure below shows the relevant processes for Release and Deployment Management and their relationship to each other. These processes will be further described later in this document.

Figure 2: Release Management Plan - Processes and Flow

2.1 Release Initiation

Release initiation will focus on initial project planning and collaboration between the Department, the PMO, Module Contractor, and other stakeholders in defining the overall scope of the project and associated release(s). The table below documents the inputs, outputs, and related process steps for the release initiation process.

Throughout the project, The PMO will help organize, manage, and provide oversight to enable project success starting with Release Initiation by:

- Creating agreement among the Department leadership and project team, Module Contractor (s), the Legacy Contractor, and external stakeholders on the goals of the project and release(s) and common processes.
- Facilitating an environment for clear communication between all stakeholders and provide clear and consistent reporting.
- Controlling scope and minimizing risks.
- Defining a baseline plan and schedule per the IMS Plan that shows the overall path with clear responsibilities for all stakeholders, including timelines and delivery dates for each specific task, deliverable, milestone, and dependency.
- Providing consistent and accurate data updates.
- Identifying late tasks, delays, resource constraints, and other potential impacts.

Release Initiation		
Inputs	**Process Steps**	**Outputs**
CCB Approval Module Contractor Software Product Release Schedules Existing and Future Module Impacts or Dependencies High-Level Release Plan from Release Planning Committee	Facilitate Kick-off Meeting Lead Collaborative Planning (All Stakeholders) Participate in Risk Identification/Mitigation Develop Draft Schedule Obtain Department Schedule Approval Baseline the Schedule	Project Scope Document Project Notebook Detailed Baseline Schedule Risks and Proposed Risk Mitigations for Risk & Issue Committee Review

Table 1: Release Management Plan - Release initiation Inputs, Outputs, and Processes

2.2 Release Build

With the release initiation finalized, project teams will start gathering requirements, designing, and building the module changes to meet the requirements for release.

During this development and validation phase, work and tasks are tracked against the baseline schedule. This includes all work products required to deliver a quality release to Production. Whether it is steps to prepare the system (requirements, construction, test case development, data conversion) or tasks to prepare the organization (training materials, user manuals).

Release validation is the most crucial step to release management because of the amount of data collected and fixes required in order to get the build to where it needs to be for the official implementation.

Release validation is part of an iterative process. As defects are identified, the team goes back to the drawing board to fix the issues and redesign the build for greater

integrity. This process is detailed in the Defect Management Plan. The build must pass the validation stages to be considered for implementation and release.

Release Build		
Inputs	**Process Steps**	**Outputs**
Baseline Schedule Task Status Updates (new tasks, updated duration, and updated effort.) Risks and Issues Change Requests	Facilitate Status Meetings (Ongoing) Conduct Deliverable QA Reviews (Ongoing) Oversee Certification Evidence Capture if applicable	Status Updates BDCM Runway Updates Business Design Document (BRD) System Requirements Document (SRD) System Design document (SDD) Requirement Traceability Matrices Release Communication and Training Plan Test Plans and results

Table 2: Release Management Plan - Release Build Inputs, Outputs, and Processes

2.3 Release Deployment

The Release Deployment process manages all builds and components into the live production environment. It also ensures that go live enablement activities are conducted to prepare the organization for the impact the deployment will have on the business. The primary tool utilized to capture the results of this process is the Release Implementation Checklist. This document will capture approvals and record that critical tasks have been completed and validated.

Release Deployment		
Inputs	**Process Steps**	**Outputs**
Baseline Schedule Task Status Updates Testing Results Data Conversion Go/No-Go Approvals	Release Implementation Planning and Validation Facilitate Status Meetings (Ongoing)	Release Implementation Plan (RIP) Status Updates Validated Release Implementation Checklist (RIC) Release Notes

Table 3: Release Management Plan - Release Deployment Inputs, Outputs, and Processes

2.4 Release Early Support

Early Life Support processes are defined to ensure a smooth transition to operations. The primary goals during the Early Support process are listed below.

- Ensure appropriate support staff remains engaged to support initial operations.
- Resolve operational issues quickly during the initial period after release deployment and remove any remaining errors or deficiencies.

Early Life Support		
Inputs	**Process Steps**	**Outputs**
Known Issues List	Facilitate Status Meetings (Ongoing) Enable Early Life Support Conduct Initial Release Assessment Meeting	Status Updates New Known Issues

Table 4: Release Management Plan - Early Life Support Inputs, Outputs, and Processes

2.5 Release Closure

Following a formalized closure for releases ensures that the tasks to reallocate resources, update documentation, and log that appropriate change requests have been completed. Failing to execute these tasks can lead to repeating the same errors in future releases as well as requests for change being lost or overlooked. The following activities should be included in Release Closure:

- Formally close release after verifying Service Level Agreements (SLAs) and logs.
- Ensure all appropriate repositories are up to date.
- Validate that the Disaster Recovery (DR) and Continuity of Operations (COOP) Plans are updated as necessary.

Release Closure		
Inputs	**Process Steps**	**Outputs**
Known Issues List and plan to resolve	Conduct Implementation Assessment Conduct Release Closure Meeting	Status Updates Post Implementation Assessment Report Issue Resolution Plan Close Out Plan Department Close Out Approval Process Plan Updates Lessons Learned Documentation

Table 5: Release Management Plan - Release Closure Inputs, Outputs, and Processes

2.6 Maintenance and Operations

The M&O phase is defined as the period beginning after the release has been deployed and meant to document the day-to-day operational business and functional processes from a Module Contractor and Department perspective.

The PMO will assist the Department in their monitoring the day-to-day functional business operations of MMIS Modernization and Module Contractor activities throughout the M&O phase.

3 Related Process and Deliverables

The following table lists processes or other key deliverable or process documents that interact with, or have a relationship to, the MRMP.

Related Processes and Deliverables	Relationship
Integrated Master Schedule (IMS)	Is the single source of truth for up-to-date detailed release scheduling.

Defect Management Plan (DMP)	Defects that are deferred to a future release will need to be included in a subsequent release.
Release Implementation Plan (RIP)	This plan describes the detailed steps that must be followed to deploy software and configurations to the production environment. It is also where the Implementation Checklist is stored.
Disaster Recovery Plan (DR)	As new releases are delivered to the production environment, the appropriate DR Plan should be updated to account for new modules or features that should be involved in annual testing. This may require multiple DR Plans to be updated depending on the scope of the release.
Continuity of Operations Plan (COOP)	As new releases are delivered to the production environment, the COOP Plan should be updated to address how continuity of operations will be maintained. This may require multiple COOP plans to be updated depending on the scope of the release.
Change Management Plan (CMP)	As changes are identified during the management of a release, they will be handled as described in the CMP.
Closeout Plan (MCOP)	As releases are completed an implementation assessment occurs leading to a Module Contractor Issue Resolution Plan before the Department approves the Closeout Plan.

Table 6: Release Management Plan - Related Processes and Deliverables

4 Roles and Responsibilities

The following table lists the roles and responsibilities of various Module Contractors and the Legacy Contractor required to support activities related to the MRMP. The roles are indicated with a letter corresponding to the role, such as R for responsible. A RACI Chart Legend follows the RACI Chart.

The Department has the final review, approval, and decision authority for all aspects of the MMIS Modernization project and is ultimately accountable for MMIS Modernization.

The PMO under the strategic direction of the Department is responsible to facilitate, support, or otherwise enable the Department.

Activity	Department	PMO	Module Contractors	*Legacy Contractor
Complete Release Management Plan (RMP)	A	C	R	R**
Approve Release Management Plan (RMP)	A	C	R	R**
Release Status Reporting	A	R	R	R**
Release Initiation	A	R	R	R**
Release Build	A	R	R	R**
Release Deployment	A	R	R	R**
Release Early Life Support	A	R	R	R**
Release Closure	A	R	R	R**
M&O	A	R	R	R**

Table 7: Release Management Plan - RACI Chart

** The Legacy contractor role may become obsolete when the MMIS Modernization Project enters the M&O phase.*

*** Depending upon their level of involvement, the Legacy Contractor's assigned RACI designations may be a "R" or "C".*

RACI Chart Legend

Term		Definition
R	Responsible	Actively working on completion of activities or goals
A	Accountable	Answerable for the activity or goal not getting completed
C	Consulted	Included in key decisions or activities to garner input and feedback
I	Informed	Notified of decisions or actions made

Table 8: Release Management Plan - RACI Chart Legend

5 Assumptions and Risks

Assumptions and risks to the MMIS Modernization, specific to the MRMP, are covered in this section.

5.1 Assumptions

- Each Module Contractor will assign one primary contact and one backup contact for release management discussions.
- The PMO, Module Contractors, the Department, and the Legacy Contractor will come to a common agreement to follow the release management process described in this document.

5.2 Risks

- The Module Contractor, Legacy Contractor, or other stakeholders are not prepared to promote the releases and functionality into the M&O phase as scheduled.

6 Appendix

6.1 Appendix A: MRMP Toolkit

The table below contains the release management templates that will be used to manage releases into maintenance and operations.

Document Name
Release Management Plan Template

Table 9: Release Management - Plan Toolkit

APPENDIX T

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DEPARTMENT OF HUMAN SERVICES

MMIS Modernization

Closeout Plan

Version 1.0

02/16/2022

Contents

1 Introduction 1
2 Approach 3
3 Related Processes and Deliverables 4
4 Roles and Responsibilities 5
5 Assumptions and Risks 7
5.1 Assumptions 7
5.2 Risks 7
6 Appendix A – Closeout Plan Toolkit 8

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Date	Version	Description
02/16/2022	1.0	Initial MMIS Modernization Project Plan

A master list of acronyms used throughout this document is available in the MMIS Modernization Acronym and Abbreviation List document to be approved by the Department and saved in SharePoint.

1 Introduction

The MMIS Modernization Closeout Plan (MCOP) describes the processes necessary to facilitate closeout activities of an MMIS Modernization release. Closeout activities help ensure that modules meet operational requirements after implementation, and that all outstanding issues are addressed before the Department approves module components to transition to M&O.

After each release implementation, the Program Management Office (PMO) creates a Post Implementation Assessment (PIA) Report, which will consolidate identification of all problems found during the Implementation, any operational items that could be impacted, and observations or recommendations that should be incorporated into continuous improvement discussions on the release rollout process. The PMO will facilitate discussions to capture items for the PIA, and will include assessment of phases throughout the development lifecycle.

The module contractor(s) must review the Post-Implementation Assessment report and develop issue resolution plans, strategies, and recommendations for future rollouts to prevent issue recurrences. The Module Contractor's Issue Resolution Plan (IRP), identifying a resolution for any items that are contained in the PIA, will be submitted to the Department for review and approval. Legacy Contractors may participate in release activities, but will not provide closeout-related plans or work products.

Multiple Module Contractors may participate in an implementation as illustrated in Figure 1. All Module Contractors who have associated issues or observations in the PIA will create an IRP.

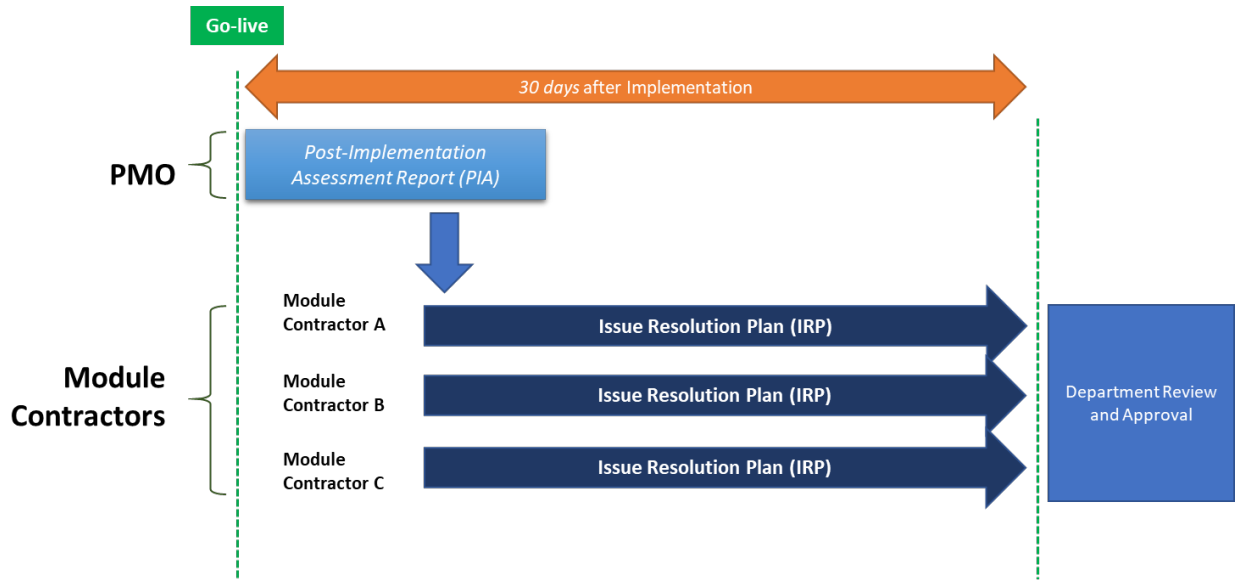

Figure 1: Closeout Plan - Multiple Module Contractor IRP

The Department will review the IRP to confirm that all issues and observations have acceptable resolutions or responses. For application issues requiring a code or configuration fix, this may include scheduling a subsequent defect release according to the process described in the Change Management Plan.

2 Approach

The following templates are included in the MCOP Toolkit:

- **Post Implementation Assessment (PIA) Template -** The PMO will document implementation issues and observations encountered after go-live using the PIA. The PIA will include items related to code defects, configuration, operational issues, and other observations for continuous improvement.
- **Issue Resolution Plan (IRP) Template –** The Module Contractor will document the resolution for each item documented in the PIA.

  The IRP will also include a list of outstanding risks, issues, and action items encountered during resolution. This list will also indicate the mitigation for each risk, the resolution for each issue, and plan for closure of any outstanding action items.

  The Department will evaluate the IRP and provide acceptance that acknowledges that all SDLC activities for the release were completed, deliverables and documentation have been submitted and accepted by the Department, and all IRP issues and observations have been resolved.

  If needed, and with approval from the Department, Module Contractors can tailor the template to accurately reflect the individual contractor's module.

The location for the PIA, and IRP Templates are provided in *Appendix A – Closeout Plan Toolkit*.

3 Related Processes and Deliverables

The following table lists processes and documents that will interact with, or have a relationship to, the Closeout Plan.

Related Processes/ Deliverables	Relationship
Release Implementation Plan	Module closeout activities track directly to the Implementation Plan and successful delivery of associated work products such as the RIP and RIC.
Integrated Master Schedule	Includes and tracks closeout-related tasks and activities such as the creation of the PIA and IRP.
Quality Management Plan	The MCOP processes and activities will comply with and follow all Quality Management Plan guidance and participate in any remediation activities as appropriate.

Table 1: Closeout Plan - Related Process and Deliverables

4 Roles and Responsibilities

The following table lists the roles and responsibilities of various Module Contractors required to support activities related to the MCOP. The roles are indicated with a letter corresponding to the role, such as R for responsible. The letters used are explained in the following RACI Chart Legend table.

The Department has the final review, approval, and decision authority for all aspects of the MMIS Modernization project and is ultimately accountable for MMIS Modernization.

The PMO under the strategic direction of the Department is responsible to facilitate, support, or otherwise enable the Department.

Activity	Department	PMO	Module Contractors	*Legacy contractor
Develop and Maintain the MCOP and associated templates	A	R	C	I
Create PIA Report	A	R	I	I
Create IRP	A	C	R	I, C
Approve IRP	A, R	C	I	I

Table 2: Closeout Plan RACI Chart

** The Legacy contractor role becomes obsolete when the MMIS Modernization Project enters the M&O phase.*

*** Depending upon their level of involvement, the Legacy Contractor's assigned RACI designations may be a "R" or "C".*

RACI Chart Legend

The following table defines the letter's meaning used in the table above to indicate the level of responsibility for a task.

Term		Definition
R	Responsible	Actively working on completion of activities or goals
A	Accountable	Answerable for the activity or goal not getting completed
C	Consulted	Included in key decisions or activities to garner input and feedback
I	Informed	Notified of decisions or actions made

Table 3: Closeout Plan RACI Chart Legend

5 Assumptions and Risks

Assumptions and risks to the MMIS Modernization program that are specific to the MCOP are documented in this section.

5.1 Assumptions

- The Department and all MMIS Modernization stakeholders understands and complies with the MCOP processes and associated guidelines
- The Department and all MMIS Modernization stakeholders understand their role and responsibilities in the closeout process.
- Resources and tools needed to manage the closeout process (such as SharePoint and other tools) are functional and available.

5.2 Risks

- Module Contractors are unprepared and unfamiliar with the closeout process: To help mitigate this risk, the PMO will be available to work with Module contractors and provide guidance on the closeout process.
- Untimely or lack of appropriate communications: To help mitigate this risk, the PMO will work with the Department and Module Contractors to evaluate communications paths and address roadblocks or challenges. In addition, the PMO will update the lessons learned and the training required for future communications.
- Unclear Command and Communications: To help mitigate this risk, the PMO will work with module contractors to help define the chain of command, including any missing elements (phone number, emergency backups, etc.), in a well-documented format. Also, the PMO will assist module contractors with different scenarios to identify missing points of contact based on a review of the Communications Plan and associated documents.

6 Appendix A – Closeout Plan Toolkit

The following contains the name of each supporting document that accompanies the MCOP.

Document Name
Post Implementation Assessment (PIA) Report Template
Issue Resolution Plan (IRP) Template

Table 4: Closeout Plan - Toolkit

APPENDIX U

MMIS Modernization

Change Management Plan

Version 1.0

02/16/2022

Contents

1 Introduction 1
2 Initiate Change Request 1
3 Change Control Board 3
3.1 CCB Change Request Process 4
4 Release Planning 5
4.1 Release Naming Standards 7
4.2 BDCM Strategic Runway 8
5 Related Process and Deliverables 10
6 Roles and Responsibilities 11
7 Assumptions and Risks 13
7.1 Assumptions 13
7.2 Risks 13
8 CMP Toolkit 13

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Date	Version #	Description
2/16/2022	1.0	Initial MMIS Modernization Project Plan

A master list of acronyms used throughout this document is available in the MMIS Modernization Acronym document saved in the SharePoint folder.

1 Introduction

The Change Management Plan (CMP) and framework outlines the orderly and effective procedures and processes for initiating a Change Request (CR), managing change in the Change Control Board (CCB), and Release Planning (RP).

The CMP will be used for scope changes as well as approval of Module Contractor maintenance releases and be used to coordinate the planning and deployment of changes across MMIS Modernization Projects for production changes.

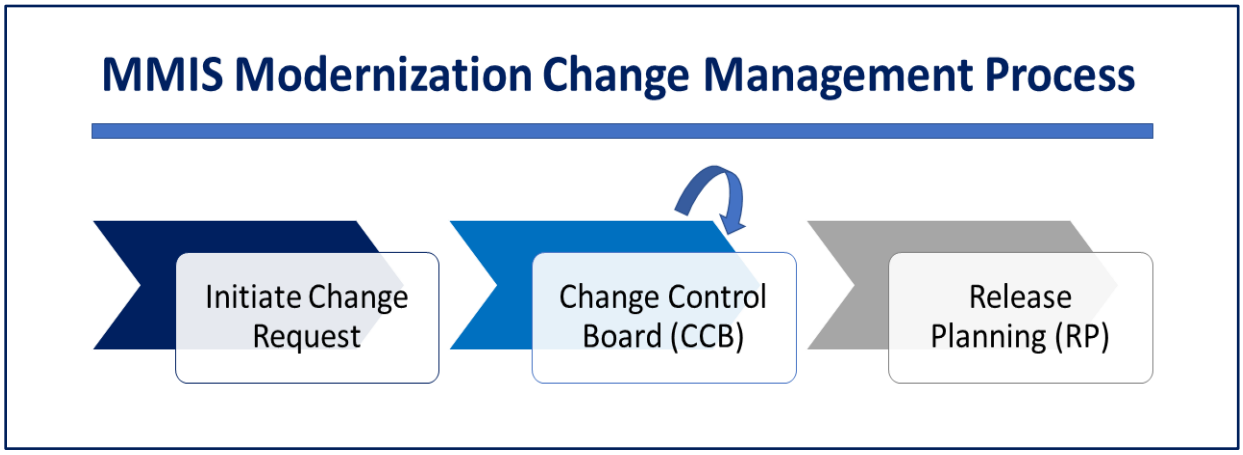

Figure 1: Change Management Plan - MMIS Modernization Change Management Process

A change is initiated when a CR is opened in TFS. The completed Change Request form is attached to the Work Item in TFS. The Work Item with the attached CR form will be added to the next CCB agenda for discussion when all necessary information is present. The CCB will determine if a CR is approved for estimation and release planning. Once a CR is approved by the CCB, the CR is referred to the Release Planning meeting for assignment to a release based on Department priorities and bandwidth along with tighter control of dependencies between Module Contractor(s), the Legacy Contractor, and other stakeholders.

The CMP also identifies the roles for the Initiate Change Request, CCB, and RP processes in facilitating CRs for MMIS Modernization modules or functional changes requested by the Department or Module Contractor(s).

2 Initiate Change Request

To initiate a CR, the requestor documents the CR details using the Change Request Template and attaches it a new work item in TFS. CRs can be initiated by the Department, Module Contractor, or the Operational Leadership which is submitted to the CR Manager for review.

The CR Form will capture the required information including a change details and business description. The TFS Work item and attached CR Form provides information to CCB to determine if the request can be approved and be escalated for release planning considerations. The table below describes the processes, and the figure pictorially represents the flow. Refer to Section 9: CMP Toolkit for the CR Template and instructions.

Process	Description
Requestor Initiates CR Process	Any stakeholder can identify a change and initiate the CR process. A CR may have project, functional, or schedule impacts that need to be tracked and approved by the Department. A project impact example is a change to deliverables, such as the MMIS Modernization change in scope of deliverables (level of detail in SDD, BRD, etc.) A functional impact example is a change in the MMIS Modernization Provider Module. A schedule impact example is a proposed change to a key milestone project date. The CR form should be submitted as an attachment to the work item in TFS. A completed CR form must be submitted for each change request.
Completes CR Form	The submitter completes the Change request form with all the required information.
Enter CR Information into TFS	The Requestor follows the TFS User Guide instructions to enter the CR information into TFS and attaches completed CR Form pdf. The Requestor assigns TFS Work Item to the Department's CR Manager to let them know that the form is ready for submission. Additional documentation can be attached to the TFS Work Item to help give the CR more context for CCB.
CR Manager Reviews TFS Work Item as well as attachments	The CR Manager will review TFS Work item for completeness including all attachments. The CR Manager verifies that all of the required information is present prior to submission to the CCB. If is not completed with accuracy, then the CR Manager reassigns the Requestor that there are corrections necessary.
CR Manager moves the request to CCB	Once the CR Manager verifies the TFS Work Item with the CR attached is completed accurately; they will add the TFS Work Item to the agenda of the next CCB meeting.

Table 1: Change Management Plan - Initiate Change Request Process

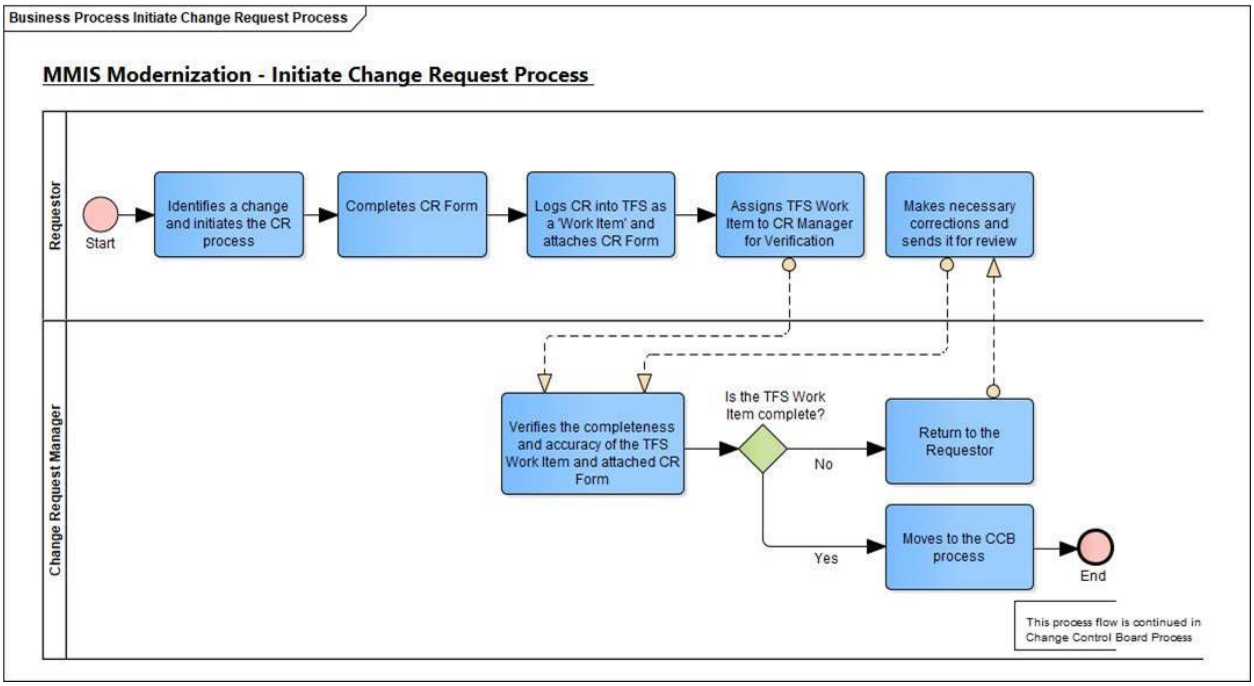

Figure 2: Change Management Plan - Initiate Change Request Process Flow

3 Change Control Board

The Department owns and drives the CCB and will:

- Schedule and facilitate the CCB meetings;
- Set the CCB agenda;
- Determine CCB members and participants;
- Distribute CCB meeting agendas;
- Deliver meeting minutes within two business days after the meeting is held;
- Review available project documents prior to any CCB meeting;
- Archive CCB meeting materials into the MMIS Modernization SharePoint;
- Manage the CCB calendar so that priority CRs are fast-tracked for approval, when needed; and
- Determine meeting frequency dependent upon volume of requests.

Additionally, the CCB will:

- Validate the CR aligns with ongoing Departmental goals;
- Cancel CRs that do not align with Department goals or grossly exceed cost estimates;

- Mark a CR complete when it is implemented into production; and
- Call on SMEs from the Module Contractors to discuss a CR as required.

The CCB reviews CRs to determine the if the requested changes should move forward and be prioritized for release planning. Once approved by CCB, CRs are ready to be moved into the Release Planning or development phase.

3.1 CCB Change Request Process

Each change request will follow a standard process flow for the Department, PMO, and the Module Contractor(s) to follow for documentation purposes and consistency. The figure and table below outline the change request process.

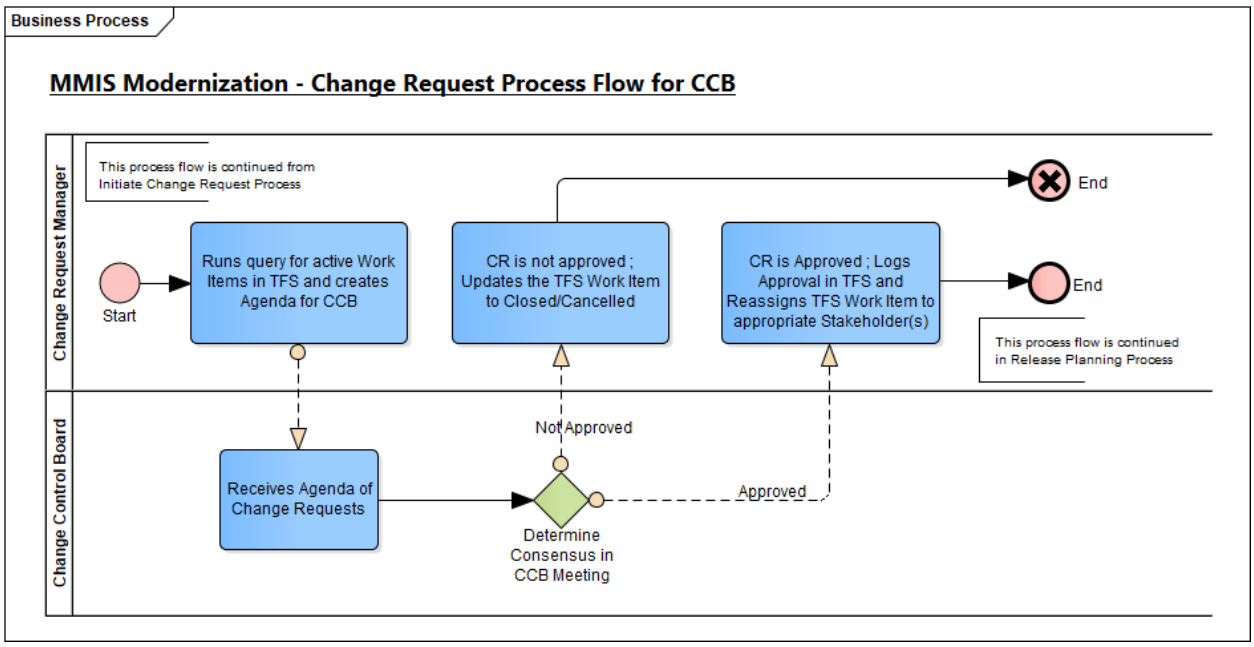

Figure 3: Change Management Plan - CCB Change Request Process Flow

Process	Description
CR Manager	CR Manager runs query for active TFS Work Items and creates agenda for CCB based on outcome of query. Additionally, the CR Manager will work with the Department to add requests to the CCB agenda.
Conduct CCB Meeting	CCB meeting will be held, and decisions are made through consensus for presented CRs. The CCB will evaluate each CR that is submitted and determine based on details provided by the requestor, impact on Department goals, and CR priority if the CR should be approved, rejected, or deferred to a later date for reconsideration.

Process	Description
Approved CR	If the CR is approved to work, then the CR Manager will mark it Approved in TFS and re-assign it to appropriate Stakeholder. It will be move to the Release Planning prepare for Release planning activities.
Alternative if TFS Work Item is requires more information	If CR original submission (or subsequent submissions) is not approved, then the TFS Work Item Form is returned to the requestor to update the TFS Work Item with additional information in TFS. Once the Requestor adds the additional information, they must re-assign it to the CR Manager.
If TFS Work Item submission is not approved	If TFS Work Item submitted is not approved, then TFS Work Item is closed or cancelled.

Table 2: Change Management Plan – Change Request Process for CCB

4 Release Planning

With the business and technical scope of CRs confirmed and approved, the CR is presented to the Release Planning (RP) Committee. The RP Committee is composed of a group of stakeholders that ensures that approved CRs are released into production in order of strategic priority. Factors that affect prioritization and planning are overall business need, CMS mandates, resource constraints, external stakeholder impacts, and project conflicts or dependencies.

When CR estimates and all dependencies are known and reviewed by the RP, the CR will either be assigned to an already defined release or a new release will be defined. Releases will be grouped by release name and associated timelines spelling out dependencies so the Department can see a holistic view of projects and scope being executed. This view is consolidated on the BDCM Strategic Runway to allow the Department to make more informed decisions when planning and executing releases. The Department, PMO, Legacy Contractor, and Module Contractor(s) will address dependencies by project and identify the risks of competing priorities as required to ensure projects on the BDCM Strategic Runway are executed in a collaborative approach.

The figure and table below contain the Release Planning process.

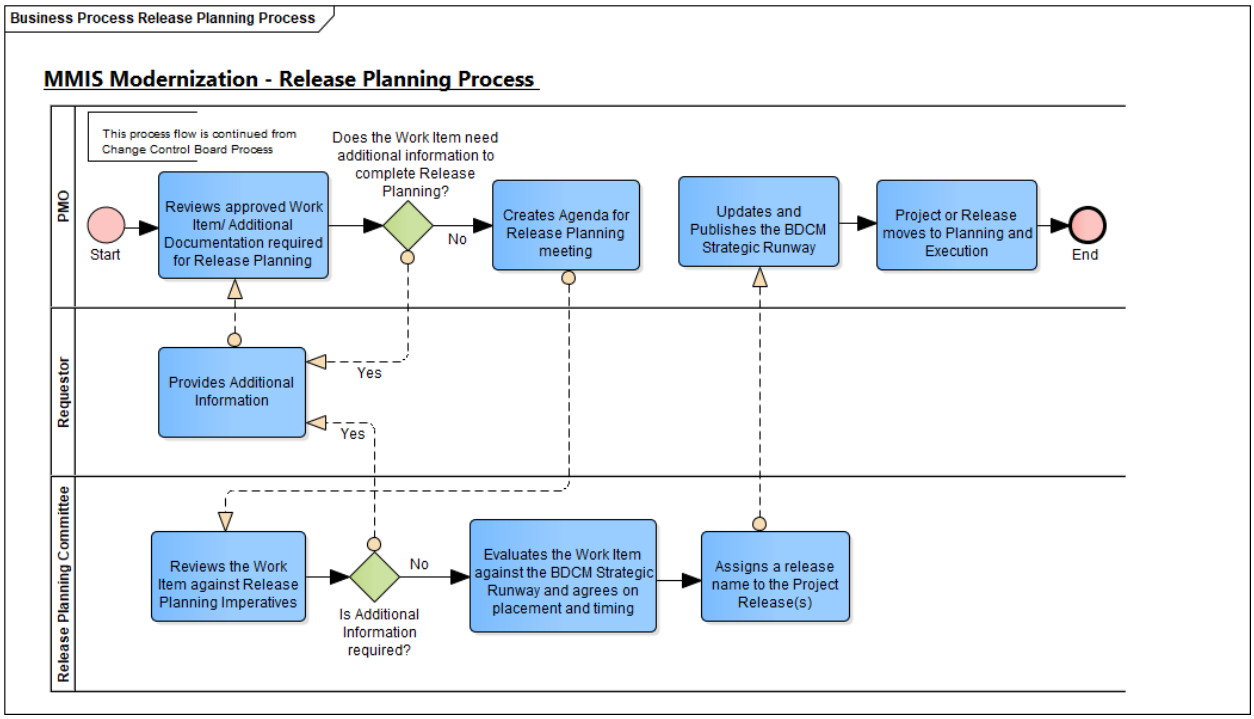

Figure 4: Change Management Plan - Release Planning Process

Process	Description
Review Approved CR	The PMO reviews the completed approved CR information and adds it to the Release Planning meeting agenda.
Agenda Created	The PMO will create the Release Planning meeting agenda to ensure all approved new CR(s) and any previously approved CR(s), if necessary, are represented on the agenda.
Additional Information Requested	The requestor provides additional information if it is requested by the PMO to ensure the RP Committee has all of the information to prioritize the project.
Consider Release Planning Imperatives	The RP committee will consider the release planning imperatives below when making RP decisions: • Department, Commonwealth, Trading Partner, and CMS mandates; • Alignment to the Department Strategic Plan and Roadmap; • Is the initiative reportable to CMS; • Ensure Department resource alignment and capacity; • Consider Module Contractor resource alignment and capacity; • Consider Module Contractor contract timelines and dependencies; • Address dependencies by projects, other releases, cross-module, and other contractors or stakeholders;

Process	Description
	• Define the release by business functionality, features, and outcomes; and • Consider increased risks of competing priorities within system functional areas, Module Contractors, stakeholders, and operations.
Evaluate TFS Work Item(s)	The RP committee reviews new TFS Work Item(s) and existing TFS Work Item(s) in comparison to the BDCM Strategic Runway to determine the placement and timing of the CR/TFS Work Item. There will be discussion to identify the sequence in which CRs are to be implemented.
Assign a Release Name to TFS Work Item	The TFS Work Item is assigned a release name based on Modernization, PROMISe, and CIS release naming scheme standards. If there are unplanned, mandated, or emergency release events then there are specific standards also established for those releases. Once assigned to a release, the Legacy Contractor and/or Module Contractors are approved to begin implementing their changes in the prioritized order.
Project Planning and Execution	Once the project has been placed on the BDCM Strategic Runway, the project moves to the planning and execution phase for implementation into the system.
Update MMIS Modernization Runway with Release Information	The PMO updates the BDCM Strategic Runway to reflect the most current approved projects with their release numbers. It is shared on a Bi-Weekly basis with the Department, Module Contractor(s), PMO, and Gainwell.

Table 3: Change Management Plan - Release Planning Process Chart

4.1 Release Naming Standards

Releases will be identified using a unique combination of letters and numbers separated by decimals. The Releasing naming standards will be as follows:

- Reset MMIS Modernization releases to M1.0 effective June 2022. MMIS Modernization Release names will increment as determined by the RP Committee;
- MMIS Modernization Releases rollup to the new release naming convention if a standalone release or combined with PROMISe or CIS;
- PROMISe releases will follow their existing release naming standards and will be denoted by with a ‘P’ prefix (i.e., P 195) but may roll up to an MMIS Modernization Release based on dependencies;
- PROMISe only releases will keep the current PROMISe release numbering;

- CIS releases will follow their existing release naming standards and will be denoted with a 'C' prefix (i.e., C 1.0) but will always rollup to a MMIS Modernization or a PROMISe release based on dependencies;
- Unplanned or emergency events required between releases increment as M1.1, M1.2, etc;
- If the entirety of an MMIS Modernization Release slips, the release number will remain the same and the release date will move; and
- If part of an MMIS Modernization Release slips and needs to be released at a later date, the part of the release that slipped will increment to the next decimal place (i.e., M1.1, M1.2).

4.2 BDCM Strategic Runway

The PMO will create and maintain the BDCM Strategic Runway providing a holistic view to the Department of all MMIS Modernization projects. The Runway will include all initiatives required by the Department that impact BDCM and have sufficient detail to show project dependencies, help determine resource constraints, and overall Department priorities.

As new projects are identified, the Department will provide a requested Implementation date for the project and the RP Committee will review, assign a release name, and recommend inclusion in the BDCM Strategic Runway. The release names on the BDCM Strategic Runway will include the pre-fix of P for PROMISe, M for Modernization, and C for CIS. Ultimately, the projects will be linked to releases in TFS.

The types of project information that may be validated for runway inclusion are:

- Funding type (i.e., 90/10);
- Project size, mandates, project dependencies;
- Projects reportable to CMS or projects requiring APD updates; and
- Relative size and resourcing.

The Project Runway will have several views including:

- Planning View – This view will capture all projects that affect BDCM;
- Active View – This view will capture all active MMIS Modernization Projects only. An active project is any project that is actively being executed, including any projects where pre-work is being completed in the initial planning phases; and

- Breakdown Views – Some projects have multiple sub-projects. These projects will be rolled-up in the Planning and Active Views but will have a breakout of each individual sub-project on the breakdown views (e.g., CHIP, T-MSIS, Interoperability). The RP Committee will determine if a Breakdown View is required as projects are reviewed.

For the BDCM Strategic Runway to remain accurate, it will require consistent updates from the PMO, the Department, Module Contractor(s), and the Legacy Contractor. All stakeholders will follow the update cadence provided in the Integrated Master Schedule (IMS) Plan Update Procedure to ensure all project timelines are updated. The IMS and BDCM Strategic Runway are closely related, so on-time and accurate IMS updates will produce an accurate runway.

Once the Legacy Contractor or the Module Contractor(s) begin planning and executing the project, they will provide detailed timeline estimates to be included in the Project Runway. Projects may be differentiated as follows:

- Projects that have a mandated (Department, Commonwealth, Trading Partner, or CMS) implementation date;
- Projects that have a Department requested implementation date;
- Projects that only have an initial timeline estimate; or
- Projects that have a detailed timeline estimate.

Figure 5 below shows an example of the BDCM Strategic Runway and Dependencies.

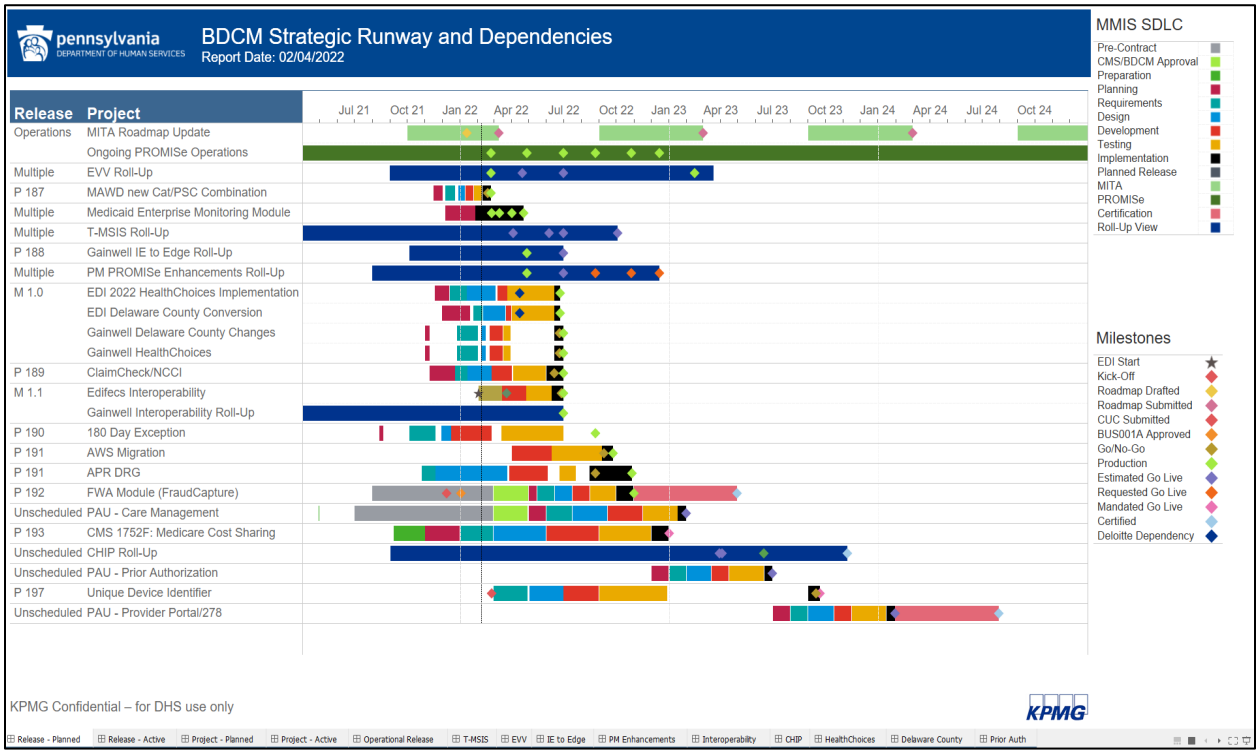

Figure 5: Change Management Plan - BDCM Strategic Runway and Dependencies

This view is updated weekly and new project and releases are included based on CCB approval and review by the RP Committee. The Legacy Contractor, Module Contractor(s), and other stakeholders provide weekly updates as the project progresses from planning through implementation. The projects are also reviewed bi-monthly in the Department Project Health Check meeting.

5 Related Process and Deliverables

The following Processes/Deliverables interact with the CMP.

Related Processes/Deliverables	Relationship
SharePoint	• The CMP will be stored in SharePoint • The CCB information will be stored in SharePoint
MMIS Modernization TFS Tool	• Used to open and store CRs • Used to track decisions and action items • Are the agendas

Table 4: Change Management Plan - Related Processes and Deliverables

6 Roles and Responsibilities

The following table lists roles and responsibilities of various MMIS Modernization contractors required to support activities related to the CMP. The roles are indicated with a letter corresponding to the role, such as R for Responsible. The letters used are explained in the following RACI Chart Legend table.

The Department has the final review, approval, and decision authority for all aspects of the MMIS Modernization project and is ultimately accountable for MMIS Modernization.

The PMO under the strategic direction of the Department is responsible to facilitate, support, or otherwise enable the Department.

Activity	Department	PMO	Module Contractors	Legacy* Contractor
Submitter Initiates CR	A,R	C	R	I**
Log CR in TFS	A,R	C	R	I**
Complete impact assessment	A	C	R	I, C**
Review requirement or design changes	A,R	C	R	I, C**
Submitter clarifies CR	A	C	R	I**
Approve or reject CR	A,R	C	R	I**
Release Planning	A,R	C	R	I, C**
Project Runway Updates	A	C	R	I, C**
Prioritize CR changes	A,R	C	R	I, C **

Table 5: Change Management Plan - RACI Chart

** The Legacy contractor role may become obsolete when the MMIS Modernization Project enters the M&O phase.*

*** Depending upon their level of involvement, the Legacy Contractor's assigned RACI designations may be a "R" or "C".*

RACI Chart Legend

The following table defines the letter's meaning used in the table above to indicate level of responsibility for a task.

Term		Definition
R	Responsible	Actively working on completion of activities or goals
A	Accountable	Answerable for the activity or goal not getting completed
C	Consulted	Included in key decisions or activities to garner input and feedback
I	Informed	Notified of decisions or actions made

Table 6: Change Management Plan - RACI Chart Legend

7 Assumptions and Risks

Assumptions and risks to the CMP are covered in this section.

7.1 Assumptions

- All stakeholders will use and have remote access to the TFS tool;
- CR Requestor will complete CR form including attaching documentation that will assist with the process of the CCB review and approval; and
- The CR Requestor and the CR Manager will champion the CR throughout the CMP process.

7.2 Risks

- The Module Contractors or the Legacy Contractor may have different maturity levels with a change management process. In the event a Module Contractor or the Legacy Contractor does not understand the scope and depth of module changes needing CMP approval, they may accidentally deploy configuration type changes without Department approval.

8 CMP Toolkit

The table below contains the name of the CR Template provided in the CMP Toolkit.

Change Template Name
Change Request Template

Table 7: Change Management Plan - Toolkit

APPENDIX W

pennsylvania
DEPARTMENT OF HUMAN SERVICES

MMIS Modernization

Disaster Recovery Plan

Version 1.0

01/13/2022

Contents

1 Introduction 1
2 Approach 2
3 Five DR Plan Template Sections 5
3.1 Section 1 – Planning 5
3.1.1 Top-Down Disaster Trigger Event 6
3.1.2 Bottom-Up Disaster Trigger Event 6
3.2 Section 2 – Disaster Trigger Events (DTE) Assessment 7
3.3 Section 3 – Evaluate Scenarios 8
3.4 Section 4 – Training 11
3.5 Section 5 – Return to Normal Operations 13
4 Related Processes and Deliverables 15
5 Roles and Responsibilities 16
6 Assumptions and Risks 17
6.1 Assumptions 17
6.2 Risks 17
7 Appendix 17
7.1 DRP Toolkit 17

Document History

The following table is a record of revisions made to this document. The table includes three columns. The first column identifies the date the document was revised. The second column identifies the document version number, and the third column includes a brief description of the changes made to the document text.

Date	Version #	Description
01/13/2022	1.0	Initial MMIS Modernization Project Plan

A master list of acronyms used throughout this document is available in the MMIS Modernization Acronym and Abbreviation List document to be approved by the Department and saved in SharePoint.

1 Introduction

This document outlines the approach to establishing a Disaster Recovery Plan (DR Plan) for the MMIS Modernization Project, describing how the PMO will coordinate with the PROMISe™ Legacy Contractor (Legacy) and the MMIS Modernization Module Contractors in the event of a disaster.

All MMIS Modernization Module Contractors will create a DR Plan using the DR Template provided by the PMO which should include information for their respective module's electronic records, equipment, and files related to the MMIS Modernization Project.

The PMO's coordination role and responsibility will span the lifecycle of the MMIS Modernization project, from the project's initiation through development, and in the maintenance and operations phase of each module.

The PMO creates the DR Plan Template and structure for the DR Plan. The primary method of sharing DR Plan-related assets is using the Department's SharePoint. The template will be used in the on-boarding of MMIS Modernization Module Contractors.

The DR Plan supports the Department and fosters communications between stakeholders should a disaster occur. Module contractors each have specific DR testing requirements, conducted to identify areas of improvement and lessons learned. During this phase, SharePoint is the electronic project repository for storing all DR Plan-related document artifacts.

Disasters often affect people, processes, places, and technology together. As a result, the Continuity of Operations Plan (COOP) is an important companion document that will contain recovery information for the people, processes, and places which utilize the technology defined in the DR Plan.

2 Approach

The DR Plan Template is a holistic, comprehensive, adaptable, and repeatable plan for the MMIS Modernization project. It includes tasks to create DR scenarios, test them, and recover the module, electronic records, equipment, and files required by the technical solution. The DR Plan Template is reviewed and approved by the Department.

Required DR Plan criteria are included in the DR Plan Template. The MMIS Modernization Module Contractors and the Department are required to address their specific compliance requirement. Below are the Department's specific DR Plan criteria:

The DR plan must include at a minimum:

1. A procedure to return to limited twenty-five percent (25%) operation within twenty-four (24) hours of the DR event.
2. The ability to return to full operation within three (3) calendar days of the DR event.
3. A plan to confirm that the post-disaster software version is the same as before the disaster.
4. A procedure to confirm that pre-disaster data is not lost or corrupted.
5. A complete backup of all non-software data sets at the end of each production business day.
    a. The Module Contractor's datacenter architecture must consist of multiple geographically disbursed datacenters. Any datacenters being used in a back-up function must be at least fifty (50) miles apart from the associated primary location for the service. The Module Contractor must list the address of all datacenter locations from which the Module Contractor will provide the services. The plan must identify the backup sites.
    b. If the resultant backup media (for example, tapes and disks) are utilized, they must be removed to an external secure site. Back-up media must be cycled on a weekly basis.
    c. Upon the installation of any software (new or upgraded), a complete backup (copy) of the software must be made with the resultant backup media removed to an external secure site.
6. Servers must be designed to employ a method of redundancy for operational integrity and production.
7. All workstations attached to the network must have sufficient processing capability to be used interchangeably and must backup one another until repair or replacement can be affected.
8. The Module Contractor must utilize appropriate methods to achieve datacenter sustainability, such as realizing a low Power Usage Effectiveness ratio.

9. Servers must be connected to an Uninterrupted Power Supply system, which will condition incoming power to the server and provide sufficient processing time for the server to be correctly shutdown in the event of a power failure.
10. In the event of damage of a sufficient magnitude to the primary operational site, a second company location must be modified to accommodate the system.
11. The DR plan must include a description of the chain of communication and command, by level, in the case of a systems or power failure.
12. The Module Contractor must have a Business Continuity Plan to maintain business operations via a semi-automated or manual mode to mitigate complete disruption of services until systems have been restored to normal operating capacities.
13. In a datacenter environment that hosts both Commonwealth and non-Commonwealth clients, the Module Contractor must provide segregation of Commonwealth data and computing resources from other clients' data and computing resources. The Module Contractor is required to provide system and data segregation between different agency application environments.
14. Each datacenter must have the capability to provide DR for other datacenters for identified critical applications.

These requirements from the Department are part of the contractor's DR Plan Template. Throughout the duration of the MMIS Modernization project – the PMO will coordinate lessons learned from MMIS Modernization Module Contractors, and the Legacy Contractor, as applicable, for any declared DR event into the DR Plan.

The DR Plan Template will be used to collect key disaster planning, triage, and recoverability information from MMIS Modernization Module Contractors, and for PMO resources. The DR Plan Template defines the information needed and work to be performed during a declared disaster event and defines a consistent format to facilitate information recall during a DR event. See the Appendix – DR Plan Toolkit for more information on the DR Plan Template.

In developing the DR Plan Template, the Department followed a tailored version of the Centers for Medicare and Medicaid Services (CMS) Contingency Plan Process depicted in the following diagram and described below:

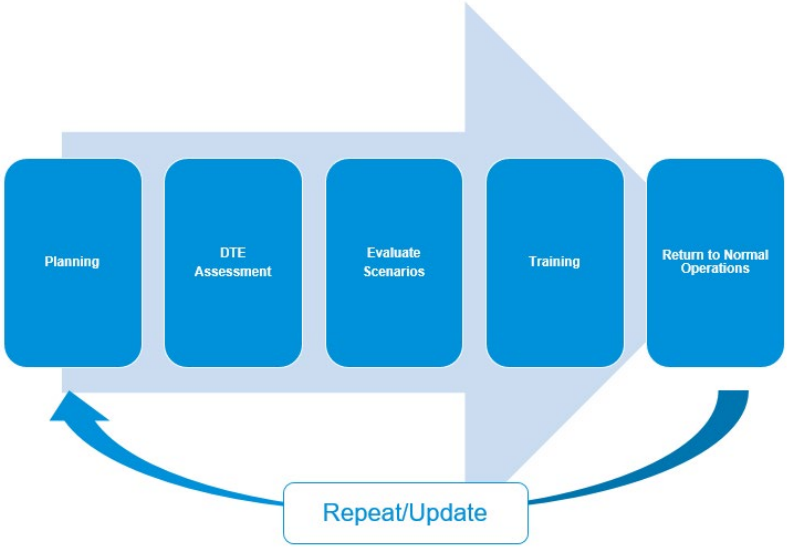

Figure 1: Disaster Recovery Plan CMS Contingency Plan Process

Built into the DR Plan Template is a Continuous Opportunity for Improvement (COI) process to inform and improve the MMIS Modernization recoverability on an on-going basis. This COI process is engaged as per the contract, or after an event or test, to refine the DR Plan Template with key lessons learned. Described in this section are the five DR Plan Template sections.

3 Five DR Plan Template Sections

3.1 Section 1 – Planning

Section 1:	Planning
Purpose/role	This template section includes an inventory of the types of MMIS Modernization resources to be covered under a specific DR event by the stakeholders/contractors responsible for those assigned resources. This is summary of planning information only, and specific detail on each type of resource is collected elsewhere in the template.
DR Template content for this section includes:	
• Stakeholders (Module Contractors, Legacy system contractors, the PMO) • Role / Responsibility • MMIS Modernization modules/resources supplied • Emergency Information • Organization Chart • Management Structure and Chain of Command • Contractor-specific Business Continuity Plan • Contractor-specific DR staffing and training • Identification of a DR location (backup to the primary operational site) • Communication Channels (options available by contractor) • Public Communications • Social, Broadcast, and Print Media • Internal Commonwealth of Pennsylvania Communications • Federal Government Communications (Emergency Broadcast Network and Print Media) • IT Systems (for each contractor module/resource) • Architecture outline of the IT system • Department operations defined by IT system • Public portals (e.g., Worker, Citizen, Provider) • Connectivity / Integration Services • Security requirements • Approach to high availability, redundant servers • Approach to Uninterruptible Power Supply • Approach to redundant Internet connectivity • Backup strategy (defines restoration options for data, software and hardware) • Software deployment strategy (defines how current software versions can be restored)	

Table 1: Disaster Recovery Plan – Planning Template

The DRP Template identifies the chain of command for all stakeholders, including the PMO, and the MMIS Modernization Module Contractors. Communication during a DR event must be able to flow either up or down the chain of command; this is especially important when the event is first triggered. Typically, people envision an external event as the trigger that would invoke the traditional top-down communication of a DR response. However, an equally important and probably more likely scenario is an event

that is triggered internally with a module that may have ripple effects across portions or the entire MMIS Modernization. Similar communication needs will be required when reporting status updates during a DR event.

3.1.1 Top-Down Disaster Trigger Event

In a Top-Down Disaster Trigger Event, an external disaster has occurred, originating not from an MMIS Modernization module. An example of these could be a natural disaster, such as a hurricane, tornado, ice storm, or a digital hacker in another agency's system. In this case, the Department/PMO notifies each of the MMIS Modernization Module Contractors, through a pre-determined communication method, as to the severity of the disaster, and next steps.

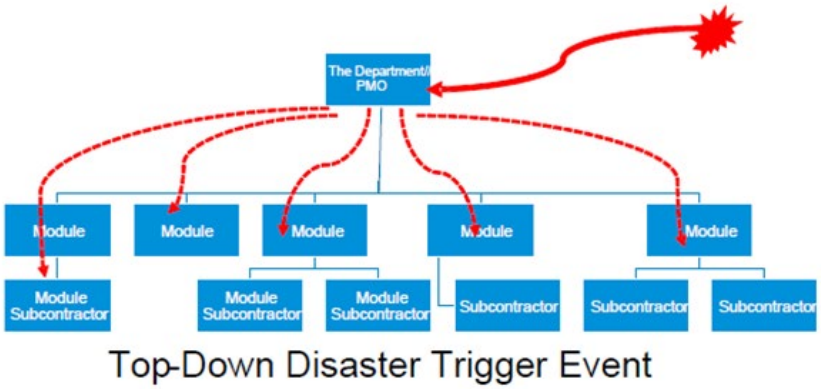

Figure 2: Disaster Recovery PlanTop-Down Disaster Trigger Event

3.1.2 Bottom-Up Disaster Trigger Event

In a Bottom-Up Disaster Trigger Event, an internal disaster has occurred, originating from an MMIS Modernization module. An example of these could be a module crash, module upgrade failure, virus in the module, electrical failure in a data center, or a digital ransomware hacker in the MMIS Modernization module. In this case, the MMIS Modernization Module Contractor notifies the Department/PMO within a reasonable time. And in turn, the Department/PMO notifies each of the other MMIS Modernization Module Contractors, through a pre-determined communication method, as to the severity of the disaster, and next steps.

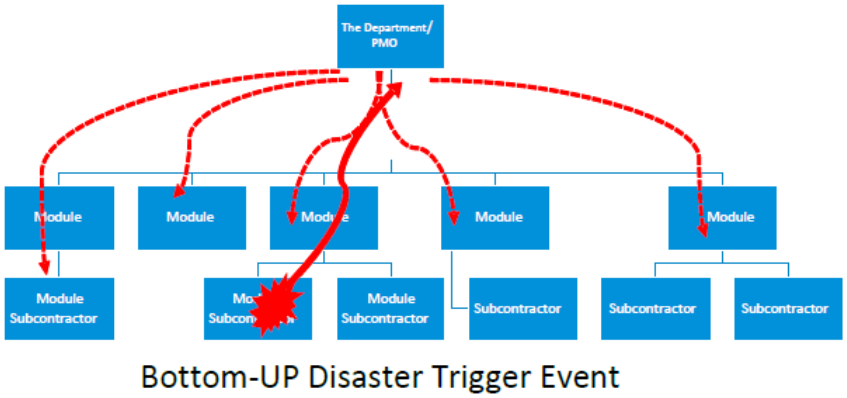

Figure 3: Disaster Recovery Plan Bottom-UP Disaster Trigger Event

In addition to the Chain of Command, the first section of the template provides information for communication methods used by the contractor, and approaches that exist currently for redundancies and other existing policies. This section sets the beginning stages of the rest of the DR Plan, as it provides a baseline of the current DR readiness for planning activities. This section can be summarized by the four questions of:

1. What is my role on the MMIS Modernization Module?
2. Who is the main point of contact for my organization in the event of a disaster?
3. How do I communicate with the stakeholders and other vendors?
4. What existing resources can I leverage to reduce the risk of downtime in the event of a disaster?

3.2 Section 2 – Disaster Trigger Events (DTE) Assessment

Section 2:	Disaster Trigger Events (DTE) Assessment
Purpose/role	This section of the template assesses the inventory of possible DR events and their potential triggers.
DR Template content for this section includes:	
• Type of Disaster Trigger Events (DTE) • Natural disasters (flood, fire, earthquake) • Systems, equipment, and facilities failures (data center power failure) • Hacking, malware, and other nefarious acts (ransomware attack) • Data Breach (HIPAA related incident) • Organizational Unrest (i.e. leadership change)	

Table 2: Disaster Recovery Plan – Disaster Trigger Events (DTE) Assessment Template

This section outlines the different types of scenarios that could potentially impact the MMIS Modernization modules. In the DR Plan Template, the contractor uses these as the starting point to identify and plan for their disaster recovery strategy.

According to the CMS Risk Management Handbook, Chapter 6, there are three types of disasters.

Type	Description
A	A disaster that is affecting a single application or function within an organization, but not extending to other applications. Examples of this could be a phone number being inoperable, email server down or an internal intranet site not accessible, or organizational unrest.
B	This is a disaster that is affecting multiple applications or functions within an organization. Examples of this could be an internal shared database among multiple applications is not operating due to a network error, a server failing to start, or failed upgrade, causing application not able to restart.
C	This disaster is the most serious of the three, in which the infrastructure of the business is non-operable. Examples of this could include physical damage to servers (such as a fire, water, etc.), or a malware attack.

Table 3: Disaster Recovery Plan Disaster Types

The types and characteristics of a disaster are unique to each disaster event. This fact makes it impossible to fully pre-script every disaster situation. However, at a high-level, the common characteristics identified can be further adapted, categorized, prioritized, and reused with an undefined disaster event at hand. Using the above categories, the contractor determines how their organization will be affected. It is important to consider the ability of the organization to recover from that type of disaster when determining the type. For instance, if there is a fire in the main office of the building, it would be a Type C. However, if there are no physical computers at the location (i.e., staff works remotely and utilizes laptops), this would be a Type A because it is only affecting the physical structure, not the work involved. Conversely, if all the work is conducted at that location, such as a call center or data center, it stays at the Type C type of disaster.

3.3 Section 3 – Evaluate Scenarios

Section 3:	Evaluate Scenarios
Purpose/role	This section of the template cross-references the various planning categories identified in section 1 vs. the DTE assessments noted in Section 2. Activities are identified, which build on the information gathered to date.

DR Template content for this section includes:
For each MMIS Modernization contractor module/resource vs. Disaster Trigger Event, evaluate the following: • The probability the DTE could happen (e.g., low probability of deep snow at the Phoenix Data Center) • The potential impact on IT operations (e.g., module off-line, workers cannot travel to call center) • Triage plan to determine next steps • Criteria to trigger backup site activation (a location at least 50 miles away from the primary operational site) • Tasks to restore backups from an external site (as needed) • Tasks to confirm that pre-DTE data is not lost or corrupted • Tasks to verify post-DTE software version is the same as pre-DTE • Tasks, owners, and timeline to restore limited (25%) operations within twenty-four (24) hours • Tasks, owners, and timeline to restore full operation within three (3) calendar days • Potential constraints with the restoration of services • Predefined message about the disaster event and planned response (initial public message)

Table 4: Disaster Recovery Plan – Scenarios Evaluation Template

As part of the DR Plan Template, this section describes how each contractor responds to the identified scenarios. Through this response, the contractor includes information on how they will bring the MMIS Modernization module data, and information is restored back to pre-DTE levels to continue the prior level of operations, or in the event of a catastrophic event, to be able to work in a remote location.

The Department's requirement is to return to full operation within three (3) calendar days; this timeframe will be utilized as the default Maximum Tolerable Downtime (MTD) unless otherwise notated by the Department. Evaluated DR recovery strategies will need to address people, process, place, and technology issues to align with this metric. These strategies will focus on the recovery of operational MMIS Modernization module function(s) and must include partial recovery options that may be used on an interim basis, as well as full or complete recovery options.

Partial recovery options are needed to address the Department's requirement to return to limited (25%) operations within twenty-four (24) hours of the event. The Module Contractor will identify alternate workflows and workarounds that can potentially be leveraged as contingencies.

Along with each strategy, key recovery metrics defined by CMS, including estimated Recovery Time Objective (RTO) and Work Recovery Time (WRT), will be captured and

used to determine if the strategy can meet the MTD. The key CMS terms and recovery metrics are defined as:

Maximum Tolerable Downtime (MTD) – The amount of time the essential business process can be disrupted without causing significant harm to the Department's mission.

Mission Essential Function (MEF) – The essential functions or processes critical to the Department in achieving its overall mission and objectives.

Recovery Point Objective (RPO) – The point in time to which data must be recovered after an outage. RPO is the requirement for data currency and validates the frequency with which backups are conducted and off-site rotations performed. (e.g., the last time a back-up was taken).

Recovery Time Objective (RTO) – The overall length of time an IT component in the recovery phase before negatively affecting the organization's mission or mission/business processes (e.g., amount of time to get systems operational).

Work Recovery Time (WRT) – The time it takes to get critical business functions back up-and-running once the IT systems (hardware, software, and configuration) are restored to the RPO. This includes the manual processes necessary to verify that the system has been restored to the RPO, and all necessary processes have been completed to address the remaining lost or out-of-synch, data, or business processes (e.g., amount of time to validate systems are working).

The relationship between the key CMS recovery metrics is depicted in the following diagram:

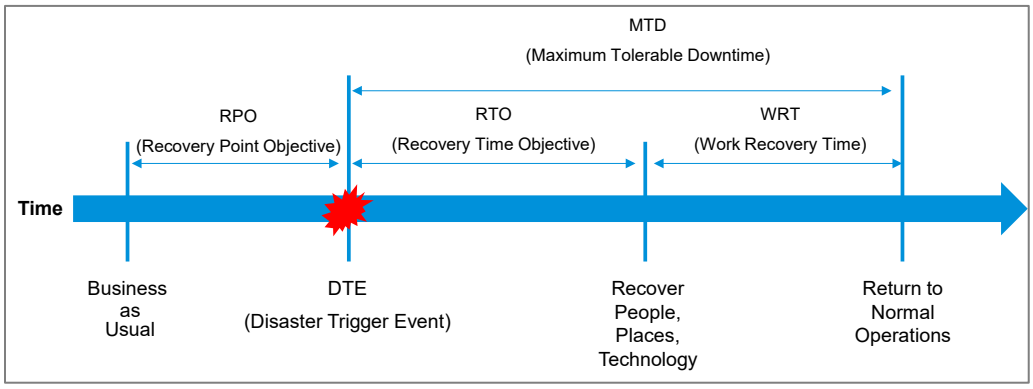

Figure 4: Disaster Recovery Plan MTD diagram from Chapter 6 of the CMS Risk Management Handbook

Examples of recovery technology strategies are depicted in the following table. Similar tables would be developed for people and facilities associated with each MEF. In instances where the same people, facilities, or technologies are utilized for other MEFs, it would be noted in the table.

MEF:	Operational MMIS Function ABC	
Technology:	MMIS Service 123	
Other MEFs using the technology:	Operational Function DEF Operational Function XYZ	
RTO Category	**WRT**	**Possible Strategies**
0 - 1 hour	0 – 1 hour	• Cloud computing • Redundant, mirrored systems
2 – 24 hours	3 – 6 hours	• Mutual support agreement
1 – 3 days	6– 24 hours	• Fixed hot-site • Internal swap-out scheme • Expedited hardware contract
>3 days	1 - 2 days	• Mobile temporary hot-site • Defer recovery until reconstitution complete

Table 5: Disaster Recovery Plan Examples of Recovery Technology Strategies

Possible scenarios are evaluated through workshop sessions for the specific tasks required to respond to and resolve an event. This is essentially a rough draft of a recovery script that will include building on DR event use-cases in order to develop an appropriate response. In some cases, the MMIS Modernization Module Contractor/resource should identify the high-level tasks or steps that need to be taken by that contractor to restore backups, route to a different connection point, or a confirmation data is correct. This should include task owners, where applicable, and if any external vendors need to be involved.

In the cases where the criteria determine whether to activate an off-site recovery process, the MMIS Modernization contractor should document those criteria, and where it is coordinating with the Department for approvals.

3.4 Section 4 – Training

Section 4:	Training

Purpose/role	This template section outlines the training by exercising DR plans and readiness efforts required to respond to the various DTE scenarios (section 3 above).
DR Template content for this section includes:	
• Participate in and provide support for Commonwealth-led DR testing. In the event of a failed test, the Module Contractor must submit a Corrective Action Plan ("CAP") for review and approval. Once approved, the Module Contractor must retest the DR plan utilizing the approved CAP. • Evaluate DR equipment effectiveness and define changes (if applicable) • Assess team performance for correct, effective, and expedient action • Identify errors and make corrections, as necessary, to the DRP Template(s)	

Table 6: Disaster Recovery Plan – Training Template

Preparation for a disaster is an important step for a contractor's DR Plan. These training exercises are important to respond efficiently and coordinate activities to minimize risks and downtime, when possible. Typically structured as iterative "tabletop" walkthroughs, as per the contract DR training simulates the disaster event orchestration, communication choreography, and rehearse the response tasks to ensure the MMIS Modernization Module Contractors, PROMISe™ Legacy Contractor, as applicable, and the Department are thoroughly prepared, and processes are sufficiently laid out. Each contractor will lead their own readiness rehearsals, as per the contract. Due to the interconnected nature of the COOP Plan, at the Department's discretion, COOP and DR Plan training can be combined.

Using a combination of the identified scenario from Section 2, "Disaster Trigger Events (DTE) Assessment", with those personnel identified in Section 1, "Planning", the MMIS Modernization Module Contractors, and the Department to determine which personnel to train and participate in the tabletop exercises. In addition, the contractors may identify additional support staff that may also be needed in the exercises. The contractor should also identify the effectiveness of the training programs, as part of the COI process, as well as how often training is conducted.

The Training Plan, along with any templates produced as byproducts, will be utilized in designing, developing, and executing DR training. DR Test Plans, Systems Availability Schedules, SLA requirements, and backup strategies will be written into the DR Plan Template by the responsible MMIS Modernization contractor.

3.5 Section 5 – Return to Normal Operations

Section 5:	Return to Normal Operations
Purpose/role	Return to Normal Operations itself is a process, including several steps specific to each MMIS Modernization module, culminating in the restoration of full normal MMIS Modernization operations. Activities and events needed to restore services are captured in the DRP Template.
DR Template content for this section includes:	
• Post-event assessments, evaluations, and documentation of lessons learned • Identify COI process improvements in the DRP Template(s) • Submit proposed DRP Template changes using the processes described in the Change Management Plan • Update DRP Template accordingly (with CCB approval)	

Table 7: Disaster Recovery Plan – Return to Normal Operations Template

Once the system is operational, the contractor reviews any lessons learned from the disaster and update the DR Plan Template as necessary. Once this DR Plan template is populated and approved by the Department, it will be stored on the SharePoint

Additionally, using the COI process, the contractor will evaluate their DR Plan Template as per the contract. These changes are then submitted to the Change Control Board (CCB) using the Change Management process. The CCB will review the changes and provide feedback. Once approved by the CCB, the contractor will update the DR Plan Template.

As new contractors are on-boarded to the MMIS Modernization project, each new contractor is provided a copy of the DR Plan Template and instructions for filling out their respective DR Plan template. The PMO reviews the contractor-completed DR Plan and provide feedback as needed. In addition, the PMO reviews each DR Plan to see that interconnectivity to other module is considered. The PMO coordinates review of the contractor completed DR Plan with the Department.

The DR Plan will be reviewed with the Monthly Report, as needed. All DR Plan tasks are incorporated into the Integrated Master Schedule (IMS) and reported on throughout the project.

The Department, PMO, PROMISe™ Legacy Contractor, and the Module Contractors conduct frequently as per the contract, table-top exercise to practice and review their DR Plan activities. Exercises will focus on the planned activities, expected outcomes, and actual outcomes and provided updates to the DR Plan based on lessons learned. These updates are then provided by PMO to other contractors for evaluation to be included in future DR Plan Template releases.

In addition, in the event of a declared disaster, the DR Plan will serve as a focal point of the Department, PROMISe™ Legacy Contractor, as applicable, PMO, and Module Contractors to establish communication protocols, metrics for returning back to operations, and updating with lessons learned.

4 Related Processes and Deliverables

The following table lists processes or other contract deliverable documents that interact with, or have a relationship to, the DR Plan.

Related Processes/ Deliverables	Relationship
Integrated Master Schedule	Includes and tracks DR Plan related tasks.
MMIS SharePoint	DR Plan will be stored in Department's SharePoint.
Change Management Plan	DR Plan will be updated in compliance with the Change Management Plan.
Communications Plan	DR Plan will align with Communications Plan on a per-DR event basis based on the specific needs and indications of the unique disaster event.
Continuity of Operations Plan	DR Plan will align with the Continuity of Operations Plan on a per-DTE event basis.

Table 8: Disaster Recovery Plan Related Processes and Deliverables

5 Roles and Responsibilities

The following table lists the roles and responsibilities of various MMIS Modernization contractors required to support activities related to the DR Plan. The roles are indicated with a letter corresponding to the role, such as R for responsible. The letters used are explained in the following RACI Chart Legend table.

The Department has the final review, approval, and decision authority for all aspects of the MMIS Modernization project and is ultimately accountable for MMIS Modernization.

The PMO under the strategic direction of the Department is responsible to facilitate, support, or otherwise enable the Department.

Activity	Department	PMO	Module Contractors	*Legacy Contractor
Develop DR Plan Template	A,C	R	I	I**
Complete the DR Plan Template	A,C	C	R	I
Review and Approve	A,R	C	C	I
Declare a Disaster event	A,R	C	C	I
Approve Return to Normal Operations criteria has been met	A,R	C	C	I

Table 9: Disaster Recovery Plan RACI Chart

**The Legacy contractor role becomes obsolete when the MMIS Modernization Project enters the M&O Phase.*

***Depending upon their level of involvement, the Legacy Contractor's assigned RACI designations may be a "R" or "C".*

RACI Chart Legend

The following table defines the letter's meaning used in the table above to indicate the level of responsibility for a task.

Term		Definition
R	Responsible	Actively working on completion of activities or goals
A	Accountable	Answerable for the activity or goal not getting completed
C	Consulted	Included in key decisions or activities to garner input and feedback
I	Informed	Notified of decisions or actions made

Table 10: Disaster Recovery Plan RACI Chart Legend

6 Assumptions and Risks

Assumptions and risks to the MMIS Modernization program that are specific to the DR Plan are explained within this section.

6.1 Assumptions

Disaster Recovery planning, coordination, and execution against the DR Plan may require coordination across multiple modules and contractors for the MMIS Modernization Project. It is mission-critical and incumbent upon all MMIS Modernization module stakeholders to understand their DR role place in the MMIS Modernization project.

6.2 Risks

- Risk: Contractor-stakeholders unprepared: Any contractor who is individually unprepared with a Department-approved DR Plan by the start of their own module operations within the MMIS Modernization.
- Risk: Untimely or lack of appropriate communications: Untimely notifications from any contractor-stakeholder regarding problems that may have already created a disaster event.
- Risk: Unclear Command and Communications: Improperly defined chain of command and/or improperly defined channel of communications.

7 Appendix

7.1 DRP Toolkit

The following table contains the name in SharePoint for each supporting document that accompanies this Document Recovery Plan. Final template assets will be linked in the approved DRP Management Plan stored on SharePoint.

Document Name
Disaster Recovery Plan Template

Table 11: Disaster Recovery Plan Toolkit

APPENDIX X

Appendix B - Performance Standards

ID	Performance Standards	Liquidated Damages	Clarifications
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 SLA67).	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.	
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.	
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.	
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 Service Level Agreement (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.	

Appendix B - Performance Standards

ID	Performance Standards	Liquidated Damages	Clarifications
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.	
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.	

ID	Performance Standards	Liquidated Damages	Clarifications
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.	
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.	
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	

ID	Performance Standards	Liquidated Damages	Clarifications
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.	
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.	

ID	Performance Standards	Liquidated Damages	Clarifications
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.	
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.	

ID	Performance Standards	Liquidated Damages	Clarifications
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.	
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.	
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.	

Appendix B - Performance Standards

ID	Performance Standards	Liquidated Damages	Clarifications
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).	For PA, the time zone will be Eastern Standard Time (EST).
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.	
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%).	
SLA74	Contractor shall process to completion all approved provider enrollment financial information documents into the applicable state financial system e.g., 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%).	For PA, the state financial system is Pennsylvania Online Financial System.
SLA75	Contractor shall process to completion 100% of all approved provider enrollment financial information documents into the applicable state financial system e.g., 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., Wyoming Online Financial System (WOLFS), within two (2) business days.	For PA, the state financial system is Pennsylvania Online Financial System.
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.	
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.	

ID	Performance Standards	Liquidated Damages	Clarifications
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%).	
SLA80	Contractor shall ensure researched and resolved Tax Identification Number (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%).	
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.	
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.	
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.	
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.	
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%).	
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.	

Appendix B - Performance Standards

ID	Performance Standards	Liquidated Damages	Clarifications
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.	
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.	
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.	
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 Full Time Equivalent (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.	

ID	Performance Standards	Liquidated Damages	Clarifications
SLA92	Contractor's Call Center staff shall notify the provider of discrepancies within one (1) business day of any discrepancies identified regarding the Backup Withholding "B" notices, 1099s, including Federal Employee Identification Numbers (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 State Auditor's Office (SAO) and Inernal Revenue Service (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. □ □	For PA, the state financial system is Pennsylvania Online Financial System.
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.	
SLA101	Contractor's Solution shall have Availability 99% of the time, 24 hours a day, seven days a week, excluding Department approved planned Downtime and be reported via a performance monitoring dashboard. 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	
PA SLA01	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 Key Personnel and Resources requirement KR34 in the PMM Requirements Response Matrix.	Liquidated damages: $500.00 per Business Day after 10 consecutive Business Days a Key Personnel position is vacant without a qualified substitute.	
PA SLA02	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/Application Programming Interfaces (APIs). All Specifications must be tested through the use of testing procedures, verification procedures and other testing methodologies identified in Technical Submittal Part 5, Section E. Testing of the Request for Quote (RFQ) 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.	

ID	Performance Standards	Liquidated Damages	Clarifications
PA SLA03	Contractor must ensure all production reports will be available on line for review by the Department pursuant to the following schedule: - Following the initial implementation, the Monthly Operations report is waived until five business days following the last day of the first full month of operations. - Weekly reports are due by 12:00PM EST of the first business day of the following week. - Monthly reports are due by 8:00AM EST of the fifth business day of the following month. - Annual reports are due by 8:00AM EST of the first business day of the second month of the following year.	Liquidated Damages: $500.00 per day per report beyond the Performance Standard.	
PA SLA04	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: For failure to meet the Performance Standard timeframe, liquidated damages shall be applied as specified below: Up to $10,000 for failure to meet the 24-hour Point Objective. Up to $10,000 for failure to meet the 3-Calendar Day Recovery Time Objective.	
PA SLA05	Contractor shall provide detailed Disaster Recovery Plan test results for an initial and biannually conducted tests which pass a 24-Hour Recovery Point Objective and a 3-Calendar Day Recovery Time Objective.	Liquidated Damages: $1000.00 per each failure beyond the Performance Standard until the detailed Disaster Recovery Plan test results are delivered to the Department.	
PA SLA06	Contractor shall request any planned Downtime due to scheduled upgrades or Maintenance, outside the normal Maintenance Window, to the Department 30 Business Days prior to Downtime. Unless the Department consents, it does not qualify as approved Downtime.	Liquidated Damages: $1,000.00 per each day the request for planned Downtime is past the 30 Business Day notice to the Department.	
PA SLA07	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: - $2,500 per calendar day, or any part thereof, for each of the first ten calendar days. - $5,000 per calendar day, or any part thereof, for each of the next 30 calendar days. - $7,500 per calendar day, or any part thereof, for each additional day.	

Appendix B - Performance Standards

ID	Performance Standards	Liquidated Damages	Clarifications
PA SLA08	Contractor shall have 10 business days to interim fill and 60 calendar days to permanently fill the vacancy with a person possessing the required experience and skills, subject to the DHS Contract Administrator's approval. 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: $500.00 liquidated damages per day for each vacancy caused by a Department request for removal or unplanned loss, with an interim replacement within 10 business days and permanently fill the vacancy within 60 calendar days.	
PA SLA09	Contractor's Solution must have Availability 99.9% 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: For each one-tenth of a percentage point below the System Availability % contracted level of availability of 99.9%, the following liquidated damages whall apply. - Up to $100 for each day backlogged work is not fully resolved after five business days. - Unscheduled downtime in excess of one hour up to five hours in one month may result in the Department assessing up to $250 for each partial or full hour in liquidated damages. - Unscheduled downtime exceeding five hours per month up to 12 hours per month may result in the Department assessing up to $500 for each partial or full hour in liquidated damages. - Unscheduled downtime exceeding 12 hours per month may result in the Department assessing up to $1,000 for each partial or full hour in liquidated damages.	

pennsylvania
DEPARTMENT OF HUMAN SERVICES

SOLICITATION ADDENDUM

Date:	**December 6, 2024**
Subject:	**Provider Management Module**
Solicitation Number:	**PA 01-23**
Due Date/Time:	**December 27, 2024, 12:00:00 PM**
Addendum Number:	**1**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Applications).

List any and all changes:

- Please note the Department continues to work diligently to respond to the formal inquiries that were submitted. The questions and responses will be issued as soon as possible. Once issued, the due date for the quotes will be extended to reflect the additional time needed for the Department to respond.

Respectfully,

Name: Eric McCoy
Title: Issuing Officer, Bureau of Procurement & Contract Management
Email: RA-pwrfqquestions@pa.gov

pennsylvania
DEPARTMENT OF HUMAN SERVICES

SOLICITATION ADDENDUM

Date:	**January 15, 2025**
Subject:	**Provider Management Module**
Solicitation Number:	**PA 01-23**
Due Date/Time:	**February 7, 2025, 12:00:00 PM**
Addendum Number:	**2**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Applications).

List any and all changes:

- Please find attached the final question and response document pertaining to the formal inquiries submitted through December 2, 2024.

- The due date to submit applications has been extended from December 27, 2024 to February 7, 2024 by 12:00:00 PM.

- The following language of Section III-4.F.1 of the RFQ is revised as set forth in red text below:

  The ~~CFFR~~ PMM Release Management Plan includes the Maintenance & Operations ("M&O") Approach outlining the activities to complete and the Maintenance and Operations Runbook summarizing the processes to follow during the M&O Phase.

- The following language of Section I-11.B.1 is revised as set forth in red text below:

  The Technical Submittal shall include the following sections:

  - Table of Contents
  - Statement of the Project
  - Qualifications
  - Project Management
  - Project Phases
  - Bolstering Service Delivery Through a Digital Experience Strategy
  - Non-Commonwealth Hosting

- ~~Project Work Plan~~
- ~~Project Tasks~~
- Requirements Core Services
- Requirements Option A
- Requirements Option B
- Reports and Project Control
- Performance Standards
- Objections to Standard Terms and Conditions

- The following chart is in reference to Question 48:

	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023
Average Calendar Days From Submission to Completion (All Types)	94.23	118.66	134.99	108.56	52.23	24.79	16.13	11.36	10.93	10.52	11.12	9.03
Avg Workdays by App Type: New	98.47	110.39	95.40	48.55	48.55	24.14	15.48	11.11	11.05	10.40	10.59	8.96
Avg Workdays by App Type: Reactivation	62.58	52.93	35.33	26.25	30.31	21.18	16.49	12.05	10.07	11.15	13.45	8.95
Avg Workdays by App Type: Revalidation	206.04	190.18	192.10	132.57	68.17	29.28	19.09	12.49	10.53	10.94	12.84	9.44
	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024
Average Calendar Days From Submission to Completion (All Types)	9.03	8.85	9.66	12.55	9.57	8.60	8.67	10.04	7.20	8.30	8.15	9.27
Avg Workdays by App Type: New	8.96	8.35	9.35	12.16	9.37	8.37	8.89	9.69	7.10	8.10	8.10	9.16
Avg Workdays by App Type: Reactivation	8.95	11.38	8.87	13.12	10.98	10.64	8.57	8.91	7.16	9.67	8.75	9.16
Avg Workdays by App Type: Revalidation	9.44	10.54	11.48	14.23	10.15	9.13	7.91	11.66	7.78	8.84	8.19	9.73

- The following charts are in reference to Question 50:

2023	PROMISe Portal Logon Issues	Provider Enrollment
January	573	177
February	695	189
March	745	167
April	642	175
May	647	172
June	526	169
July	541	138
August	658	182
September	607	132
October	526	164
November	558	152
December	472	125
Total	**7,190**	**1,942**
2023 Monthly Average	**599**	**162**

2024	PROMISe Portal Logon Issues	Enrollment
January	584	198
February	469	169
March	588	160
April	705	224
May	681	406
June	608	185
July	532	198
August	612	214
September	592	178
October	831	203
November	779	143
December	501	172
Total	**7,482**	**2,450**
2024 Monthly Average	**624**	**204**

- The following language of Section I-11.A of the RFQ is revised as set forth in red text below:

The electronic response shall be in Microsoft Office or Microsoft Office-compatible format to include Adobe Acrobat pdf files, except for their **NASPO Attachment G, Pricing Schedule**, which should be submitted as a Microsoft Excel Spreadsheet; and any spreadsheets shall be in Microsoft Excel. If a Contractor designates information as confidential or proprietary or trade secret protected in accordance with **Part I, Section I-17**, the Contractor shall also include one redacted version of the Technical Submittal. ~~Contractors may not lock or protect any cells or tabs on the Cost Submittal Worksheet.~~ Contractors shall not lock, encrypt, or restrict access to any files.

- The following language of Section II-4.B of the RFQ is revised as set forth in red text below:

  The final ~~Technical~~ Demonstration scores are determined by giving the maximum number of ~~technical~~ demonstration points available to the quote with the highest raw ~~technical~~ demonstration score.

- The following language of Appendix V, PA CMP01 of the RFQ is revised as set forth in red text below:

  The Contractor shall notify the State in writing within ~~five~~ 24 hours following initial detection of suspected fraud or abuse and provide supporting documentation.

- The following language of Appendix V, Core Services: Key Personnel and Resources of the RFQ is revised as set forth in red text below:

  The Contractor must designate a Technical Manager to manage the design, configuration/build, integration, defect management, and implementation of the Contractor's scope of work.

  Key Personnel and Resources. The Contractor's Technical Manager Lead must meet the following qualifications including:

  a. Minimum of five 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); and

  c. A Bachelor's Degree in Information Systems Engineering, Computer Science, or a related field is preferred.

- The following language of Section I-3 of the RFQ is revised as set forth in red text below:

The selected Contractor shall provide ~~technical user training and~~ user technical support for 24 hours a day, seven days a week.

Respectfully,

Name: Eric McCoy
Title: Issuing Officer, Bureau of Procurement & Contract Management
Email: RA-pwrfqquestions@pa.gov

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
1	Calendar of Events	Due to two holiday weeks during the length of this procurement, will the Commonwealth please allow for an extension of the current Quote due date until January 28, 2025 or later to allow sufficient time for vendors to respond in detail to the Commonwealth specific requirements and secure letters of reference for Key Staff members?	Please refer to Addendum 2.
	RFQ Section	Question	Answer
2	III.4.F and Appendix R	Please confirm that bidders have the flexibility to propose an implementation timeline best suited for the RFQ requirements.	Bidder must respond to the RFQ requirements, including timelines. Bidders may propose alternative implementation timelines for the Department's consideration during negotiations; however, Appendix R procedures should be followed.
	RFQ Section	Question	Answer
3	III-6	RFQ Section III-6 does not include a placeholder for "Contractor Response." Please confirm that no response is required for this section.	There is no written response required for this particular section; however, the requirements must be met and the required documents listed in III-6.2.a-d. must be provided with the quote.
	RFQ Section	Question	Answer
4	I-11.B.1.b	The RFQ requires Bidders to respond using 12-point font. May Bidders use a smaller, still readable font for each of the following non-narrative areas: a) Headers and footers b) RFQ requirement text c) Table text	Please follow the formatting requirements listed in Part I, Section I-11.B.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
5	IV-1 Cost Submittal	In performing our due diligence, we have identified state-specific requirements in Appendix V. The NASPO pricing schedules currently do not allow for adjustments to NASPO pricing for state-specific requirements. Please provide guidance to the bidder community on how the Department would like to see proposed pricing for state-specific requirements	Bidders may adjust pricing to meet Commonwealth-specific requirements and to eliminate requirements not required by the Commonwealth. Any such adjustments should be clearly identified.
6	II-1.	Implementations can be risky, especially if the vendor does not have a proven track record of success. The RFQ requests vendors to disclose cancellations and terminations. We fully support this requirement and suggest the following additions to ensure the Department has a comprehensive risk profile for each bidder: 1) Bidder shall disclose any current or past provider management module implementations that were delayed or where the bidder was put under a corrective action plan. 2) The proposed solution must be in production and certified, using the Streamlined Modular Certification (SMC) process, at the time of bid submission.	Section III-2.A. and B. will provide sufficient information for evaluation of a proposed vendor.
	RFQ Section	Question	Answer
7	IV-1	Since the inception of the NASPO Value Point Provider Services Module, the industry average for the DDI period is approximately 12 months. The original NASPO Value Point pricing was based on a 7-month DDI schedule. Given that the Department is using state-specific requirements, we recommend that bidders be allowed to propose a recommended DDI period with corresponding pricing. Please confirm this understanding.	Please refer to the response to Q.2.
	RFQ Section	Question	Answer
8	Provider Management Module Background	Please provide all relevant metrics associated with the current Provider Call Center, including callers per month, average handle time, number of calls answered by the IVR versus an agent, number of agents, noted volume changes during re-enrollment, number of call flows that are managed,	Sufficient information has been provided to respond to the RFQ requirements.

PA # 01-23

Provider Management Module

Q&A

		number of calls that generate a workflow item that is routed to a Department user, average wait time, average abandon rate, and so forth.	
	RFQ Section	Question	Answer
9	Calendar of Events	We respectfully request an extension of 3 weeks from the current due date for quotes, to 1/17/2025. The RFQ Participating Addendum includes a significant number of Commonwealth-specific requirements. A 3-week extension will provide offerors sufficient time to analyze these new requirements as well as answers to questions that are anticipated to be provided by 12/9/2024.	Please refer to the response to Q.1.
	RFQ Section	Question	Answer
10	III-4.G	Should vendors plan for the required time and effort associated with completing the Intake Form as defined in the CMS SMC methodology in place of the MECT checklists listed in this section?	Yes, III-4.G explains the Contractor's project work items requirements.
	RFQ Section	Question	Answer
11	IV-1	Please confirm that the submitted NASPO Attachment G should be inclusive of any pricing changes related to the Commonwealth's requirements that add to or modify the requirements in the base NASPO agreement.	Please refer to the response to Q.5.
	RFQ Section	Question	Answer
12	Appendix C	Is the vendor's initial offer binding, or will vendors have an opportunity to negotiate or rescind their offer?	The quotes submitted are binding; however, the vendor may modify or rescind their quote prior to the quote due date (see Section I-11.A). The quote may not be rescinded after the quote due date. Some aspects of the quote may be negotiated after selection for negotiations in the Department's sole discretion, but contractors shall not assume that the Department will accept any proposed changes, and must base their quotes on the terms, conditions, and requirements set forth in the RFQ without modification. In the event the parties are unable to come to terms

			during negotiations, the Department will declare an impasse in negotiations and commence negotiations with the next highest scoring contractor.
	RFQ Section	Question	Answer
13	Appendix C	Does the State want vendors to submit exceptions or redline the state's terms at initial offer?	Please refer to Section III-13. Contractors should include proposed modifications and objections to the terms and conditions in their quote. Contractors must **not** assume that any such modifications or objections will be accepted, and must submit their quotes on the basis of the terms and conditions set forth in the RFQ.
	RFQ Section	Question	Answer
14	Appendix C	Is the State willing to negotiate a reasonable cap on Liquidated Damages?	Please refer to the response to Q.13.
	RFQ Section	Question	Answer
15	Appendix C	Is the State willing to negotiate reasonable language protecting Vendor's IP?	Please refer to the response to Q.13.
	RFQ Section	Question	Answer
16	Appendix C	Is the State willing to negotiate a reasonable cure period before LDs are assessed?	Please refer to the response to Q.13.
	RFQ Section	Question	Answer
17	Appendix C	Is the State willing to negotiate a reasonable cure period for termination?	Please refer to the response to Q.13.
	RFQ Section	Question	Answer
18	Appendix C	Though the Price is firm, is the State willing to negotiate a reasonable equitable adjustment?	Please refer to the responses to Q.5 and Q.12.
	RFQ Section	Question	Answer
19	Appendix V, Core Services	With requirement PA PRE05, which references the CMS Interoperability and Patient Access Final Rule (CMS-9115-F), Section 5123 of the Consolidation Appropriations Act, 2023 (P.L. 117-328): Medicaid and CHIP Provisions, and PA Act 146 of 2022, we seek clarification regarding	No, the Contractor will host the API for the Provider Directory.

		the hosting responsibilities for the FHIR API for the directory. According to the Payer Network Implementation Guide found on HL7's website, it appears that the payor is responsible for hosting this API. Could you please confirm if you will be providing this API to our directory?	
	RFQ Section	Question	Answer
20	Appendix V, Core Services	In reference to PA PRE01, the requirement states that the Contractor shall support the enrollment and screening of all types of healthcare providers, including public schools, funeral directors, and atypical providers without an NPI (e.g., LIHEAP and 1115 Waiver). However, it does not include specifics regarding maintenance or revalidation. Could you please clarify if these services are required for LIHEAP and 1115 Waiver type providers as well?	Maintenance and revalidation may be needed for atypical providers.
	RFQ Section	Question	Answer
21	Appendix V, Option A	Please confirm this functionality is limited to provider enrollment appeals. If not, please confirm the vendor's responsibility for all other types of appeal transactions will be data collection and transfer only.	Contractors will not be responsible for appeals.
	RFQ Section	Question	Answer
22	Appendix V, Option A	Please confirm this functionality is limited to provider enrollment appeals. If not, please confirm the processing vendor's application will receive, process and return a status request.	Please refer to the response to Q.21.
	RFQ Section	Question	Answer
23	III-9.B Financial Management	Please confirm the data necessary to produce 1099's will be provided to the selected Contractor as this type of data typically is generated out of the claims module.	The data will be generated from claims provided to the PMM contractor in order to produce the 1099 and make them available on the Provider Portal. The provider will then be able to log on to the Provider Portal and download their 1099s.
	RFQ Section	Question	Answer
24	Appendix V, Option B	Please confirm the data necessary to produce 1099's will be provided to the selected Contractor as this type of data typically is generated out of the claims module.	Please refer to the response to Q.23.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
25	Appendix V	Is PA ENV02 intended to replace the NASPO SLA101 requirement? The NASPO SLA101 specifically references "Availability 99% of the time, 24 hours a day, seven days a week," whereas PA ENV02 does not include this reference to 99% availability. We need clarification on whether PA ENV02 encompasses the same availability expectations or if there are differences in the requirements.	No, EVV02 states the Contractor must meet the state requirement. The Commonwealth's requirements are in the SLA101.
	RFQ Section	Question	Answer
26	Appendix V	With requirement PA INT01, will the state expect us to support versions that are phased out? Specifically, we need to understand if there are any obligations to maintain compatibility or provide updates for software versions that are no longer actively supported or have reached their end- of-life.	PA INT01 has sufficient language to respond to the RFQ requirement.
	RFQ Section	Question	Answer
27	I.3	When is the anticipated contract award date?	This award date is the date of Participating Addendum execution. DHS anticipates that this will occur in the 3rd quarter of 2025; however, this is subject to change.
	RFQ Section	Question	Answer
28	I.3	When is the selected Contractor expected to start providing services?	Please refer to the response to Q.27.
	RFQ Section	Question	Answer
29	General	The appendences indicate that deliverables sent for approval must first get PMO approval prior to requesting Department approval. Please confirm that this is the case and provide the expected timeframes for PMO and Department reviews.	The PMO will review all documents and make recommendation to the Department for consideration for approval or disapproval. Times vary on the approval times and will be detailed in the Integrated Master Schedule.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
30	III-4.A.3	This section refers to a Project Scope document that must receive Department Approval. Please confirm that this should be added to the list of Deliverables.	This is a joint Deliverable developed in collaboration with the Contractor and the PMO. It is not solely the responsibility of the Contractor.
	RFQ Section	Question	Answer
31	III-4.F.1	This section refers to the CFFR Release Management Plan. This reference is not found anywhere else. Please explain the term and usage of the document.	Please refer to Addendum 2.
	RFQ Section	Question	Answer
32	III-5.A.5	This section refers to frequently encountered languages. Please provide a listing of the required languages to be supported.	Please refer to the response to Q.105
	RFQ Section	Question	Answer
33	III-9.A	Please confirm that the 7x24 support line is for technical support and not for general inquiries.	Yes, this is for technical support of the Contractors solution.
	RFQ Section	Question	Answer
34	III-9.A	Does the Department expect the contractor's incident management to be supported and tracked by the same CRM tool that is used to support the call center.	As stated in the requirement 'selected Contractor shall identify and solve all issues with their system via a Customer Relationship Management ("CRM") tool.'
	RFQ Section	Question	Answer
35	Appendix V	Please confirm that this requirement only applies to the production environment and not all environments.	Correct, this applies to the production environment.
	RFQ Section	Question	Answer
36	Appendix V	Please confirm that the NASPO requirements not listed in this appendix are not applicable to this project.	Correct, only the requirements contained in the RFQ are applicable.
	RFQ Section	Question	Answer
37	Appendix X	Please confirm that this requirement only applies to the production environment and not all environments.	Please refer to III-11.A. for the requirements. Contractor shall meet or

PA # 01-23

Provider Management Module

Q&A

			exceed the performance standards/SLAs set forth in the selected Contractor's NASPO Master Agreement and the Pennsylvania-specific SLAs set forth in Appendix X.
	RFQ Section	Question	Answer
38	Appendix W	Please confirm that the NASPO SLAs not listed in this appendix are not applicable to this project.	Confirmed.
	RFQ Section	Question	Answer
39	I-4.A	Please provide average time to process new enrollments and revalidations currently.	The answer is not required to respond to the requirements set forth in the RFQ.
	RFQ Section	Question	Answer
40	I-4.A	Please provide average number of new enrollment received (weekly, monthly, annually).	Appendix B Background has sufficient estimated volume for a Contractor to complete a quote with pricing.
	RFQ Section	Question	Answer
41	I-4.A	Please provide average number of revalidations received (weekly, monthly, annually).	Please refer to the response to Q.41.
	RFQ Section	Question	Answer
42	I-4.C	Please provide volumes of enrollment and revalidations that are returned to providers for additional information.	The answer is not required to respond the requirements set forth in this RFQ.
	RFQ Section	Question	Answer
43	I-4.C	Please provide volumes of calls from providers (weekly, monthly, annually) from provider due to enrollment and ongoing maintenance issues.	The statistics are applicable to the current process and may not necessarily be valid for the Contractor's proposed solution.
	RFQ Section	Question	Answer
44	I-4.C	Please provide volumes of complaints from providers (weekly, monthly, annually) from provider due to enrollment and ongoing maintenance issues.	Please refer to the response to Q.43.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
45	III-2. A	Given the Department's interest in cancellations and terminations, we recommend requiring bidders to also include any Provider Management Module (PMM) projects where they have been, or currently are, under either a Corrective Action Plan (CAP) or Stop Work Order within the past two years.	Please refer to the response to Q.6.
	RFQ Section	Question	Answer
46	Calendar of Events	For planning purposes, please provide planned Award and Project Start dates.	Please refer to the response to Q.27.
	RFQ Section	Question	Answer
47	Appendix B, PMM Background	Please provide a list of existing interfaces, file formats, and interface frequencies.	The existing interfaces may not be applicable the Contractor's proposed solution and will not be provided.
	RFQ Section	Question	Answer
48	I-4 Objectives	A stated objective in the RFQ is to "reduce the average time to process applications for new enrollments and revalidations." Please provide a historical average time to process for both new enrollments and revalidations for the past two years by month.	Please refer to Addendum 2.
	RFQ Section	Question	Answer
49	I-4 Objectives	A stated objective in the RFQ is to "reduce the number of applications that are returned to a provider for additional information." Please provide any historical metrics on the number of applications returned for the past two years by month.	This metric is not currently tracked but should be tracked in the future.
	RFQ Section	Question	Answer
50	I-4 Objectives	A stated objective in the RFQ is to "reduce the number of calls or complaints from providers...due to maintenance activities issues." Please provide any historical metrics on the number of complaints received for the past two years by month.	Please refer to Addendum 2.
	RFQ Section	Question	Answer
51	I-4 Objectives	A stated objective in the RFQ is to "improve provider satisfaction." How is provider satisfaction currently measured? Please provide any metrics or information on provider satisfaction for the past two years by month.	This metric is not currently tracked but should be tracked in the future.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
52	I-11 Quote Requirements	This section references both the NASPO Attachment G, Pricing Schedule and a Cost Submittal Work sheet. Please explain the difference and purpose of each of these artifacts.	Please refer to Addendum 2.
	RFQ Section	Question	Answer
53	Appendix V, PMM Requirements Response Matrix Final KR02	There are two requirements numbered KR02. Please consider renumbering the item on row 569 to be PA KR01 for consistency.	The requirements are correctly numbered.
	RFQ Section	Question	Answer
54	Appendix V, PMM Requirements Response Matrix Final BR03	Does a Detailed System Design Document, which contains all Business Rule logic for use cases, meet the Department's definition of a Business Rules Catalog?	No, the Business Rules Category is separated and must be kept current as Business Rules change after initial implementation. It is required to be current throughout the life of the contract.
	RFQ Section	Question	Answer
55	PART II: II-4. B Demonstration	The second paragraph states, “The final Technical scores are determined by giving the maximum number of technical points available to the quote with the highest raw technical score.” Please confirm this should state, “The final Demonstration scores are determined by giving the maximum number of demonstration points available to the quote with the highest raw demonstration score."	Please refer to Addendum 2.
	RFQ Section	Question	Answer
56	Appendix V, PA INT01	Please specify currently supported Microsoft versions and the current technologies for data interchange methods.	The Commonwealth supports the current Microsoft version and two past versions.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
57	Appendix V, PA PRE02	Please confirm that providers with the same tax ID but different National Provider Identifiers (NPIs) and locations will be enrolled under separate applications.	The process for enrollment will be determined during the design and development based on the Contractor's solution capabilities.
	RFQ Section	Question	Answer
58	Appendix V, PA FSMS01	Please confirm that the Provider module is not responsible for generating/calculating 1099 amounts, due to required financial data about claims and payments being stored in the Claims and Financial systems. Will the Financial system, responsible for such calculations and generation, pass the 1099 as a document to the Provider module for display in the self-service portal?	The 1099 will be available and displayed in the self-service portal.
	RFQ Section	Question	Answer
59	Appendix V, PA SEC02, SEC41	Does the Provider Services Module vendor need to include a Single Sign On (SSO) solution or integrate with the Department's SSO?	The SSO should integrate with the Department's SSO. The Contract must comply with the current version of PA SEC02, SEC41 at the time of implementation.
	RFQ Section	Question	Answer
60	Appendix V, PA CMP01	The requirement reads, "The Contractor shall notify the State in writing within five 24 hours following initial detection of suspected fraud or abuse and provide supporting documentation." Please clarify "five 24 hours."	Please refer to Addendum 2.
	RFQ Section	Question	Answer
61	Appendix V, Core Services: Key Personnel and Resources	The Requirements Response Matrix (RRM) lists qualifications for all Key Personnel roles except the Technical Manager. Please clarify the expected qualifications for the Technical Manager.	Please refer to Addendum 2.
	RFQ Section	Question	Answer
62	Appendix J, PA SLA02	Please clarify what specifications will be used to monitor this SLA. Does this SLA only pertain to the DDI scope? What is meant by "each" implementation?	The SLA applies to the initial implementation and to each additional implementation of future versions of the Contractor's solution.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
63	Appendix J, PA SLA03	Our implementation approach includes defining the delivery requirements for each formally produced report. We suggest that this SLA state that the Contractor must ensure all production reports will be available for online review by the Department pursuant to the agreed upon schedule as documented in the System Design Document (SDD).	The SLA applies to Production Reports after the initial implementation. The Reports will be defined in the SDD. The SLA applies to the delivery of the reports in M&O.
	RFQ Section	Question	Answer
64	Appendix J, PA SLA08	We suggest that the wording of the SLA and LD be constrained to Key Personnel.	Yes, SLA08 is for Key Personnel.
	RFQ Section	Question	Answer
65	Appendix J, PA SLA09	Is the 99.9% availability calculated using a 1-month reporting period? Please specify if this only applies to production environments.	Yes, availability is calculated on a calendar month and applies to the Production Environment.
	RFQ Section	Question	Answer
66	Appendix J, PA SLA17	Please revise the SLA to state, "The Contractor shall meet system response time requirements within the Contractor's control." Please specify the definitions for each of the categories.	This is related to SLA 27 not 17. Response time is for all categories control by the Contractor's solution.
	RFQ Section	Question	Answer
67	General	The RFQ lists "Project Work Plan" and "Project Tasks" as two of the required sections for the Technical Submittal. There are no corresponding sections in the detailed outline of Offeror's Response requirements, though. Please confirm that "Project Work Plan" and "Project Tasks" should be addressed in III-4. Project Phases.	Please refer to Addendum 2.
	RFQ Section	Question	Answer
68	Calendar of Events	Please provide all post-RFP dates available, including estimated timeframes for demonstrations, award, implementation, and Go Live for the solution.	DHS anticipates Go Live will occur in the second half of 2026; however, this is subject to change.
	RFQ Section	Question	Answer
69	Section I-3.	Page 5 of the main RFP requires, *"All historical provider data in PROMISe™ shall be converted by the selected Contractor to the Contractor's PMM for validation against provider claim requests and other provider management uses."* How many years of historical data will need to	Ten years of historical data will be converted. Estimated 100,000 records will be converted.

		be converted and migrated to the new system? What is the approximate volume of the data to be converted?	
	RFQ Section	Question	Answer
70	Section I-3.	Page 5 of the main RFP requires, *"The selected Contractor shall provide technical user training and user technical support for 24 hours a day, seven days a week."* Please confirm help desk hours for live support and training can be within standard business hours so long as access to online help documentation is available 24/7 to users.	Technical support is required 24/7. Training and user support will be during the Commonwealths normal business hours.
	RFQ Section	Question	Answer
71	Section I-3.	Please confirm the selected PMM contractor will only be responsible for responding to inquiries related to the enrollment and maintenance of provider data and will not be responsible for addressing inquiries related to claims processing, eligibility, or other non-provider management related inquiries.	Please refer to Addendum 2.
	RFQ Section	Question	Answer
72	Section I-3.	Please advise if the selected contractor will be responsible for conducting an outreach and education campaign to reach providers and educate them on the transition and ongoing use of the replacement PMM platform.	Yes, the selected Contractor will provider outreach and education opportunities to providers prior to and after implementation.
	RFQ Section	Question	Answer
73	Section I-4.C.	The last bullet in Section C. Provider Satisfaction states, *"Increase efficiency within the application process by pre-populating information for previously and currently enrolled providers."* For those providers currently enrolled, some states desire all providers to be re-enrolled during the implementation period, while other states elect to convert the current due dates for revalidation into the new system, thereby keeping providers' revalidation schedules on the current trajectory. To maximize efficiency, please confirm that the State will not expect the PMM Contractor selected to re-enroll all providers during the implementation period, keeping the providers' current revalidation schedules on track.	This will be determined during the initial Developmental Phase.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
74	Section I-4.E. and Appendix B.8	For the MMIS Modernization Project, please confirm the State intends to allow the vendor selected to enable the auto-approval of applications, revalidations, and other changes. For example, revalidations, changes, or applications meeting certain criteria can be auto-approved or denied.	This will be determined during the initial Developmental Phase.
	RFQ Section	Question	Answer
75	Section I-11. B.1. and Section III-4. III-5., & III-6.	Page 9 of the RFP outlines the 12 specific section headings bidders should use. However, Sections III-4. Project Phases, III-5. Bolstering Service Delivery through a Digital Experience Strategy, and III-6. Non-Commonwealth Hosting are not listed among the 12 section headings provided. Therefore, should bidders place their responses to these sections under the 'Project Work Plan' or the 'Project Tasks' section headings? Please clarify.	Please refer to the response to Q.67.
	RFQ Section	Question	Answer
76	Section I-17.C.	Pages 11-12 of the main RFP note that Appendix H may be utilized following award of the Participating Addendum. Please confirm this means that bidders are not required to include Appendix H with their submissions at this time.	Contractors should include Appendix H with their quote if they deem any of the information contained therein to be confidential proprietary information or trade secrets: "If a quote contains confidential proprietary information or trade secrets, the Contractor shall provide a signed written statement to this effect **with the submission** …"
	RFQ Section	Question	Answer
77	Section III-4. and Appendix X	What is the anticipated period of performance for this contract? While the solicitation mentions a five-year base contract with five one-year renewal options available, there does not appear to be a proposed start date in the materials provided. Please clarify or provide additional details regarding the expected start date, including for the Core Services and the additional functionality under Options A and B.	Please refer to Q27.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
78	Section III-7. and Appendix V	Please clarify if Appendix V, PMM Requirements Response Matrix is required to be completed and included with bidders' responses, or if only narrative responses are required at this time.	Yes, Appendix V, PMM Requirements Response Matrix is required to be completed with submission.
	RFQ Section	Question	Answer
79	Section IV-1.	Page 38 states, *"The Contractor should use 139,000 unduplicated providers."* Please also provide the provider count for each year over the past five years.	This information is not needed to submit a quote.
	RFQ Section	Question	Answer
80	Appendix B.8	The current Fiscal Agent distributes various materials via an outbound mail service, including the 5,000 Provider 1099 Documents mailed annually, as noted on page 7 of Appendix B. Would the current Fiscal Agent continue to be responsible for mailing the 1099s and all other PMM documents through the existing mail process, or would the selected contractor need to set up their own outbound mail service? Please clarify any inbound/outbound mailing responsibilities vendors should account for in their pricing.	The intent is to use the current Fiscal Agent's mailroom.
	RFQ Section	Question	Answer
81	Appendix B, Table 1	Please define which letter types must be sent to providers via hardcopy mail versus those that can be distributed through an online portal/electronic mail system.	Letters, when mailed, will be from the current Fiscal Agent's mailroom. The PMM Contractor will send a PDF to the Fiscal Agent's for printing and mailing. The PMM Contractor will send online letters and notices.
	RFQ Section	Question	Answer
82	Appendix B, Table 1	Since there are very few paper applications received today, will the State require providers to complete their application electronically only, or should bidders account for setting up a new mail center as part of their pricing provided?	Mail will be received by the current Fiscal Agent's mailroom, imaged, and securely sent to the PMM Contractor.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
83	Appendix B, Table 1	Please identify any provider manuals or other similar materials that must be distributed via hardcopy mail, or whether materials can be distributed via an online portal/electronic mail system only.	Provider Manuals will be available online.
	RFQ Section	Question	Answer
84	Appendix B, Table 1	Pease provide a breakdown of the total number of providers enrolled by provider type.	This information is not needed to submit a quote.
	RFQ Section	Question	Answer
85	Appendix B, Table 1	For the electronic portal applications and revalidations received, please confirm the State accepts electronic signatures as binding signatures, with no requirement to separately receive paper mailed 'wet' signatures.	The Department accepts certified electronic signatures.
	RFQ Section	Question	Answer
86	Appendix B, Table 1	Please provide the number of provider enrollment changes or maintenance application updates received each month over the past 24 months.	The number of provider enrollment changes and maintenance will not be applicable to a new PM Module with new processes and automation.
	RFQ Section	Question	Answer
87	Appendix B, Table 1	Please provide the number of new provider enrollments processed monthly over the past 24 months by provider type.	The table provided two years of totals, which the vendors can use to determine the average amount if they need to.
	RFQ Section	Question	Answer
88	Appendix B, Table 1	What is the average number of provider revalidations performed each month over the past 24 months?	The table provided two years of totals, which the vendors can use to determine the average amount if they need to.
	RFQ Section	Question	Answer
89	Appendix B, Table 1	Please provide the total number of provider enrollment and maintenance inquiries received by month over the past 24 months via email, chat, phone, and any other channel.	The number of provider enrollment changes and maintenance will not be applicable to a new PM Module with new processes.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
90	Appendix V, Core Services tab, Self-Service Portal ID #PSER15, line #399	For the chat functionality required, please clarify if the chat should be with a live customer care representative, or if an Artificial Intelligence (AI)-enabled tool can be provided instead. Please also advise if there are any SMS channels required for the receipt of inquiries.	Chat may be AI initial, but user must be a lot to request live chat or a live agent via the phone. The Department will work with the Contractor to determine the appropriate SMS channels.
	RFQ Section	Question	Answer
91	Appendix V, Staffing Requirement ID #STF03, line #40	Requirement #STF03 states, *"The Contractor shall designate at least one (1) in-state staff position to conduct site visits."* Please clarify if all site visits are conducted in-person, or if any site visits are conducted virtually. If both, what percentage of site visits are conducted virtually?	Site visits may be virtual or on-site. The Department anticipates about 50% will be conducted virtually, but this is subject to change.
	RFQ Section	Question	Answer
92	Appendix V, Staffing Requirement ID #STF03, line #40	Please provide any site visit statistics available, including the total number of site visits conducted each month for the past 24 months.	Current site visits based on the legacy vendor's application and will not be applicable to the new PM Module.
	RFQ Section	Question	Answer
93	Appendix V, Staffing Requirement ID #STF04, line #41	For the Provider Enrollment Call Center, please provide all available statistics for the past 24 months, including the total number of calls received monthly by call type for all calls the successful PMM contractor will be responsible for.	Current calls and statistics are based on the legacy vendor's application and will not be applicable to the new PM Module.
	RFQ Section	Question	Answer
94	Appendix V, Staffing Requirement ID #STF04, line #41	For the Provider Enrollment Call Center, please provide the first call resolution rates achieved each month by the current contractor over the past 24 months.	Current first call resolution statistics are based on the legacy vendor's application and will not be applicable to the new PM Module.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
95	Appendix V, Staffing Requirement ID #STF04, line #41	Please provide the average handle time per call type for each of the past 24 months for the Provider Enrollment Call Center.	Current call handling time statistics are based on the legacy vendor's application and will not be applicable to the new PM Module.
	RFQ Section	Question	Answer
96	Appendix V, Staffing Requirement ID #STF04, line #41	Please provide the call abandonment rate for each of the past 24 months for the Provider Enrollment Call Center.	Current abandon call time statistics are based on the legacy vendor's application and will not be applicable to the new PM Module.
	RFQ Section	Question	Answer
97	Appendix V, Customer Relationship Management ID #CRM02, line #9	Should the voice messaging system required also be enabled for standard hours for those providers who would prefer a call back instead of waiting?	Yes, the voice messaging system should be enabled for standard hours.
	RFQ Section	Question	Answer
98	Section I-5	The Agreement between the selected vendor and the Department will include NASPO Montana Agreement, IT Contract Terms and Conditions, DHS Addendum to IT Contract Terms and Conditions and Audit Clause C. The intent behind NASPO deal is to shorten the negotiation process which encourages the State and the vendor to use the NASPO T&Cs accompanied by a Participating Addendum that provides PA specific terms and conditions. Is the Department open to limiting the Participating Addendum to Commonwealth specific terms and conditions?	Please refer to the response to Q.13. If the contractor determines that certain terms are duplicative, it should identify them as part of its objections. The Department may elect to accept the Master Agreement terms in this case.
	RFQ Section	Question	Answer
99	Appendix V PMNT10	The requirement states that the contractor's shall collect and maintain the Pay for Performance (P4P) information from Medicare. Please explain how this data will be provided.	This is a core product requirement that the vendors should already have access to.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
100	Appendix V DCB08	The requirements state that the Contractor will work with the Systems Integrator and the Department to establish required interfaces. Please provide the name on the Commonwealth's system integrator and the system integration framework.	The Commonwealth currently does not have a System Integrator.
	RFQ Section	Question	Answer
101	Appendix V KR01	The requirements states that all personnel must be located in the continental United States (which includes Alaska) or Hawaii to be granted access to provided systems and services and Commonwealth data. If data is de-identified, may the contractor use non-US resources to provide some aspects of program support?	The Contractor can propose a solution for consideration; however, Commonwealth data is not allowed outside the United States.
	RFQ Section	Question	Answer
102	Appendix V PSC01	The requirement states that the Contractor will conduct pre-and post-enrollment onsite screenings of moderate and high-risk providers. Please provide the average monthly volume of site visits conducted currently. Additionally, will the state consider virtual site visits?	Current screening statistics are based on the legacy vendor's application and will not be applicable to the new PM Module. Virtual site visits may be proposed by the Contractor for consideration.
	RFQ Section	Question	Answer
103	Appendix V COR02	Req ID COR02 says, "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." Does 'State approved' print and mail service mean that the State will be providing the service vendor or that the Contractor is to provide their own that is to be approved by the State?	The current fiscal agent will provide mailroom services.
	RFQ Section	Question	Answer
104	Appendix V COR10	The requirement states that the Contractor will generate applicable notices to members, providers and other entities. Please confirm that member notices are not in scope for this project (MT removed members in a later agreement)	No, member notices are not required at this time.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
105	Appendix V COR13	The requirement states that the Contractor will create materials for a culturally diverse population. Will more languages than English and Spanish be required? Will the Commonwealth be responsible for translation?	The Commonwealth will provide a language attachment which may be used by the Contractor.
	RFQ Section	Question	Answer
106	Appendix V PRCC01	The Requirement states that 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. Please provide annual interactions volumes for calls, emails, chat interactions and their associated average handled time (AHT).	Current call statistics are based on the legacy vendor's application and will not be applicable to the new PM Module.
	RFQ Section	Question	Answer
107	Appendix 0-Defect Management Plan	In the Defect Management Plan Approach document, it states: All stakeholders will have access to and will use the TFS system. Does this mean the bidder must use the State provided TFS for defect management and the module provider must populate the defects into TFS? Can the bidder interface their solution with the TFS system?	The Commonwealth now uses Microsoft ADO and the Contractor will be given access.
	RFQ Section	Question	Answer
108	Appendix P-Requirements Management Plan	In the requirements Management Plan Approach document, it states-- The Departments instance of TFS will be used as the main repository for all requirements? Does this mean the bidder must use the State provided TFS for defect management? Can the bidder interface their solution with the TFS system?	The Commonwealth now uses Microsoft ADO and the Contractor will be given access.
	RFQ Section	Question	Answer
109	Appendix V-PSER04	Please confirm that these appeals are specific to the provider's enrollment and eligibility status. Please confirm which entity (bidder or the Commonwealth) will be responsible for responding to these appeals. If the bidder is responsible for this, please include volumes.	The Commonwealth responds to appeals.

PA # 01-23

Provider Management Module

Q&A

	RFQ Section	Question	Answer
110	Appendix V-CRM07	NASPO allows for three users to access the system. Please provide a count of Agency personnel that will require access to the systems that make up the solution and confirm that access requires that ability to update the CRM ticket.	The count will be determined during system development. Yes, that access requires that ability to update the CRM ticket.
	RFQ Section	Question	Answer
111	Appendix V-KR21	The requirement states that 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. Please confirm that the Commonwealth meant EST versus MST.	Yes, the time zone is the Eastern Time Zone.
	RFQ Section	Question	Answer
112	Section III-5.	In the design principles and requirements section, the Commonwealth outlined that they are standardizing and deploying a centralized data hub, please share the timeline associated with this.	The timeline for a Data Hub has not been established by the Commonwealth.
	RFQ Section	Question	Answer
113	Quote Response. B. Quote Format 1. Technical Submittal.	The sections outlined in B.1 do not exactly match the responses required in Part III Technical Submittal. Should vendors consider Part III Technical Submittal to be the correct outline for responses?	Please refer to Q.75.

VENDOR TECHNICAL SUBMITTAL

Technical Redacted

Gainwell Technologies LLC

Response for Commonwealth of Pennsylvania Department of Human Services

Provider Services Module

Request for Quote: PA 01-23

February 7, 2025
12:00 PM

gainwell

APPENDIX D
QUOTE COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES
PA #01-23
PROVIDER SERVICES MODULE

Enclosed in two separate submittals is the Quote of the Contractor identified below for the above-referenced PA:

Contractor Information:	
Contractor Name	Gainwell Technologies LLC
Contractor Mailing Address	5615 High Point Drive Irving, TX 75038
Contractor Website	www.gainwelltechnologies.com
Contractor Contact Person	Sam Rashdan
Contact Person's Phone Number	(608) 684-0300
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	sam.rashdan@gainwelltechnologies.com
Contractor Federal ID Number	27-1510177
Contractor SAP/SRM Vendor Number	542948

Submittals Enclosed:	
Δ	Technical Submittal
Δ	NASPO Attachment G, Pricing Schedule

[redacted]

CONTRACTOR'S QUOTE MAY RESULT IN THE REJECTION OF THE CONTRACTOR'S QUOTE

Table of Contents

[illegible]

III-1. Statement of the Project

III-1. Statement of the Project. State in succinct terms your understanding of the Project and the services required by the NASPO Requirements and this RFQ. The Contractor's response should demonstrate that the Contractor fully understands the scope of services to be provided and the Contractor's responsibilities.

1.1 Achieving Project Outcomes

The Pennsylvania Department of Human Services ("The Department") is looking for a single qualified contractor through the NASPO Value Point agreement to provide management services for the Provider Management Module (PMM) Core Services, Option A and Option B that is:

- Configurable and flexible to the Department's requirements and business needs
- Meets all federal mandates, state regulations, and technology standards including CMS Conditions and Standards set in 42 CFR §433.112
- Complies with the Commonwealth Information Technology Policies and WCAG (Content Accessibility Guidelines)
- Provides Core functionality with key features that include:
  - Self-service enrollment
  - Maintenance portal that is configurable by provider type, specialty, and risk level
  - A public-facing, searchable provider directory in accordance with CMS Interoperability and Patient Access Final Rule (CMS-9115-F)
  - Automatic workflow routing
  - Reporting, visualization, and dashboarding capabilities
- Options A & B services and features that enable:
  - Self-service, claim status inquiries, and benefit limit verifications
  - Ability to upload, view, and download files
  - Online provider appeal requests and access to enter claims
  - Collection and recording of State Auditor's Office Financial Information
  - Provider site visit services
  - Technical help desk
  - Provider Services Contact Center that includes a Customer Relationship Management (CRM) System and Integrated Voice Response System

As an industry leading solution provider and proven Medicaid partner with the Department, Gainwell is uniquely positioned to implement and integrate the provider services module as described in the Request for Quote (RFQ). Together, we will

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achieve the Commonwealth's objectives for reducing provider enrollment processing time, implementing better reporting and dashboarding, improving provider satisfaction and self-service capabilities, enabling process standardization and automation, and positioning the Commonwealth for future enhancements such as Centralized Credentialing.

Reduce Provider Enrollment Processing Time

Our PMM reduces the average processing time for new enrollments and validations, strengthening provider relationships and freeing users to focus on more complex tasks by:

- Providing self-service processes including online help and training that enable providers to gain assistance at every step of enrollment and re-validation
- Avoiding application returns through dynamic rules by provider type that are specific to Pennsylvania, so that providers receive pre-enrollment checklists by type and specialty and are only prompted within the online form for needed information for their provider type
- Offering a streamlined online application that can be configured to pre-populate information that providers can quickly validate

Reduced Enrollment Time

Gainwell's PMM proven results:

- Reduces enrollment time on average to 15 minutes
- 24-hour application approval turnaround
- 90+ percent first pass rate

Reporting and Dashboarding

Reporting and dashboarding objectives are addressed by the various solution features:

- Each standardized process workspace that drives operational efficiency comes with a built-in online management dashboard, to monitor operational metrics and performance against service levels. The online, interactive dashboards can be enhanced and customized to meet the Commonwealth's specific needs for reporting on enrollments, revalidations, and other standardized operational processes such as ongoing monthly screenings of provider qualifications.
- The Integrated Contact Center functionality includes built-in reporting that provides standardized industry metrics for contact center performance such as abandon rate and wait times. These metrics allow the Contact Center manager to monitor performance down to the agent level. Tracking and reporting for calls, chats and emails requiring follow-up action are performed from the CRM tool, which facilitates responsiveness in resolving providers' questions and issues.
- PMM data extracts offer additional flexibility to create reports. Current and future data warehouse and analytics tools can also be supported, to adapt PMM to fit with existing business operations and oversight practices.

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- [illegible]

Provider Satisfaction

[illegible]

- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]

Provider Portal

[illegible]

- [illegible]
- [illegible]
- [illegible]

Process Standardization and Automation

Process standardization and automation enables the Department to gain efficiencies and scale to support the large population of providers and their needs. This is accomplished with robust PMM workflows and automation that result in:

- Reducing the effort and time to process provider enrollments and revalidations through automated pre-screening against all federal and state data sources.
- Standardizing and streamlining enrollment process and approvals across teams through a rules-based online workflow process. Workflow steps are configured for routing to the correct reviewers and approvers based on customer-defined roles and rules. Rules also control the degree of automation that is enabled. For example, the results of automated pre-screening can be automatically approved or require manual review based on Department policy.
- Avoiding audit findings and ensuring compliance with provider regulations through automated ongoing screening. When issues are found with a provider's record such as for professional licensure expiring soon, workflow is automatically initiated with multiple automated notifications, a configurable grace period, and automated suspension of enrollment when the grace period ends. The PMM also enables services staff to re-activate providers with minimal effort once the compliance issue is resolved, without the provider having to re-enroll.
- Streamlining provider interactions through an Integrated Contact Center (ICC) that allows providers access to assisted and self-service support through multiple channels, including voice, email, and chat. [redacted] available via the Provider Portal to quickly answer frequently asked questions, acting as a modern alternative to traditional voice-based IVR and Portal online inquiry features.
- Improving the quality of provider contact information with online self-service. In our experience, more reliable contact information in conjunction with improved communication methods results in more effective, proactive communications with the provider community.

Future Enhancements

The future enhancement objective is met through the advanced PMM architecture that sustains and extends the business benefits along with frequent releases to keep the PMM current. Additionally, our design approach prioritizes detailed feature enhancements that can be toggled on or off based on different client requirements. Thousands of these configurable elements exist within our PMM design for the User Interface (UI) and within rules and data elements. This approach allows the software to be regularly updated by clients without user disruption and supports compatibility across releases.

The flexible design of the PMM supports and establishes integration with existing and future modules when required. This is key for supporting the Department's potential

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[illegible]

[illegible]

[illegible]

1.2 PMM Solution Scope

[illegible]

Core and Option A Scope

The Core PMM modular components include Provider Enrollment, Screening, and Provider Management modules as shown in the upper left portion of the diagram. The Portal including intelligent chatbot functionality is included under NASPO option A. The PMM modules are optimized for the Department with configurable workflows and business rules COTS software, and support integration with included COTS content management functionality. Configurable dashboards with visualized charts, tables, and graphs are built into these provider solution components. Reporting and standard data extracts are also present within each solution component as standard features that meet RFQ requirements across Core and both NASPO Options.

We will leverage the Pennsylvania Keystone solution to facilitate single sign-on for providers and business partners. The Gainwell Identity and Access Management Solution will federate with Keystone. The Provider Portal will be integrated with the existing PA.GOV and be able to receive, and validate credentials among Commonwealth websites, applications, and digital services to allow seamless navigation to and from PA.Gov.

Gainwell's application delivery organization provides support and maintenance for the cloud-hosted environment with security and operations monitoring and management across the application and platform layers. [redacted] processes, including for 24x7x365 and technical help desk support. Gainwell's specialized services teams provide privacy and security, disaster recovery, business continuity planning, and audit support.

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Option B

[illegible]

- **Provider Contact Center.** [illegible]
- **Provider Enrollment Support.** [illegible]
- **Financial Information Management.** [illegible]
- **Provider Site Visits** [illegible]
- **Gainwell Leveraged Mailroom** [illegible]
- **Training** [illegible]
- **Quality.** [illegible]

[illegible]

1.3 Implementation Project Scope

A[illegible]

[illegible]

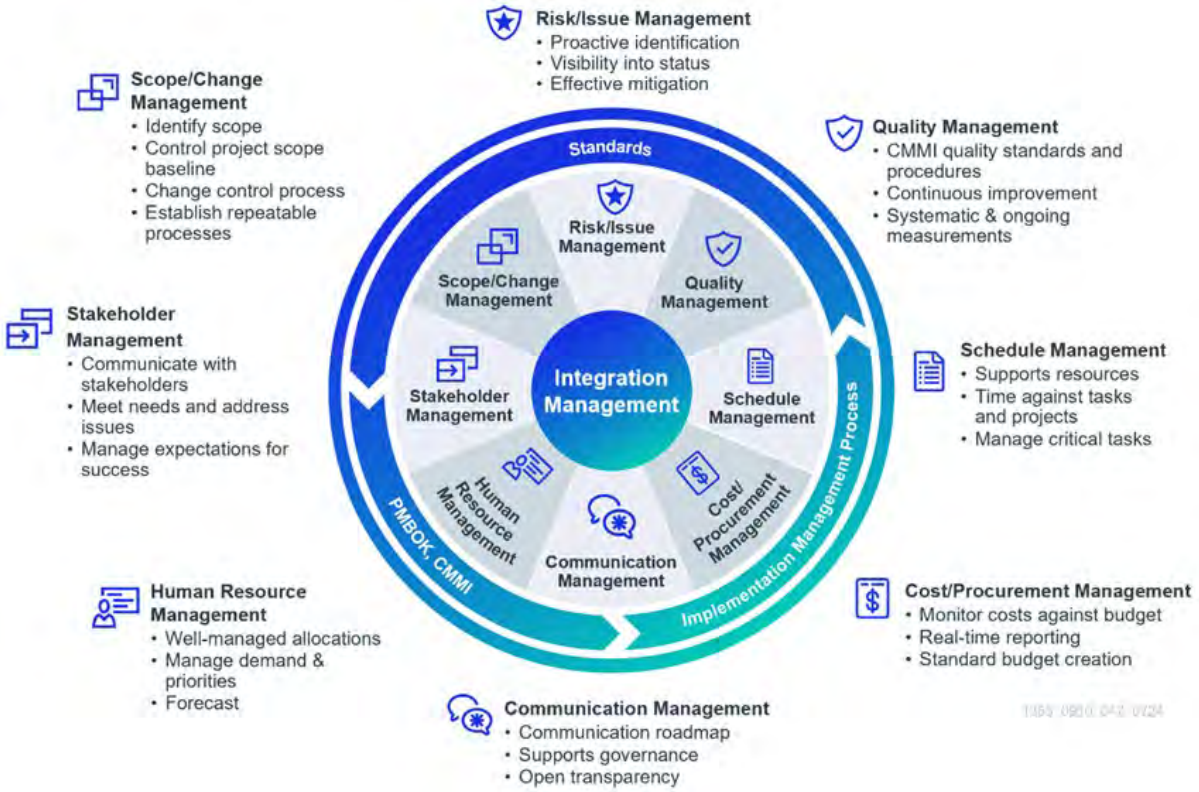
[illegible]

[illegible]

[illegible]

[illegible]

Figure 2. Gainwell Project Management Components



A[illegible]A[illegible]A[illegible] [redacted] [illegible]

[illegible]

A[illegible]

[illegible]A[illegible]A[illegible]

Our CMS Certification Practice partners with clients to execute best practices that maximize client access to enhanced federal financial participation (FFP) and the ability to meet the needs of vulnerable participants. Since 2008, Gainwell has assisted 25 Medicaid clients in achieving CMS certifications using modern certification criteria including Streamlined Modular Certification (SMC), Medicaid Enterprise Certification Toolkit (MECT), and Outcomes-Based Certification (OBC) approaches. Our PMM Modular solution has been certified in three states: Virgina in April,2023, Vermont in February, 2020, and Kansas in August 2019 and 2023 with the implementation of new features. Our Provider Enrollment and Case Tracking was certified in Puerto Rico in January 2021.

CMS Certification Experience

- Successfully completed 25 CMS Certifications with zero findings
- PMM modular solution implemented and CMS-certified in four states/ territories
- Proven approach that uses mature, reusable processes

All were certified back to Day 1 of operations, resulting in maximum federal financial participation for the states. More recently, we have implemented several modules following the MITA 3.0 framework and standards.

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II-2. Qualifications

A. Company Overview

The Contractor should disclose any contract or agreement cancellations, or terminations within seven years preceding the issuance of this RFQ. If a contract or agreement was canceled or terminated for lack of performance, the Contractor shall provide details on the customer's allegations, the Contractor's position relevant to the allegations, and the final resolution of the cancellation or the termination. For each cancelled or terminated contract, the Contractor shall include the customer's Company or entity name, address, contact name, phone number, and email address. The Department may disqualify a Contractor based on a failure to disclose such a cancelled or terminated contract or agreement. If the Department learns about such a failure to disclose after a Participating Addendum is awarded, the Department may terminate the Participating Addendum.

Gainwell has not had any contracts with a federal, state, or municipal governmental authority terminated for cause within the past seven years. Since becoming a standalone company on October 1, 2020, Gainwell has had the following contracts terminated for convenience.

Client Name & Address: [redacted]

Contact Name: [redacted]

Contact Email & Phone Number: [redacted]

Termination: [redacted]

Effective Date: [redacted]

Client Name & Address: [redacted]

Contact Name: [redacted]

Contact Email & Phone Number: [redacted]

Termination: [redacted]

Effective Date: [redacted]

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B. Prior Experience

The Contractor should include experience in modular PMM implementations similar in size and complexity as Pennsylvania's PMM project.

Experience described should be work done by individuals who will be assigned to this Project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

The Contractor should address all the following:

1. Describe your experience with system design of your PMM to meet the needs of your customer.

Gainwell has a proven track record of designing, configuring, and implementing Provider Management Modules (PMMs) tailored to diverse client requirements. Our PMM solution is purpose-built to enhance user experience, data accuracy, and operational efficiency. Our system design experience aligns with our customer needs in the following ways:

1. **Requirements-Driven Design:**
   - Gainwell employs a rigorous discovery phase to capture and document client-specific needs, such as provider enrollment workflows, regulatory compliance requirements, and reporting capabilities.
   - Using configurable business rules, the PMM adapts to the unique operational context of each state, thus maintaining compliance with local regulations and Medicaid policies.
2. **Modular and Scalable Architecture:**
   - The PMM features a modular design, allowing seamless integration with other Medicaid Enterprise System (MES) components, such as claims processing, eligibility, and encounter data.
   - Scalability is achieved by designing a system that can handle high transaction volumes while maintaining performance benchmarks.
   - In the [redacted] Medicaid Enterprise System Implementation, Gainwell implemented the Provider Enrollment and Provider Screening modules
3. **Custom-Built Implementations:**
   - In [redacted] Gainwell deployed eight integrated modules, including Provider Enrollment and Screening, with a focus on interoperability and process efficiency.
   - [redacted] implementation highlights the success of our modular Provider Service, which reduced provider enrollment time by 83%, showcasing the tangible efficiency gains our design delivers.

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4. User-Centric Enhancements:

- [illegible]
- [illegible]

5. Continuous Improvement and Flexibility:

- [illegible]
- [illegible]

  [illegible] [redacted] [illegible]

[redacted]

[illegible]

[illegible]

[illegible]

[redacted]

[illegible]

A[illegible]Please see proposal Appendix 6 (pages App6.1 through App6.22) for Key Staff resumes.

Figure 3. Gainwell Key Staff for PMM Implementation

Key Staff	Role	Relevant Experience	Meets Requirement
[redacted]	Contracts Manager	• 34 years of global IT and systems experience • 8 years of contract management experience similar in size • Master of Business Administration degree • Bachelor of Science • PMI Project Management Professional • PMI Agile Certified Practitioner	Yes
	Implementation Project Manager	• 30 years' experience with Medicaid and commercial healthcare payer in leadership roles • 15 years of project management experience similar in scope • Master Degree, Healthcare Administration • Bachelor's Degree, Management • Masters Certification, IT Project Management	Yes
	Integration Lead	• 25 years' experience including Data Conversion Manager and Technical Lead roles on Title XIX projects • Worked on multiple project implementations, and worked as the lead Provider, EDI, CTMS, TPL and Prior Authorization conversion. • Led the conversion efforts for the [redacted] Provider Enrollment Product	Yes

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Key Staff	Role	Relevant Experience	Meets Requirement
		• Current conversion manager for the [redacted] PM Implementation project • Bachelor of Science degree in Industrial Technology • Master of Business Administration	
	Certification Lead	• 25 years of Healthcare Experience • 6 years CMS Certification Lead • Certification lead for Kansas' MMIS upgrade and modernization projects • Bachelor of Science degree	Yes
	Testing Manager	• Over 10 years of experience managing critical phases of testing activities on multiple large-scale systems • Bachelor of Commerce degree • Master of Business Administration degree	Yes
	M&O, Project Manager	• 13 years of Healthcare industry experience • 8 years of Project Management experience in the Medicaid industry • Bachelor Degree • Master's Degree • Project Management Professional • Six Sigma Green Belt	Yes
	Technical Lead	• More than 8 years of Medicaid system design and integration experience	Yes

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Key Staff	Role	Relevant Experience	Meets Requirement
[redacted]		• More than four years directing multi-discipline technical team experience • Bachelor of Computer Science degree	

Similar Project Example

Gainwell provides the following example of a similar project with the successful 12-month implementation of the [redacted] PMM, where we migrated from paper-based processes to online enrollments and self-service. Key success factors in achieving the 12-month timeline for [redacted] included:

- **Early Requirements Validation.** Sessions began in the first month, enabling early module configuration before testing. PMM SMEs led discovery sessions using comprehensive templates to capture requirements and expedite reviews by customer business leaders. These templates were version-controlled to manage changes and gain customer sign-off during testing phases. This early start allowed the team to identify and address potential issues promptly providing for a smoother implementation process.
- **Demo and Non-Production Environment.** Available early in the implementation timeline, these environments supported requirements validation and test case development, including for state acceptance testers. Having these environments ready early allowed for thorough testing and validation, reducing the risk of issues during the actual implementation.
- **Joint Management of Project Elements.** Risks, issues, action items, decisions, and test findings were managed jointly by Gainwell and state project leaders using state-preferred tools. Project documentation was maintained in a shared online repository accessible to both state and Gainwell staff. This collaborative approach promoted transparency and facilitated quick resolution of any issues that arose.
- **Data Migration.** Experienced Gainwell staff handled data migration of provider records and identification of allowed field values, minimizing customer involvement. Providers did not need to re-enroll and had minimal effort to access new online credentials. This seamless data migration maintained continuity and minimized disruption for providers.
- **Interface Design and Implementation.** Technical staff with a deep understanding of existing provider information designed and implemented interfaces to share provider data between the new PMM system and legacy systems. Advanced translation rules were implemented upfront to maintain data consistency between PMM and legacy MMIS systems, with minimal state involvement. This expertise resulted in data that was accurately and efficiently transferred, maintaining the integrity of provider information.

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- **Organizational Change Management (OCM).** [redacted] staff worked with Gainwell project management from the start to identify internal business users and stakeholders, and to define communications and training plans for state staff. This proactive approach kept all stakeholders informed and prepared for the changes, facilitating a smoother transition.
- **Certification Preparation.** Certification SMEs from Gainwell and [redacted] were engaged from the outset, making sure all outcomes-based evidence was ready and captured for certification from day one of operations. This early involvement helped to streamline the certification process and maintained compliance with all necessary standards.
- **Provider Outreach and Training.** Critical to the adoption of the new Provider Portal, provider services representatives conducted hands-on and web-based training for larger provider organizations. A large outreach campaign with direct engagement helped providers' office staff adapt to new online processes for enrollment and maintaining information. This comprehensive training and support made providers comfortable with the new system and could use it effectively from the start.

While our PMM implementations vary in size and scope, we have found that the PMM implementation work patterns and implementation project management best practices can be relatively consistent across projects. Our implementation practice project managers are experienced with aligning to your project management standards and deliverables, and we recognize the mutual benefits that come from collaborative, transparent project delivery.

Project references contact information for [redacted] is included below:

Reference 1: [redacted]

Point of Contact:	[redacted]
Title:	
Contact Number:	
Contact Email:	
Project Scope:	
Contract Start/ End Dates	1/25/2019 - Present

Reference 2: [redacted]

Point of Contact:	[redacted]
Title:	

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Point of Contact:	[redacted]
Contact Number:	
Contact Email:	
Project Scope:	
Contract Start/ End Dates:	5/1/2018 – 12/31/2026

2. Describe your experience with implementing a Provider portal.

Gainwell has delivered provider portal systems for Medicaid programs for more than 20 years. Our PMM Implementation team has experience through previous implementations, on how to configure the portal and underlying process workflows, applying refined processes and templates, which include:

- **Configuring the Portal.** Aligning it with Commonwealth's colors, styles, labeling, and navigation. This includes bidirectional navigation between the portal and other Commonwealth websites, providing a seamless user experience.
- **Adding Commonwealth-specific content.** Incorporating online help and other relevant information tailored to Commonwealth's needs.
- **Integrating with State single sign-on (SSO).** Facilitating provider authorization through secure and streamlined access.
- **Enabling Portal UI features.** Activating features within the project scope and integrating with existing Commonwealth components such as Electronic Data Interchange (EDI) and Medicaid Management Information System (MMIS). This also includes integration with provider engagement CRM tools like chat for enhanced communication.
- **Setting up dynamic rules.** Controlling various aspects of the portal user experience. For instance, the online enrollment form uses rules to prompt providers for specific information based on their enrollment type, provider type, and specialties. Another example is defining rules that determine whether certain self-service updates on the portal initiate a workflow for review by Gainwell Provider Services staff or automatically update the provider's information.

We have demonstrated through operational metrics how our latest modular PMM deployed in four states improved process efficiency for both providers and services staff. For example, the portal has resulted in decreasing the return-to-provider (RTP) rate by up to 90% for enrollments and revalidations. The PMM Portal, along with our mature Provider Services operational practices, has contributed to increased provider satisfaction rates (based on periodic provider surveys) due to the reduced administrative burden versus paper-based and older legacy platforms. The following

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figure provides examples of results achieved by Gainwell's Provider Services staff in servicing requests initiated by providers on the portal.

[redacted]

Additionally, Gainwell's internal testing organization provides staff for both initial PMM implementation and the testing of subsequent releases and patches. In our experience, testing and configuration SMEs that support PMM across multiple states is a best practice. These SMEs leverage test cases and apply their knowledge of the highly configurable features, resulting in reduced lead time required for qualifying software implementations and performing regular upgrades to adopt the latest PMM features.

These activities customize and integrate the portal, providing a user-friendly and efficient experience for providers and staff alike.

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3. Describe your experience with implementing Customer Relationship Management, Financial Management, Provider Survey, and Training.

Gainwell is experienced in implementing full end-to-end contact center solutions as we operate 27 contact centers that track and manage customer interactions related to member and provider services, allowing our staff to properly disposition the interaction (e.g., provider claim status inquiry) while simultaneously providing reportable metrics to our Commonwealth agency clients.

Contact Center Services

[redacted]

Gainwell's CX team views Customer Relationship Management as the entire ecosystem that supports our Contact Center and Back-Office Provider Management environments. We are deeply committed to recommending and implementing improvements that streamline processes and reduce redundancies for the provider communities. This means we will continue to innovate and engage the Department in collaborative decisions that drive performance improvement. As explained in greater detail under Option B, we bring our Intelligent Contact Center (ICC) Platform as a configurable, integrated solution that supports our ability to address Provider and Stakeholder needs swiftly, competently, and consistently via the Provider and Stakeholder channel of choice. Our ICC platform and its associated components are in use in multiple states, which means, that as part of the Pennsylvania implementation strategy, we onboard the Department to proven systems using repeatable processes, lessons learned from prior programs, and tested strategies that mitigate risk.

Gainwell's ICC platform encompasses Gainwell CRM ticketing and workflow tool used within a growing number of Gainwell Provider and Member Services programs in several states including [redacted] Gainwell's CRM is primarily used by agents in Gainwell contact center and supports multi-channel tracking (phone, chat, email, portal, SMS). This platform provides the following benefits:

Contact Center Services

Our CRM Platform provides workflow and agent desktop tools has led to a 17% decrease in Average Handle Time while increasing first call resolution for providers

- Quick adoption and faster learning curve for new users as a result of an intuitive and user-friendly ICC user interface
- Robust reporting and analytic tools facilitate valuable insights from your data and measure performance with greater accuracy
- Role-based system views and dashboards allow users to easily manage cases within varying workloads (e.g., how many provider cases are in a work queue)

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- [illegible]

Financial Management

[illegible]

[illegible]

A[illegible]A[illegible]

[illegible]

[illegible]

[illegible]A[illegible]

[illegible]

Provider Survey

[illegible]

[illegible]

[redacted]

[illegible]

Provider Survey Example – Restructured Survey Questions: [illegible]

[illegible]

Provider Survey Example – Tailored Surveys: [illegible]

- **Medicaid Training Needs Survey** [illegible]

training program so we can create a plan to fill that gap and address the provider's needs.

  - We typically send the needs survey once per year to help us map the upcoming year's training plan. Response volumes may fluctuate each year.

- **Medicaid Pre-Training Survey**. This survey is sent out 1-2 weeks prior to provider-specific workshops. Responses to this survey are incorporated into workshop agendas. These responses help us guide the session and reinforce that the facilitators are prepared to speak to providers' needs,
  - The pre-training survey is typically sent to a smaller group of registered providers.
- **Provider Training Survey**. This survey is provided at the end of ILT sessions to gather feedback on the training.
  - Attendees are given ample time to complete the survey prior to the end of the workshop session.

Training Approach

Gainwell understands that robust education and outreach programs are the cornerstone of strong provider retention, and ultimately access to care for the member community. As a system provider, we bring our training team and methodology, culled from 40 years' experience in supporting Provider Management. Our training experience has been honed over the past 20 years and aligned to our PMM solution. Gainwell, in collaboration with the Department and the PMO, will design, develop, and implement a role-based training program that will be initially delivered prior to production deployment, then within 45 days of each major release into the Production environment from that point (TRN-15). A detailed training plan incorporating the Commonwealth's PMM requirements and specific plan-defined specifications will outline the content of the training program. Additionally, the training plan will include the Training Plan Toolkit, which includes the training templates, and is part of the comprehensive Project Management plan. A sample Training Plan is included in proposal Appendix 1.

Flexible Provider Training Options

- Virtual Instructor-Led
- eLearning videos through Learning Management Systems
- Interactive Web-based videos

Training types and how provided. Gainwell knows that it takes having a variety of delivery methods to be effective in helping the vast array of stakeholders to learn and retain information. Instructor-led training, which is the more traditional approach, is still an effective training method and is followed up with tools used as a reference and to help improve retention. Gainwell's web-based training, also referred to as eLearning, allows target audiences the flexibility to access and take courses on their own schedule. Also, Gainwell offers training sessions in the form of a webinar to accommodate remote users.

Training materials are customized to reflect the unique aspects of the PMM solution and the specific needs of Pennsylvania providers. Each training module focuses on a

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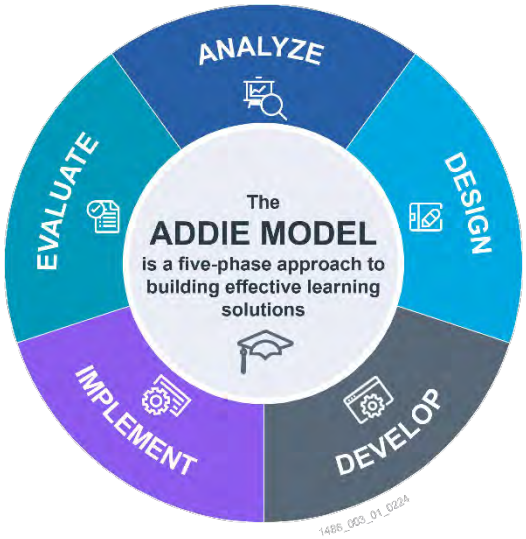
[illegible]

Instructor-Led Training. [illegible]

Interactive Web-based. [illegible]

Figure 6. ADDIE Training Process



[illegible]

- [illegible] **Analyze** [illegible]
- [illegible] **Design** [illegible]
- [illegible] **Development** [illegible]
- [illegible] **Implementation** [illegible]
- [illegible] **Evaluation** [illegible]

Learning Management System. [illegible]

4. Describe your implementation methodology and coordination with your customer.

Gainwell has refined processes, methodologies, and tools in place to provide a smooth and successful implementation through planning and collaboration at every step. The graphic below illustrates our [redacted] timeline.

[redacted]

Gainwell uses a project management framework aligned to the Project Management Body of Knowledge (PMBOK®) that provides standard processes, tools, and templates across knowledge areas. Our Project Management processes and templates are built on the same industry best practices that the Commonwealth outlined in RFQ Appendix R, MMIS Modernization Implementation Plan. Our implementation team will use Commonwealth documentation templates as identified in the RFQ Appendix documents and will work with state project leaders to take a collaborative and transparent approach, using common tools to jointly manage project activities, deliverables, risks, and issues.

At the initiation of the Provider Management Module project, Gainwell will prepare a comprehensive Project Management Plan (PMP) leveraging the best practices based upon past implementations. The PMP outlines processes (aligned with Commonwealth processes) and serves as a foundation for all project management activities. The plan addresses the disciplines required to meet the project management requirements for all project phases with special focus on transparency, communication, and coordination as we transition between the phases.

Gainwell coordinates with the Commonwealth PMO to use and maintain the project management processes/templates that manage the daily activity of its staff and subcontractors. Gainwell also works collaboratively with the Commonwealth to use the

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[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

- [illegible]
- [illegible]
- [illegible]
- [illegible]

approach is to view new and updated provider records in MMIS or other systems and compare those with records as they exist in PMM Provider Management screens, as well as with the information on the online enrollment application.

- Communication and training plans will be developed in conjunction with other activities above. One project dependency is that Commonwealth staff participating in acceptance testing will be among the first to receive training on use of the software. This training of testers needs to happen well in advance of acceptance testing beginning, so that they can prepare their test plans.

Gainwell brings rigorous management oversight and will work closely with the Department to monitor performance. Gainwell's implementation methodology offers a comprehensive approach to reporting project health and providing effective communication during Implementation and as the project continues. Additional information is outlined in our response to RFQ Question 8 below.

5. Explain how you transitioned from implementation to daily operations?

We understand the importance of minimizing disruptions by proactively planning all activities at the completion of the implementation phase of the Provider Management Module. We bring a two-fold approach that includes a dedicated Maintenance & Operations (M&O) Support Team and a stringent and proactive M&O approach to manage and execute all maintenance activities in accordance with the Department's guidelines.

Maintenance and Operations Approach

Our experience has shown that the successful transition from the implementation phase to the M&O phase is best accomplished by having a transitional period where the Implementation team and the M&O team work together so that just-in-time (JIT) training can occur, and M&O staff understand the requirements of the ongoing operations.

Our goal for the M&O Phase is to provide a stable, reliable operational Provider Management Module Solution that delivers responsive service to the Department and other Solution users. To guide effective operational support of Gainwell's Provider Management Module Solution and maintenance services in accordance with the Department's requirements, we develop an M&O Plan that details our approach and processes for maintaining, operating, enhancing, and supporting the Solution. Our multifaceted M&O Plan addresses the operational phase according to several factors as listed in the following table.

Table 1. Maintenance and Operations Plan Factors

M&O Task	Strategy
Staffing Management	Approach to provisioning the M&O Team with sufficient qualified staffing to support service levels as defined by the Gainwell M&O Staffing Plan
Maintenance Approach	Approach for maintaining the Solution in accordance with the Department's requirements and performance

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M&O Task	Strategy
	standards, including delivering quarterly releases according to Gainwell's release management protocols and performing routine and emergency maintenance for problem resolution and product patches
Availability Management	Approach to planning, measuring, monitoring, and improving the availability of the cloud infrastructure, services, and supporting organization
Capacity Management	Approach for managing the operating capacity and planning for the future infrastructure needs of the PMM solution
Performance Management	Approach, processes, procedures, and tools for monitoring, analyzing, and managing Solution performance in line with defined Service Level Agreements (SLAs) and Key Performance Indicators (KPIs)
Data Management	Approach, processes, and standards for managing data within and exchanged by the Solution
Problem and Incident Management	Approach, communications, processes, and procedures related to managing problems and incidents
Help Desk Support	Approach, communications, processes, and procedures for providing Tier 1, Tier 2, Tier 3, and Emergency-level Help Desk support for service requests received by Gainwell by providers, stakeholders, and the Department.
Security and Privacy Management	Approach to managing, maintaining, and executing data, equipment, and software security according to Gainwell's System Security Plan (SSP); includes an overview of the Solution's security requirements and describes the controls in place to provide security of data to be transmitted, processed, or stored by the Solution
Configuration Management	Approach, processes, and procedures for baselining and managing configuration of Solution components defined as Configuration Items (CIs)
Change Management	Approach for applying Gainwell's structured change management methodology to support changes and enhancements to the Solution during the M&O Phase
Business Continuity and Disaster Recovery	Approach, processes, and procedures for verifying and managing business continuity and disaster recovery in line with the General Backup and Recovery Plan and Disaster Recovery Plan

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M&O Task	Strategy
Technology Asset Management	Methodology and approach to technology asset management, including technology assessment and replacement
Training Management	Approach for providing training support to promote efficient use of the solution and keep users current with solution updates and enhancements
Document Management	Approach for updating Software Development Life Cycle (SDLC) artifacts such as design documents and user documentation to reflect M&O Phase changes in coordination with change control protocols

Training for M&O Team

Gainwell will perform training and other related activities required to prepare the M&O team to support the solution, including, but not limited to:

- System technologies, configurations, and customizations
- Operational processes
- Tools use
- Existing documentation and documentation standards

Gainwell's implementation team will work closely with the M&O team to provide training materials and conduct knowledge sharing sessions for the continuity of support during the transition from implementation to M&O.

Training for Other Key Stakeholders: We will deliver necessary training and update the appropriate documentation as required by the Department based on our training plan and customer requirements.

Gainwell's Operations Manager and Account Delivery Leader will work closely with the implementation leader, business lead, and technical lead to verify operational readiness activities are scrutinized and accomplished. This is managed using an Operational Readiness Checklist.

Gainwell Training and Documentation

Gainwell will deliver the necessary training and update the appropriate documentation for each product release, as required by the Department based on our training plan and the Department's requirements.

Operations Support Team

Gainwell understands the importance of having the right people in the right positions, which is why we will provide a team to assist the Department in transitioning from implementation to the ongoing operation of the PMM solution. Our Sector General Manager, Account General Manager, Regional CX Leader, and current Operations Managers are available to the Department throughout this project. These individuals

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[illegible]

[illegible]

[illegible]

[redacted]

[redacted]

6. Describe how you participate in CMS Outcomes-Based Certification, CMS Conditions and Standards, and MITA? Has your PMM been successfully certified by CMS after implementation?

Gainwell has successfully certified [redacted] CMS MES projects after implementation. An integral part of project success is our proven Design, Development, and Implementation (DDI) best practice to initiate certification planning and activities upon project commencement. Dedicated CMS Certification Lead, [redacted] in coordination with the Gainwell team, Department project resources, the PMO, and other key stakeholders will align with the Department's CMS Plan to support all certification activities for the Pennsylvania PMM.

CMS Experience

With [redacted] CMS MES certifications completed for clients, we are the best partner to provide a successful, seamless CMS certification with zero findings and back to day one of operations

Gainwell's approach leverages lessons learned from using the Medicaid Enterprise Certification Toolkit (MECT) and participation in the pilot for CMS-sponsored Outcomes-Based Certification (OBC) and Streamlined Modular Certification (SMC). Our approach defines the applicable evidence to be used for CMS milestone reviews and assists the Department in preparing the presentations for the milestone reviews. In support of the certification activities, there are two SMC milestone reviews leading up to CMS Certification on the PMM project:

- **Operational Readiness Review (ORR)** – Per the SMC Certification Guidance: "The state will need to demonstrate – with appropriate evidence – that the system is ready to be released, that it is likely to achieve the approved CMS required outcomes and state-specific outcomes, and it can support the generation and reporting of metrics that were approved in the Advance Planning Document (APD)."
- **Final Certification Review (CR)** – Per the SMC Certification Guidance: "The state will need to demonstrate – with appropriate evidence – that the approved CMS required, and state-specific outcomes and metrics are being achieved by the PMM in production. In contrast to the ORR (which is focused on the demonstration of functionality associated with the applicable CMS required and state-specific outcomes in pre-production), the CR is focused on demonstrating the impact of functionality in production, as assessed by metrics."

To track the PMM CMS Certification progress, Gainwell's project schedule will include all the associated SMC activity dates, as well as the ORR and CR milestone review dates. As certain dates are dependent upon CMS decisions, any changes to the CR milestone review dates are addressed by Gainwell in the Department-approved project schedule. Additionally, Gainwell will document certification evidence and metrics in the SMC Intake Form, which will help maintain compliance.

Gainwell's Medicaid Certification Practice brings extensive certification advisory support to help our customers achieve Medicaid solution certification resulting in an enhanced Federal Financial Participation (FFP) status back to day one of operations. Our proven CMS Certification Practice is an integral component to Gainwell's success. The

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[illegible]

[illegible]

[illegible]

Key Benefits…Putting Gainwell CMS Certification Experience to Work for You!

- Gainwell's highly qualified and successful CMS MMIS/MES Certification Practice is a differentiator we bring to benefit the Commonwealth
- Our team assumes certification tasks and brings repeatable, proven processes
- Methodologies for successful certifications
- Best practices and lessons learned in past certifications

We will apply our proven methods and CMS and Department-approved templates, follow the Department's protocols, and deliver reports and results in the desired format on an agreed-upon schedule. Standards, measurement frequencies, data gathering, and interpretation techniques and formulas will be defined as needed for each of the metrics so that results are clear and measurable. This will allow Gainwell to monitor the quality and accuracy of our work efficiently and effectively and to collect and report results to the State and CMS as required.

7. Describe historical data conversion from a legacy Provider Management System to your PMM solution. Please include the number of provider records and years of history was converted.

Data conversion is a critical success factor for the PMM project. Our Conversion Team has conducted over 20 provider conversions of all types including legacy. Our deep understanding of provider data and business processes has enabled us to create mature provider conversion best practices and validation scripts. The Gainwell conversion team has implemented lessons learned from other provider product conversions to quickly identify data transformation issues and has developed recommended and proven solutions to handle common provider data issues; thus, improving data quality.

For our conversion in [redacted], which is a similar AIM system to Pennsylvania, the client provided a file of active providers that contained 10 years' worth of data to use to identify the providers to convert. From that file, we created almost 381,000 service locations.

Using our profiling scripts, the conversion team can identify data issues and anomalies such as orphan records, missing key data, bad characters, and date issues. Then, in partnership with the Department, data resolutions will be recommended and implemented throughout the conversion iterative process. In all provider conversions implemented by Gainwell, there are always source data issues and anomalies to be corrected. There are many ways to correct issues including provider outreach, data cleansing scripts, receiving supplemental data files, or manually correcting source data. Identifying and resolving source data issues is one of the main keys to a successful conversion so at go-live the impact to the provider community is minimal and seamless.

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The Gainwell PMM team will collaborate with the Department and our existing PROMISe team to optimize and migrate legacy data to the PMM solution. Our experienced Conversion team will execute the data migration of the legacy data, capitalizing on our deep knowledge in PROMISe, as an iterative loop of data mapping. During mapping, the conversion team works with SMEs on the product, and implementation teams and others to plan the proper translation of legacy data into data that supports customer business processes. This transformation logic is taken through several stages of approval.

8. Explain your project management methodology, progress reports, and report frequency to keep the client aware of the implementation status.

Our project management approach aligns with the Commonwealth methodologies, plans, and templates described in the RFQ Appendix documents as illustrated by the Gainwell Project management approach in the figure below. Executing a suite of mature and proven practices that are tailored to each client provides predictable outcomes and enables collective successes toward project outcomes. As shown in the following figure, the knowledge areas included in our Project Management Framework address the processes needed for project success.

[redacted]

In our experience, the most successful implementation projects are ones where a collaborative approach is taken to developing a schedule, monitoring progress, and deciding how to mitigate risks and issues before they impact the project. This is why

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transparency in project reporting and status is so important: so that the project team receives the support needed from leadership to create the conditions for success.

Using proven processes, we will provide the Department with timely checkpoints and periodic status reporting to make the right decisions about the project. Using our Department-specific project work plan and schedule, we will outline detailed and specific activities for a successful implementation including when the work will be performed, when deliverables are scheduled, and the role(s) responsible for the work.

Our team will conduct a weekly status meeting to keep Department abreast of the status of project tasks and activities such as deliverables, milestones, issues, and risks. We will leverage Department templates to document the meeting agendas before the meeting and provide project meeting minutes to participants. We will also support Department reviews and provide status updates to demonstrate Gainwell is following project standards. As part of the monthly reviews, we provide a comprehensive update on project status, validating alignment with overall program goals and facilitating decision-making.

PMO Status and Touchpoint Meetings

During Contract Startup, we will verify the standards for PMO status and touchpoint meetings. Our PMO Lead will work with the Department and the PMO to align with the cadence according to the Department and PMO Methodology. The following table provides relevant examples and the details for each report are elaborated under the Reports and Project Control section.

Table 2. Key PMO Status and Touchpoint Meetings

Artifact/Meeting	Purpose	Schedule
Weekly Project Progress Report	Summary of the project status including status by phase, issues, risks, key decisions made or needed, updates needed for reporting to stakeholder	Close of business (COB) each Friday
Monthly Status Report	Document monthly project status that covers previous calendar month.	8:00 am EST the fifth business day of the month
Executive Dashboard	Key project status indicators, including status related to project schedule	Monthly
PMO Status Report Meeting	Formal PMM Services project status update to review PMO Status Report	Monthly
Department and PMO Touchpoint Meetings	Brief review of status, recent success, upcoming activities, communication of known problems/concerns, risks, and issues	Weekly or bi-weekly
Status information	To inform the Department and the PMO and support project success	On request

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Artifact/Meeting	Purpose	Schedule
Meeting minutes	To support meetings that are efficient, have a clear purpose, meet objectives, and are productive	As outlined in RFQ Appendix L MMIS Modernization Document Management Plan
Information requested before meetings with State/federal government or Department	To provided support for meeting preparation or follow-up actions	Within 3 days of requests for information
Weekly Project Schedule Updates	For project status visibility and alignment to the Integrated Master Schedule for the broader MMIS Modernization program	COB Thursday

Thirty days after implementation, the team will commence Monthly Operations Status reporting for the previous calendar month focusing on operations production status, including response time of transactions, performance standard reporting, and outcome-based metrics required by the Department.

Three months after moving all functionality into the M&O phase, Gainwell will provide a comprehensive Final Report that outlines the following:

- Summary of the outstanding issues and their identified resolution plans
- Summary of the lessons learned from the Implementation
- Maintenance release schedule and a description of how maintenance releases will be communicated to the Department

9. Describe how you communicated risks, issues, defects, and other unexpected issues to the client.

Our project methodology includes the communication and management of risks, issues, and defects that arise during a project lifecycle. These are communicated as part of the status meetings, status reports and monthly governance reports. The approach focuses on early identification, communication, and mitigation.

Gainwell's methodology aligns with the Department's risk and issues management processes outlined in RFQ Appendix K. Our approach includes proactive risk and issue identification through continuous monitoring and analysis using various tools. When we encounter a situation, we will raise the risk or issue to the PMO for review.

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[redacted]

For each identified risk, a mitigation plan is developed and tracked. Similarly, issues are tracked and classified based on their impact. A solution is developed to reduce or eliminate the impact to the project and tracked through completion. Throughout this process, Gainwell works with the PMO to document and keep all stakeholders informed and engaged.

The following table depicts the risk management processes that we have previously applied to our projects working closely with all project stakeholders.

[redacted]

Gainwell's Defect management process is closely aligned to the Department's processes outlined in RFQ Appendix O, MMIS Modernization Defect Management Plan. During the implementation phase, our testing and test leads manage the defined test

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levels and cycles, including the execution of our mature defect management process. The team triages and classifies defects and works with our client to review each defect during the Defect Triage meetings. Each defect is appropriately classified by type, severity, and priority. Verified defects are validated, resolved, and communicated to impacted project stakeholders.

In the M&O phase, most defects are identified from production incidents that require a permanent fix. A similar process is used to triage and classify defects by type, severity, and priority by the operations team. Verified defects follow the established service level agreements that were jointly created by the client and Gainwell and are resolved and communicated to impacted project stakeholders.

10. Describe successes, failures, and lessons learned from past PMM implementations.

Gainwell has successfully completed [redacted] modular Medicaid projects. Our history of successful implementations is informed by the knowledge we have gained through similar implementations for other Medicaid customers and by the lessons learned during our modular PMM implementations.

Successes. For PMM projects, data conversion is a key success factor to enable full usability of the new features and avoid providers needing to re-enroll due to missing or poor-quality data in the legacy solution. We have learned to invest in provider data analysis and data quality improvements at the onset of the implementation window. This allows our team to quickly identify data transformation issues and develop approaches, including provider outreach efforts to address data problems ahead of conversion. For Pennsylvania, our knowledge of PROMISe and existing provider data gives us an advantage in preparing provider records for a successful conversion process.

Failures. In our experience, avoiding falling short of client expectations always requires project management adjustments and tailoring to align with Department standards and processes at the beginning of a project. It is important, when working on project planning documents, to identify expectations of various customer stakeholders that are not always reflected in the RFQ and contract. For example, testing strategy is likely to require adjustments based on how each client chooses to be involved with integration and acceptance activities. We have enhanced our PMO staffing, methodology, and templates to enable us better to identify our clients' requests and meet their expectations while avoiding scope creep and time delays.

Another example of adjusting our project processes is where Gainwell has improved how we conduct our requirements validation sessions, to streamline the effort and foster better clarity between Gainwell and our clients. Careful joint planning for these sessions will be time well-invested for making best use of the decision makers' time. [redacted]

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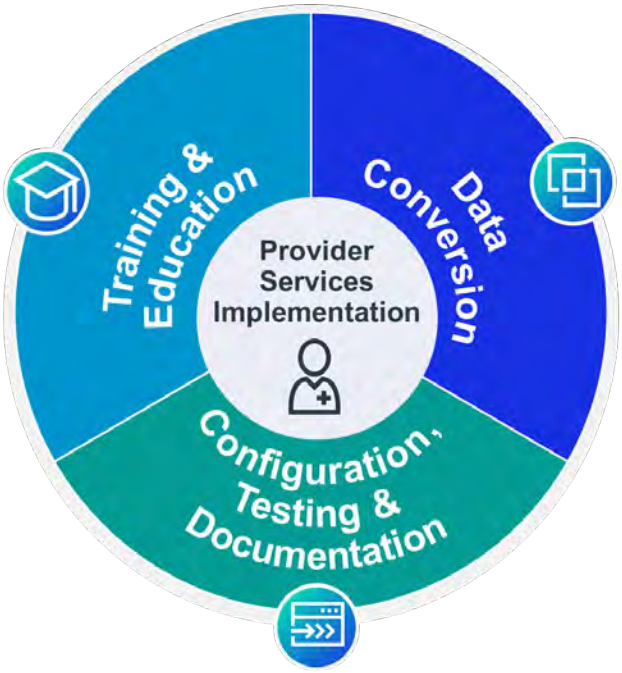
Lessons Learned:

[illegible]

[illegible] Provider outreach. [illegible]



[illegible] Provider support. [illegible]

[illegible] Transparency and communication. [illegible]

[illegible] Collaboration with MCOs. [illegible]

[illegible] Engage with other stakeholders. [illegible]

[illegible] Provider stability. [illegible]

III-3. Project Management

The Department will provide strategic oversight for the PMM Project, including oversight of all MMIS contractors. The MMIS Modernization Project is actively managed by an IT Consulting and Quality Assurance vendor acting as the Project Management Office ("PMO") for DDI services of the PMM project under the strategic leadership of the Department. The PMO assists the Department in project meetings, minutes, training, project plans, vendor work product reviews, business requirements preparation and JAD sessions, testing, implementation, and other project management activities. The selected Contractor has primary responsibility for the services, under a resulting Participating Addendum, for the lifecycle of the PMM.

The PMO has developed an extensive library of project procedures, plans, forms, and templates that shall be used by the selected Contractor throughout the initial implementation and future enhancements.

Gainwell's over 50 years of broad industry experience with Medicaid and other public healthcare programs, systems, and modularity, means we have the perspective and knowledge to focus on the critical elements that drive success on the Pennsylvania PMM project. Our program and project management disciplines have been refined, improved, and expanded to be the most comprehensive in the industry while aligned with the Project Management Institutes (PMI) a Guide to the Project Management Body of Knowledge (PMBOK) as depicted in the following image.

[redacted]

We bring closed-loop processes where projects are continuously monitored, evaluated, and adjusted to confirm that goals are met effectively. We leverage feedback mechanisms where lessons learned and insights from past projects are applied to future

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work. Our Program Management team differentiates themselves by leveraging best practices that contributes the following:

- **Strong Project Governance**: We have a dedicated project manager to track timelines, risks, resources, and budget continuously. Our schedule management and resource management processes rely on iterative cycles of planning, execution, assessment, and realignment allowing us to refine timelines, shift tasks, or modify resource allocations to verify deadlines are met. We continuously track performance against the budget and schedule.
- **Open and Transparent Communication:** We foster a culture of open communication with involved stakeholders. Communication management takes into account the communication matrix, communication protocols and escalation process. The Matrix defines the audience that will receive the communication, who will provide it, the timing, and the medium or channel for each communication item. Each communication item defined by the matrix is further supported by a description that includes a purpose, associated process, templates, and the location of the communication for future reference. Communication protocols are defined for each type of communication to properly manage the amount and type of information that will be communicated. The escalation process is also defined early as part of project planning.
- **Proactive issue management and resolution:** Managing issues is part of our broader risk management strategy, allowing for better overall planning and fewer surprises. Critical issue resolution is a standing agenda item in PMO meetings. We involve relevant departments and functions in the issue resolution process to bring in diverse perspectives for quicker and more effective solutions. We collaborate with the PMO to follow clear escalation protocols to verify that an issue can be quickly brought to the attention of higher management or appropriate stakeholders if it cannot be resolved at the project level.
- **Timely Delivery:** Our methodologies emphasize accountability for meeting deadlines, adapting to changes and providing successful project execution. The [redacted]

We understand that the Department will provide strategic oversight, and the PMO office will assist during the Design, Development, and Implementation (DDI) implementation phase. During Contract Startup, [redacted] and our PMO Lead will collaborate with the Department's PMO to align with the Department's PMO standards. This connection allows us to achieve the mutually agreed project objectives, communicate with parties affected by these objectives, and manage changes that occur over the life of the contractual relationship. Similar integration with the Department's PMO practices has taken place with our legacy PROMISe team in support of large projects including the recent multi-vendor Prior Authorization Module.

Gainwell understands that the Department has developed an extensive library of procedures, plans, forms, and templates to be used by vendors. Gainwell will incorporate necessary procedures, plans, forms, and templates into our work to meet

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the needs of the Department and PMM Project. Gainwell brings our expertise to manage the services for the lifecycle of PMM and support the Department in governance activities related to Provider Enrollment, as necessary (REQ-PMT02). We will also coordinate module deliverable and milestone walkthroughs and participate in other module walkthroughs as required by the Department (REQ-PMT27).

Gainwell's PMO will maintain a Project Management Plan (PMP) that provides 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 decisions and clarifications. Our comprehensive project plan includes the Communication Plan, Change Management Plan, Staffing Management Plan, Quality Management Plan, Risk Management Plan, Issue Management Plan, and the Work Breakdown Structure. It is a living document that evolves as the project progresses and is updated with the latest relevant information as required (REQ-PMT18). Our Project Management Plan is the foundation of the goals and objectives for the work to be completed. It will incorporate Gainwell's project management approach with the Department and the PMO approach, including the Project Work Plan that defines the high-level project phases, milestones, tasks, dependencies, durations, resources, and deliverables (REQ-PMT05).

A. Our Proven PMO Integrated Master Schedule (IMS)

Under the strategic guidance of the Department, the PMO maintains the IMS (**see Appendix J, MMIS Modernization Integrated Master Schedule Procedure Document**) that serves as the MMIS Modernization Project baseline schedule. The selected Contractor shall coordinate the PMM detailed project plan with the PMO IMS schedule and provide project updates, task identification, task progress, dependencies, and mitigation for late tasks. The Department will approve development of and modifications to the PMM project plan occurring throughout the project lifecycle. The PMM project plan must be both business and technically oriented with a focus on the technical aspects of the PMM all tasks and milestones necessary to effectively manage the project. The selected Contractor shall include the PMM project plan in the weekly report as defined in Section III-10. Reports and Program Control.

The selected Contractor shall submit the initial PMM project plan to the Department within 30 days after the Participating Addendum effective date. After the initial project plan is reviewed with all Stakeholders and approved by the Department, the selected Contractor's PMM project plan will be integrated into the IMS.

The Project Work Plan is the structure and schedule for the Implementation Phase and our responses to the proposal describe how and what Gainwell will deliver. We understand the importance of rigorous planning and controls to a successful module implementation and remain committed to working jointly with the Department and PMO Vendor. Gainwell will deliver the project plan to the Department within 30 days. We will work with the PMO Vendor and the Department to incorporate into the IMS as outlined in Appendix J.

Gainwell provides a Project Work Plan (PWP) that includes the business and technical scope of work as described in the RFQ that has been developed to support rigorous

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schedule management best practices. The PWP captures realistic person hours of effort for each task and identifies planned completion dates for each deliverable and milestone. Additionally, the PWP captures the elements necessary for the IMS including start and end dates of major phases, key project milestones, integration points, cross module dependencies, and sufficient information to support the State Chief Information Officers' (CIO) Legislative Finance Committee (LFC) reporting requirements. The PWP is continually refined and updated as the project progresses and retains the baseline for comparative reporting (REQ PMT 19). We understand that our development methodology will drive the PMO custom fields added to the PWP. Our Gainwell SDLC methodology supports both agile and waterfall, for the PMM implementation. The baseline, initial schedule will reflect this methodology. However, as Gainwell integrates with the other vendors, adjustments may need to be made, and we remain flexible in the approach to best suit the needs of the IMS and other vendors (REQ-PMT11). We will 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 (REQ-PMNT21).

The PWP is continually refined and updated as the project progresses by our Master Scheduler, who serves as the point of contact for schedule management and questions. The PWP retains the baseline for comparative reporting using State-approved tools. The integration approach considers individual schedules with accountability clearly defined at the task level and consolidated into the IMS and analyzed at a program level, weekly. To support the PMO and the IMS, our Master Scheduler verifies that the IWS contains links to the IMS and that these links are kept updated at the direction of the PMO office. Our plan will also reflect the custom fields required to support the PMO reporting efforts.

Program health is consistently monitored and reported through schedule metrics that are communicated through appropriate governance channels. Our PMO office will provide task updates at the weekly Release workgroup sessions to clearly articulate project plan maintenance, quality issues as determined by the IMS Quality checklist, and schedule adjustments. For projects that are solely owned by Gainwell as part of the PMM program, our PM will provide updates to the IMS manager weekly each Thursday. Cooperating with the Department's PMO and the IV&V contractor, as available, to give an accurate, transparent reporting of the project status, assures the Department that the project stays on track (REQ-PMT31).

B. Risks and Issues

Under the strategic guidance of the Department, the PMO maintains the Risks and Issues Management Plan ("RIMP") (**Appendix K, MMIS Modernization Risks and Issues Management Plan**). The RIMP includes instructions on identification, tracking, risk analysis, mitigation recommendations, reporting risk information to the Department. The PMM risks and issues shall include risk identification, issue identification, tracking, analysis, mitigation recommendations, reporting, and both interim and final resolutions. The Department requires risks and issues which are both business and technically oriented and focus on the technical aspects of the PMM. The selected Contractor shall follow the RIMP procedures in reporting risks and issues to the Department.

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The Department PMO's MMIS Modernization Risk and Issues Management Plan (RIMP) defines how risks and issues will be managed from each project's initiation throughout the MMIS Modernization project. The PMO requires that incoming Module contractors use the approved processes within the Risk and Issues Management Plan.

As a module contractor, Gainwell will comply with this requirement and work with the PMO during onboarding. As shown in the RIMP RACI in RFQ Appendix K, we will be Responsible for Risk Identification, Risk Analysis, Risk Mitigation Planning, Risk Tracking and Reporting. As risks and issues are identified, they will be added to the Risk and Issues Register by reporting them directly to the PMO during status report meetings via email or verbally during the MMIS Modernization Risk and Issues meeting. Gainwell's PMO will evaluate each risk with necessary stakeholders to assign the appropriate rating and determine the impact of each risk, should it become realized. As each risk is evaluated, the impact will be considered across multiple areas such as:

- **Technical**. The degree the risk will impact technical performance or functions of the system and if workarounds exist
- **Cost.** The degree the project budget is impacted by the risk
- **Schedule**. The degree the schedule is impacted, and specifically critical path activities are impacted
- **Overall project**. How the risk individually and collectively with the above factors impacts project success

The impact value assigned will take into account the probability ratings as defined in the RIMP. Gainwell's PMO uses a similar process today and anticipates seamless adoption. Gainwell will continue to use this process with enhancements to meet the RIMP definitions if adjustments are needed. Issues are reviewed similarly to Risks. Gainwell will evaluate each Issue, determine its impact, and assign a value. An Issue response will then be developed to reduce or eliminate the impact.

C. Meetings

The selected Contractor shall participate or facilitate meetings as requested by the Department. At the Department's direction, meetings will take place in the Harrisburg, Pennsylvania area or be conducted via conference calls.

As a trusted partner with more than 20 years of experience in Pennsylvania, we understand your programs, policies, and data. We see our interactions through productive meetings as key to confirming alignment that contributes to the success of projects and overall working relationship. Our meetings today also provide us with valuable and real time feedback on how we're doing and if adjustments are necessary.

Gainwell will continue the collaboration for this project and our staff will actively participate in and facilitate meetings with the Department, stakeholders and other contractors as required by the Department (REQ-PMNT04). Gainwell will participate in-person and via conference calls as appropriate and as agreed to during project initiation. Additionally, Gainwell will generate a meeting agenda, delivered to attendees

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via email, or other preferred method, and documented utilizing a Department-approved meeting template. Meeting minutes and documentation necessary for a successful execution of the project will also be provided (REQ PMT03).

We start the project with a Kick-off meeting with key stakeholders, the Department project team and the PMO (REQ PMT12). We will conduct weekly and monthly status meetings to discuss project tasks and activities (e.g., deliverables, milestones, issues, risks, and SLAs) (REQ PMT09, PMT 10). Coupled with the weekly status meetings will be a weekly status report that contains the following information (REQ PAPMT02):

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. 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 week.

d. Deliverable status, with percentage of completion and time ahead or behind schedule for particular tasks.

e. Identification of staffing issues or changes in the Resource Allocation Matrix.

f. Updated status on issues being monitored.

g. Updated status on risks being monitored.

h. Provide metrics necessary to support the State CIO's 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 SLAs being monitored.

D. Project Documentation

The MMIS Modernization Documentation Management Plan has been established by the PMO and includes management of the MMIS Modernization Project SharePoint site content. The selected Contractor shall adhere to the MMIS Modernization Document Management Plan (**Appendix L, MMIS Modernization Documentation Management Plan**) including style guide and standard templates as applicable when creating PMM documentation and deliverables.

Throughout the project, Gainwell will collaborate with the PMO to make certain that PMM schedules, deliverables, plans, charts, manuals, and procedures are submitted to the PMO-specific SharePoint site (REQ PA PMT01, PA PMT02). Additionally, we will upload and manage technical and non-technical project artifacts to the PMO's collaboration site, at the Department's direction. These artifacts include requirements; use cases; user stories; storyboards; system design documents; supplemental specifications; test cases; test scripts; test results; and user, system, and training documentation (REQ PMT32). We maintain and update these artifacts throughout the

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term of the contract so that the Department always has current, accurate information available for review.

Gainwell will provide deliverables that at a minimum meet the following quality standards (REQ-PMNT16):

a. Accurate and comprehensive content, reflecting the specific requirements for the deliverable.

b. Appropriate technical level for the audience.

c. Correct grammar, spelling, and versioning.

d. Clear, concise, and value-added diagrams.

e. Follows industry-related standards.

f. Define and reference information.

As outlined in RFQ Appendix L, draft documents are created using the Department approved and provided relevant templates submitted to the PMO for initial review. We will establish and use a deliverable review and acceptance process agreed upon by the Department that incorporates the following (REQ-PMT15):

a. Review cycles, which will be conducted and scaled to the size and complexity of the deliverables. Gainwell generally assumes 10 days for review, five days for rework, and five days for re-review and approval to maintain the project schedule.

b. Deliverables will 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.

When documentation is ready for review, it will be uploaded to SharePoint for the Department to review and provide approval. This same process applies to approved documentation updates. The PMO will track document submission via the IMS Plan and the same will be noted in the Gainwell Project Workbook (PWB) for legacy documentation.

Gainwell will also submit a monthly System Enhancement Pool report that details tickets invoiced to the hourly pool and includes hours used and hours remaining for the Department's approval (REQ PMT29).

E. Training

The selected Contractor, in collaboration with the PMO and the Department, shall design, develop, and implement a comprehensive training plan and schedule following the direction of the MMIS Modernization Training Plan (**Appendix M, MMIS Modernization Training Plan**).

Gainwell's training approach centers on creating a structured, comprehensive, and adaptive learning environment for stakeholders. Gainwell develops, implements, and

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maintains a comprehensive Training Plan that aligns with the Service Deliverable requirements. Our Training Plan includes necessary curriculum development and training materials to educate and train staff and stakeholders on the development, configuration, implementation, support, and use of each element of the PMM Solution. We will continue to work closely with the Department to incorporate State-specific policies, procedures, and roles into the Training Plan. We will collaborate with the Department to finalize a training schedule and include it in the IMS (REQ TRN05).

Gainwell assigns a training lead who will be responsible for the overall logistical aspects of the training effort and be the liaison to the Department for this endeavor. As outlined in RFQ Appendix M, this individual will collaborate with the PMO, the Department and the module contractors in the development and assessment of the requirements necessary to complete the Training needs analysis. This analysis is the precursor to the Department-specific training plan and will help us to better understand our various audiences, and delivery methods to cover the following:

- Technical training to Department project resources and designated contractors to develop an understanding of how to monitor the system using available tools and dashboards (REQ TRN01).
- Training to Department staff and other designated module vendors on the overall data management strategy and investigating data or process issues related to module integration (REQ TRN10).
- Train-the-trainer sessions and electronic training guides and support materials for Department resources or designated Department resources and other staff responsible for training (REQ TRN07, TRN11).
- Training and system documentation for UAT testers to support the UAT effort (REQ TRN14).

Training Experience we Bring to Pennsylvania

- Dedicated Training Lead with large-scale implementation experience
- Use of the industry leading ADDIE methodology
- Reusable training methodology and tools
- Comprehensive technical training for the Providers, Department, and other key stakeholders via multiple methods

The outcome of this activity allows us to customize a comprehensive Training Plan and curriculum that aligns with the training template:

- A summary of our training approach that focuses on the right methodology, objectives, and desired outcomes
- An assessment of the target training audience and recommendation on training delivery methods
- A summary of training materials and documentation in addition to hands-on training
- Approach to maintaining training materials and supporting documentation
- Approach to support new functionality and major software releases
- Approach to improve the effectiveness of training over the life of the contract

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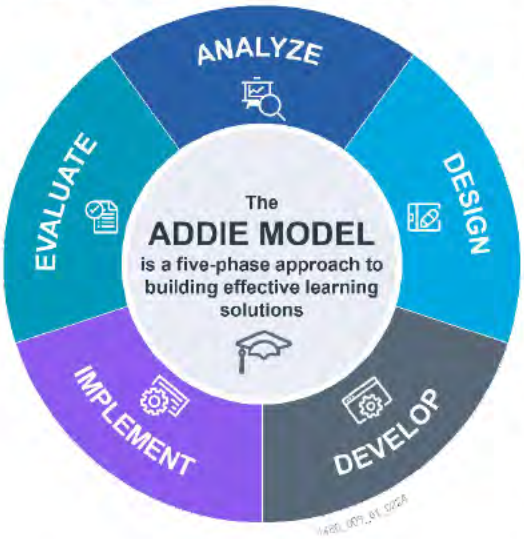
For initial and ongoing training, Gainwell leverages the industry-standard Analysis, Design, Development, Implementation, and Evaluation (ADDIE) instructional design methodology for this project. ADDIE, shown in the following figure, is a process-driven, dynamic, and flexible methodology for building and delivering training.

Figure 2. ADDIE Training Process



The following phases are depicted in the figure:

- During the Analyze phase, the team, collaboratively with the Commonwealth, analyzes the audience and the learning environment, conducts a needs assessment, and identifies the gaps between actual and desired knowledge and skills.
- During the Design phase, the instructional strategies are determined, and content media decisions made.
- During the Development phase, and based on the results of the Design phase, we update baseline materials and create new learning materials.
- During the Implementation phase we deliver the training sessions.

Training is delivered through a combination of methods, including instructor-led training (ILT), web-based training, train-the-trainer programs, and self-administered training, allowing flexibility in how content is delivered based on the audience's needs (REQ TRN08). Each training method is supported by clearly defined processes, artifacts, and course materials. We will maintain a training environment with training data to be used during user training (REQ TRN06).

Our training team will update training materials when changes occur (REQ TRN04) and will provide training to support new functionality and/or major software releases that materially change the user interaction (REQ TRN09).

F. Communication

Under the strategic guidance of the Department, the PMO maintains the MMIS Modernization Communications Plan (**Appendix N, MMIS Modernization Communications Plan**). The Communications Plan addresses communications to all stakeholders. The selected Contractor will collaborate on communications with the Department in support of implementing, operating, and maintain the PMM. The Department shall approve all PMM communications before they are released. Required communication tasks and timelines are included in the IMS. The Contractor shall not issue news releases, Internet postings, advertisements, or any other public communications pertaining to this project without written approval of the Department.

Communication is an essential part of an Organization Change Management when undertaking a major initiative or module implementation as the case with PMM. It helps

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raise awareness, align stakeholders, encourage engagement, communicate expectations, address resistance to change, and keep everyone informed of status.

As outlined in the RFQ Appendix N, MMIS Modernization Communications Plan, the Department views the Communication Plan as a vehicle to plan for strategic communications that align with releases to enable an embrace of new functionality, business, and operational process changes while helping minimize organizational and individual resistance to change. Gainwell will collaborate with the Department and the PMO, to plan strategies for appropriate and effective communication that align to releases and/or process changes (as necessary) to support the Communication Plan.

To create a plan that targets the right audiences using the best methods for communications aligned to their needs, we will collaborate with the PMO and Department in Audience Analysis to understand demographic information for each identified audience group.

This information will be coupled with our Release Plan and Training Plan and incorporated into a comprehensive roadmap of strategies in our Communication Plan. Gainwell Trainers will work with the PMO office to support creating, implementing, and maintaining the communications that are outlined in the Communication Plan.

The Gainwell plan will outline the various audience cohorts, communications against the planned timelines for system releases, the intended audience, messages, channels, activities, and materials. The plan will also account for the development, approval, and delivery of the proposed communication.

Communications may be in the form of informational and training emails including supporting attachments, and webinar session invitations and supporting materials, as well as, messaging in the IVR, broadcast messages on the Portal, updates to the Provider Handbooks and scheduled communications such as provider bulletins, formal program memoranda, and other notifications.

G. Defect Management

The MMIS Modernization Defect Management Plan (**Appendix O, MMIS Modernization Defect Management Plan**) has been established by the Department and administered by the PMO. The Department, the PMO, and the selected Contractor are responsible for monitoring the defect management process for the project. The selected Contractor shall follow the established procedures to identify, track, monitor, and report defects identified in non-production and production environments to the Department and PMM Module Stakeholders.

The Department benefits from Gainwell's robust industry standard testing management and framework for successful PMM project outcomes. We place paramount importance on the end-to-end test processes and the oversight of test execution across releases and systems, working closely with multiple vendors. Gainwell's experience with successful, zero-defect implementations provides assurance to the State of the thoroughness of Gainwell's testing practices and our Defect management process.

During Implementation, the PMM development teams, testing manager, and test leads will manage the defined test levels and cycles, including the execution of a mature

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defect management process. The Gainwell team actively triages and classifies defects. The Gainwell Testing Manager, [redacted], will attend the daily Defect Triage meetings with the Department, and the PMO to review each defect. During the Defect Triage meeting, the defect is appropriately classified by type, severity, and priority. Additionally, we will agree on the steps to reproduce the defect. Approved defects will be verified, resolved, and validated, leveraging testing stakeholders (e.g., testers, operations, and functional team members) and relevant Department members.

While the PMO is responsible for the defect reporting, Gainwell will generate the final SIT Defect Management Report after completion of SIT.

As outlined in RFQ Appendix O, defects will be tracked in the Department Microsoft Team Foundation Server (TFS). While Gainwell will leverage our [redacted] ur team will provide the PMO with the necessary status and metrics to the Department Microsoft TFS.

After Implementation, defects are considered production defects. Production defects come from incidents. When a service disruption is identified either from an end user request, web request, or monitoring alert to the operations support staff, a ticket is created in ServiceNow and assigned a unique identification number. This approach supports effective incident management by providing our team and the Department with a complete view of the incidents through standard incident management reporting. Once the incident is confirmed as a defect, it will be escalated via email to the PMO, Department leadership, associated module contractors, and operations staff. The PMO will record the incident in TFS.

Gainwell, the Department and the PMO will follow the same defect triage meeting process as noted above. Based upon the outcome of that meeting, Gainwell will participate in the necessary follow-up by resolving the defect per the SLAs aligned to priority or by preparing a Change request.

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III-4. Project Phases

The Department follows a Software Development Life Cycle ("SDLC") process for planning, implementing, and maintaining the PMM. The SDLC is important because it helps the Department ensure the right people engage in the right activities at the right time. This process has been successfully used by the Department on similar projects. Upon completion of each phase the Contractor will meet with the Department to demonstrate the successful completion of a phase. The Department will approve the phase completion or provide the Contractor written documentation apof what work is not acceptable. The Contractor shall correct the deficiencies and request a follow up meeting. Upon successful completion of a phase the Department will provide a written approval.

Within its response for this section, Contractor should define key factors for successfully integrating systems in multi-contractor environments.

The following six phases have been identified for this project:

In alignment with the Department's Project Management Office (PMO), Gainwell will manage the Provider Management Module (PMM) project using the Department's Software Development Lifecycle (SDLC) process. We are confident in our ability to adapt the SDLC process as our own SDLC process, Gainwell *One*, is a proven framework that aligns to industry-leading standards, including the Software Engineering Institute (SEI) Capability Maturity Model Integration (CMMI), PMI's PMBOK, International Organization for Standardization/Institute of Electrical and Electronics Engineers (ISO/IEEE) 12207-2008 System and Software Engineering — Software Lifecycle Processes for Quality Management, Medicaid Information Technology Architecture (MITA) 3.0, and the Centers for Medicare & Medicaid Services (CMS).

Managing complex projects to successful completion is what Gainwell does best. We understand that the Department's SDLC process serves as the foundation for the work plan, development processes, project management approach, governance, procedures, and execution practices. Additionally, it provides the necessary oversight to validate that our project teams are managing project requirements and schedules while delivering high-quality efforts from the Implementation Phase and continue throughout the Operations and Management Phase and into the Transition Phase.

At the successful completion of each phase, we will meet with the Department and PMO for review and approval or written documentation prior to moving to the next phase.

A. Initiation Phase

During this phase, the selected Contractor shall collaboratively work with the Department and PMO to establish project management tools to be used during this project. It is anticipated this phase of the project will last approximately 60 calendar days. Activities to be completed during the Initiation Phase by the selected Contractor include:

1. Develop and baseline the initial project plan for integration into the IMS;

2. Access the project SharePoint location;

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3. Collaborate with the PMO and Department to create the Project Scope and submit for Department approval;

4. Provide the PMO with project deliverables for tracking in the Project Notebook; and

5. Attend Onboarding training conducted by the PMO and the Department to gain knowledge on the MMIS Modernization plans, associated templates, and the Department's established plan for project management.

The initiation and onboarding activities are critical for success. As such, we establish a mutual understanding between the stakeholders involved, communicate the overarching business objectives and requirements, and clarify initial roles and expectations to create alignment. We will collaborate with the Department and PMO to identify the activities to take place during this phase. Additionally, the project manager and appropriate staff will attend onboarding training to gain an understanding of the nuances associated with the project plans, Department-specific templates and identify the tools to be utilized for the PMM Project. The project manager in collaboration with the Department and PMO, will develop, and document the PMM project baseline project plan that details how the solution will integrate into the Integrated Master Schedule (IMS). Gainwell current office space can be used to support the scope of work, as necessary (REQ-DCB09).

Project Planning

Our approach begins with a Project Management Plan (PMP), project schedule, and other project planning documents and continues throughout the term of the contract. This is designed for:

- Predictable project performance
- Transparent communication
- Proactive risk mitigation
- Collaboration
- Timely delivery

During this phase, we organize the project team and will establish working practices and communication approaches with the Department for effective project management and reporting around implementation of the PMM. This will include the various deliverables, key documents, and artifacts that will be either updated or created for Pennsylvania. These items will be located in the Department-specific PMM SharePoint location in the project notebook. Additionally, the PMP will include a robust Project Schedule that provides a structure and schedule for the project activities, including procurement of materials, products, services, reports, milestones, and quality gate reviews.

We will collaborate with the Commonwealth to review the Project Integrated Project Schedule. Once baselined, the schedule is updated weekly, and task-level progress is reported through the status reporting process.

B. Requirements Phase

During this phase and in accordance with the MMIS Modernization Requirements Management Plan (**Appendix P, MMIS Modernization Requirements Management Plan**) the PMO and the Department

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collaborates with the selected Contractor to validate the PMM Module requirements. The PMO facilitates the Business Requirement Joint Application Design sessions ("JADs") and collaborates with the selected Contractor, the Department, and other stakeholders to create a Business Requirements Document ("BRD"). The Department will approve the BRD. The selected Contractor, the PMO, and the Department will use Application Lifecycle Management (ALM) for requirements management.

Gainwell brings a tested methodology for delivering design, development, and implementation (DDI) outcomes and associated deliverables required by the Department. The PMM implementation methodology is a tailored, comprehensive approach to the SDLC and encompasses a full-scale management methodology with proven deliverable templates and other artifacts that have been used to manage projects of various sizes across more than 33 states. Gainwell's PMM is adaptable and is easily aligned to Department-specific requirements as outlined in RFQ Appendix P - MMIS Modernization Requirements Management Plan but retains the integrity and intent of best practices gleaned from Gainwell's delivery of more than 90 modular DDIs and specifically, five large-scale DDIs in the past two years.

Gainwell will collaborate with the PMO and meet with key project stakeholders to conduct Requirements Validation (RV) sessions and detailed design validations that are synonymous with joint application requirement meetings, and ultimately results in the delivery of a Requirements Traceability Matrix (RTM) and a detailed requirements document, the System Requirements Document (SRD). Prior to the RV meetings, Gainwell identifies and documents the requirements in an initial RTM document. We prepare our system to demonstrate a fully functioning solution that has been initially configured based on Gainwell's understanding of the NASPO requirements described in the RFQ and publicly available policy documents, manuals, and fee schedules (REQ-RQM01). During the RV meetings, Gainwell will collaborate with the Department to define, clarify, and validate requirements. Leveraging our knowledge and experience, we will delve into the requirements to gain a thorough understanding of each and its dependencies on or contributions to other requirements, its data source, related calculations or processing, or other definitive information (REQ-RQM02).

We augment traditional Joint Application Development (JAD) sessions and requirement validation meetings with our enhanced RV methodology. This methodology refines and prioritizes structured business function reviews to verify alignment, clarity, and stakeholder engagement throughout the project lifecycle. We will capture this information in the Department-provided Azure DevOps (ADO) tool, as well as Gainwell's Application Lifecycle Management (ALM) tool, to formally track requirements and related design, configuration, testing, and certification artifacts and verify approved changes to requirements are linked back to an approved change request (CR) (REQ-RQM03). These tools will allow us and the PMO to manage the RTM, MITA business area and business process and Medicaid Enterprise Certification Toolkits (MECT) checklists (REQ- RQM05, RQM07).

[redacted]

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[redacted]

C. Design Phase

During this phase and in accordance with the MMIS Modernization Requirements Management Plan (**Appendix P, MMIS Modernization Requirements Management Plan**), the selected Contractor facilitates Technical JAD sessions and collaborates with the Department, PMO, and other stakeholders, as needed, to develop the System Requirements Document ("SRD") and Design Requirements Traceability Matrix ("RTM"). The selected Contractor submits the SRD and Design RTM to the PMO for review, and then to the Department for approval. Next, the selected Contractor creates the System Design Document ("SDD") for PMO review and Department approval.

For the Provider Management project to be successful, it is critical that we partner with the Department, PMO Services contractor, our Gainwell counterparts as the MMIS vendor, module contractors, and other Department stakeholders in the design of interfaces, and the system configuration necessary to meet Commonwealth-specific requirements. The outcome of these sessions is a comprehensive System Requirements Document (SRD), as well as an updated RTM with information on how each requirement is being met to provide traceability.

The SRD will be prepared in the Department provided template and submitted for Department review and approval. This design document supports the development, configuration, testing, and implementation of Provider Enrollment solution functionality and addresses gaps or breakouts identified during RV meetings.

Gainwell uses SRDs to provide a high-level understanding of how system components and operational stakeholders interact to successfully achieve each end-to-end business process supported by the project. A list of required system artifacts used for configuration and development of system components are included in the SRD. The system artifacts can be used to discuss and gather important Pennsylvania-specific business policies, rules, and information for configuration and development. The system artifacts are a starting point for the solution configuration and solution documentation deliverables. We will work with Department subject matter experts (SMEs) during collaborative design sessions to address application gaps (REQ DCB03). Gainwell will recommend solutions for each configuration gap, as defined during requirements validation, which will produce the desired business outcomes. If a gap cannot be addressed via configuration, we may ask the Department to consider making policy changes before approving customizations to the solution (REQ DCB04). This will allow us to configure the software based on clearly defined requirements.

SRDs are part of Initiation, Design, Build, Test, and Operational Readiness and Cutover phases. SRDs use the Design RTM to demonstrate Gainwell's clear and accurate understanding of how each requirement is implemented. Requirements presented in BRDs are validated in RVS. Discussions, decisions, clarification, and information provided during RVS is used to update the BRDs. Gainwell will organize and facilitate business rules verification sessions with the Commonwealth's functional and technical SMEs to confirm alignment and collaboration on the SRD deliverables. We will provide

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recommendations for simplified business rules and business processes to the Department, as necessary (REQ-DCB15).

We will document the outcomes of these design sessions, including meeting minutes, updated requirements, and key decisions. Additionally, when necessary, the team will conduct modeling sessions and technical reviews to provide visibility into the Solution's implementation. This will result in detailed system design deliverables for the Commonwealth's review and approval. An overall schedule for conducting the System Design Phase for each component identified with a gap will be finalized and reviewed with the Commonwealth (REQ DCB02, DCB03). After the Commonwealth's formal approval, we update the Project Work Plan (PWP) to include the approved schedule.

Gainwell will provide updated, detailed project work plans to meet the requirements of this RFQ. Our work plans will reaffirm delivery of the requested products and services and include detailed activities, tasks, and milestones that will aid Gainwell, the Department, PMO, and other key stakeholders in monitoring and providing project oversight to support successful and timely delivery of the PMM solution. Throughout the design phase, Gainwell will provide an update to the Department's project manager showing our progress to date and project schedule metrics that will allow us both to see and address potential risks or issues as they are identified.

D. Development Phase

During this phase, the selected Contractor shall begin the development of the PMM based on the Department approved BRD, SRD, and SDD and address data conversion and integrations. The selected Contractor shall follow a hybrid waterfall and Agile project process.

As outlined above Gainwell's SDLC, Gainwell *One*, is a comprehensive system engineering methodology that can integrate waterfall, iterative, and agile-based approaches.

[redacted]

Continuous Integration: When we can set up our systems for continuous and repetitive data integration testing, we do. This allows client and Gainwell teams to

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develop and integrate quickly and routinely to improve quality, reduce risk, and establishes a fast, reliable, and sustainable development pace.

Early Visibility and Testing: Getting business stakeholders involved during the development and integration process is critical in verifying that we do not design and develop applications that do not meet client needs.

Iteration and Collaboration: We look for opportunities for our client to interact routinely to quickly identify problems, measure progress objectively, and expect and support change to business needs. Through more iterative planning cycles, we can more easily plan for the upcoming work and the resources that will be needed from our clients, which we fully understand can be limited.

The [redacted] we propose is designed to accommodate change and the need for faster software development and delivery into production.

[redacted]

1. Sprint Planning Phase

Prior to each two-week Sprint beginning, the selected Contractor shall conduct a Sprint planning meeting and obtain Department approval of the work to be completed. Each Sprint shall have a goal of what is to be built, a design, and a flexible plan to guide building it, the work, and the subsequent product increments.

a. Sprint Execution. During the Sprint, the selected Contractor corresponds with the development team ensuring inspection and adaptation of progress toward completing the Sprint goals. No significant changes are allowed to the task requirements once the Sprint begins, tasks are not added to the Sprint without the Department's approval.

b. Sprint Demo. The selected Contractor demonstrates completed tasks to the Department and PMO at the end of each Sprint during the Sprint Demo. Each Sprint task shall link to and satisfy one of more SRD/SDD requirements.

Gainwell will host a Sprint planning meeting prior to the beginning of each Sprint, to obtain Department approval of the work to be completed during the PMM project. Each

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[illegible]

[illegible]

[illegible]

- **System build/configuration.** [illegible]
- **Sprint demos.** A [illegible]
- **System/unit testing and client review.** [illegible] A [illegible] A [illegible] A [illegible]
- **Client feedback and second iteration begins.** A [illegible]

[illegible]

[redacted]

[redacted]

[illegible] A [illegible]

text in the application and correspondence templates. (REQ-DCB21). [redacted], we will provide web - based content updated to reflect PA specific configurations that is supported by standard web browsers and are mobile and tablet compatible (REQ-DBC20). We will also provide the updated online help documentation (REQ DCB07).

2. Data Conversion

To maintain a high-level of data integrity, the selected Contractor shall create and execute a PMM Data Conversion Plan that integrates with the Department data management strategy. The Data Conversion Plan shall describe the strategy, preparation, and specifications for converting the system and data from the current Department PMM solution to the selected Contractor's module. Collaboration with the Department, PMO, and legacy contractors is essential to the success of the initial data conversion and the continuous data management strategy. The PMO evaluates the PMM Data Conversion Plan to identify any gaps and makes recommendations to close the gaps. The Department approves the PMM Data Conversion Plan.

Gainwell has refined our data conversion processes and tools based upon our past implementations. The steps in Gainwell's proven data conversion strategy are based on our extensive experience converting large volumes of data and performing comparative analysis to verify data integrity

The following figure illustrates the major steps in Gainwell's Data Conversion Strategy.

[redacted]

Gainwell will create and execute an approved PMM Data Conversion Plan, which will further describe the strategy, preparation, and specifications for converting the data from the current PROMISe system to the PMM module. Per the answers to the questions, we anticipate converting 10 years' worth of provider data for a provider that has been active within the past three years and three years of applicable operational data from the Commonwealth's MMIS system.

Our approach to integrating with Department data governance processes and providing data quality metrics is part of the content in the Data Conversion Plan (DCP) we will create for Department review and approval. Our DCP will align with the Department Data Management strategy and documents how we manage data, maintain data quality and consistency, promote accountability, enforce data security, and optimize data usage. It will address PM Services module data architecture, data modeling and design, data storage and operations, data security, data integration and interoperability, data

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quality, data retention, and data dictionary. Our DCP will also describe our approach to supporting and collaborating with the Department, the PMO and its other module contractors to align with the PMO overall data management and governance policies and principles. As the Department continues to document and develop its organizational approach to data management, we will assist the Department in maturing the strategy to effectively maintain and operate the MMIS Modernization strategy and future data integrations.

More information on our Data Conversion Process and our Data Management processes are described in more detail in proposal Section III.7 Requirements Core Services.

E. Testing Phase

The selected Contractor shall follow the testing process found in the MES Testing Guidance Framework issued by CMS and the MMIS Modernization Test Strategy Document (**Appendix Q, MMIS Modernization Test Strategy Document**), which includes the Test Plan Template, to complete the PMM Test Plan. The Department shall approve the PMM Test Plan prior to beginning the Testing Phase.

The Contractor shall provide an explanation of how they will meet the Test Planning, Test Execution, and Operational Monitoring Testing expectations following CMS guidance, and ensure that the following types of testing are included: Unit, System Integration, Regression, User Acceptance, Performance, Load, Parallel, Data Migration, Security and Usability.

Gainwell's testing methodology provides a comprehensive process framework for testing software applications and systems and promotes **productivity, quality, and efficiency** in our testing practices, providing **a better deliverable and reduced risk**.

Gainwell delivers the PMM Solution as a Software as a service (SaaS) solution that includes Provider Application, Screening, Workflow and Portal. SaaS systems deliver a proven solution whose core features and functions have been extensively tested by our Product Engineering teams. Gainwell Product Engineering maintains and evolves a large collection of test cases for the Unit Testing and Component Integration Testing of product releases, product enhancements, and defect remediations. Those test cases support a fully functional test of the out-of-the-box (OOB) version of products.

This allows the Gainwell Delivery team to focus testing on features, configurations, and components specific to the Commonwealth, although we do also perform Regression Testing of the core Product features. The focused scope of SaaS product testing helps to streamline testing cycles, reduce effort, and accelerate the goal of operational readiness for the Commonwealth.

Gainwell's overall Testing Approach, documented in our Testing Strategy template, Test and Defect Management processes and procedures, fully complies with the approach documented in RFQ Appendix Q - MMIS Modernization Project and Testing documentation.

The Gainwell product team will perform testing of the product to be deployed into the Department environment according to the Testing Strategy Document (TSD) and approval by the Department, PMO, and other key stakeholders. We validate the solution

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[illegible]

[illegible]

Test Planning

[illegible]

[illegible]

[illegible]

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[illegible]

[illegible]

[illegible]

[redacted]

Early involvement by the Testing Team

[illegible]

- [illegible]
- [illegible]

[illegible]

Manage testing and defect management processes

The Pennsylvania PMM testing manager and test leads will manage the defined test levels and cycles, including the execution of a mature defect management process to identify, evaluate, remediate, and re-test solutions for defects.

Gainwell Testing Team resources will participate in the Operational Readiness Review (ORR) process as required. Department resources or their designee will access to test cases, test results and defect tracking via the Department-provided online tools (REQ-TEST10).

As part of the PMM implementation, the Gainwell team will create the agreed-upon test environments, Integration Testing, System Testing, Regression Testing, Parallel Testing, Performance and Load Testing and UAT, for the PMM project (REQ TEST02).

The test team will execute test cases in order of priority with urgent and major-priority test cases being executed first, followed by minor and cosmetic-priority test cases. Test cases will be executed during the early cycles, followed by subsequent cycles to allow time for retesting. The exact number of cycles and timings will be planned based on the scope and documented in the Test Plan.

Test Execution

The progression of the various testing activities is depicted in the table below. Gainwell will develop test criteria and algorithms for expected outcomes prior to production of reports (REQ TEST19). As outlined in the RFQ Appendix Q - MMIS Modernization Project and Testing, the diverse types of testing activities include:

Table 2. Environments for PMM Testing and Test Execution

Environment	Purpose of the Environment
Development/Unit Testing	Focused on validating individual PMM components before transition to the Testing Team for Controlled Testing (SIT, UAT, and other later Test Levels). Gainwell's internal development team will conduct this testing type.
System Integration Testing (SIT)	Test that PMM components are functioning properly both independently and across the PMM, including testing for identification and authentication, access, intrusion, and administration. This includes both Positive (Progression) and Negative (Regression) testing. Test the functionality of User Interfaces (UI) and confirm Browser compatibility and accessibility testing for compliance to Section 508 of the Rehabilitation Act of 1973 at module level.
End to End Solution Testing	Execute tests of integrations and interfaces between the Department solutions and Module Providers using the new PMM infrastructure.

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Environment	Purpose of the Environment
User Acceptance Testing (UAT)	Conducted by DHS and its designated parties to verify the end-to-end functionality. We will size this environment to mirror the production system in its infrastructure, files, databases, processing, connectivity, and reporting (REQ TEST12).
Performance and Stress Testing	Execute performance-related testing activities such as Load Testing and Stress Testing. Verifies the performance of the system will meet service level agreements and 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).
Security and Penetration Testing	The security testing in which testers specializing in security will attempt to circumvent the security features of the PMM application, system, or network by simulating real-world attacks with tools and techniques commonly used by attackers. It involves launching synthesized attacks on systems within a separate production testing environment.
Connectivity Testing	Testing to confirm that the data connection between the PMM solution, and new MMIS Modernization project application and the Trading Partner (TP)'s systems has been properly established to send/receive the data files from MMIS systems.
Trading Partner Testing	Testing to confirm that test data files sent from the PMM systems are received by TPs and TPs are able to successfully process the files and data into their systems. Gainwell will coordinate this testing with TPs and with the support of the Module Contractors and PMO.
Production Ready Testing or Operational Readiness Testing	Testing to confirm that the Module has been installed and configured correctly in a Production environment and is ready for operational use.

The testing automation teams within the Gainwell Testing Practice will use automated test cases and test suites created and maintained using [redacted]

We base our Testing Management process on early creation of automated test cases to support Regression Testing following initial execution of Controlled Testing cycles. We will perform testing and present the results that are traced to a use case/user story and design documentation being tested (REQ TEST04).

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We will work proactively with the Commonwealth's designated testing resources to review test results and provide the necessary system and functional information to create verification procedures and UAT cases. (REQ TEST13)

[redacted]

User Acceptance Testing (UAT)

Gainell will work with the Department and the PMO to facilitate UAT. We will support this effort by providing test cases and scripts from previous test levels (principally SIT) and assisting in the development of UAT test cases, as necessary.

Our solution includes a dedicated UAT environment provided to the Department and maintained, as needed, to support continuous UAT throughout design, configure/build, and testing. We will provide test data, refresh data, execute processes, and migrate releases or code fixes as requested or on an agreed-upon schedule (REQ TEST09). Gainwell will confirm that the solution meets the defined Exit Criteria for Controlled Test Levels prior to its release to UAT or production (REQ-TEST06).

As part of our [redacted], the Project Work Plan will allocate sufficient time to the Department's UAT 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 scope, duration and effort will be agreed with the Department in advance and incorporated into the baselined Delivery Project Plans and schedules. If the testing duration timeframe is insufficient, Gainwell and the Department will discuss extended user acceptance testing (REQ-TEST20) under Project Change Management processes.

The Department plans to perform UAT on each software release as part of the contract as outlined above. Gainwell's approach to establishing testing environments will not impact the Department's ability to conduct continuous UAT in a separate, dedicated environment (REQ-TEST08).

F. Implementation Phase

1. Implementation Phase

During this phase, the selected Contractor shall create a PMM Release Implementation Plan and Checklist, PMM Release Management Plan, and other plans in accordance with the MMIS Modernization Implementation and Release Management Plans (**Appendix R, MMIS Modernization Implementation Plan and Appendix S, MMIS Modernization Release Management Plan**).

The CFFR Release Management Plan includes the Maintenance & Operations ("M&O") Approach outlining the activities to complete and the Maintenance and Operations Runbook summarizing the processes to follow during the M&O Phase. Before beginning the M&O Phase, the selected Contractor follows the processes necessary to facilitate release closeout activities as described in the MMIS Modernization Closeout Plan ("MCOP") (**Appendix T, MMIS Modernization Closeout Plan**). Release closeout activities help ensure that the module meets operational requirements after implementation,

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and that all outstanding issues are addressed before the Department approves module components to transition to M&O.

Gainwell's methodical approach to operational readiness fosters transparency, aligns both teams on readiness metrics, and verifies the system is robust and fully operational upon acceptance, thereby minimizing risks and enhancing the success of the PMM Project. Our methodology aligns with the concepts outlined in RFQ Appendices R, S and T and the readiness review activities for our initial go live.

[redacted] The phases of ORR include Planning, Training, Execution, and Delivery.

ORR Framework

The ORR framework tracks the operational readiness of Business Services to be delivered by the solution. Business Services are defined as a grouping of operational capabilities and roles by functional responsibilities and the measures for each checklist item are defined. For each Business Service, the standard ORR Assessment tool is updated to align with the to-be Department defined PMM Solution. The updated ORR framework is submitted for approval to the Department.

Operational Readiness Planning

[redacted] The completion of the planning phase requires the approval of the Operational Readiness Plan (ORP) and the completion of an overview training on ORR for the Department team.

Operational Readiness Training

The ORR training material explains the ORR framework and the activities that occur during the ORR phase. It is provided to the Department and Gainwell's PMM team to foster a joint understanding of the approach, roles, and responsibilities.

Operational Readiness Execution

The Execution phase is ongoing through the Design and Delivery phases of the Gainwell SDLC. It involves monitoring ORR assessments for each business service area of the framework. As the PMM Solution progresses towards Operational Readiness, monthly touchpoint calls are held with the Department to review the Go/No-Go criteria [redacted]

[redacted] he planned ORD tasks are reviewed during weekly calls with the Department. The Department is responsible for providing the required attendees for each business service area and identifying the Department Reviewer roles for the ORD sessions.

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Operational Readiness Demonstrations

In preparation for Go-Live, an execution list of business functions, expected outcomes, identified demonstrator, and client reviewers are defined and agreed to by Gainwell and the Department. The list defines the scope for the Operational Readiness Demonstrations. [redacted]

Operational Readiness Go / No-Go Reviews

Readiness Reviews, (aka Go/No-Go) meetings [redacted] Go/No-go meetings require Department leadership authorized to make the Go/No-Go decision to be in attendance. The information for each meeting includes:

- Review of Operational Readiness Assessments by the Department
- Identify gaps against targets and discuss Readiness Action Plans (RAP) if necessary. This would also include creating an Issue Resolution Plan (IRP) as needed [redacted]
- Agree on "Go" or "No-Go" + Readiness Action Plan (RAP) /workaround
  - RAP is to get back to "Go" by final ORR ("No-Go" + RAP = "Go")
  - Workaround is requesting to Go-Live with gap and includes operational impact assessment and mitigation

Timely decision-making throughout the operational readiness process is key and the expectation is that for the final Go/No-go meeting, a decision is made by an authorized Department team member, in writing to [redacted] within 48 hours of the meeting.

Transition and Operational Readiness Activities

As the Implementation activities near completion, we bring in specialized resources to support the Implementation team in preparing to demonstrate that we have fully tested, validated, and prepared the solution for operations go-live. Formal training, knowledge transfer, and organizational change management prepare both Gainwell and Commonwealth staff for new systems and operational processes that go into effect in the Maintenance and Operations (M&O) Phase.

[redacted]

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[redacted]

2. Maintenance and Operations Phase

During this phase, the selected Contractor is responsible for maintaining the day-to-day use of the PMM.

Gainwell understands we are responsible for maintaining the day-to-day use of the PMM. Gainwell will provide Operations support, Maintenance, and ongoing Configuration of the provided Solution(s) throughout the life of the Contract. This includes providing Operations support as well as providing Maintenance and Enhancements to the PMM as defined by the Department below (OMC04).

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, in completed enhancement, configuration or maintenance requests.
3. Responding to audit requests with supporting information such as random sample generation, data extracts, hard-copy documents, and provide requested data or information (OMC01).
4. Conducting research requested by the Department or required to support the Department. For example:
   - System behavior and results
   - New healthcare initiatives
   - Best practices research across states and industry
   - Impacts of new State and federal legislation
5. Performing mass adjustments or mass changes as requested by the Department or required to support the Commonwealth's healthcare programs (for example, errors in pricing, eligibility, cost share, and financial code assignments, third-party liability (TPL) discovery, and provider reimbursement changes).
   - Performing regular maintenance including:
   - Performance optimization.
   - Database management.
   - Software, hardware, and tools (e.g., patches, upgrades, and replacement)
   - Interface, report, and correspondence changes.
6. 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, notifying the Department when updated reference materials are available for review and approval (OMC18) and notifying the appropriate user community of system events (OMC12).
9. Performing the activities above to maintain customizations implemented as part of an approved enhancement.

[redacted] from Go-Live (Day 1) until Gainwell Pennsylvania leadership and the Department Leadership gain agreement that the project is ready to transition into a business-as-usual (BAU) operations cadence. [redacted].

Implementing innovative technology or process can result in a period of heightened issues and risks, a slower response time for end-users and other unexpected challenges. Additionally, due to a new system, providers and the Department's stakeholders may experience additional stress or confusion when things change. It is important they do not experience a disruption in service or a delay due to the implementation of the new PMM system.

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[redacted]

- Higher customer satisfaction
- Higher user acceptance rate
- Reduction in show-stopping risks / issues
- Continual improvement process for future implementations

A critical service of the [redacted] ritical communication touchpoints are established until the Department and the account agree to move to business-as-usual. These ongoing meetings transition to the operations staff. [redacted] rack, prioritize, and resolve issues and provide status updates to the Department and the PMO in coordination with our service management team. During this timeframe, Gainwell will have additional staff to support an anticipated increase in inbound call volume, product support, and system escalation issues.

We will document the process in a M&O Plan that details the activities to occur in the M&O phase through to project stabilization and will provide to the Department. Gainwell will also include the following plans in our more comprehensive M&O Project Management Plan document:

- Executive Summary
- Details of activities to be performed
- Risk and issues Management Plan
- Change Management Plan
- Config Management Plan
- Resource Management Plan
- Communication Management Plan
- Documentation Management Plan
- Release Management Plan
- Escalation Management Plan
- Security Plan
- Staff Acquisition Update
- Training plan
- Disaster Recovery Plan
- Continuity of Operations Plan

We will also update the M&O plan and associated plans as needed.

Gainwell's M&O – Systems approach includes the following:

- Business Continuity
- Business Impact Analysis (BIA)
- Disaster Recovery

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Business Continuity

[illegible]

- [illegible]
- [illegible]
- [illegible]
- [illegible]

[illegible]

Business Impact Analysis

[illegible]

[illegible]

- [illegible]
- [illegible]
- [illegible]
- [illegible]

[illegible]

Disaster Recovery

[illegible]

[illegible]

- [illegible]
- [illegible]
- [illegible]

- Disaster Recovery Exercise Summary Report (Stabilization phase)

3. Enhancement Phase

During the Participating Addendum term, the Department may request enhancements or changes based on CMS mandates. The selected Contractor shall follow the SDLC process for enhancements and module enhancement as described in the Change Management Plan (**Appendix U, MMIS Modernization Change Management Plan**).

Our Change Management Plan is based on a rigorous, repeatable process built on industry-standard guidelines from the PMBOK Guide and Project Management Methodology. The plan describes the formal process required for making changes to technology and business processes and how Gainwell integrates change management with project change management and aligns with the Commonwealth Change process outlined in RFQ Appendix U - MMIS Modernization Change Management Plan.

During the M&O Phase, Gainwell follows a change control process when introducing new or changed functionality. Approved changes become requirements and follow the same systems development methodology and traceability as those requirements addressed in the DDI phase. Gainwell traces requirements through the Requirements Specifications Document (RSD), General System Design (GSD), Detailed System Design (DSD), testing, implementation, and into the operational phase of the contract. Unit tests, like other tests, have traceability back to the requirements documented in the RTM.

We understand a structured approach for handling business service changes mitigates delivery risk and is vital to the ultimate success of the program. As part of our approach, we utilize technology to automate change-related tasks, as we detail in the following table.

Table 4. Technology to Automate Change-Related Tasks

Product	Description
Microsoft Project Online	Provides a running total of project hours, tracks activities across resources to properly manage CRs, and provides portfolio management
Workforce Optimization Tools	Provides data used to help maximize business operations productivity
Labor Management System	Enables planning to position personnel to deliver services
Gainwell Capability Model	Enables sharing of best practices
SharePoint	Provides efficient document access and supports document version control

We follow rigorous, repeatable steps to control changes to scope, cost, schedule, and quality. Gainwell aligns our change control management processes based on the Department's change control standards, making sure we effectively manage change to

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help maintain the overall integrity of the project. For example, we use Microsoft Project Online to track business service changes by type and resource assignment.

Gainwell will provide an estimate of the scope for each Department-requested change. We execute the change and track and report the actual level of effort to implement the change. Gainwell includes these changes in our scope for each Contract service, up to the maximum annual included level of effort. We provide support services — such as business analysis, testing, and documentation updates — to support changes that affect business operations. We update the affected business operations processes, procedures, and documentation to align with the change.

Because our approach adheres to standard project management processes, it easily conforms to the standards and processes managed by our customers and their vendors, enabling a seamless integration across parties to further support project success. Gainwell plans conform to the templates, standards, and processes defined by the Department, including the System Functional Design (SFD), Test Plan, Testing Procedures and Test Result deliverables. We also incorporate the System Implementation and Post-Production Activities and the Post Implementation Review (PIR) procedures, along with prescribed timeframes, into our project management processes.

We support change by creating processes and providing training to be sure affected parties know the effect on their work because of the change. We use measurement and reporting to verify we implemented a change as intended.

Post-implementation, we follow the predefined PIR procedures measuring outcomes to be sure we met the operational objectives within the defined timeframe and costs, along with documentation noting the change.

4. Participating Addendum Close Out/Turnover Phase

At the end of the Participating Addendum, the selected Contractor shall turn over the module as determined by the Department and in accordance with the Participating Addendum Close Out/Turnover Plan.

Gainwell will work collaboratively with the Department to deliver a Close Out/Turnover Plan of activities to facilitate the transfer of responsibilities of the Pennsylvania PMM contract to another vendor. Our aim is to turnover services as professionally and collaboratively as when we took them over from the preceding incumbent contractor. Our approach to turnover includes factoring contingency planning and risk mitigation into the work plan. This flexibility enables the Department to effectively manage unexpected issues or changes that may arise during the turnover phase. For more than five decades, Gainwell has successfully assumed operational responsibility from incumbent contractors and smoothly transferred that responsibility to successor vendors. In addition, Gainwell has worked with multiple vendors on Medicaid projects, so we understand project nuances and the common concerns key stakeholders might have. Coupled with our modularity expertise, we have applied lessons learned during other turnovers and refined those practices that would be utilized in future turnovers.

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[illegible]

[illegible]

[illegible]

- **Data Turnover Tasks.** [illegible]

- **Custom Interface Turnover Tasks.** Gainwell's Closeout/Turnover Plan will outline the process to hand over non-proprietary interfaces developed for the PMM project including necessary documentation, source code in a manner that allows the Department to fully manage and use the interface independently, typically accompanied by final testing and training to maintain a smooth transition.
- **Reusable Code Turnover Tasks.** Gainwell's Close Out/Turnover Plan will detail the process for handing over reusable code, documentation, and related assets created for the PMM project during the term of the contract. Additionally, the plan will outline the turnover of reusable code, allowing the Department to freely use and modify the code for future projects, as stipulated in the contract terms, even after the contract expires.

We will support an effective transition of the Department's system data, approved infrastructure, software and documentation, and the knowledge and procedures necessary for the Department -assigned resources to perform the Department system M&O and enhancements. [redacted] that we use, along with other best practices, to track the effective transition of data, infrastructure, software, documentation, knowledge, and procedures. The process enables us to facilitate the important task of tracking information that has left Gainwell's possession and keeping a record of the information reconciliation after it reaches its destination, especially safeguarding private data end to end.

Client Testimonial

[redacted]

would like to express my sincere appreciation to you and all of the individuals on your staff who worked together to make the CA-MMIS transition effort such a success. To accomplish a transition of this magnitude and complexity, on time and with only one critical issue reported is due to dedication and expertise of all involved."

[redacted]

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G. CMS Certification Phase

The Centers for Medicare & Medicaid Services require the certification of all state MMIS modules. To certify the PMM, the selected Contractor is required to follow the Department's CMS Certification Plan as well as the CMS Streamlined Modular Certification ("SMC") process for an Outcomes-Based Certification ("OBC") approach. (The Medicaid Enterprise Certification Toolkit ("MECT") was replaced by the SMC process on April 14, 2022 as stated in the State Medicaid Director Letter SMD # 22-001.) The selected Contractor will deliver their PA Certification Plan within 180 calendar days after the Participating Addendum effective date and update as required through CMS Certification.

The selected Contractor, in collaboration with the Department and the PMO, shall develop and maintain the PMM Certification Plan. The PMM Certification Plan depicts how the selected Contractor shall meet Department and CMS outcomes and participate in all CMS Certification activities throughout the PMM lifecycle. The selected Contractor CMS Certification activities include:

1. Collaborating with the Department and the PMO on CMS certification activities;
2. Completing applicable certification checklist items with traceability;
3. Creating all necessary deliverables and artifacts for certification;
4. Validating the selected Contractor's solution functionality against the certification checklist and defined outcomes;
5. Responding to Department, PMO, and CMS queries and actions;
6. Actively participating in CMS Operational Readiness Reviews and Certification Reviews based on Department direction; and
7. Other activities required by the Department, PMO, or CMS.

The selected Contractor CMS Certification project work items include:

1. PMM Certification Plan;
2. Completed Certification checklists; and
3. Deliverables and artifacts required by the Department or CMS.

The Gainwell team begins preparing for final CMS certification on day one of the PMM project. Gainwell has more MES and modular CMS certifications than other vendors combined. The corporate Certification Practice offers strategic support and a proven methodology to help states achieve certification while maximizing enhanced Federal Financial Participation (FFP). The following provides the details on how Gainwell has collaborated with states in achieving CMS certification.

CMS Certification Experience

- Successfully completed 25 CMS Certifications with zero findings
- PMM modular solution implemented and CMS-certified in four states/ territories
- Proven approach that uses mature, reusable processes

Certification Process

[redacted]

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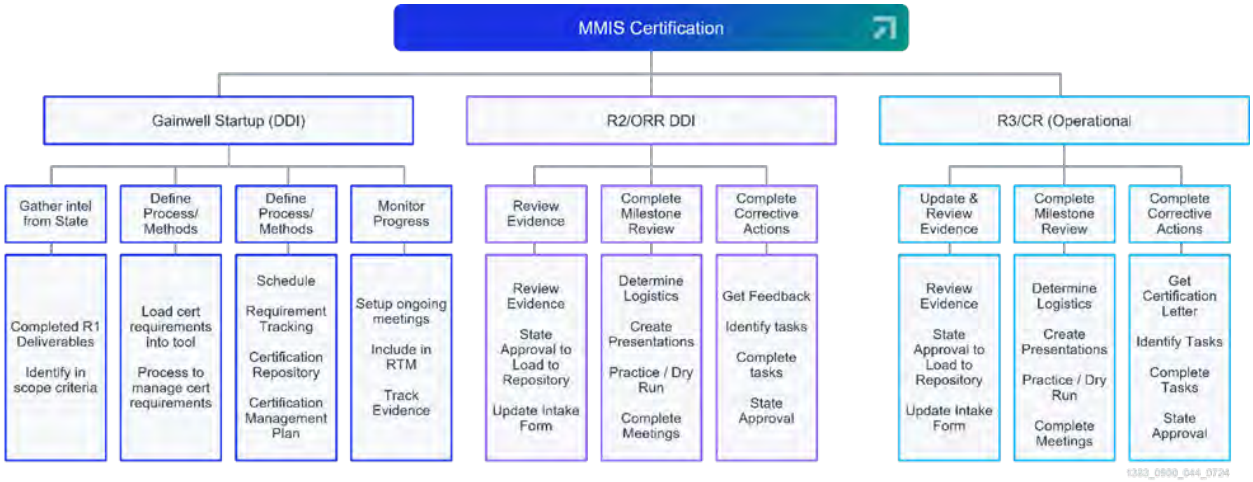
[redacted]

Figure 4. MMIS Certification Work Breakdown Structure



[redacted]

[redacted]

[redacted]

III-5. Bolstering Service Delivery through a Digital Experience Strategy

The Commonwealth of Pennsylvania ("Commonwealth") is committed to improving digital interactions with Pennsylvanians, individuals, and entities that conduct business with or on behalf of the Commonwealth, (each a "Business Partner").

Executive Order 2023-08 - *Bolstering Service Delivery Through a Digital Experience Strategy* calls for the enablement of an online service delivery system that would provide a universal entry way to all Commonwealth programs, services, and resources organized by users' needs and life experiences rather than agency program areas.

More information about the Executive Order is available at the following location: Executive Order 2023-08 – *Bolstering Service Delivery through a Digital Experience Strategy*.
Contractors shall acknowledge and conform to the following six design principles and requirements when proposing solutions within applications and/or during product demonstrations in response to Commonwealth procurement solicitations. The selected Contractor shall align its performance and deliverables with these principles and requirements under any agreement that may be awarded from the procurement solicitation.

A. Design Principles and Requirements

1. Delivering a consistent and friendly user experience across all Commonwealth agencies informed by human-centered design principles and user research.

A consistent and friendly user experience will enable Pennsylvanians, individuals, and Business Partners to locate services and conduct business with the Commonwealth, even if they do not know which agency to contact. Pennsylvanians, individuals, and Business Partners will continue to be able to navigate directly to services on agency websites, if they wish.

PA.GOV is the Commonwealth's single state government destination. By using PA.GOV, Pennsylvanians, individuals and Business Partners will know that they are utilizing official services from the Commonwealth.

The selected Contractor shall use the PA.GOV domain for proposed websites and digital services. Refer to the Commonwealth Information Technology Policy ("ITP") ITP- NET005 - Commonwealth External and Internal Domain Name Services ("DNS"). Contractors shall acknowledge its understanding of and compliance with this requirement in its application.

Each Contractor's application shall include a description of how the Contractor plans to integrate a consistent and friendly user experience, starting with PA.GOV. The selected Contractor shall be able to receive and validate the credentials of a Pennsylvanian, individual or Business Partner that were previously authenticated from an active session.

The Contractor's solution shall integrate with existing PA.GOV and be able to receive and validate credentials among Commonwealth websites, applications, and digital services to allow seamless navigation to and from PA.GOV.

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Keystone Login is the Commonwealth's single login solution. Keystone Login provides a consistent and secure approach to account administration by offering Pennsylvanians, individuals, and in the future, Business Partners, a single online point of access to services offered by multiple Commonwealth agencies or other Business Partners. It is critical that by using Keystone Login any Pennsylvanian or Business Partner can work with any Commonwealth agency or other Business Partner through the Commonwealth's public facing applications using a single login credential.

The consistent and modern authentication standards available through Keystone Login will increase convenience for Pennsylvanians and Business Partners by simplifying account management and eliminating the need to remember multiple usernames and passwords, while also strengthening the Commonwealth's security posture.

In addition, Keystone Login provides the capability for a Pennsylvanian or a Business Partner to create a single profile managed by Keystone Login.

The selected Contractor shall register with and utilize Keystone Login.

Applications that utilize Keystone Login can leverage authentication methods through one of the following: (1) via a series of Application Programming Interfaces ("APIs"), (2) as a redirect to the Keystone Login Portal, or (3) a hybrid of both approaches.

A detailed Developer Integration Guide will be provided to the selected Contractor; however, to assist Contractors in preparing their applications, a summary version of the Developer Integration Guide and Keystone Login Branding Guidelines are available at the following location: http://keystonelogindevelopers.pa.gov.

The summary version of the Developer Integration Guide and Keystone Login Branding Guidelines should be reviewed by the Contractors prior to responding to this solicitation to ensure the Contractors understand the mandatory APIs and services that shall be made available to Pennsylvanians and Business Partners.

The Contractors shall include in their applications an acknowledgement that they will utilize Keystone Login for Pennsylvanians. If the Contractor requires any additional information to verify the identification of Pennsylvanians through the authentication process provided by Keystone Login, the Contractor shall identify the additional required information the Contractor needs in its application.

Additionally, the Contractor shall commit to utilizing Keystone Login for Business Partners when required by the Commonwealth. The timeframe for implementation of Keystone Login to Business Partners will be mutually agreed upon by the selected Contractor and the Commonwealth and will be documented through the agreement change order process.

Gainwell applauds the Commonwealth's initiative to deliver a consistent and friendly user experience across Commonwealth agencies. As such, we acknowledge and will adhere to the requirements listed the Commonwealth Information Technology Policy (ITP) ITP- NET005 - Commonwealth External and Internal Domain Name Services (DNS).

We are committed to a consistent Pennsylvania user experience through a configurable User Interface (UI) look and feel to match Pennsylvania's branding and usability standards, and through our experts, we will work closely with administrators of Commonwealth web content to confirm that navigation to and from PA.GOV is enabled

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not just at the site level, but also at the content level for the various information and documents that users are ultimately seeking. Online help content will be configured to help users navigate within and across systems when more information is needed.

We will maximize ease of use through integration with Keystone Login. Our Single-Sign-On (SSO) approach will be API-based using PMM's Identity and Access Management (IAM) software and other security capabilities, integrated with configurable role-based access (RBAC) to control authorization permissions. We will have processes in place to restrict access when inappropriate system access or misuse is detected (OMC06). By aligning fully with **PA.GOV** standards and leveraging Keystone Login, we verify that each interaction is consistent, secure, and seamless.

Other key UI features of Provider portal solutions include:

- **Support for preferred stakeholder communication methods.** Providers can indicate, as part of the provider enrollment application, their preferred communication method(s), such as electronic communication (email/SMS/text) (REQ-DCB01) and via an optional subscription service a provider can sign up to receive information published by the Department. The portal has an optional secure correspondence feature that can be integrated with a customer service CRM module.
- **Human-readable URLs as navigational aids within browser-based components.** Portal navigation is provided using the application's robust menu features. URLs provided by the portal and displayed within the application are human-readable and can be used for navigation while the user remains in their current logged-in session.
- **Cookie management.** Cookie storage within the Provider solution and secure portal is limited to session information only. It does not contain user or personally identifiable information.
- **Understandable access and error messages.** Messages displayed to users throughout the portal are configurable to be specific to the Commonwealth. UI/UX design guidelines require that user messages be presented in an easy-to-understand format with simple language. Application messages returned from back-end modules also follow these guidelines.
- **Validating, editing, and verifying form field data.** Both client-side and server-side edits are present throughout the application for required, or situation-based, form field information. An appropriate error message or user prompt is displayed for instances of non-compliance or validation errors.

Multiple Search and Navigation Options

Gainwell provides multiple search and navigation options for providers and other users to enhance usability. This essential approach confirms that users can efficiently find and access the information they need through various methods, catering to different preferences and improving overall user experience.

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2.Incorporating user feedback continuously into digital applications to ensure users' expectations and needs are better met.

Contractors shall develop user-focused requirements that tie back to all personas that will be leveraging the solutions being suggested.

Contractors shall include within their applications a reporting strategy and specific mechanisms for how the solution would measure its success in meeting the needs of users (e.g., reducing time to complete for end-users by XX%).

When designing any digital interface, a plan for user research and iterative prototype development shall be included within applications. The Contractor shall plan for written sign-off on a finalized prototype prior to beginning any development work, and such shall be acknowledged within applications.

Developed prototypes shall be informed not only by design best-practices, but also the feasibility of the back-end technical integrations that would be required to enable the front-end experience, so user feedback is informed by realistic examples. Contractors shall outline in their applications the design best practices and technical integrations that would enable the front-end experience.

All existing user research completed by the Commonwealth related to this procurement will be provided, if available and permissible by law. If the Contractor does not have the ability to provide user research or prototype development, it shall explicitly be called out in the application so that the Commonwealth can anticipate resources that will be required outside of the scope of the awarded agreement.

[redacted]

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[redacted]

[redacted]

3. Sharing and integration of data across agencies to glean users' insights and measure experience, including satisfaction and trust across Commonwealth services.

The universal entry way outlined within the Executive Order will establish capabilities to connect Residents to existing systems of records using a consent-based approach that will enable Residents to view and update their data across agencies and program areas in a seamless fashion using a common technology identity.

An enterprise data management program strategy was established that focuses on democratization of data, efficiency of data transactions, and increasing data quality, availability, integrity, and security measures. The strategy also combines functional and cultural changes to the data habits and literacy of people, establishes standardized data processes, and deploys technologies to ensure optimal practices and business processes are used to collect, create, maintain, and/or disseminate data.

To accomplish the strategy, the Commonwealth is standardizing and deploying the following technology solutions in support of a centralized enterprise data hub.

- Core Resident and Business Profiles ("Golden Records")
- Universal Identifiers and ID Linkage
- Master Data Management
- Enterprise Messaging and Queuing Services
- Data API / Data Integration Services
- Enterprise Data Catalog

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The Contractor shall provide within their application a detailed overview of data available from the proposed solution, along with data format and all methods in which the data can be accessed by Commonwealth solutions and reporting tools (e.g., Enterprise Data Catalog, Power BI).

The Contractor shall also include in the application how the proposed solution can contribute to the centralized enterprise data hub. This information shall include field-level data (e.g., profile/demographics/preferences of users) and outcomes data from the proposed solution (e.g., user logins, user journey history, completed applications).

The data is owned by the Commonwealth and cannot be used by the awarded Contractor without written consent of the Commonwealth.

[redacted]

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4. Consolidate or eliminate outdated technologies and systems that are costly or challenging to maintain, insecure, or no longer impactful with the goal of minimizing or preventing the Commonwealth from incurring technical debt.

Contractors shall acknowledge within their application if the proposed solution has a roadmap that showcases a progression plan for sustaining, enhancing, and maturing the proposed solution into the future. Contractors shall include the roadmap within their applications, if available.

Contractors shall explain within their applications how solution enhancements and/or version releases are handled, and at what cyclical intervals.

Contractors shall acknowledge within their applications the timeframe (e.g., years, months) the proposed solution has been implemented for other clients or if new and/or emerging technology(ies) is being proposed.

Minimizing Technical Debt and Modernizing Systems

[redacted]

Reusable components are used across PMM components (Portal, Enrollment, Management, Screening) to reduce development complexity while maintaining a consistent user experience, consistent reference data, and consistent configuration and release management. Ongoing updates to COTS components and use of cloud Software as a Service (SaaS) / Platform as a Service (PaaS) / Infrastructure as a Service (IaaS) components avoids technical debt and positions Gainwell to innovate continuously without disruption and without the need for major upgrade projects. Our solution is free of software components that are the result of legacy code (REQ DCB19). Gainwell will provide technology and equipment for our staff, and we are responsible for operating and maintaining software needed to support module components (REQ DCB12, REQ DCB13).

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[redacted]

Approach to the Release Management Process

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We understand the dynamic aspect of Medicaid operations and projects, and during PMM operations we work with the Commonwealth to consider other projects and priorities when scheduling PMM patches and releases to production. Releases may include feature enhancements requested by the Commonwealth and other clients. Those enhancements will be available to the Commonwealth via the scheduling of releases, and by optionally toggling on that functionality for the Commonwealth via configuration. Operating system and other platform/infrastructure updates are typically performed regularly and outside of software patch/release windows, except where technical dependencies exist. We test and implement production ready patches, upgrades, and releases for software, firmware and operating systems in a timely manner, in coordination with other modules. (OMC07)

5. Designing digital services that incorporate best practices regarding data exchange, data privacy, security, records management, language translation, and accessibility associated with Commonwealth data, devices, and materials to provide comprehensive protections and manage risk.

Contractors shall acknowledge within their applications compliance with the Commonwealth's electronic information privacy standards. Refer to the ITP-PRV001 – Commonwealth of Pennsylvania Electronic Information Privacy.

Contractors shall acknowledge within their applications compliance with the Commonwealth's websites, applications, and digital content and services design standards. Refer to ITP-SFT002 – *Commonwealth of PA Design Standards*, and ITP-SFT009 – *Application Development*.

Title VI of the Federal Civil Rights Act of 1964 provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from 28

participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Title VI applies to all state agencies that receive Federal financial assistance.[1]

Contractors shall demonstrate how they will support the Commonwealth in making vital digital information available to people with limited English proficiency with accurate digital language translation in frequently encountered languages.

Contractors shall acknowledge within their applications and, if requested by the Commonwealth, demonstrate during product demonstration sessions, solution, and deliverable compliance with relevant federal, and state laws, regulations, and rules including, but not limited to, the following.

•Title II of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability;

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•Section 508 Amendment to the Rehabilitation Act of 1973, which requires all Federal agencies' electronic and information technology to be accessible to those with disabilities; and

•Section 504 of the Rehabilitation Act, which prohibits discrimination on the basis of disability for entities receiving federal funds.

In addition, Contractors shall acknowledge within their applications and product demonstration sessions compliance with the revised Section 508 Standards and the current version of the Web Content Accessibility Guidelines ("WCAG"), which are industry standards. The selected Contractor shall provide as a deliverable of the awarded Participating Addendum quarterly reports that demonstrate compliance with WCAG. Refer to ITP-ACC001– *Information Technology Digital Accessibility Policy* for additional information.

Designing Digital Services with Best Practices

Our robust compliance framework confirms that privacy standards are seamlessly integrated, delivering comprehensive protections for user data without complicating access. These best practices are foundational to building user trust and delivering high-quality digital services.

Each layer of our design incorporates accessibility, privacy, and security practices and tools. **We meet and exceed compliance with WCAG 2.1 AA, Section 508, and other federal and state standards, verifying that users, regardless of ability or background, can access services equitably.** Adoption of security best practices starts with our software development process that includes use of accessibility testing tools and ongoing static and dynamic code testing using third-party security testing tools.

See the following response to RFQ Question 6 regarding how PMM design meets data standards and accessibility requirements.

6. Follow Commonwealth data source standards to facilitate better connections and access of user data.

The purpose of the citizen and business data models are to standardize and promote common glossary definitions for the data elements and their associated attributes. A common understanding of data entities and elements across the enterprise is an essential first step in developing integrated processes and moving away from 'silo' systems, solutions, applications, and digital services.

Contractors shall demonstrate how they will support the Commonwealth in making vital digital information available to people with limited English proficiency with accurate digital language translation in frequently encountered languages.

Contractors shall acknowledge within their applications and, if requested by the Commonwealth, demonstrate during product demonstration sessions, solution and including, but not limited to, the following.

• Title III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability;

• Section 508 Amendment to the Rehabilitation Act of 1973, which requires all Federal agencies' electronic and information technology to be accessible to those with disabilities; and

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• Section 504 of the Rehabilitation Act, which prohibits discrimination on the basis of disability for entities receiving federal funds.

In addition, Contractors shall acknowledge within their applications and product demonstration sessions compliance with the revised Section 508 Standards and the current version of the Web Content Accessibility Guidelines ("WCAG"), which are industry standards. The selected Contractor shall provide as a deliverable of the awarded Participating Addendum quarterly reports that demonstrate compliance with WCAG. Refer to ITP-ACC001 – *Information Technology Digital Accessibility Policy* for additional information.

Following Commonwealth Data Standards

We will follow Commonwealth data source standards in configuring the solution for the Commonwealth, confirming systems work together seamlessly. PMM is highly configurable to align with Commonwealth standard terminology and data values:

- Allowed values for fields are configured for the Commonwealth, such as county names, provider types, provider specialties, enrollment attached document types.
- Several types of complex data relationships between fields are configured and stored as common reference data for use across PMM components. A simple example of a data relationship is allowed specialties for each provider type.
- For online portal screens, the graphics, colors, naming of labels/links, and other static content are updated to align with the Commonwealth's standards.
- Online screen and field-level (mouse-over) help are configured where needed to be Commonwealth-specific (REQ OMC16).

We provide auditing and general controls to provide the effective use of the technical architecture and data in meeting requirements (REQ DCB11). Using standardized data definitions mitigates the need for costly mapping and transformation of data, when sharing of data between PMM and other systems via our pre-built interfaces. Both our pre-built, event-based APIs and batch methods of integration use self-describing, hierarchical structures with support for multiple data types to verify consistency of data sharing between systems. We will work with the Department to standardize the structure and visibility of data and applications to support automated electronic data exchanges within the Commonwealth's enterprise to promote interoperability. (REQ DM57)

Members with limited English proficiency, can take advantage of the PMM's translation functionality, to view vital digital information in the user's preferred language. The languages available are based on the languages included in the PMM configuration requirements. English and Spanish are included as standard default languages. To support providing accurate information in alternate languages, Gainwell partners with a few translation companies. With English and Spanish covering over 94% of the Commonwealth's population, we will work with the Department to better understand additional language needs.

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III-6. Non-Commonwealth Hosting

The Commonwealth defines Non-Commonwealth Hosting as any service that is hosted by or within a Service Organizations or its subcontractor(s) (Subservice Organization(s)) managed infrastructure regardless of deployment model (public, private, or hybrid) or such type as, but not limited to, software-as-a-service for web-based proposals, infrastructure-as-a-service for Internet-based access to storage and computing power, and platform-as-a-service that gives developers the tools to build and host web applications. Solutions deployed through traditional hosting methods and without the use of NIST Cloud capabilities (i.e., rapid elasticity, resource pooling, measured service, broad network access, and on demand self-service) are also included. Please refer to Glossary (pa.gov) for more specifics.

1. The Offeror shall meet all hosting requirements outlined in **Exhibit B, Requirements for Non-Commonwealth Hosted Application Services** of the **IT Contract Terms and Conditions (Appendix C)**.

a. As described in **Exhibit B, Requirements for Non-Commonwealth Hosted Application Services, Section B.2**, the Offeror shall provide applicable SOC I and SOC II reports upon contract execution and annually thereafter.

2. The proposed solution shall undergo an IT Vendor Risk Assessment review. In support of the review, the Offeror must submit the following documents and information related to the proposed solution:

a. SOC2 Type II, ISO 27001 certification, SIG, and/or other relevant security documentation;

b. Information Security Policy;

c. Pen Test Summary Results; and

d. Any other relevant information pertaining to the Offeror's Security & Compliance programs.

The PMM Solution is a Software as a Service (SaaS) offering, allowing the Commonwealth to realize the following **key benefits**:

- Reduced need for upfront IT costs
- Rapid deployment
- Advanced security
- Built-in redundancy
- Improved flexibility and rapid scalability

Gainwell acknowledges the Commonwealth's definition of Non-Commonwealth Hosting and confirms that our solutions align with these parameters. Specifically:

- **Hosting Models:** Gainwell offers solutions hosted within our managed infrastructure or through vetted subcontractor environments, supporting public, private, or hybrid cloud models, as well as traditional hosting methods.
- **Electronic/Digital Signature Capabilities:** Gainwell's solution integrates electronic and digital signature capabilities to streamline electronic transactions. These features confirm compliance with Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical health Act (HITECH), and applicable state and federal laws, providing secure and efficient authentication and non-repudiation for critical transactions. (REQ SEC005, SEC30, SEC57, SEC59).

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- **Deployment Types:** [illegible]
- **National Institute of Standards and Technology (NIST) Cloud Capabilities:** [illegible]

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Gainwell's PMM solution incorporates robust processes for masking, sanitizing, and de-sensitizing sensitive data, such as personally identifiable information (PII) and protected health information (PHI), when transferring or utilizing production data in non-production environments. These processes leverage industry-standard de-identification and anonymization techniques, verifying that sensitive data remains secure and inaccessible to unauthorized entities. Additionally, de-identification algorithms are used to allow for re-identification if required under specific regulatory or business needs. These practices align with HIPAA, HITECH, and NIST 800-53 standards to maintain data privacy and security integrity (REQ SEC71).

1. The Offeror shall meet all hosting requirements outlined in **Exhibit B, Requirements for Non-Commonwealth Hosted Application Services** of the **IT Contract Terms and Conditions (Appendix C)**.

a. As described in **Exhibit B, Requirements for Non-Commonwealth Hosted Application Services, Section B.2**, the Offeror shall provide applicable SOC I and SOC II reports upon contract execution and annually thereafter.

Our cloud-hosted solution is designed to meet the Commonwealth's stringent hosting requirements, providing a reliable, scalable, secure, and cost-effective infrastructure. Gainwell's architecture leverages advanced cloud technologies to provision computing and storage resources dynamically, supporting the high availability, performance, and security requirements of the PMM module.

Our architecture includes:

- **Redundancy and Fault Tolerance.** Built to eliminate single points of failure, our system supports fault tolerance and failover capabilities across web, application, database, and storage layers.
- **High Availability.** Cloud hosting providers leverage automated failover capabilities and east/west failover architecture, providing uninterrupted service and disaster recovery readiness (REQ SEC16).
- **24x7 Service Continuity.** Site redundancy and automated failover mechanisms provide consistent service delivery to meet the Commonwealth's operational needs (REQ SEC18).
- **Emergency Access Procedures.** Emergency access procedures are established and implemented at Gainwell to provide the Department with secure and timely access to module data during emergencies. These procedures include predefined escalation paths, role-based access provisioning, and secure authentication mechanisms to confirm data confidentiality and integrity. Emergency access processes are subject to the Department's approval and are tested periodically to confirm readiness in compliance with NIST 800-53 and ISO 27001 standards (REQ SEC60).
- **Security Warning Banners**. Gainwell's solution displays security warning banners prominently on system entry screens. These banners inform users of access restrictions and security policies, confirming compliance with Federal, state, and applicable standards. Additionally, headers and footers containing security notices

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are present throughout the system's interface to maintain user awareness of data protection protocols and discourage unauthorized activities (REQ SEC62).

- **Identifying Usage Anomalies or Potential Misuse.** Gainwell's PMM solution incorporates tools and reporting mechanisms designed to identify usage anomalies or potential misuse of the system. These tools generate alerts and detailed reports to support real-time detection and post-event analysis, confirming compliance with SOC 2 Type II, ISO 27001, and HIPAA standards (REQ SEC006).

We are committed to providing the Department with confidence that our infrastructure aligns with leading security and compliance frameworks, reinforced by the timely delivery of SOC I and SOC II reports (REQ SEC22, SEC04).

Data De-Identification and Re-Identification. Gainwell's solution includes capabilities to de-identify and/or redact data for entities not authorized to receive PII or PHI. This process uses robust de-identification algorithms that meet HIPAA and HITECH standards, verifying that sensitive data is anonymized effectively. If re-identification is required, the system employs secure and controlled algorithms that allow authorized personnel to restore data to its original state while maintaining strict access controls. These capabilities align with SOC 2 Type II, ISO 27001, and NIST 800-53 standards (REQ SEC70).

2. The proposed solution shall undergo an IT Vendor Risk Assessment review. In support of the review, the Offeror must submit the following documents and information related to the proposed solution:

a. SOC2 Type II, ISO 27001 certification, SIG, and/or other relevant security documentation;

b. Information Security Policy;

c. PenTest Summary Results; and

d. Any other relevant information pertaining to the Offeror's Security & Compliance programs.

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a. SOC 2 Type II, ISO 27001 certification, SIG, and/or other relevant security documentation

[illegible]

[illegible]

[illegible]

- **Policy on Decommissioning Assets.** [illegible]
  - [illegible]
  - [illegible]
  - [illegible]
- **Audit and Documentation** [illegible]
- **Disclosure Tracking and Reporting.** [illegible]

[illegible]

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b. Information Security Policy

[illegible]

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Database Abstraction Layer. [illegible]

Integration with the Commonwealth's Integration Platform. [illegible]

Privacy Impact Analysis (PIA) Support

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c. Penetration Test (PenTest) Summary Results

[illegible]

d. Any other relevant information pertaining to the Offeror's Security & Compliance programs

Gainwell is committed to maintaining security and compliance programs aligned with industry standards and best practices. In addition to the above information, we can attest to the following:

- Gainwell's PMM solution confirms that user activities, including those of database administrators, are automatically logged. The audit trail captures access, viewing, and interaction with records, regardless of whether data is altered. These logs are secured against tampering, reviewed periodically, and retained to meet compliance standards (REQ SEC007). [redacted] These standards provide robust identity management and secure communication across the system. (REQ SEC19, SEC39)
- [redacted] Our solution provides secure integration and robust data privacy protections, aligning with relevant federal and state regulations. (REQ SEC53)
- Gainwell verifies compliance with the OASIS Web Services Security (WS-Security) SOAP Message Security Version 1.1 Specifications, as required by CMS, to build secure and reliable web services. Our implementation enforces message content integrity and confidentiality [redacted] To maintain compliance, we conduct regular penetration testing, vulnerability assessments, and audits, verifying the SOAP messaging framework remains secure and effective. Gainwell also provides detailed documentation and reporting, including SOC 2 Type II reports and CMS risk assessments, to validate adherence to applicable standards, reinforcing our commitment to secure, CMS-compliant solutions.
- Gainwell addresses risks identified during periodic security risk assessments through a comprehensive Plan of Action and Milestones (POA&M) process, in alignment with CMS requirements. This includes providing clarifying information about the identified risks, proposing mitigation strategies, and establishing timelines for implementation. Gainwell collaborates closely with the Department to execute POA&Ms effectively, facilitating regulatory compliance and the protection of sensitive information. Through routine monitoring, progress reporting, and adherence to frameworks such as NIST

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800-53 and ISO 27001, we deliver a robust approach to security risk management that aligns with both CMS and Commonwealth requirements.

- [redacted] Gainwell employs role-based access controls to restrict privileged access, monitors administrative activities, and enforces least privilege principles to confirm the security and integrity of the system. These safeguards are integral to our commitment to maintaining a secure and compliant environment. (REQ SEC54, SEC55, SEC58)
- A well-defined Incident Response and Reporting Process that provides timely and effective mitigation of security incidents.
- Comprehensive logging and monitoring practices aligned with NIST 800-53 to detect and respond to unauthorized activities. Gainwell maintains and will provide, upon the Department's request, a detailed listing of users with access to module components and data. This listing includes user identities, access levels, and activity details to provide transparency and compliance with security protocols (REQ SEC10, SEC48). Business Continuity and Disaster Recovery Plans that are regularly tested to provide system availability and resiliency in the event of a disruption.

Compliance with Department and OIT Security Policies

Gainwell confirms full compliance with applicable Department and Office of Information Technology (OIT) security policies, including:

1. Department security policies and standards (https://www.dhs.pa.gov/providers/Providers/Pages/Business-and-Tech-Standards/Security-Domain.aspx)
2. Department privacy policies and standards (https://www.dhs.pa.gov/providers/Providers/Documents/Business%20and%20Tech%20Standards/Security%20Domain/DHS%20Information%20Security%20and%20Privacy%20Policies.pdf)
3. Commonwealth Security Information Technology Policies (ITPs) (http://www.oa.pa.gov/Policies/Pages/itp.aspx)
4. Department encryption policies and standards

Gainwell's solution aligns with these policies to deliver robust protection of data privacy, security, and compliance with Commonwealth regulations. Regular audits and assessments verify adherence to these standards. (REQ SEC01, SEC03).

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III-7. Requirements Core Services

The selected Contractor's solution shall meet Department-specific requirements in addition to the NASPO requirements. The Department-specific requirements have been organized into two categories: Functional and Technical. The Contractor shall respond to each NASPO and Department-specific Core Functional and Technical requirement listed in **Appendix V, PMM Requirements Response Matrix**.

Gainwell leverages our breadth and depth of experience delivering provider software and services across 27 states covering 3.7 million providers to meet the Department-specific requirements in addition to NASPO requirements. The modular Provider Management System (PMM) solution specifically has been deployed in Kansas, Puerto Rico, Vermont, and Virginia and enhances the user experience, data accuracy, and the overall efficiency of Medicaid provider operations. Furthermore, Gainwell makes continuous improvements and enhancements to our PMM. Since responding to the 2017 NASPO Provider RFP, we have invested thousands of hours in product updates and enhancements and our state clients have influence over the product roadmap and urgency for enhancements that solve business challenges.

A. Functional Requirements Core

Functional requirements are based on the business requirements and describe specific features or functions of what the system shall do to comply with the business needs. Functional requirements include business rules, calculations, data manipulation, storage, and reporting requirements. The selected Contractor shall meet the following Functional requirements for the PMM. The Contractor shall respond to each subsection of the functional requirements.

Modern Provider Management System. The PMM transforms the provider's user interface/user experience (UI/UX). We have deployed a proven system that fundamentally changes how providers enroll and are managed in Medicaid programs. From the application to screening to enrollments, Change of Ownership (CHOW), verifications, and updates, Gainwell has automated every step in the process. We empower providers to complete a simple, easy-to-understand, easy-to-follow application via our web portal to enroll in the Medicaid Program. We successfully completed a similar implementation in Vermont where we integrated the provider solution with a 30-year-old AIM MMIS system, like PROMISe. The Vermont project was

Exceeding the Commonwealth Objectives

- 15-minute enrollment processing time
- Reporting and Dashboarding to achieve operational efficiencies
- Provider empowerment through intuitive and easy-to-use self-serve features
- Improved provider satisfaction due to reduced administrative burden and faster application processing
- Process and enrollment automation
- Strategic integration and enhancements

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driven by a legislative initiative to reduce the enrollment time frame for Medicaid providers. Gainwell's solution [redacted]. Additional outcomes include:

[redacted]

Furthermore, Gainwell's PMM was designed with provider input to address the variability of provider needs. As a result, providers are more engaged and experience higher confidence and satisfaction in their ability to not only enroll, but also actively participate in the Commonwealth's Medicaid program.

Greater Insight and Decision Control. Gainwell's PMM empowers staff with better information, analytics, and actionable perspective. Access to real-time information helps states monitor and stay in control of provider services workflows, evaluate provider network performance, act on incidents identified through the monthly monitoring process, and implement policy changes faster. By having access to network utilization data, the PMM can inform policy decisions and actions to close gaps or work with larger associations to explore options to expand the provider networks in geographic areas or by specific specialty types to meet member needs for access to care. With greater insight into provider and member interactions, the Department can better manage interoperability that will support program integrity. These capabilities help preserve the integrity of the provider network and claims processing cycles, and result in lower overall costs in the Medicaid ecosystem.

1. PMM Solution

The selected Contractor's solution shall capture data elements needed to perform provider management and enrollment functionality.

Gainwell's PMM integrates the PMM components shown in the figure below to create a seamless experience for both providers and administrators.

- Providers' enrollment experience is streamlined through dynamic online forms, Intelligent Virtual Chat, live support, and integration with an intelligent contact center providing a seamless omni-channel experience.
- Automated screening with advanced approval features allows a provider to be screened and approved within 24 hours.
- The Provider Management module is the hub and single source of truth for managing your provider data across the enterprise for revalidation, screening and monitoring, and enabling the Provider Self-Service Portal.
- Provider Directory is synchronized with the latest changes to provider information and is publicly accessible for use by citizens and stakeholders.

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[illegible]**Business Rules Engine (BRE)**[illegible]

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Enrolling Providers

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Pre-Enrollment Checklist

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Step-by-Step Guidance

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As the provider progresses through the application, per the above figure, the enrollment application wizard prompts users in the event of data entry errors, missing data, or inconsistencies in the provider enrollment, maintenance, or revalidation process (REQ ENR06). The Gainwell solution delivers real-time notifications to providers regarding the progress of their enrollment application, including updates upon the entry and completion of each section. Additionally, the system provides prompts to alert providers of data entry errors or missing information, confirming accurate and efficient application submission. [redacted] provider information (REQ PMNT24), reducing the provider's time and effort in completing the application, thus improving provider satisfaction.

The Gainwell PMM solution offers a robust email verification process integrated seamlessly within the enrollment application, confirming the validity of email addresses submitted by the provider. By implementing this verification mechanism, correspondence sent via email reliably reache intended recipients, enhancing communication efficiency and accuracy (REQ PMNT38).

In addition to the automation and informational self-help, the application is configured to prevent and/or notify the provider from creating a duplicate application (REQ ENR11).

PMM enables us to work with the Commonwealth to set up enrollment types, provider types, specialties, and taxonomies during implementation for other agencies or departments leveraging the system. These values are established and maintained in the configuration tool and business rules engine. They can be reconfigured to address changing federal and state requirements without code changes. This flexibility can be extended to support special enrollment of providers for other Commonwealth agencies, as requested. Additionally, the configuration extends to rules indicating the method of how required documentation will be submitted with the application (e.g., mail and facsimile) (REQ PMNT60).

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Centralized Credentialing [illegible]

Provide Management: [illegible]

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Correspondence Management [redacted]

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2. Workflow

The selected Contractor's solution shall provide rules-based automated workflow management capabilities for the Department's process workflows, including provider enrollment activities and notices/correspondence.

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[redacted] These workflows are fully integrated into the user interface and controlled by rules-based configuration to automate provider enrollment activities, screening, and notices/correspondence (REQ WKF13, WKF17). Gainwell workflow will be configured to support and maintain documents per the Commonwealth's requirements. The automated screening and monitoring processes and tools verify provider enrollment eligibility based on Commonwealth regulations and policies (e.g., Commonwealth licensing agencies, Commonwealth exclusion lists, Provider Enrollment Chain and Ownership System [PECOS]) (REQ ENR20). Commonwealth-approved providers, once processed per the business rules engine, are finalized and seamlessly recorded in the Provider Management module. Gainwell will support and assist the Department in mapping business processes and subprocesses to the workflow application and in transitioning from manual to automated process execution (REQ WKF04).

Workflow has an easy-to-use user interface for trained users to configure rules and that control the configurable options for each business process step. The configurable rules engine allows the storage and execution of workflow events, alerts, work queue rules, and routing. Screening workflow is configured to establish rules based on risk level and other noted factors for validation and updates submitted online/electronically by specific criteria (e.g., program type, data type, risk level) (REQ PMNT61). Using the screening module, authorized users have the ability to configure event-based workflows to initiate information requests, correspondence, or electronic notifications throughout the provider lifecycle (REQ PMNT32). For provider types that are identified as higher risk levels, the solution allows for manual and automatic classification that triggers additional steps and screening as applicable (REQ PMNT62, PMNT64).

(REQ WKF01) Configuration allows for managing work distribution and redistribution based on work type, worker skill, priority, and age of work (REQ WKF02).

[redacted]

(REQ ENR03) The PMM performs an automated ongoing review of screening and other eligibility data to determine changes to enrolled providers' screening information. Automated screening and monitoring processes and tools verify the provider enrollment and eligibility, based on federal requirements contained in 42 CFR 455.436 including checking for updated professional licensure, Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), and the Excluded Parties List System (EPLS) (REQ PMNT40). Program compliance measures also include ongoing monitoring of provider data to continuously track the impact to screening requirements. These activities could lead to additional screening, updated risk levels, and increased frequency of revalidation schedules.

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- Auto-approval of screening criteria, based on PMM rules and criteria, speeds up the overall approval of providers
- An application can be "bypassed" in the case of negative findings — with the ability to escalate to a PMM reviewer or take other action — without the need to complete reviewable actions
- Navigation between activities and processes and their priorities based on PMM rules
- Indication of whether item completion requires Gainwell or PMM approval

Timing and escalation parameters for workflow processes and individual tasks, and the assignees for such escalations can be configured to remind task assignees of work that remains pending and alert supervisors to an incomplete task.

3. Self-Service Provider Portal

The selected Contractor shall provide a self-service provider portal containing self-help enrollment and maintenance functions to enable and empower the provider groups to request services, find information, and register and resolve issues.

Gainwell's self-service provider portal contains self-help enrollment and maintenance functions to enable and empower the provider groups to request services, find information, and register and resolve issues.

Our secure web-based, self-service portal allows providers to electronically enroll in PMM. The solution is browser-based and requires no client-side installation. Our portal solution — including help features, interactive guides, intuitive FAQs, and user manuals, in addition to the Intelligent Virtual Agent that is visible for help and guidance throughout (REQ INT87) — is configured with PMM-specific names, programs, acronyms, information, links, and images as approved by the Department. We designed the Provider Portal user experience to be compatible with relevant customer branding standards such as the Commonwealth's user interface standards and policies.

We integrate with PMM-approved partners to collect and maintain provider data necessary to support other module functions (e.g. claims processing, service authorizations, and reporting functions) (REQ PMNT39).

Gainwell's solution includes functionality to address trading partner needs, and we will validate our solution against Department-specific requirements and configure accordingly (REQ PMNT42). Information exchanges are documented in trading partner agreements as specified in 45 CFR 162.915 (REQ PMNT55).

[redacted]

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[redacted]

[redacted]

[redacted]

[redacted]

Public Provider Directory Search Functionality (REQ PSER17)

A[illegible]

The Gainwell Provider Directory is accessible using public-facing digital endpoints that do not require additional authorization for access, which enables public discovery and use. We will work with the PMM to update any links on PMM public-facing websites to the legacy Provider Directory with the hyperlink to the new Provider Directory.

The Directory also complies with CMS Interoperability and Patient Access Final Rule (CMS-9115-F), Section 5123 of the Consolidation Appropriations Act, 2023 (P.L. 117-328), and PA Act 146 of 2022. Additional features are listed in the following table.

Table 1. Additional Features of Gainwell's Public Provider Directory Functionality

Feature	Description
Robust set of provider data	[redacted]
Search Options and Search Results	
Provider Data Validation	

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	[redacted]
Provider Directory Reports	[redacted]

4. Maintenance

The selected Contractor shall provide routine or periodic maintenance to ensure current provider data is available. Rates based on level of care, risk, county, or region;

[redacted]

Our solution includes using the Extract, Transform, and Load/Extract, Load, and Transform (ETL/ELT) processes (REQ DM79). The processes include exception-handling mechanisms to facilitate error correction and auditing without impacting overall operations. We provide a queue listing of ETL/ELT jobs, statuses, errors, and descriptions. We also support real time, near-real time, and batch data transfers from support systems, with batch control including logging and reporting (REQ DM18).

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[redacted]

Our solution includes configuration management capabilities that allow us to store and apply updates to applicable codes upon new release at an interval appropriate for the data or when requested by the Department (REQ DM17). Our solution will archive versions of reference information and update transactions (REQ DM19). Should something go awry; we have the ability to void or reverse recent changes by rolling back to prior configurations (REQ DM20).

5. Enterprise Content Management (ECM)

The selected Contractor shall provide and maintain an ECM system to securely manage and store provider information throughout the life cycle of the Participating Addendum. The selected Contractor shall store provider data for a period of time until the Department determines that Providers qualify for disposition to meet all Department and federal requirements.

[redacted]

To meet the requirements, Gainwell stores provider data as outlined in REQ DM05 below until the Department determines that providers qualify for disposition to meet all Department and federal requirements.

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 ten (10) years

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[redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

6. Reporting and Analytics

The selected Contractor shall provide data extracts, operational reporting, systems performance monitoring, logs, and alerts to monitor the functioning of the system. Module reporting shall be easily accessible by authorized users and present reports in a readable format. The module shall include strong analytic tools with statistical functions and tools to facilitate the presentation of data in meaningful ways, including tables, graphs, and maps. The final library of standard reports shall be developed with and approved by the Department.

Gainwell acknowledges and understands the requirements outlined for providing comprehensive reporting and monitoring solutions. We are fully equipped to meet and exceed these specifications with our proven expertise and advanced tools. As part of this commitment, we provide data extracts, operational reporting, systems performance monitoring, logs, and alerts to monitor the functioning of the system. Module reporting is easily accessible by authorized users and we present reports in a readable format.

Our reporting and analytic capabilities enable users with actionable insights from the content and data stored in the PMM. Such insights are surfaced in dashboards and structured reports (REQ REP103), either provided directly by the solution or configurable by end users to support:

- PMM administration and performance management
- Systems and application reporting, including real-time performance data through user-friendly dashboards that display meaningful metrics
- Standard and ad-hoc reporting in configurable, Department-defined formats
- Convenient, role-based access to reporting and analytics
- Aggregation of current and historical data for operational analysis and reporting
- Continuous improvements supported by detailed data analysis

[redacted]

The out-of-the-box dashboards are configured using role-based access and include user-controllable filters so actionable business insights can be determined and acted on

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[illegible]

[illegible]

[illegible]

[illegible]

- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]

[illegible]

[redacted]

[redacted]

- **Report Preservation.** [illegible]
- **Report Initiation.** [illegible]
- **Searchability.** [illegible]
- **Archiving.** [illegible]
- **Storing in Department's ECM.** [illegible]
- **Navigation.** [illegible]
- **Usability.** [illegible]
- **Scalability and Flexibility.** A[illegible]

[redacted]

[redacted]

B. Technical Requirements Core

Technical requirements define the systems purpose, functionalities, and behavior, it contains the design, specifications, product details, and describes how the functional requirements will be achieved. Technical requirements shall include how the system is built, its performance, reliability, and availability. The selected Contractor shall meet the following technical requirements for the PMM. The Contractor shall respond to each subsection of the technical requirements.

The following subsections comprise Gainwell's response to meeting the technical requirements for the PMM, describing how Gainwell's PMM meets the requirements outlined in RFQ Appendix V and leverages supporting systems and processes to deliver security, reliability, and performance.

1. Security

The MMIS shall be hosted on a secure environment and meet all Federal and Commonwealth Security regulations.

[redacted]

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[redacted]

2. Systems and Applications.

Systems and Application requirements describe the architecture and implementation expectations including the management of data across the Department, technical documentation, and provision of other non-functional technical components that facilitate an efficient implementation.

[redacted]

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Table 2. Technical Architecture Environments

Environment	Description
Development/ Configuration	[redacted]
Testing	
User Acceptance Testing (UAT)	
Production	

[redacted]

The PMM specification library provides detailed documentation describing the message payloads published by the provider modules. These messages contain the data associated with any additions or updates performed against the provider record.

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[redacted]

a. Required Environments

The selected Contractor shall provide, manage, and maintain a variety of system environments. The environments listed within this section shall be configured to mirror the current PMM Production environment. The selected Contractor shall ensure the non-production environments data is de-identified and no PHI or Personal Identifiable Information ("PII") is disclosed. The selected Contractor shall provide a minimum of 30 business days' written notice to the Department of upcoming releases or system updates that could impact the availability of the PMM during normal business hours of operation. The PMO will use the Model Office environment for the User Acceptance Test ("UAT"). The Training and Model Office environments will accurately represent system functionality and user interface of the production environment and be available to all user types.

Gainwell provides, manages, and maintains all required system environments to align with the current PMM Production environment. Non-production environments, including Model Office environments, are configured to accurately reflect production system functionality and user interfaces, supporting activities such as User Acceptance Testing (UAT) and training. Gainwell confirms that all non-production environment data is de-identified using a robust methodology and solution that removes or masks PHI and PII, maintaining compliance with data privacy regulations.

[redacted]

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[redacted]

b. Hosting

Hosting requirements describe the Department's expectations for the Contractor's host environment, including accessing confidential data, unscheduled outages, and scheduled maintenance.

[redacted]

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[redacted]

4. Configuration Management Database (CMDB)

The selected Contractor shall create a CMDB to store technical infrastructure documentation describing all the hardware, system software, and tools necessary for each of the proposed environments. The CMDB shall be accessible by the Department.

[redacted]

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Data Conversion and Data Management

The selected Contractor shall convert data from the legacy system and manage it in the selected Contractor's PMM.

Data Conversion

The Gainwell conversion team has time-tested and continuously refined conversion processes that have led to successful conversions for multiple Design, Development, and Implementation (DDI) projects. [redacted]

Gainwell will convert data from the legacy system and manage per requirements including loading 10 years of provider data, or as otherwise defined by the Department, to populate the PMM provider management database (REQ DC01). Provider data loads occur multiple times throughout implementation project, in support of testing occurring in non-production environment (REQ DC05). We also convert electronic documents and provide access to those documents identified by the Department (REQ DC08, DC09). The final go-live full historical data extract is available to both Gainwell and the Department.

Data Conversion Plan (DCP)

Data integrity, transparency, and collaboration are core principles of our transition process, and each is reflected in our data conversion process. Using a Conversion Management Template, we create and submit our Data Conversion Management Plan (DCP) for the Department's and PMO's review and approval no later than three months after Contract Start. Once the plan is approved and the conversion process has begun, we maintain DCP as needed through the end of the Post Implementation Phase.

[redacted]

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Mapping. [illegible]

[illegible]

[illegible]

[illegible]

Approval. [illegible]

Conversion. [illegible]

Testing. [illegible]

Collaboration with Other Vendors. [illegible]

Versioning and Data Refresh Process. [illegible]

Final Conversion. [illegible]

[illegible]

a. Data Management Plan

[illegible]

Data Integrity. [illegible]

Data Availability. [illegible]

Data Authenticity. [illegible]

Data Privacy and Security. [illegible]

[illegible]

[redacted]

Data Definitions. [illegible]

Data Models [illegible]

Data Quality and Validation. [illegible]

[redacted]

[redacted]

Data Archival. [redacted]

[redacted]

Data Reporting and Communications. [redacted]

[redacted]

[redacted]

5. Privacy

Privacy requires the protection of Medicaid data, PHI, and PII ensuring the security and confidentiality of the data against unauthorized access, use, threats, and hazards to the integrity of the sensitive information.

[redacted]

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[redacted]

6. User Interface (UI).

UI requirements include PMM accessibility, browser support, error handling, digital media support, workflow, workflow queues, and other technical, operational requirements, and access capabilities to data elements residing within the MMIS.

[redacted]

[redacted] Management services and analytics that optimize provider network and member access. We follow sound UI/UX principles and

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look for opportunities to continue to improve the user experience. Our PMM is browser-based and requires no client-side installation. It is built for ease of use and designed around specific user roles/functions and [redacted]

At the Gainwell corporate level, our UI/UX Team designs, maintains, and supports centralized (or base product) controls, branding (styles), standards, and guidelines for Gainwell UI pages, panels, and widget designs. This approach allows us to centralize design for Medicaid modules and applications, while still permitting PMM-specific configuration and tailoring. The UI/UX Team's standard and centralized processes include:

- Module and feature design governance to maintain a consistent style and experience
- Maintenance of COTS UI-related packages and libraries
- ADA/508/Web Content Accessibility Guidelines (WCAG) oversight and testing for accessibility
- Maintenance of Voluntary Product Accessibility Template (VPAT) documentation
- Mobile compatibility testing
- Content management-based configuration of the PMM-specific logos, imaging, and branding

7. Integration

Integration requirements describe the Contractor's responsibilities and module functionality related to integration with other Department modules and state-identified components.

Working in a multi-vendor and multi-data source ecosystem has greater challenges, potential for error, and increased risks. At Gainwell, we work across hundreds of vendors, systems, and data sources every day to successfully meet our clients' needs to automate and orchestrate appropriate workflows, business rules, data flow, and metadata within the solution and Gainwell will work collaboratively with the Department (REQ INT73). [redacted] Our File Transfer Service handles system file interfaces with internal/external systems through our Secure File Transfer Protocol (SFTP) servers. Our solution includes processes and toolsets to maintain interfaces, codes, and data models (REQ INR08).

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[illegible]

[illegible]

[illegible]

- **APIs.** [illegible]
- **Secure File Transfer Protocol (SFTP).** [illegible]

[illegible]

Synchronous RESTful/SOAP Web Services (REQ INT63, INT35). [illegible]

exchanging data between modules is our publish and subscribe (pub/sub) messaging architecture.

These components also host query and command APIs that are exposed as SOAP and REST web services. The query services APIs return data synchronously. The command service APIs update add/change/delete information. Command services publish events to subscriber applications that describe the update. For integration to third-party systems or applications that are not service enabled, we use secure file transfer for data sharing.

We support a number of web services, specifications, and adapters as outlined below (REQ INT85):

[redacted]

Asynchronous Business Events (REQ INT35, INT88). The PMM also uses SOAP/RESTful APIs for integration between internal components and external systems and applications. The PMM publishes and subscribes to event messages using APIs to share data. This type of electronic interface supports our pub/sub messaging architecture, which allow sharing data between modules and other systems and applications in near real time. [redacted] The solution confirms information and event notifications include aggregated and integrated information (REQ INT62).

We support the exchange of data between the PMM 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 (REQ

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INR02). We identify errors in transactions and notify the source system of the specific errors including whether the errors have precluded loading and/or using the data (REQ INT74). The Gainwell PMM assumes that we interface with the MMIS system, the State Designated Financial Processing Solution (REQ INT80), and the Office of Child Development and Early Learning (OCDEL) Infant/Toddler Provider Files to send and receive data. We will interface with the Department's current payment processor via an API call. We will receive provider sanction data from the Bureau of Program Integrity (BPI), Department Program Office with instate hospital and per diem rate updates, the Department of State with monthly license information, and the Instate hospital rate update file.

We will send an Electronic Visit Verification (EVV) provider extract via SFTP to Sandata and the provider extract file to the Managed Care network providers, the Department, and the Department's partners.

We will collaborate with Department enterprise contractors and solutions to accurately collect, process, and distribute applicable HIPAA Electronic Data Interchange (EDI) transactions (REQ INT52).

As requested in INT86, we support a variety of protocols including the following:

- FTP, FTPs, SFTP, HTTP, HTTPS
- Java Message Service (JMS)
- Java Database Connectivity (JDBC)
- Open Database Connectivity (ODBC)
- NET
- Applicability Statement 2 (AS2)
- Applicability Statement 3 (AS3)
- Point-of-Presence 3 (POP3)
- Simple Mail Transfer Protocol (SMTP)
- Secure Shell (SSH)

Transmission Control Protocol (TCP). We will archive the daily, monthly, and quarterly raw interface files according to the table below. These will be provided to the Department upon request (REQ INR05, INR06).

Interface file	Ability to view/ Archive	Maintain
Daily interface files	60 calendar days	183 calendar days/ Six (6) months
Monthly interface files	365 calendar days	730 calendar days /Two (2) years
Quarterly interface files	365 calendar days	730 calendar days /Two (2) years

In addition, hardware, software, and communication components installed for use by Commonwealth staff are compatible with the Commonwealth's currently supported

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versions of the Microsoft Operating System, Microsoft Office Suite and Edge; and current technologies for data interchange (REQ PA INT01). We maintain the hardware and software products required to support the PMM solution with patches, fixes, upgrades, and releases for software, firmware, and operating systems to confirm the systems work effectively and efficiently (REQ INT60).

8. Disaster Recovery

In accordance with the MMIS Modernization Disaster Recovery Plan (**Appendix W, MMIS Modernization Disaster Recovery Plan**), the selected Contractor shall develop and document a DR Plan, for review by the PMO and approval by the Department, which integrates with the Commonwealth's enterprise DR standards and timing objectives for electronic records and files relating to the PMM.

[redacted] REQ INT70). While focused on our system, the Gainwell DR Plan supports the Department and identifies communications between stakeholders should a disaster occur. Operational procedures, developed in collaboration with other module vendors, address how to restore system availability (REQ INT10). We will coordinate with module vendors, as necessary, to restore system availability promptly.

[redacted]

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[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

III-8. Requirements Option A

A. Provider Services

The selected Contractor shall provide a self-service provider portal containing self-help capabilities for routine changes, such as an address change. The Contractor shall respond to each NASPO and Department-specific Option A requirement listed in the **Appendix V, PMM Requirements Response Matrix**.

Gainwell will provide a self-service provider portal that excels in self-service capabilities with intuitive technology and helpful guides while meeting all NASPO Option A requirements. The Commonwealth provider community and administrative personnel will find the portal intuitive and easy for updating information. Easy submission of claims, searching member eligibility, and online appeals make the portal a crucial part of their provider tool set. As a modular solution, portal functionality embedded in the NASPO core requirements related to provider self- service and those outlined in the NASPO Option A requirements will be seamlessly integrated. Note that routine changes, such as an address change is part of the Core requirements and is answered in III-7.

Ease of use is supported by frequently asked questions (FAQs) addressed in a document format via our helpful links, or by using our Intelligent Virtual agent, Gabby, to assist with self-service help support. We update FAQs quarterly by gathering information from our Contact Center to continually find ways to better educate users. (PSER23). Additionally, to provide flexibility to providers and users to learn wherever and whenever it suits them, our portal includes web-based video instruction. (TRN16) All of these modern features make for an experience that increases provider satisfaction by streamlining their workload, improving data integrity, and **reducing the need to call into a contact center for assistance.**

[redacted]

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[redacted]

[redacted]

- **Eligibility Verification:** [illegible]

[redacted]

[redacted]

- **Claims Entry and Status.** [illegible]

[redacted]

- **The self-service portal facilitates the mailing and faxing of attachments:**
  - [illegible]

- [illegible]
- [illegible]

The following features are available via integration with the PMM MMIS (claims engine). [illegible]

[illegible]

- [illegible]
- [illegible]

[illegible]

[redacted]

[redacted]

- **Care Management.** [illegible]
- **Member Search.** A[illegible]A[illegible]

[redacted]

- **Treatment History Search.** [illegible]

[redacted]

- **Document Management (EDI file upload/download).** [illegible]
  - **Download.** A [illegible] AA [illegible]

[illegible]

- **Upload.** [illegible]

[redacted]

- **Provider Appeal Request Options.** [illegible]

  - [illegible]

[redacted]

- **Manage Information**
  - [illegible]

[redacted]

[redacted]

- **Warrant and Remit Advice (RA) Inquiry (PSER02, PSER07).**
  - [illegible]

[illegible]A[illegible]A[illegible]

[redacted]

Click the PRINT to create a PDF version of the details. [illegible]

III-9. Requirements Option B

The Contractor shall respond to each NASPO and Department-specific Option B requirement listed in the **Appendix V, PMM Requirements Response Matrix.**

Gainwell understands and is prepared to deliver each requirement within Option B. To address the key tenants of the Option B requirements Gainwell will provide the following:

- A secure and innovative contact center platform to allow Providers access to information in their preferred channel of communications
- A frictionless 24/7 omni-channel experience
  - The self-help functionalities in the PMM Enrollment and Self-Service Portals allow for only the most complex and personal service needs to come to our trained contact center personnel.
  - Integration with the Core PMM system confirms information a Provider shared with our virtual agent Gabby, a live chat, e-mail or in Interactive Voice Response (IVR) is transferred to the agent's desktop
- Efficient use of agent desktop, workflow and customer relationship management (CRM) tools and information to answer inquires accurately the first time

Experience Matters

[redacted]

Gainwell is uniquely positioned in the Medicaid Industry, with a focus on Provider Enrollment and Support. With our decades of contact center experience combined with our best-in-class tools, technology, and our centralized support Teams of Excellence, the Commonwealth can rely on Gainwell to deliver accurate and complete information to members and providers for a successful first call resolution. We have built a reputation in the Medicaid industry for our customer centric knowledgeable staff, and efficient processes, treating each caller with respect, and providing the right information to meet their needs. Our training program, knowledge management solution, and quality oversight equip our agents with the ability to correctly answer various inquiries for Providers.

Gainwell supports 27 call centers across the nation, covering over 3 million providers with solution options tailored to support the Commonwealth's specific business needs and the needs of their members and providers. In addition to Gainwell's technical footprint within the industry, we have a robust operational team that delivers fiscal agent services including ones focused on provider services and enrollment. This division,

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[illegible]

Gainwell's Approach to Option B Implementation:

Customer Experience (CX) Team Vision: Creating seamless, personal, consistently exceptional customer experiences.

[illegible]

[illegible]

[illegible]A[illegible]

[illegible]

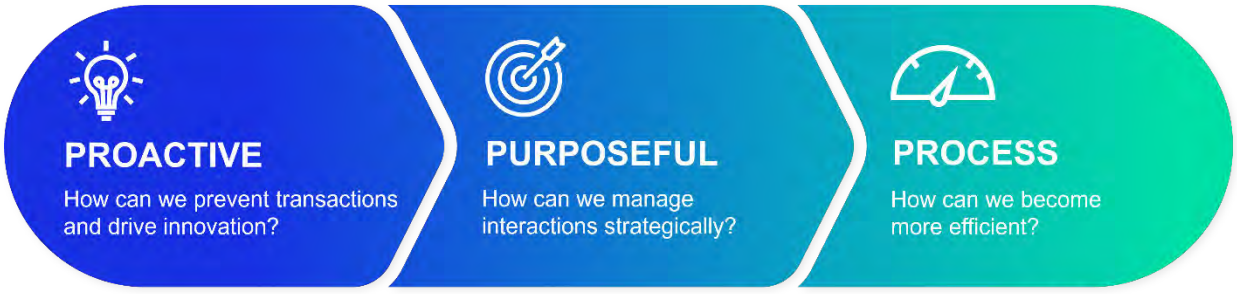
[illegible]

[illegible]A[illegible]

Customer Experience Team Guiding Principles [illegible]

[illegible]

Figure 1. Customer Experience Team's Guiding Principles



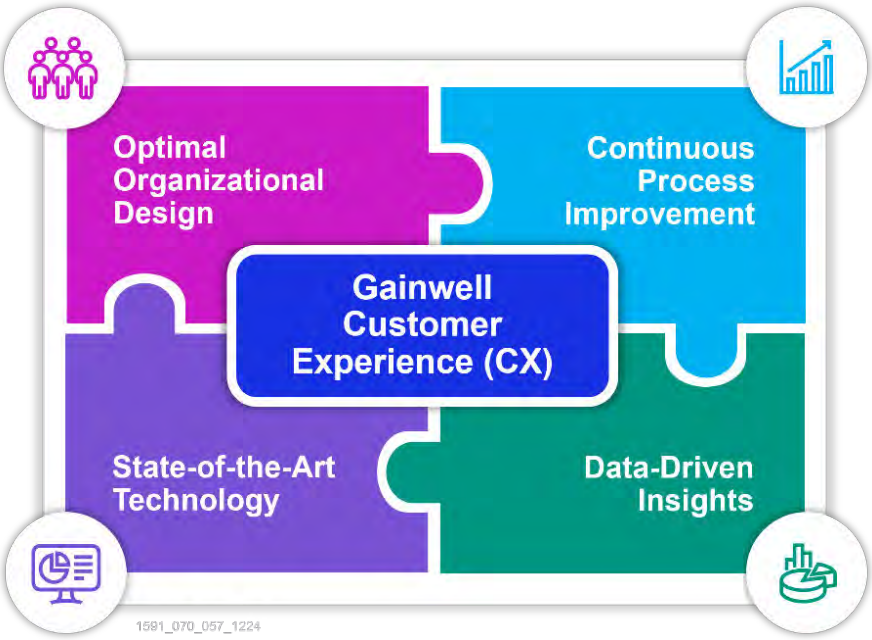
[illegible]

- **Proactive** [illegible]
- **Purpose** [illegible]
- **Process** [illegible]

Gainwell's Contact Center Transformation Approach

[illegible]

Figure 2. Gainwell Approach: Transforming Customer Experiences



Optimal Organization Design. [illegible]

Continuous Process Improvement. Gainwell offers continuous operational excellence with proactive approaches to manage interactions strategically and efficiently. A key component of this process improvement is to enable new tools at the agent desktop to provide information quickly. We provide various methods of continuous process improvement, which includes our Quality closed loop process, training surveys, provider surveys, [redacted]. Additionally, we share improvements that have been impactful in other client environments to allow the Department to determine applicability in their environment. As part of our service offering, [redacted] The event facilitates targeted, sustainable improvements in contact center and support processes, yielding long-term value and operational benefits.

[redacted]

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[redacted]

Data Driven Insights. [illegible]

[illegible]

[redacted]

[redacted]

[redacted]

[illegible]

- [illegible]
- [illegible]
- [illegible]

[illegible]

[redacted]

[redacted]

A. Program and Customer Relationship Management

The selected Contractor shall provide the Department, PMO, providers, and other users with technical support for use and operation of their system. The selected Contractor shall provide technical system documentation in the form of an online user manual and/or online help tool, 24 hours a day, seven days a week technical support via email, web form, or text messaging, and staff to assist with inquiries via a toll-free telephone number. For all reported issues, the selected Contractor shall identify and solve all issues with their system via a Customer Relationship Management ("CRM") tool.

Gainwell understands that our customer includes Department users, the PMO and designated stakeholders, and providers and their delegates, which is why our solution provides a support model that is aligned to the user. Gainwell provides technical and

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user support through both the Provider Management Contact Center and a Technical Help Desk. This division of support affirms that providers are given usability and system support aimed specifically around the Provider module functionalities, while our technical support team works with the Department, PMO and Department-identified resources to resolve system and other technical issues.

Our Provider Contact Center will be staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays and emergency closures to efficiently address inquiries. Gainwell establishes and maintains a toll-free number that will be published for providers and stakeholders use (REQ CRM03). Gainwell will also provide help desk services with level 0 (customer self-service), level 1 (basic support), level 2 (moderate support) that includes as appropriate, escalation to the Commonwealth and level 3 (technical/integration) support related to the functionality of the module's scope of work. (REQ OMC15).

Providers and stakeholders who require level 1 technical assistance will be able to reach Contact Center staff through [redacted] for providers and stakeholders with on-line support and on-line help tools, including an online user manual, will be available 24 hours a day. Technical users will be provided a direct line to our Help Desk which will be available 24 hours. [redacted] The ICC Platform also provides an after- hour inbox for callers to leave voice messages securely (REQ CRM02). Department-identified resources, for example, [redacted]

Since technical and user support will be provided through both the Provider Contact Center and a Technical Help Desk, tickets will be tracked as outlined below:

1. Agents will track support tickets received from Providers and Department users through the Provider Contact Center in the Gainwell CRM system. The CRM system will report on the number of tickets received, resolved, and escalated. Tickets can be escalated to the Technical Help Desk based upon criteria established in the Standard Operating Procedures and supported by scripts used by Provider Contact Center agents. If a ticket is escalated, the corresponding ServiceNow ticket would be recorded in the CRM system, and the CRM record would be closed.

2. The Technical Help Desk will track tickets in the ServiceNow system, which will be used for issues, support requests, escalation, and management through the appropriate Level 2 and 3 support tiers. ServiceNow will also receive tickets from our systems monitoring tools. Each ticket in ServiceNow will be assigned a priority level and security level. ServiceNow activity will also be reported with the number of tickets received by priority, the number resolved by priority and the average time to resolve. Having bifurcated support allows requests to be responded to in a timely manner and supports proper attention and escalation for technical issues.

   Regardless of how a service disruption is reported (help desk caller request, web request, or monitoring alert to the operations support staff), a ticket is created in ServiceNow and assigned a unique identification number. This approach supports

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[illegible]

[illegible]

Technology Innovation. [illegible]

[illegible]

[illegible]

[illegible]

Self Service IVR and Gabby

[illegible] **allows a caller to select an option to reach a live Call Center representative during hours of operation.** [illegible]

is designed and agreed to by the Department. Our Call Center integration support includes a configurable menu-driven design, as defined by the Department, that allows for efficient navigation to the appropriate resources. Our IVR supports configurable scripts for announcements and messages, such as hours of operation, emergencies, and system availability as defined by the Department. (REQ IVR-1)

The IVR system menus are configured with the Department's approved prompts. The order and wording of these prompts are created and implemented during Implementation. While in the IVR, the caller can opt to reach a live representative by pressing zero.

[redacted]

Gainwell's Gabby is currently deployed in over 10 states and is focused on handling Provider Inquiries such as claims status and enrollment queries. Below is an overview and a summary of key Gabby results.

[redacted]

Gabby will be initially configured/trained with Department program information that will allow it to pull data from various parts of the system and answer provider questions or fulfill requests without involving a live agent. (REQ-IVR-01) When providers interact with Gabby, they are prompted to provide identifying information. [redacted]

[redacted]

The following is recent Gabby example highlighting how Gabby delivered an improved customer service experience.

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The Gainwell ICC Platform - [illegible]

In addition to voice calls, routing is extended to other channels, including email and chat where the system accepts and route interactions to virtual and live agents, enabling these resources to handle customer requests received through various channels. For example, a Provider inquiry that begins in a virtual chat session could be routed to a select group of skilled agents to address a more complex issue.

Some key features and functionality of our [redacted] solution are shown in the following table.

Table 1. Key Features and Functionality of Gainwell's Provider Management Contact Center Solution

Feature/Functionality	Description
Call Queue/On Hold Messaging	Educational messaging in a call queue or when on hold provides valuable information to a caller. Department-approved recorded messages can be customized allowing updates to information as necessary (REQ–IVR-02).
After-Hours Messaging	After-hours messaging provides the hours of operations. Callers to the Contact Center can opt to leave a voicemail with their number, and we return calls quickly during the next available non-peak period, but no later than one business day (REQ–CRM-02).
Callback Option	A callback feature is available to ease peak times. Callers can opt to receive a call back and reserve their place in queue rather than wait on the line. This increases caller satisfaction and alleviates hold times. Callers can also opt to leave a voicemail, and we return calls quickly during the next available non-peak period, within the agreed upon timeframe.
Live Chat	Our CXone solution is integrated with our Provider Portal to accept live chat interactions during regular business hours. Enrollment Specialists are staffed to meet the SLAs agreed to with the Department. A complete record of the chat interaction is kept in our [redacted] system and accessible by authorized Department staff.
Post Call Surveys	Callers can be routed to respond to a post call survey. This provides feedback on the caller experience.

[redacted] solution provides a robust level of reporting that will be used to provide transparency to the Department in our weekly and summary reports. With over 30 standard reports, it supports the necessary information to show our adherence to the Contact Center SLAs outlined in proposal Appendix 3. RFQ Appendix C - IT Contract Terms and Conditions, pages App3.1 through App3.94. [redacted] will also generate a report that outlines the time and date stamp when phone lines were opened and when phone lines were turned off (PA PRCC01).

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[illegible]

Quality monitoring through Call Recording. [illegible]

[illegible]

- [illegible] AA [illegible]
- [illegible]
- A [illegible]

[illegible]

Optimizing our Workforce. [illegible]

[redacted]

Gainwell Contact Center Agent Toolbox

[illegible]

Our CRM system allows our agents to capture and manage provider interactions, allowing us to actively engage with providers and manage those relationships. The benefits of our solution for the Department include increased first-contact resolution, multiple channels available to support the provider, improved operational efficiency, and optimized performance. As a cloud-hosted solution, the tool offers the ease of on-line access for display, inquiry, and update capabilities to interaction records (REQ-CRM-10). The solution also scales easily for new demand and provides future capability to expand multichannel communications.

[redacted] information captured in the IVR, such as the caller's NPI or the application tracking number (ATN) will be used to auto-populate the contact screen and record history. This feature also provides the appropriate data for an agent to validate and authenticate the contact (REQ-CRM-12).

Depending on the mode of contact (telephone or chat), data that will auto-populate via CTI includes the date and time of the contact, the enrollment specialist (agent) ID, and identifying the contact's information (such as provider NPI or contact name). The CRM will assign a case/ticket number, and it will capture information on records accessed for inquiries. The agent uses drop-down boxes to identify the inquiry type and category. Text boxes are used to capture the inquiry description, response/resolution description/comments, contact phone number for returning calls, and the contact's preferred method of communication, as applicable (REQ-CRM-06, CRM-14). The screen also includes a free form text field for comments and additional information to support resolution (REQ-CRM-09).

Gainwell CRM includes out-of-the-box functionality to link related CRM tickets and allows the agent to view the related calls, chat interactions, and related correspondence during a single contact/inquiry (REQ-CRM-08, CRM-15). Users can also search CRM records by contact type, category, case/ticket number, provider number, or other identifying information for provider, agent ID, or a combination of these criteria (REQ CRM-18).

Our solution offers a consolidated interface that tracks the calls, live chats, and correspondence (REQ CRM-05) to and from providers, including those as part of our Financial Management Outreach. Gainwell CRM can track deadlines and due dates for provider anticipated responses and can create notifications for enrollment specialists to reach out to obtain information and avoid having to start the provider enrollment process over again. Cases/tickets created in Gainwell CRM contain audit trails of actions taken and the date of the action. With the ability to upload and attach documents to a correspondence record, cases/tickets provide a comprehensive record (REQ-CRM-16). NASPO allows for up to 3 licenses and remote access (REQ-CRM-11). Workflows are configured to route cases to appropriate staff members and designated users based on the type of request — for example, Gainwell CRM can be configured to route cases/tickets to a designated queue for Department review based on Department-defined criteria or escalation procedures (REQ-CRM-07). Predefined rules in the workflow engine determine the path the case takes, such as routing to the appropriate

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team for processing, informing users when a manual step is required, and setting alerts when deadlines are approaching or if time frames are not met.

[redacted] platform functionality to record and retain telephone calls and chat transcripts. We will capture recorded calls in the CRM system with a link to the storage location that allows authorized users to access the recorded call. Users can search for a call recording, chat interaction, or correspondence based upon the Agent ID, Provider Name, Provider ID, contact identifier, the date, time, or phone number. Authorized users can download call recordings and chat transcripts (REQ-IVR-03).

The screenshot below provides a view of a record based upon a phone call. Links to the knowledge base support the ability to present information to the agents on the contacts authorized to perform business functions with the Commonwealth's healthcare programs on behalf of the provider or entity (REQ-CRM-17). Our knowledge base will also provide internal users access to the Department authored provider manuals and provider bulletins related to Medicaid policy and claim processing (REQ-RFDC01).

[redacted]

Our [redacted] solution provides the ability to navigate from or between views to other data relevant to the call within the Provider Services module (REQ-CRM-13). This is further enhanced by our [redacted]

Features include:

- Ten times faster to build a unique solution
- Optimizes business processes and workflows
- Unifies knowledge, systems, and actions
- Monitors and measures customer impact in real time

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[redacted]

Gainwell Back Office Agent Toolbox [illegible]

[redacted]

CX Insight Reports

[illegible]

A[illegible]

[illegible]

B. Financial Management

The selected Contractor shall generate the 1099 provider payment data for all partners by FEIN and provide support related to vendor 1099 tax data management.

As part of the NASPO functionality, Gainwell teams will support the Financial Information Management processes as outlined in RFQ Appendix V as follows:

- Gainwell will be provided a Tax Identification Number (TIN) Mismatch Report that will show Tax ID's that have returned a mismatch error from the TIN Matching process. We will provide a report that shows the resolved mismatched items against the initial TIN mismatched report. Our quality team will provide oversight to make sure our team is meeting or exceeding the requirement of 99% accuracy outlined in SLA78 (REQ SFMS01).
- Gainwell staff will conduct outreach to providers with a phone call and follow-up email, as necessary to correct discrepancies identified by the state auditor or the Internal Revenue Service (IRS). These interactions will be logged in our CRM system. Additionally, our agents will enter corrections into the Financial Management system (REQ SFMS02).
- The current financial management system will generate the annual 1099 forms per the process in place today. These documents will be stored by the system in the COLD storage provided as part of the PROMISe solution.
- The 1099 forms will be mailed to Providers annually by the existing Gainwell Mailroom operated under the Gainwell MMIS contract.

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- The 1099 forms stored by the financial system in COLD storage will be accessed by a Gainwell service, allowing the display of the 1099 forms via the Provider portal based upon delegated and approved role-based visibility. (REQ-PA FSMS01)

The selected Contractor shall coordinate with the Department to draft and distribute annual surveys to 100% of the Provider community to collect information to continuously improve service delivery and performance. The selected Contractor shall provide the documented survey responses to the Department annually for review and analysis.

We will work with the Department to draft and distribute an annual survey of the provider community to collect information to continuously improve service delivery and performance. We will also work with the Department to consider options, such as eliciting feedback by specific provider cohort at various times of the year, to target areas of interest or concern. In multiple states, Gainwell teams with the Medicaid agency to customize a survey periodically to garner insights from the provider community. By listening to provider needs and concerns, our teams have been able to identify pain points, streamline enrollment processes, reduce friction, and promote self-service options. This feedback-driven approach has resulted in meaningful improvements to the overall provider experience, making interactions more efficient, convenient, and user-friendly.

Survey results will be documented and provided to the Department for review and analysis. Additionally, Gainwell will offer a post call survey functionality to callers to rate the quality, timeliness and other service delivery elements carried out by our Contact Center agents (REQ SLA86). Gainwell will use the native survey tools in the Gainwell ICC solution to enable the satisfaction surveys and will collaborate with the Department to develop the survey questions.

In addition to the above Gainwell brings other forms of input that supports service delivery and performance.

[redacted]

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- **Examining contact center insights to gain a better viewpoint of what providers need**. This can be done by partnering with the Commonwealth to seek to understand the reasons why people call, seasonal volumes, areas where support is needed and ask for their suggestions to make it easier for them to support the provider community. After this initial baseline, our CX team implements continuous improvement through a closed loop process to identify opportunities to prevent transactions, handle them strategically or improve efficiency. This, paired with feedback from local stakeholders and providers, facilitates a full view of the program, celebrating what is going well, and area in which the Department may want to focus.

C. Training

The selected Contractor shall support the training of Department staff, providers, and other users.

The Gainwell Account team currently provides training to the provider community as part of the Department's MMIS contract. This training experience gives us an understanding of the Department's preferred styles and standards. We also reviewed RFQ Appendix M, MMIS Modernization Training Plan for alignment. We will leverage these insights to help us develop the deliverables, with the content and quality the Department is accustomed to approving. Having this understanding will mitigate multiple reviews and feedback loops and will hasten the approval process. Training is developed during DDI as a joint effort between the Gainwell system trainers and our quality and training teams. Our team will leverage the Department's style guide and templates. We will create materials including presentations, knowledge articles, help desk guides, frequently asked questions (FAQs), and other support materials, and submit them for approval.

Our comprehensive training tackles a wide range of needs across the user groups and Provider Management components. Our training will address the different skill and experience levels across positions — from front-line personnel to senior executives and different Agency departments. Gainwell trainers will provide training to Department-identified participants. Prior to delivering the training, we will follow the outlined steps to obtain department approval confirming that training and its associated media will be approved prior to it being published or used in a training setting.

As highlighted in proposal Section III-3. Project Management, Gainwell will collaborate with the Department and Project Management Office (PMO) team to develop and submit a **Training Plan that supports the Department's objective for training stakeholder groups as captured in RFQ Appendix M - MMIS Modernization Training Plan**. We will leverage the Training Plan Toolkit to support consistency in interactions with the PMO. Once the Department approves the Training Plan and schedule, Gainwell's resources will implement the plan complying with operational and service level standards.

Methodology. Our training content is standardized to provide for a unified quality expectation, with customizable modules to address the specific needs of each client. We offer diverse training formats including eLearning sessions, videos, instructor led sessions, tailored to audience members to support different learning styles and

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maximize effectiveness. We gather feedback from data, feedback from training sessions, and account teams to continuously improve.

Training materials leverage proven training assets, tools, and templates established for other clients and are customized to reflect the unique aspects of the PM Services solution and Department-specific needs. Each training module focuses on a particular set of skills, education, and objectives that participants will achieve upon completion of training.

We use the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) process to develop and revise training courses. ADDIE is a process-driven, dynamic, and flexible methodology for building effective training and performance support tools. Training curriculum and courses follow the Medicaid Information Technology Architecture (MITA) model. Courses will include introductory and subsystem-specific overview courses that also can function as prerequisites for participating in functional-area–specific courses. Specialized courses will be developed for the Department and Gainwell staff members and stakeholders who require further in-depth instruction.

Training Schedule. The Gainwell Training team will work with the Department to develop a comprehensive training schedule integrated with the IMS that outlines training for the Provider Community, Department and stakeholder staff, and Gainwell staff. The schedule will include initial training during Implementation, initial training for users new to the project during Operations, refresher and recurring training during Operations, and end-of-contract training during Turnover. In developing our schedule, we will align with development cycles and module integrations and allocate time for the Department to review assuming the 10-5-5 method. User training required for updated functionality related to system changes will be scheduled and delivered at least 45 days in advance of each major release into the Production environment (REQ TRN15).

Gainwell views training, change management, and communications as interdependent where our training team and the Department's PMO will work together during ongoing operations to address change management and communications, in response to system updates, and process changes. Our trainer will update written training documentation in response to system changes, as necessary. Approval of those changes will be obtained following the Department's process, and it is assumed this will occur in tandem with the PM Services module's release schedule. When training is updated, we will work with the Departments PMO and the communications teams to inform stakeholders of new content.

The following table highlights the key elements of our proposed training program.

Table 2. Key Elements of the Proposed Training Program

Element	Description/Value
Proven Baseline Training Materials	Our proven training approach begins with a rich store of standard training materials for the base product that reflects continuous improvement over time. Training is available in multiple formats — instructor-led training designed for presentation in the classroom

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Element	Description/Value
	or virtually; on-demand, self-paced video training; online help; and user manual and user guide documentation
eLearning videos	Staff also have full access to webinars, on-demand video training, and other learning resources through our Learning Management System (LMS). Our training features in-depth training with hands-on activities, grading, and reporting results through the LMS. The LMS also supports registering and completing instructor-led training for the Department personnel.
Online Help and User Manuals	Online help supports users in system usability and navigation, creating ad hoc reports and accessing predefined reports. User Manuals explain PM Services solution features and provide step-by-step instructions on navigating the user interface. They include screenshots and field definitions, and the content is broken down into topics and organized to help users unfamiliar with the software locate what they need quickly. User manuals are updated and published after each component release, incorporating new features, functionality, user messages, and other information necessary for successful use.
Training Designed for the Audience	The training team creates training materials for the Department, and Gainwell personnel supporting the Department provider management project. Based on the training event, hands-on exercises cloning real tasks are included in the training to support learning. In some cases, such as working with other contractors supplying data to the PM Services solution, the best training approach is an in-person walkthrough of technical procedures with the personnel responsible for executing the process steps. In these cases, we also introduce the subject-matter expert contacts for support or troubleshooting.
Expert Trainers	The Training Subject-Matter Expert (SME) deeply understands the Provider + platform and related reporting tools. This improves the quality of the training sessions and gives us better insight to identify the need for additional follow-up training when required to meet participant needs.
Training Updates	Training is updated to introduce new features as the PM Services solution is updated through the standard release process.

Standards. We follow a rigorous curriculum development process to deliver high-quality, impactful training materials. Trainers undergo an internal certification process and continuous development so that they are utilizing best practices in the instructional space. Audits are performed and feedback mechanisms deployed to confirm our training consistently meets and exceeds standards, supporting client specific objectives.

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[illegible]

[illegible] **As proof of this activity, the training team will submit a semi-annual summary of changes made to training in response to the feedback provided.** [illegible]

Quality Surveys/Feedback. [illegible]

A [illegible]

Metrics for Success. [illegible] [redacted] [illegible] A [illegible]

Training Repository and Tools. [illegible] [redacted] [illegible] A [illegible]

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[redacted]

[illegible]

[illegible]

[illegible]

[illegible]

CX Centralized Training Team

[illegible]A[illegible]A[illegible]

[illegible]

[redacted]

[illegible] **Training content will incorporate user feedback and will include new system information, helpful hints and shortcuts, and other pertinent information.** [illegible]

[illegible] A [illegible]

[illegible]

[illegible]

Table 3. Training Groups

End Users/Timeline	Onboarding	During Change	Ad-Hoc/Refresh Training
Department Staff/ Department designated users	New staff members will be trained on policies, procedures and tools based on the responsibilities of their roles such as: • Processing new and revalidations applications • Responding to provider inquiries • Updating provider information in the CRM system • General provider management/ customer service etiquette	As changes in tools, programs and processes occur, staff will receive further training on the impact of the change and can apply what was learned to meet new expectations	Ad-Hoc training sessions may occur as a refresher or to support staff development. They can also be created for new topics based on requests and quality metrics.
Contact Center Agents	New staff members will be trained on policies, Gainwell tools and processes such as: • Revalidation notifications • Capturing information via CRM • Navigating our Knowledge Management repository • Checking revalidation status of a provider in MMIS	As changes in tools and processes occur, staff will receive further training on the impact of the change and can apply what was learned to meet new expectations	Ad-Hoc/Refresh training sessions offered monthly as a refresher based on collaboration with the vendor.
Enrollment Specialists	New specialists will be trained on policies, Gainwell	As changes in tools and processes occur, staff will receive	Ad-Hoc/Refresh training sessions offered monthly as

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End Users/Timeline	Onboarding	During Change	Ad-Hoc/Refresh Training
	tools and processes such as: • Enrollment & Revalidation business rules • Capturing information via CRM • Navigating our Knowledge Management repository • Financial Management Processes	further training on the impact of the change and can apply what was learned to meet new expectations	a refresher based on collaboration with the vendor.
Site Visit Specialists	Site Visit process	As changes in tools and processes occur, staff will receive further training on the impact of the change and can apply what was learned to meet new expectations	Ad-Hoc/Refresh training sessions offered monthly as a refresher based on collaboration with the vendor.
Provider & Delegate Training	Providers and their delegates can review training prior to completing a new application or submitting a revalidation via the Portal, navigate the PMM tools, and how to access the LMS	As changes in tools and related processes occur, providers and their delegates will be offered training to support them during changes	Ad-Hoc/Refresh training sessions will occur based on trends captured by the contract center, and the Department.

Each group will have a customized curriculum created including unique modules based on what is needed for that end user. Specific training vehicles are used that are easy to use and support the audience being trained:

- **Instructor-led sessions.** Will be used with groups when context, simulations, and feedback are needed for the audience to successfully apply what was learned. These can be recorded for people who cannot attend and can be utilized to create videos as a quick reference after training has completed.

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- **eLearning sessions.** Will be used when conveying one-way communications with recall exercises to increase retention of information.
- **Video-Based Microlearning.** Specific content is delivered in short, manageable units to deliver just-in-time training for quick refresh or reinforcement purposes.

For one state client, the provider community was struggling to understand pieces of the enrollment process and technology by viewing user manuals and attending training sessions on the full process. There were limited on-demand resources which increased the number of requests for assistance received by the contact center and field representatives' teams. [redacted]

Our staff will conduct one-on-one outreach and training with providers based on Department-specific request, trends, and specific needs for more complex scenarios. This may be performed virtually and will be customized to the audience attending for maximum benefit. Gainwell will work with the PMO and the appropriate group to create processes and incorporate technology to promote open communication, collaboration, obtain feedback on materials, and deliver training outcomes.

The training plan and training materials in accordance with the expectations outlined in RFQ Appendix M - MMIS Modernization Training Plan.

Corporate Level Training. Gainwell employees routinely undergo the required training at a corporate level tailored to their areas of expertise. Training includes HIPAA; privacy; security; business code of conduct; and fraud, waste, and abuse. In addition, employees receive training on role-specific industry-standard practices, processes, and tools (for example, progressive academy classes to highlight application development and maintenance).

D. Staffing

Gainwell's PMM solution provides the Contact Center and back-office resources necessary to support the Pennsylvania Provider Enrollment processes. Our Contact Center agents will support and instruct providers in the application process, renewal process, provider management, and recertification process. (REQ-PRCC01) The Call Center shall also support the financial enrollment process into the Commonwealth financial system (REQ-PRCC01). As mentioned above our Contact Center agents will also provide Tier 1 Technical support.

Gainwell will provide staffing to perform provider enrollment tasks defined by the Department including the following (REQ- STF01):

- Receive, review, and verify provider information submitted to the screening process

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[illegible]

[illegible]

Table 4. Initial Volumes

[redacted]

Gainwell has a proven methodology for enrolling, revalidating, and updating provider records that is applied across our Medicaid accounts. Our methodology includes screening activities, support of the providers and their delegates, site visits required by CMS, and continuous improvement activities.

Screening. Enrollment specialists use the MMIS and related systems to structure our screening process. Team members supporting Pennsylvania will use Gainwell's Provider Enrollment platform, complemented by our Intelligent Contact Center suite of tool. Using these tools, the specialists can view what was submitted compared to what is required for that provider type, along with documents submitted, and review findings from database results to verify the provider is eligible for enrollment or revalidation.

Provider Support. Gainwell's multi-faceted approach:

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- [illegible]

  [illegible]

  [illegible]

  [illegible]A[illegible]

Site visits. [illegible]A[illegible]A[illegible]

Continuous Improvement. [illegible]

- **Attending Provider Best Demonstrated Practice and Innovation forums** [illegible]A[illegible]
- **Surveying Pennsylvania providers** [illegible]

[redacted]

- **Examining contact center insights to gain a better viewpoint of what providers need** [illegible]
- [illegible]

Screenings

[illegible]

[illegible] A [illegible]

[redacted]

- [illegible]

verification results from the enrollment specialist and what it had done previously and then processes the applications.

[redacted]

Verifications performed by the team will be documented in a manner to be viewed by authorized users as needed. Submitted applications will be stored in the system with the appropriate timelines, allowing performance reporting that outlines how the team performed against expectations. These results will be communicated within the weekly and monthly reporting as required.

Conducting Site Visits

Gainwell will conduct site visits periodically throughout the contract term for providers that fall into the moderate or high-risk category, as part of the initial enrollment and revalidation process cycles; as well as other times as determined by the Department and agency onsite screening protocols and federal onsite screening regulations. Initial assessments will be conducted to verify the facility location, hours and staffed personnel, as well as operational status. The site process will support the site review pre and post onsite screening through confirming final determination of provider enrollment status (REQ PSV-01).

The current system has configured business rules (based on application type) to support the automated classification of a provider's risk level and to identify additional screening requirements based on the submitted application or updates enrolled providers submit via the portal.

[redacted] addition, Gainwell will include a monthly site visit summary and include in the weekly and monthly screening reports. The team will monitor the weekly and monthly screening reports, as required in the RFP, and take the necessary steps to address impacts of screening results to the provider file.

To provide transparent communication to the Department, Gainwell will summarize the review of the reporting including steps Gainwell has taken to address what was found during their inspection.

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III-10. Reports and Project Control

The selected Contractor shall utilize the Department template for the reports listed in this section. At a minimum, the PMM shall maintain online access to at least eight years of selected management reports and annual reports. The selected Contractor is responsible for the accuracy of all reports including manual and system calculations and completeness of data used as input. All defined reports shall be 100% accurate and available online, in the format required by the scheduled time as defined by the Department. The selected Contractor shall maintain system reports and extracts online for a minimum of 90 days.

We expect the content of the following reports to change as the selected Contractor moves from DDI to M&O. Changes in the format of the status report shall be approved by the Department. The Operations Report is not required until M&O.

Gainwell agrees to use the Department template for reports listed in this section. With the in-depth market knowledge, understanding, and experience of operating a provider solution in 13 states, Gainwell can meet the PMM's reporting requirements. We understand the important role of reporting to provide accurate status and metrics in addition to trending analysis to support **a culture of continuous improvement.**

In addition to utilizing the Department's templates for the required reports, Gainwell's robust set of operational and managerial dashboards provide the ad-hoc flexibility and personalization for each authorized user that is required to monitor program and system health for mission critical operations. The workspace dashboards provide easy-to-interpret, visualized data to allow states to manage their provider population more effectively. The modern, highly interactive, and intuitive web-based interface allows business users to discover and explore operational data. This library of reports is tailored specifically to the Department's needs and based on the following:

- **Dashboard Design.** We will collaborate closely with your team to understand your specific metrics, key performance indicators (KPIs), and reporting requirements. Our goal is to design dashboards that provide real-time insights into the various facets of provider management services, including provider performance, service utilization, compliance metrics, and financial data.
- **Comprehensive Data Integration.** Our solution will integrate data from disparate sources, including the PMM's provider management system, Customer Relationship Management (CRM) platforms, financial databases, and any other relevant data repositories. By consolidating data from multiple sources, we make certain that your dashboards provide a holistic view of operations, enabling informed decision-making.
- **Real-time Monitoring and Alerts.** We will implement real-time monitoring capabilities within the dashboards to alert stakeholders to anomalies or deviations from predefined thresholds. These alerts will enable proactive management of issues, affirming prompt resolution and minimizing potential disruptions to service delivery.

Scalability and Flexibility. As the PMM's provider management services expand or undergo changes, our dashboards can be easily modified and extended to

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accommodate new requirements and metrics. The PMM will maintain online access to at least eight years of selected management reports and annual reports. Gainwell will confirm 100% accuracy of defined reports including manual and system calculations and completeness of data used as input through our rigorous quality assurance reviews. Reports will be available online, in the format required by the scheduled time as defined by the Department. Gainwell will maintain system reports and extracts online for a minimum of 90 days.

As the PMM project migrates from DDI, reporting needs will change to align with monitoring ongoing maintenance and operations. Gainwell will seek the Department's approval of changes in formats of status reports.

In the following section, Gainwell will present our reporting methodology and framework to produce weekly and monthly status reports that provide stakeholders with the information they need to assess progress, risks, issues, and upcoming tasks. We will align our processes with those outlined in RFQ Appendix L, MMIS Modernization Document Management Plan

A. Monthly Operations Report

The selected Contractor shall submit the report to the Department by 8:00AM EST the fifth business day of the following month in which services were provided. The report shall cover the previous month's activity defined as the first calendar day through the last calendar day of the month. The Monthly Operations report is waived until 30 business days after initial implementation. The Monthly Operations Report shall include:

1. Operations Production Status, including the Interactive Response Time of transactions;

2. Performance Standard Reporting;

3. Outcome based metrics required by the Department or to align to CMS reporting requirements; and

4. Other operational metrics as required by the Department.

Artifact/Meeting	Purpose	Schedule
Weekly Project Progress Report	High-level summary of key project information including status by phase, concerns, critical issues/risks, key decisions made or needed, updates needed for reporting to stakeholder	Close of business (COB) each Friday
Monthly Status Report	Document monthly project status for internal and external stakeholders	Three days before to PMO Status Report Meeting

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Artifact/Meeting	Purpose	Schedule
Executive Dashboard	Key project status indicators, including status related to project schedule	Monthly
PMO Status Report Meeting	Formal PM Services project status update to review PMO Status Report	Monthly
PM, EQP, and PMO Touchpoint Meetings	Brief review of status, recent success, upcoming activities, communication of known problems/concerns	Weekly or bi-weekly
Status information	To inform the PMM and support project success	On request
Meeting agendas, and meeting minutes	To support meetings that are efficient, have a clear purpose, meet objectives, and are productive	As necessary, with actions as defined within the PMM Meeting Document Management Plan
Information requested before meetings with Commonwealth/federal government or PMM	To provided support for meeting preparation or follow-up actions	Within three days of requests for information
Weekly Project Schedule Updates	For project status visibility and alignment to the Integrated Master Schedule for the broader PMM	COB Thursday

Gainwell will provide the Monthly Operational report by 8:00 a.m. EST the fifth business day of the following month in which services were provided. The Monthly Operational report covers the previous month's activity defined as the first calendar day through the last calendar day of the month. The first Monthly Operations report will be delivered 30 business days after initial PMM implementation. The report will include the following:

1. Operations Production Status, including the Interactive Response time of transactions
2. Performance Standard Reporting
3. Outcome-based metrics required by the Department or to align to CMS reporting requirements
4. Other operational metrics as required by the Department

Our reporting and analytic capabilities enable users to discover insights regarding the content and data stored in the Provider Services module. Such insights can be surfaced

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[illegible]

- [illegible]
- [illegible]
- [illegible]
- [illegible]
- A[illegible]
- [illegible]

Operations Production Status

[illegible] **create dashboards with reports to monitor PMM operations, we will leverage out-of-the-box analytics solutions and propose to develop a set of operational and managerial reports and dashboards tailored specifically for the Commonwealth's PMM.** [illegible]

[illegible]

[redacted]

[redacted]

[redacted]

Performance Standard Reporting

[illegible]

[illegible]

- [illegible]
- [illegible]
- [illegible]

[redacted]

[redacted]

Outcome-Based Metrics

[illegible]

- [illegible]
- [illegible]
- [illegible]

[illegible]

We will work with the Department to tailor CMS Outcomes reporting and dashboards as needed to accommodate specific monitoring and reporting needs.

Other Operational Metrics as Required

Our dashboard and ad hoc capabilities will be leveraged to provide other operational metrics as required by the Department.

B. Weekly Status Reports

The PMO will report the project status weekly, defined as Monday through Friday, to the Department. The selected Contractor shall provide input into the report by 12:00PM EST on the first business day of the following week in which services were provided. The selected Contractor shall provide all information needed for the status reporting process, including adherence to the process plans. At a minimum, the weekly status report shall contain the following:

1. Updated detailed Project Plan schedule with upcoming milestones and overall percentage complete;

2. A dashboard that shows the overall status of the project;

3. Plans for activities scheduled for the next week;

4. Status of Deliverables;

5. Time ahead or behind schedule for applicable tasks; and

6. New risks identified in the previous week.

The Contractor shall describe its collaborative approach and input to the weekly status reports.

Gainwell will provide the necessary data by 12:00 p.m. EST on the first business day of the following week that supports the PMO creation of the weekly status reports. Information will be updated to the designated location in the PMO SharePoint folder.

The data will include, at the minimum, the following:

1. Updated detailed Project Plan schedule with upcoming milestones and overall percentage complete
2. Plans for activities scheduled for the next week
3. Data from or links to our dashboards that present a view into overall status of the project
4. Status of Deliverables
5. Time ahead or behind schedule for applicable tasks
6. New risks identified in the previous week

Utilizing our PM methodology, Gainwell's project team will work with the PMO to provide the required input to the weekly status report. Gainwell will confirm status reporting complies with additional requirements found in the extensive library of project procedures, plans, forms, and templates that the PMO has provided. Our [redacted] and our PMO Lead will then collaborate with the Department's PMO to align with the Department's PMO status reporting standards. This

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[redacted]

[redacted]

[redacted]

C. Monthly Status Reports

The selected Contractor shall submit the report to the Department by 8:00AM EST the fifth business day of the following month in which services were provided. The report will cover the previous month's activity defined as the first calendar day through the last calendar day of the month.

The selected Contractor's Monthly Status Report shall include:

1. Description of the completion status of the Project in terms of the approved Project Plan incorporating an Earned Value Analysis for schedule and cost;

2. KPIs, including Cost Performance Index ("CPI") and Schedule Performance Index ("SPI"), with explanations if CPI or SPI are beyond thresholds;

3. Updated project schedule with upcoming milestones and overall percentage complete;

4. Dashboard that shows the overall status of the project;

5. Plans for activities scheduled for the next month;

6. Status of Deliverables;

7. Time ahead or behind schedule for applicable tasks;

8. Updated issue management report including the issues from the PMO's Post-Implementation Assessment Review;

9. Risk analysis of actual and perceived problems along with their suggested mitigations;

10. Strategic changes to the Project Plan, if any;

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11. Outline of the current project staff members and percentage allocated to the project, along with any organizational changes that may have taken place or will take place. Key personnel changes shall be approved by the Department in advance; and

12. Key activities completed during reporting period.

The Contractor should describe its approach to monthly status reporting. The Contractor may propose additional or more frequent reports and report items based on its experience with IT projects of this size and scope. The Contractor should provide a sample monthly status report with its Technical Submittal.

Monthly status reports are created to provide a comprehensive update on project status, validating alignment with overall program goals and facilitating strategic decision-making. To meet the Department's requirements, Gainwell will submit this report by 8:00 a.m. EST on the fifth business day of the following month in which services are provided. The report will cover activities from the first to the last day of the previous calendar month.

1. Monthly status reports will be developed by our PM and PMO lead. The monthly status report will use as input such artifacts as the IMS, PWP, OBC metrics, and KPI/SLA adherence The PWP allows us to track versus actual progress, and the Schedule Performance Index (SPI) is a measure derived from the schedule to measure actual progress (earned value) to the planned progress: Schedule performance indicator (SPI) = Earned value (EV)/Planned Value (PV). The Work plan progress is continually monitored with percent completion and SPI analyzed weekly, along with risks and issues so that we proactively identify the slightest impact or potential impact on our plan. Our monthly status reports will include the following items: Description of the completion status of the project in terms of the approved Project Plan incorporating an Earned Value Analysis for schedule and cost
2. KPIs, including Cost Performance Index ("CPI") and Schedule Performance Index ("SPI"), with explanations if CPI or SPI are beyond thresholds
3. Updated project schedule with upcoming milestones and overall percentage complete
4. Dashboard that shows the overall status of the project
5. Plans for activities scheduled for the next month
6. Status of Deliverables
7. Time ahead or behind schedule for applicable tasks
8. Updated issue management report including the issues from the PMO's Post-Implementation Assessment Review
9. Risk analysis of actual and perceived problems along with their suggested mitigations
10. Strategic changes to the Project Plan, if any

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11. Outline of the current project staff members and percentage allocated to the project, along with any organizational changes that may have taken place or will take place. Key personnel changes are approved by the Department in advance

- 12 key activities completed during the reporting period

Monthly analysis will also be submitted as part of the month end report. Dashboards will report on rapidly developing events and trend identification in near-real-time, or within one day of discovery. The following figure presents an example of a trend analysis report for system response performance.

[redacted]

Please see proposal Appendix 2 (pages App2.1 through App2.9) for a sample monthly status report.

D. Annual Status Report

The selected Contractor shall submit the report to the DHS Contract Administrator by 8:00AM EST the first business day of the second month of the following year in which services were provided. The annual progress report covers major accomplishments from the prior year and ongoing risks and issues. This report is key to the work plan the selected Contractor developed in its proposal, as amended or approved by the DHS Contract Administrator.

Gainwell will provide an Annual Status Report to the DHS administrator as required by 8:00 a.m. EST the first business day of the second month of the following year in which services were provided.

The report will look back at the year and present an overview of the services provided in alignment with the Department objectives, accomplishments and outcomes, key metrics

regarding the services provided, and key issues addressed. The report will also look forward towards our continued partnership for the new year and highlight proposed and active projects, active issues, risks and their status, and overall improvements that are targeted for the new year.

E. Final Report

The selected Contractor will provide a final report three months after moving all functionality into the M&O Phase. The final report will include the following:

1. Summary of the outstanding issues and their identified resolution plans;

2. Summary of the lessons learned from the Release(s); and

3. Maintenance release schedule and a description of how maintenance releases will be communicated to the Department.

After go-live, Gainwell moves into our HyperCare phase. [redacted] immediately following go-live where an elevated level of support is available to provide seamless adoption to the new environment. It ensures proper coverage and stabilization

As outlined in RFQ Appendix T, Gainwell will review a PMO created and provided Post Implementation Assessment (PIA) report. This report will consolidate problems found during the implementation, operational items that could be impacted, and observations or recommendations that should be incorporated into continuous improvement discussions on the release rollout process. Based upon content in this report and as part of our Hypercare management, Gainwell will develop issue resolution plans, strategies, and recommendations for future rollouts. Gainwell's Issue Resolution Plan (IRP) will document a resolution for the items contained in the PIA and will be submitted to the Department for review and approval.

Gainwell will provide a final report to the Department three months after the agreed to functionality implemented during the implementation phase. This final report is a summary of the project and an update of our performance in response to resolution in our IRP plan, and our [redacted]. The report is a consolidation of two standard Gainwell deliverables, Issue Management Plan and Lessons Learned, as well as our Release Maintenance Plan and Schedule to provide a summary of the following:

- HyperCare review and summary
- Outstanding issues and their identified resolution plans
- Lessons learned from the release(s)
- Maintenance release schedule and a description of how maintenance releases will be communicated to the Department

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III-11. Performance Standards

A. The selected Contractor shall meet or exceed the performance standards/SLAs set forth in the selected Contractor's NASPO Master Agreement and the Pennsylvania-specific SLAs set forth in **Appendix X**. For purposes of the quote, Contractor should describe its ability to meet or exceed these performance standards.

Gainwell has carefully reviewed the Provider Services Module RFP performance standards and Service Level requirements and has developed performance monitoring and reporting based on our experience and available information. At the next stage, we will work with the Commonwealth to develop agreed-upon levels of service delivery and quality for the project. Our exceptions to RFQ Appendix X are included as proposal Appendix 3 (pages App 3.1 through App 3.94).

Performance management includes knowing what to measure (metrics), when to measure it (frequency), and how to measure it (methodology). Monitoring should include the level of data summarization (granularity), the data sources, and the destination of the collected data. These elements enable the Department to determine if Gainwell is executing to performance standards. Based on the PMM requirements and Gainwell baseline product knowledge, we outline the frequency of metrics analysis and reporting and define the triggers for when corrective action is to be taken, providing transparency in our performance. The following figure illustrates our high-level performance management flow.

[redacted]

Our approach incorporates process knowledge and lessons learned from our program knowledge, as well as similar implementations nationwide. Coupling the methods and processes with our project management tools gives us a high degree of flexibility, oversight, and control for performance management with a focus on the areas of specific interest.

Our performance management methodology uses standards, processes, and tools to capture, track, and report on system performance as measured by Service Level Agreements (SLAs). Gainwell and the Commonwealth review and agree

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on the SLAs. We document these SLAs and store them in the Commonwealth-approved repository. System monitoring tools are used to pull data together from system availability and usage, user interface and interface performance, process performance, reports, logins, and other metrics to monitor the solution including application availability, call center statistics, EDI processing, and other key operational and processing metrics.

Our performance reporting component supports advanced reporting that includes multiple dashboards, shown in the following figures, displaying information such as recipient consent and critical database events as well as capturing the associated data lineage.

[redacted]

Gainwell agrees to meet or exceed the negotiated performance standards/SLAs as set forth in the NASPO Master Agreement and Pennsylvania-specific SLAs set forth in RFQ Appendix X.

B. For any observation or finding contained in a notice of deficiency, including ones relating to the Performance Standards, the selected Contractor shall prepare and submit a Corrective Action Plan ("CAP"). The selected Contractor shall submit the CAP to the Department within 10 business days of notification of a deficiency or such longer time as may be agreed to by the Department.

The selected Contractor shall include in the CAP:

1. Brief description of the findings;

2. Specific steps the selected Contractor shall take to correct the situation or reasons why it believes corrective action is not necessary;

3. Name(s) and title(s) of the responsible staff person(s);

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4. Timetable for performance of the corrective action steps;

5. Monitoring performed to implement the corrective action; and

6. Signature of the selected Contractor's Project Manager or a senior executive.

The selected Contractor shall implement the CAP within the timeframe agreed to by the Department. If the performance deficiency is not corrected by the specified date, the Department may assess liquidated damages up to the amount of $500 per working day after the due date until the deficiency is corrected. This amount is in addition to any liquidated damages the Department may have the right to assess based on the performance deficiency which was the basis for the CAP. The Department may take further action, including a finding of default, based on selected Contractor's failure to implement the agreed upon corrective action plan.

Gainwell will include in the Corrective Action Plan (CAP) a description of the findings, steps to correct the issue or reasons corrective action is unnecessary, responsible staff names and titles, a timetable for corrective actions, monitoring procedures, and the signature of the Project Manager or a senior executive.

Gainwell will implement the CAP within the timeframe agreed to by the parties for that CAP. Gainwell understands that failure to implement a CAP as agreed may result in further action by the Department, including, but not limited to, a finding of default.

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III-12. Flexibility

The selected Contractor's Provider Management solution, including Core Services, Option A services, and Option B services, must be configurable and sufficiently flexible to accommodate the Department's specific requirements and changing business needs. In responding to this section, Contractor should describe how its solution satisfies the flexibility requirement. Contractor need not information contained elsewhere within its quote; however, Contractor should adequately cross-reference each section in which the information appears.

Gainwell's Provider Management Module (PMM) solution is configurable and flexible to meet or exceed the Department's specific requirements and changing business needs. Our solution is a highly configurable SaaS product, offering a business rules engine to support the complexities of the PMM programs, along with shared architecture to allow leveraging of advanced innovation and economies of scale with inputs from the entire provider community. The environment allows for components to be added and replaced quickly (INT78). Flexibility extends to our system development approach and use of open interfaces and exposed Application Programming Interfaces (API); the separation of standardized business rule definitions from core programming; in both human and machine-readable formats (CMP16).

[redacted]

- **Scalability (see proposal Section III-7 B. Technical Requirements Core)**

[redacted]

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[redacted]

- **Configurable Features (see proposal Section III-7 A. Functional Requirements Core)**

  [redacted]

- **Option A (see proposal Section III-8 Requirements)**

  [redacted]

[redacted]

- **Option B (see proposal Section III-9 Requirements)**

[redacted]

A[redacted]A[redacted]

[redacted]

III-13. Objections and Additions to IT Contract Terms and Conditions

Each Contractor shall identify which, if any, of the terms and conditions **(Appendix C, IT Contract Terms and Conditions, DHS Addendum to Contract Terms and Conditions, and Audit Clause C)** it would like to negotiate and with what additional terms and conditions the Contractor would like to supplement those standard terms and conditions. Contractors may not submit, and DHS will not entertain, objections to the Business Associate Addendum or Audit Clause C, as these documents are non-negotiable.

The Contractor's failure to make a submission under this paragraph will result in its waiving its right to do so later. The Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard terms and conditions. The Contractor shall not request changes to the other provisions of this RFQ, nor shall the Contractor request to completely substitute its own terms and conditions for the IT Contract Terms and Conditions in **Appendix C** of the RFQ. All terms and conditions shall appear in one integrated Participating Addendum. The Issuing Office will not accept references to the Contractor's, or any other, online guides or online terms and conditions contained in any quote. If, after selection of a Contractor for Participating Addendum negotiations, the Issuing Office and the selected Contractor are unable to reach agreement on the terms and conditions, the Issuing Office may declare an impasse and proceed to negotiations with the next highest-scoring Contractor.

Regardless of any objections set out in its quote, the Contractor **shall** submit its quote, including their cost proposal, on the basis of the terms and conditions set out in the IT Contract Terms and Conditions in **Appendix C** of the RFQ. The Issuing Office will reject any quote that is conditioned on the negotiation of the terms and conditions set out in the IT Contract Terms and Conditions in **Appendix C** or to other provisions of the RFQ. Such rejection may occur at any time, up until award of a Participating Addendum.

Gainwell has identified terms and conditions that it would like to negotiate for the Department's consideration by including a redlined version of RFQ Appendix C as proposal Section Appendix 3 (see pages App 3.1 through App 3.94). We understand that the Department may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. Gainwell has not requested changes to other provisions of the RFQ, nor have we requested to completely substitute our own terms and conditions. Gainwell acknowledges that all terms and conditions must appear in one integrated contract. We understand that the Department will not accept references to online guides or online terms and conditions contained in any proposal and we have not included any such references.

Regardless of our requests for items to negotiate, we submit our proposal, including the cost proposal, on the basis of the terms and conditions set out in the RFQ. We understand that the Department will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the RFQ.

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LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(1)

(2) A

(3)

Section 1352, Title 31, U. S. Code. A **$100,000**

A

President and CEO

A February 7, 2025

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]A[illegible]

[illegible]A[illegible]

[illegible]

[illegible]

[illegible]A[illegible]

[illegible]

[illegible]

A[illegible]A[illegible]

[illegible]

DISCLOSURE OF LOBBYING ACTIVITIES

A[illegible]

[illegible]

[illegible]

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[illegible]	[illegible]	[illegible]

c. cooperative agreement d. loan e. loan guarantee f. loan insurance	c. post-award	**For Material Change Only:** year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ **Prime** ☐ **Subawardee** Tier _____, if known: **Congressional District**, if known:	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District**, if known:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	**9. Award Amount,** if known: $	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	**b. Individuals Performing Services** (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Title: Signature: _____ Print Name: _____ _____ Telephone No.: Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

The Subgrantee must complete Federal Funding Accountability and Transparency Act Subrecipient Data Sheet (FFATA Sheet) attached here. The FFATA Sheet is to be completed and incorporated as part of this agreement.

Failure to provide accurate information for the Subgrantee named as a party to this agreement or to complete the FFATA Sheet will cause the inability of the Commonwealth of Pennsylvania (Commonwealth) to process this agreement and resulting in delay or loss of funds to the Subgrantee. The Subgrantee's documentation will be considered incomplete until such time that Subgrantee provides accurate FFATA information.

(a) Registration and Identification Information – The Subgrantee must maintain a current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov. Subgrantee must provide its UEI, to the Commonwealth along with the signed agreement.

(b) Primary Location - Subgrantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subgrantee must list the location where the most amount of the award is to be expended pursuant to this agreement.

(c) Compensation of Officers - Subgrantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if**-

1. the entity in the preceding fiscal year received—

    a. 80 percent or more of its annual gross revenues in Federal awards; **and**

    b. $25,000,000 or more in annual gross revenues from Federal awards; **and**

2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchanges Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

   If the Subgrantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subgrantee. Subgrantee must provide information responding to this question along with Subgrantee's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subgrantee provides such information responding to this question.

Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

Subrecipient must provide information along with Subrecipient's return of the signed agreement. The Commonwealth will not process the agreement until such time that Subrecipient provides such information.

REGISTRATION AND IDENTIFICATION INFORMATION

Unique Entity Identifier (UEI): N/A

[INSTRUCTIONS: Subrecipient must provide its assigned UEI. Subrecipient must maintain current registration that permits their entity registration to appear in a public search in SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A UEI is issued upon registration in SAM.gov.]

PRIMARY LOCATION

City: Not Applicable

State:

Zip+4:

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to the agreement.]

COMPENSATION OF OFFICERS

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

By marking the following box Subrecipient affirms they do not meet the conditions for reporting highly compensated officials ☐

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if** --

1. the entity in the preceding fiscal year received—
   a. 80 percent or more of its annual gross revenues in Federal awards; **and**
   b. $25,000,000 or more in annual gross revenues from Federal awards**; and**

2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchanges Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient.

WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

	February 7, 2025
Signature	***Date***
Mark Knickrehm	
Name (Printed)	
President and CEO	

Title of Certifying Official (Printed)
Contractor/Grantee Name (Printed)

BOP-2201
Published: 02/07/2022

Appendix V - Requirements Response Matrix

Instructions: This attachment contains a list of all Core Services, Option A, and Option B requirements for the Provider Management module. The Contractor must complete the requirement responses for all Core Services, Option A, and Option B requirements.

Notes: Please note the following reference clarifications for this spreadsheet.
1. "State" references the Commonwealth of Pennsylvania
2. "Agency" references the Pennsylvania Department of Health Services (DHS).

Contractors 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

Appendix V - Requirements Response Matrix

Instructions: This attachment contains a list of all Core Services, Option A, and Option B requirements for the Provider Management module. The Contractor must complete the requirement responses for all Core Services, Option A, and Option B requirements.

Notes: Please note the following reference clarifications for this spreadsheet.
1. "State" references the Commonwealth of Pennsylvania
2. "Agency" references the Pennsylvania Department of Health Services (DHS).

Contractors 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

Requirement Section	Requirement ID	Req. Language	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
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.	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 functi or technical requireme	[redacted]
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.	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 functi or technical requireme	[redacted]
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.	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	T - Third Party Hosting	Yes	[redacted]
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.	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	T - Third Party Hosting	Yes	[redacted]
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, Third Party Liability (TPL) information, and other member information necessary for the provider to determine if the member is eligible for services.	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	T - Third Party Hosting	Yes	[redacted]
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).	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	T - Third Party Hosting	Yes	[redacted]
Self-Service Claim Status Inquiry	PSER06	The Contractor's solution shall provide an online self-service tool for providers to view claim status.	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	T - Third Party Hosting	Yes	[redacted]
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 (Electronic Funds Transfer (EFT), date, National Provider Index (NPI), etc.).	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	T - Third Party Hosting	Yes	[redacted]
Self-Service Online Claims Entry	PSER13	The Contractor's solution shall include a self-service tool for providers to directly and efficiently enter claims.	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	T - Third Party Hosting	Yes	[redacted]
Self-Service Registry	PSER14	The Contractor's solution shall allow authorized users to view registries for Primary Care Case Management (PCCM) and other care management programs.	A - Included in the base release of the proposed solution	S2 - This functionality is currently offered, but not in use by other customers	SaaS - Software as a Service	T - Third Party Hosting	Yes	[redacted]
Self-Service Claims Based Medical History	PSER21	The Contractor's solution shall allow authorized users to search and view Claims Based Medical History.	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	T - Third Party Hosting	Yes	[redacted]
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.	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	T - Third Party Hosting	Yes	[redacted]
Self-Service Portal	PSER27	The Contractor's solution shall provide access for users to view current and historical fee schedules.	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	T - Third Party Hosting	Yes	[redacted]

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Requirement Section	Requirement ID	Req. Language	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
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.	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- Yes	[redacted]
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.	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	T - Third Party Hosting	Y- Yes	[redacted]
Customer Relationship Management	CRM03	The Contractor shall establish and maintain a toll-free telephone number for the call center.	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	T - Third Party Hosting	Y- Yes	[redacted]
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.	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	T - Third Party Hosting	Y- Yes	[redacted]
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.	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	T - Third Party Hosting	Y- Yes	[redacted]
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 .	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	T - Third Party Hosting	Y- Yes	[redacted]
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.	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	T - Third Party Hosting	Y- Yes	[redacted]
Customer Relationship Management	CRM08	The Contractor's CRM tool shall have the ability to link related CRM tickets.	A - Included in the base release of the proposed	S1 - This functionality is currently offered, and in use by other	SaaS - Software as a Service	T - Third Party Hosting	Y- Yes	[redacted]
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.	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	T - Third Party Hosting	Y- Yes	[redacted]
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.	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	T - Third Party Hosting	Y- Yes	[redacted]
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.	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	T - Third Party Hosting	Y- Yes	[redacted]
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.	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	T - Third Party Hosting	Y- Yes	[redacted]
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.	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	T - Third Party Hosting	Y- Yes	[redacted]
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.	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	T - Third Party Hosting	Y- Yes	[redacted]
Customer Relationship Management	CRM15	The Contractor's CRM tool shall allow users to view related correspondence records from a single correspondence record.	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	T - Third Party Hosting	Y- Yes	[redacted]
Customer Relationship Management	CRM16	The Contractor's CRM tool shall have the ability to upload or associate attachments to correspondence records.	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	T - Third Party Hosting	Y- Yes	[redacted]
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.	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	T - Third Party Hosting	Y- Yes	[redacted]

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		-Conducting the initial assessment to verify -Verifying operational status; and -Confirming final determination of provider					
		-Receive, review and verify provider -Verify provider data against Provider -Notify providers to request additional -Determine provider status; -Update provider record with all necessary -Process and store provider agreements; -Send financial enrollment data to State's -Activate provider enrollment for -Review provider information maintenance -Verify provider changes prior to updating the					
		-Document Management and Workflow -Provider Data Management -Provider Support Services (training and site -Provider Enrollment Call Center -Financial Enrollment Process coordination					

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Requirement Section	Requirement	Core S	General Status	Production Status	Product Type	Hosting	Security Tested
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).	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	T - Third Party Hosting	Y- Yes
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 change.	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	T - Third Party Hosting	Y- Yes
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.	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	T - Third Party Hosting	Y- Yes
Business Rules	BR04	The Contractor shall update the Business Rules Catalog with all additions or changes.	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	T - Third Party Hosting	Y- Yes
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.	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	T - Third Party Hosting	Y- Yes
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.	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	T - Third Party Hosting	Y- Yes
Business Rules	BR08	The Business Rules Engine shall allow changes to be made to valid values without impacting production rules engine availability and operations.	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	T - Third Party Hosting	Y- Yes
Business Rules	BR09	The Business Rules Engine shall include the ability to debug business rules at rule execution.	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	T - Third Party Hosting	Y- Yes
Business Rules	BR10	The Contractor shall provide the ability to allow multiple users to work concurrently on different parts of the same rule base.	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	T - Third Party Hosting	Y- Yes
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.	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	T - Third Party Hosting	Y- Yes
Business Rules	BR12	The Contractor shall provide and maintain a graphical representation of business rule flow(s) and orchestration for all business rules.	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	T - Third Party Hosting	Y- Yes
Business Rules	BR13	The Business Rules Engine shall have mechanisms to identify which rules are executed for each specific business process.	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	T - Third Party Hosting	Y- Yes
Business Rules	BR14	The Business Rules Engine shall be able to produce a report on rules passed or failed for all transactions.	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	T - Third Party Hosting	Y- Yes
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.	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	T - Third Party Hosting	Y- Yes
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).	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	T - Third Party Hosting	Y- Yes
Business Rules	BR17	The Business Rules Engine shall provide the ability to prioritize, sequence, and allow administrators to control processing.	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	T - Third Party Hosting	Y- Yes
Business Rules	BR20	Where applicable, the business rules engine shall use standardized business rules definitions.	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	T - Third Party Hosting	Y- Yes
Business Rules	BR21	The Contractor's business rules shall execute in a runtime environment.	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	T - Third Party Hosting	Y- Yes
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 Medicaid Enterprise Certification Toolkit (MECT) milestone reviews.	A - Included in the base release of the proposed solution	NA - This is not a functional or technical requirement	NA - This is 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 Center for Medicare and Medicaid Services (CMS) Certification Checklists as requested by the State.	A - Included in the base release of the proposed solution	NA - This is not a functional or technical requirement	NA - This is 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.	A - Included in the base release of the proposed solution	NA - This is not a functional or technical requirement	NA - This is 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 Independent Verification and Validation (IV&V) certification reports.	A - Included in the base release of the proposed solution	NA - This is not a functional or technical requirement	NA - This is 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/Health Insurance Portability and Accountability Act (HIPAA) compliance, usability, maintainability, interface, 508 compliance, disaster recovery, traceability to test plans or test cases.	A - Included in the base release of the proposed solution	NA - This is not a functional or technical requirement	NA - This is 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.	A - Included in the base release of the proposed solution	NA - This is not a functional or technical requirement	NA - This is 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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		a. Architecture/hosting operations. b. Monitoring daily operations performance. c. Performing routine maintenance. d. Maintaining user documentation. e. Online help approach and documentation, as f. Configuration and change management. g. Approach to enhancements and other new h. Maintaining system documentation. i. Maintaining training documentation. j. Archiving requirements. k. Tasks, timelines, and responsible parties for design and l. Reporting status against relevant Service Level m. Schedule of major and minor releases.					
		The SDD describes design goals and considerations, The SDD documents and tracks the necessary information • A description of each component, their purpose, including					

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[illegible]	[illegible]	[illegible] d. Updated operational tasks and procedures during [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[redacted]
[illegible]	[illegible]	[illegible] b. User stories/use cases [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[redacted]
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[illegible]	[illegible]	The Contractor shall provide a User Interface Style Guide or [illegible] interfaces. The User Interface Style Guide must [illegible] a. User ability to customize or make adjustments (e.g. [illegible] b. Users utilizing scripting languages and/or assistive [illegible] c. User Interface organization so documents are readable [illegible] d. User Interfaces identifying row and column headers for [illegible] e. User Interfaces informing users when a timed response is [illegible] f. User Interfaces providing a method that permits users to [illegible] g. User Interfaces provide text titles for frames to facilitate [illegible] h. User Interfaces use markup to associate data cells and [illegible]	A [illegible]	[illegible]A [illegible]	[illegible]A [illegible]	[illegible]A [illegible]	[illegible]A [illegible]
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		a. Unique authentication credentials identifiable to each user					
		User Devices where required by CMS to protect confidential					

		reviewed on a quarterly basis at a minimum. User accounts	A		A	A	
			A		A	A	
		A a. Use of personally identifiable information (PII) or personal	A		A	A	
			A		A	A	
			A		A	A	
			A		A	A	
			A		A	A	
	SUB03		A		A	A	
	SUB04		A	A	A	A	A
	SUB05	Subcontractor Usage Report on the use of subcontractors	A	A	A	A	A
	SUB06	A A AA A A AA	A	A	A	A	A
	SUB07		A	A	A	A	A
	SUB08		A	A	A	A	A
		A	A				
		from performing required testing. Unless otherwise identified	A				
			A				
			A				
		The Contractor shall ensure, in order to release code to UAT • Critical: 100% have been resolved.	A				
			A				
		The Department plans to perform UAT on all software Department's ability to conduct continuous UAT in a	A				
		The Contractor shall facilitate UAT as follows: a. Provide test cases and scripts from previous test b. Assist the Department in developing UAT test cases. c. Provide a dedicated UAT environment to the support continuous UAT throughout design, configure/build	A				
			A				
			A		A	A	A
		The Contractor's Performance and UAT test environments	A				
			A		A	A	A
			A		A	A	A
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		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	A		A	A	A
			A				
			A				
		friendly Graphical User Interface (GUI) for process	A				
			A				
			A				
			A				
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	A	A					
	A	located in the continental United States (which includes A A accessible by resources within the continental United States AA			A	A	
	A	1. Daily incremental backups with retention of sixty-one 2. Weekly incremental backups with retention of twelve 3. Monthly full backups with retention of eighteen (18) 4. Annual full backups with retention of ten (10) years.					
	A	A			A	A	
	A						
	A	A			A	A	A
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	A						
	All personnel must be located in the continental United A	A		A	A	A	A
	A	A		A	A	A	A
	A	A		A			
	A						
	A						
	A	Processing Unit (CPU) utilization, and memory utilization					
	A	a. User access; iii. Commonwealth Users; A					
	A			A	A	A	A

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Proposal Appendix 1. Sample Training Plan

Provider Services Solution Training Plan

Project: XXXX

Client: Department of Medical Assistance Services (DMAS)

Document Revision History

Project Name: Client Provider Services Solution (PRSS)

Document Status (e.g. Draft, Final, Release #): Final

Document Version	Revision Date	Modified by	Section, Page(s) and Text Revised

Content shaded GREEN is considered confidential proprietary information as described in RFQ Section I-17.C.

List of Tables

Table 1-1 - RFP Requirements 4
Table 1-2: Stakeholders 6
Table 1-3: Training Roles and Responsibilities 6
Table 3-1: Overview of Recommended Training Events 17
Table 3-2: Training Material Tools 20

List of Figures

Figure 3.1 - ADDIE Process 12

SAMPLE

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1. Training Plan Overview

The Client Training Plan provides an overview of the training objectives, activities, audiences, roles, responsibilities, tools, training modalities and strategies involved in educating the Training staff to train Department of Medical Assistance Services (DMAS) staff, Client Medicaid providers, and other Module users in Gainwell's new modular solution for Medicaid provider enrollment and provider management.

This plan is strategy-driven and executed to meet the learning objectives, coverage depth, quality, and effectiveness required in the State's Request for Proposal (RFP).

1.1 Training Plan Requirements

Table 1-1 - RFP Requirements

RFP Cross Reference	RFP Text	Section in the Document
PRSS-PROJ-DDI-015	The Contractor shall provide a Training Plan for the DDI which addresses business owner input to satisfy operational needs.	Section 1.0 Section 2.0 Section 3.0
PRSS-PROJ-DDI-016	The Contractor shall conduct all DDI training in accordance with the approved DDI Training Plan.	Section 1.0 Section 2.0
PRSS-PROJ-DDI-018	The Contractor shall conduct all Operations training in accordance with the approved Operations Training Plan.	Section 2.4 Section 3.1
PRSS-PROJ-DDI-054	The Contractor shall ensure training/end user documentation is written and organized so that end users not trained in applications can learn from reading the documentation how to access the online windows/screens, read module reports, and perform ad hoc report development and other related end user functions.	Section 3.1
PRSS-PROJ-DDI-059	The Contractor shall ensure that training/end user manual documentation does not contain any protected health information (PHI).	Section 3.1.5
PRSS-PROJ-DDI-060	The Contractor shall use draft versions of end user documentation as the basis for UAT and training, unless otherwise specified by the Department. Final versions shall be updated and completed for training before the start of the operations.	Section 3.1.5

Content shaded GREEN is considered confidential proprietary information as described in RFQ Section I-17.C.

1.2 Assumptions

The following assumptions apply to the Training Plan:

1. Training is the Medicaid Enterprise System (MES) training coordination and delivery vendor. Training is responsible for training delivery and coordination for MES staff, other MES vendors, and providers.
2. Training and DMAS will conduct a detailed training assessment. The results of the training assessment will be used to match attendees based on their specific roles and responsibilities to the appropriate end-user training conducted by Training.
3. Gainwell trainers will deliver training, training materials, and training curriculum to Training trainers so Training can conduct end-user training.
4. Activities such as change requests, delays in development, and restricted access to Subject Matter Experts (SMEs) may impact the training timelines and/or materials referenced in this Training Plan.
5. The State designates a key training contact and participates in a training coordination workgroup to identify training participants and facilitate the process of assigning participants to the appropriate end-user sessions based on their role and job function. Training has the primary responsibility to identify users required to participate in training and for working with the State to determine what courses end-users should attend.
6. Training courses and materials developed by Gainwell are specific to the PRSS.
7. Changes in procedures or policies between the current and the new Medicaid Management Information System (MMIS), if not documented and communicated to the training team, may not be included in training. This is a risk to the perceived success of the training activities, and the project implementation in general.

1.3 Scope

This training plan provides an overview of the training activities and materials required to train and prepare the Training staff, so they can effectively conduct end-user training, as well as the development of e-Learning videos. This will ensure that the transition of DMAS to the new PRSS provider enrollment and management application will minimize provider enrollment time while maximizing operational efficiency.

1.4 Purpose

Gainwell is committed to quality-driven and timely training, which is essential for achieving effective and efficient operations. To maximize operational results, this commitment extends through all phases of the project and to all users of the system, including Gainwell and State staff, providers, and other stakeholders who will be using the new PRSS system.

The purpose of this document is to:

- Outline training objectives and activities
- Describe the training approach and methodology
- Provide roles and responsibilities involved in producing an effective training program to meet training needs
- Discuss training methods (e.g., instructor-led trainings, videos, and webinars)
- Describe various types of training materials
- Describe the nonproduction environment used for training
- Discuss training material evaluation processes

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1.5 Training Plan Stakeholders

Listed below are the primary stakeholders of the Training Plan. The stakeholders listed below should be made aware of any changes made to this document.

Table 1-2: Stakeholders

Organization	Stakeholder Name
DMAS Project Manager - PRSS	XXXXX
DMAS Project Manager – Training	XXXXX
PRSS Account Manager	XXXXX
PRSS Project Manager	XXXXX
PRSS Provider Services Manager	XXXXX
PRSS Training Manager	XXXXX
Training Project Manager	XXXXX

1.6 Training Roles and Responsibilities

The table below identifies DMAS, Training, and Gainwell roles responsible for the success of the PRSS training plan.

Table 1-3: Training Roles and Responsibilities

Roles	Responsibilities
Gainwell Training Manager	• Provides management oversight of Gainwell's training program through design, development, and delivery of the train-the-trainer knowledge transfer to Training • Coordinates all activities related to the development of project documentation • Attends leadership and issues meetings • Manages and allocates personnel appropriately to meet training requirements • Manages adherence to contract requirements

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Roles	Responsibilities
Gainwell-Designated Trainer(s)	• Updates training materials to include Client-specific information, then may assist Training in final versions of materials, if needed and per management agreement • Assists the Provider Services Manager in preparing and maintaining Operational Manuals for operational training • Participates in training video development and updates for Training's operations training library • Organize and conduct the initial train-the-trainer sessions to Training and may participate in a training coordination workgroup to assist Training in organization and scheduling of PRSS end-user trainings • Develops and updates agendas and other training materials in coordination with Training • Conducts end-user training for Gainwell users • Coordinates with technical Gainwell staff to load training data into a designated PRSS Training environment • Set-up initial training scenarios for train-the-trainer and provides guidance to Training to prepare scenarios for end-user training.
Gainwell SMEs	• Advise and support development of training materials • Perform knowledge transfer in support of others responsible for producing training materials
Gainwell Project Manager	• Publish training plan and provide training guidance to SME instructors who will provide train-the-trainer and staff training sessions • Advise Gainwell's Provider Services Manager on all issues related to training planning and implementation
Gainwell Provider Services Manager	• Provide technical and/or subject matter expertise on training program topics through consultation, materials, and/or session participation
Trainers	• Attend and participate in the initial vendor Train-the-Trainer knowledge transfer sessions • Provide management oversight of the MES Training Plan and the training program for all end-users • Primary for end-user training coordination and scheduling of end-user trainings (State, operations, and providers) • Facilitate/Conduct State, Provider, Managed Care Organization (MCO), and Operations staff training • Conduct training needs assessment • Update the Training Environment with additional training scenarios as needed

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2. Training Plan

The Training Plan defines how Gainwell plans to train Training and provides recommendations for how Training trains end-users to use the PRSS specifically related to user roles and responsibilities. Training will demonstrate how related business functions have improved so that users can bridge the performance gap to better understand the changes and how to use the system to perform their specific job functions. The training focus will be on showing how users can be more effective in their jobs and how this will contribute to a newly improved and productive operating model.

The training plan will focus on the approach for designing, developing, implementing, and evaluating training for Training. Additional topics covered include environments, tools, and roles and responsibilities related to training.

Gainwell will work closely with Training and DMAS appointees to complete the following:

- Determine scope of training (courses, methods of delivery, and participants);
- Establish training templates and other training material standards which will minimize the risk of scope;
- Establish a review process that will encourage and enable timely and efficient review and feedback submission for all training materials;
- Accurately communicate details for training courses and events;
- Meet related contractual requirements.

The Training Plan is summarized in the "PRSS Curriculum Map," in Section 3.1.6. It includes the following details for each training event/product:

- Course Type/Delivery Method
- Course Title and Objective
- End-User Supporting Documentation
- Expected Course Duration

Additional details about the audience, prerequisites, and learning objectives are available in the MES Master Curriculum which is maintained by Training.

The Training Plan details the PRSS Module training using a Train-the-Trainer knowledge transfer approach. Gainwell develops training materials and trains DMAS/Training Trainers to conduct training for functional end users.

The Training Plan includes assumptions detailed in the following sections:

2.1 Training Audience

The training materials are developed for functional end-users who have a general understanding of DMAS's modular approach to the MES implementation; and PRSS is one component of the overall MES integration.

2.2 Training Development

DMAS leadership will provide business experts to contribute input during the design and development phase of the training timeline. This input is crucial to ensure the training is relevant and aligns functional end users to appropriate training courses.

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Training is responsible for updating agendas, outlines, and hands on activities if initial Gainwell courses are altered.

2.3 Training Delivery

To ensure end-user training delivery, the Training Plan assumes the following:

- DMAS/Training Trainers and participants will use DMAS laptops/computers and network connection for training sessions.
- The designated PRSS Training Environment will be used for end-user training and is stable and restricted to training use during the scheduled training sessions. Gainwell will stand-up the Training Environment, and Training will manage end-user interaction with it.
- Staff will understand general computer skills necessary to operate and navigate Windows based applications including, but not limited to:
    - Understanding computer related terminology and acronyms
    - Using a mouse to access pull down menus, select options, windows, and fields
    - Using the Internet, including accessing, navigating, and search engines (browsers)
    - Basic knowledge of program policy and departmental processes and procedures. *Questions regarding DMAS' policies and procedures will be referred to the supervisor.

2.4 Train-the-Trainer Approach

Gainwell will utilize the Train-the-Trainer knowledge transfer model to impart its knowledge to Training in order for Training to support end-user training. The training approach is designed to prepare instructors to present information effectively, respond to participant questions, and lead activities that reinforce learning. They can also direct participants to supplemental resources and reference materials.

Gainwell train-the-trainer approach includes:

- **Train-the-Trainer Workshops:** Gainwell will deliver Train-the-Trainer knowledge transfer sessions for all recommended course material. Sessions will include hands-on activities, where applicable, and ample time for questions to ensure Training trainers understand the course material.
- **Dry Run Feedback**: Gainwell trainers will attend dry run training sessions conducted by Training trainers to provide feedback and answer any questions that arise. Other Gainwell SMEs may attend to ensure Training has the business and technical knowledge to be successful in delivery of end-user training.
- **Course Training Materials**: Gainwell will provide Training with course outlines, agendas, PowerPoint presentations, hands-on activities, user guides and other training materials, as applicable, to help Training prepare and deliver end-user training. Training may adjust training materials for final delivery.
- **Ongoing Support**: Gainwell trainers will be available to explain updates, answer outstanding questions, and provide additional feedback through the transition to the operations contract. During operations, Gainwell will update the PRSS training videos based on approved change requests to the PRSS functionality or configuration. With

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each PRSS product release, updates to training materials will be identified and the tasks to apply changes will be included in the forecasted CR budget for that release.

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3. Training Overview

Gainwell training approach focuses on the development and delivery of high-quality, learner-centric training programs that address the needs of DMAS and authorized users. Our experience with Medicaid operations and expertise in the field of adult learning proves invaluable when teaching. We will deliver effective, efficient, and accessible training for the components of Provider Management Suite implemented and in use during Operations. Gainwell training techniques result in multiple users adopting the new technology and fully using the benefits of the new PRSS system.

We will deliver comprehensive training curriculum that can be used by Training to plan and deliver initial and ongoing training. Gainwell will provide detailed instruction on the curriculum and its use to ensure Training understands all aspects of the PRSS system components and how to provide optimal delivery of the training content. Gainwell's train-the-trainer approach will include follow-up support including dry run feedback and one-on-one collaboration.

Gainwell employs multiple industry approved methods for training users on the PRSS system and end-to-end processes. Methods include a comprehensive reference manual library, classroom instruction, virtual training, and self-paced instruction based on the specific audience and their unique needs.

Gainwell uses a team of skilled and highly qualified workplace learning and performance development professionals with strong support from internal SMEs. The Gainwell team uses the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) process to develop and change training courses. ADDIE is a dynamic, flexible guideline for building effective training and performance support tools.

ADDIE is a process-driven, dynamic, and flexible methodology for building effective training and performance support tools. Gainwell supports multiple Medicaid accounts throughout the United States where we deliver internal training services. The accounts successfully use the ADDIE model for each State's development needs. We will invite DMAS to participate throughout training planning, design, delivery, and evaluation to verify training materials meet the goals and objectives outlined in the Training Plan. The following figure describes the ADDIE process, showing how each phase leads to the next in a continuous feedback loop.

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Figure 3.1 - ADDIE Process

Gainwell uses the ADDIE process to develop and revise training courses. The ADDIE process works as follows:

- During the **Analysis** Phase, Training analyzes the audience and the learning environment, conducts a needs assessment, and identifies the gaps between the actual and desired knowledge and skills. Gainwell will assist Training in their needs assessment evaluation, if needed and agreed to by management.
- During the **Design** Phase, Gainwell verifies specific instructional strategies—such as learning objectives, assessment instruments, and practice exercises—are determined and content media decisions are made.
- Based on the results of the Design Phase, Gainwell creates learning materials in the **Development** Phase.
- During the **Implementation** Phase, these materials are submitted to Training to be leveraged for end-user training.
- Finally, in the **Evaluation** Phase, Gainwell evaluates the effectiveness of the training materials provided to Training. Gainwell uses this in a continual approach and structure that allows for the evaluation of the development or delivery cycle, which can then be used to make adjustments if needed. Training will make adjustments to their final delivery based on end-user feedback.

Having this circular approach to training development and maintenance provides the feedback loop which is essential for continual improvement over time.

3.1 Training Audience and Training Roles and Responsibilities

3.1.1 Training Audience

Gainwell will develop course curriculum to be utilized by Training that breaks the training down into appropriate course content for providers, DMAS staff, and other MES Module users. All

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course content will be covered during the Train-the-Trainer knowledge transfer sessions. The training is designed to meet the needs of end-users with different skill sets and knowledge requirements.

The following functional end-users are the primary audiences that require Training-conducted role-based training in their areas of responsibility.

- **State Users**: DMAS staff and other DMAS designated users who will use the PRSS to perform certain tasks.
- **Providers/MCOs**: Providers, Provider Delegates, MCO analysts and MCO delegates who will use the Provider Enrollment and Provider/MCO Portals for enrollment, maintenance, and business transactions
- **MES Module Users**: Appropriate users from the call center, claims, service authorizations, pharmacy, etc.

End-user training for Gainwell Operations staff will be conducted by Gainwell trainers.

Gainwell will work closely with the DMAS training leadership workgroup and SMEs to review the training needs analysis which will assist with determining the trainings needs of the audience. Training will be ultimately responsible for finalizing the courses and audiences.

3.1.2 Staffing

Gainwell's dedicated training staff is well-versed in developing course content, verifying that the level of detail is appropriate and accurate, and confirming the course structure fits user job functions. We emphasize providing the right training to the right individuals at the right time. Well-trained and knowledgeable staff members are fundamental to meeting DMAS expectations, contract requirements, and performance standards.

The Gainwell training team is responsible for developing the train-the-trainer knowledge transfer curriculum, training materials and delivering training to Training/DMAS trainers. The Gainwell training team is led by a Training Manager who ensures all deadlines are met and appropriate collaboration between the Gainwell trainers and Training occurs.

3.1.3 Training Modalities and Materials

Gainwell will employ a variety of training methods to prepare users for the replacement PRSS implementation. Each method is described below and may be enhanced to meet Client State requirements.

Gainwell uses a collaborative and multifaceted approach to administer system user training. Depending on the audience, subject, circumstances, etc., training may take place online (via webinar) or in-person, in large or small group settings. Gainwell publishes user guides, training material, and other written materials (e.g., Job Aides), as applicable, that walk users through the system functionality. Gainwell's comprehensive baseline training program and materials provide a strong foundation to establish State-specific training. Gainwell maintains close contact with the State to make sure, to the extent possible, that the right training is available at the right time and in the best setting.

Gainwell employs multiple industry approved methods for training users on the PRSS system and end-to-end processes. Methods include a comprehensive reference manual library, classroom instruction, virtual training, and self-paced instruction based on the specific audience and their unique needs.

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- **Instructor-Led Training (ILT)** – A facilitator/instructor leads the instruction which is primarily a presentation. The pace can be adapted to specific class needs and feedback. Question and answer sessions can address specific areas of interest and concern. Hands-on training exercises, as applicable, are used as a strategy during Gainwell's instructor led training to encourage participation and increase retention. Hands-on experience allows the user to practice the skills discussed during the training session, which increases their confidence in the ability to use the system and allows the participants to understand the relevance of the information to their learning.
- **Train-the-Trainer** – A facilitator/instructor leads instruction intended for those who will be training the material to other audiences at a later time. The training approach is designed to prepare instructors to present information effectively, respond to participant questions, and lead activities that reinforce learning. They can also direct participants to supplemental resources and reference materials. We focus our train-the-trainer efforts on building meaningful user skill sets based on the most effective and current industry standards.
- **Dry Run Feedback sessions** – A follow-up to the train-the-trainer knowledge transfer where Training can provide a dry run of training and receive feedback from Gainwell trainers and SMEs.
- **Virtual Instructor-Led Training (VILT)** – An online tool used to facilitate ILT designed to reach a wide audience, located in many different locations, by utilizing the internet and virtual training rooms. They generally utilize Microsoft (MS) Office PowerPoint presentations, demos of the system, user guides, and other training materials. They utilize instructors who can review topics, answer questions, and address specific areas of interest and concern. Hands-on training exercises, as applicable, are used as a strategy during Gainwell's virtual instructor led training to encourage participation and increase retention. Hands-on experience allows the user to practice the skills discussed during the training session, which increases their confidence in the ability to use the system and allows the participants to understand the relevance of the information to their learning.
- **Video Training** – Provider-focused "YouTube-like" video trainings/demonstrations that are available to the provider community, Gainwell Operations staff, and State staff members. Video trainings are self-paced asynchronous training which use the participant's individual computer workstation. These courses allow the participant the flexibility to move through the training materials at their own pace and, because courses are available 24/7, allow training to occur at times convenient to the specific learner. Users can retake the entire course or portions of the course as they wish. Videos will be developed as .mp4 files utilizing the MES color scheme. The videos will be provided to DMAS to update with a wrapper and logo before publishing.
- **User Guides** – Step-by-step instructions to access and navigate the new software. User guides will include screenshots from the PRSS module, where applicable.

3.1.4 Training Materials

Gainwell will develop a comprehensive curriculum that can be used by the Training trainers to prepare and deliver PRSS training for a variety of different audiences and needs, including but not limited to, end-user training, provider training, and operational training. The curriculum will be used to drive the train-the-trainer workshops and will address each module's functionality.

Curriculum components include:

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- List of recommended PRSS training courses
- Instructor Guide – Will include training objectives and outcomes, a detailed course outline, list of hands-on activities with answer key and PowerPoint speaker notes.
- Course Outline – Will address course objectives and a detailed breakdown of what will be covered during the class.
- Course Agenda – Will detail the recommended time needed to deliver each course topic and the order in which the topics should be delivered.
- Course PowerPoint – The PowerPoints include an overview of the PRSS system including the system components, business processes, system navigation, and other project requirements, as applicable to the intended audience.
- Course Activities – A set of participant activities or questions that can be used by Training to make their training delivery more interactive and engaging.
- Course Training Data – Listed training data found in the designated PRSS Training Environment to support end-user training, ongoing training demonstrations and participant activities.
- PRSS User Guides - User guides that provide step-by-step instructions on how to view and execute Gainwell PRSS system data and functions.

Gainwell trainers will work closely with Training/DMAS to develop, review, and incorporate feedback for agendas and other training materials.

Gainwell will utilize the same course content developed for Training to conduct end-user training for Gainwell Operations staff.

3.1.5 Reference Library

The PRSS reference library is made up of user guides that provide step-by-step instructions on how to view and execute Gainwell PRSS system functions. These training documents will also include screenshots, definitions, and tool navigation details and will not contain any PHI. The user guides are organized for optimal navigation and will include a table of contents, acronym list, and support word search capabilities. The organization and depth of content found in each user guide facilitates the use of these documents as an in-class learning tool and a desktop reference following training.

As a desktop reference, the guide can be used as a self-paced study guide to assist users in further understanding the tasks or concepts presented during the formal training session. Besides the traditional approach of creating hard-copy materials that are quickly out of sync and awkward to reference, Gainwell proposes the most current version of training materials and documentation be available to users online.

Training materials and user documentation will share the same basic content suite. When a system change prompts a documentation change—whether called for by legislative, system, or user requirements—user documentation, training documentation, and training program resources can easily be updated with minimal development time and cost because only the affected learning objects, modules, or lessons need be changed. Gainwell will provide updated training materials to DMAS, at key points in the Project Schedule, to support end-user training. Gainwell will make updates that address changes and clarification to system functionality based on system changes and timely feedback from review cycles and training sessions that support

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Go-Live. The final changes are reflected in the revision history of the documents. Consistent version control is imposed on all training materials.

As the project progresses, Gainwell will update this document if there are any changes to processes and/or procedures in the training plan. The modified document will be sent to the State Project Manager with a description of what changed in the document. Gainwell will post the updated document on the Gainwell SharePoint site in addition to providing an updated copy to the State.

Training materials will be stored on a Gainwell SharePoint site which supports version control and provides the ability to access previous versions of the documents should they be needed for research. The final versions will be on SharePoint at the point of delivery. If the training materials change because of significant system changes prior to Go-Live, the training team will update them and work with DMAS to ensure updated versions are provided.

Changes and support from Gainwell to update training materials will continue after PRSS production implementation as part of the Change Request process that is established. Impacts to update training materials should be considered in requests and estimates.

3.1.6 Training Curriculum

Dates and times of training sessions will be based on the Go-Live date and the final schedules will be determined and agreed to by the State and Gainwell in a manner that provides timely delivery of training. For Go-Live date, all instructor-led trainings are currently planned to use the VILT method; no ILTs are currently expected.

As part of train-the-trainer efforts, VILT sessions are conducted by Gainwell trainers who will work with Training to ensure they have completed hands-on exercises, where applicable, and have acquired the knowledge needed from the course to perform end user training. Training will then utilize the training and materials to perform end-user training.

Videos for Provider and MCO-facing content are provided to support the instructor-led classes. Adobe Captivate is the eLearning development tool that will be used to build all videos. The videos outlined in the table below will allow the user to view a demonstration of the provider enrollment process for the different enrollment types and an overview of the provider and MCO portals. These demonstration videos will allow trainees to develop a familiarity with the PRSS system before attending or as reinforcement after attending an VILT session.

Table 3-1 below is a list of courses that Gainwell recommends Training conduct for end-users. Gainwell will provide materials and knowledge to ensure Training is successful. Training may alter their end-user courses, as applicable.

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Table 3-1: Overview of Recommended Training Events

Course Type and Expected Duration	Course Title and Objectives	Supporting Training Materials
VILT 2 hours 30 minutes	**Provider Enrollment Application** This in-depth lesson will provide Provider Enrollment staff with an overview of the Provider Enrollment Application Process to better assist Providers with questions/issues enrolling. The trainees will navigate through the Provider Enrollment Application to complete a Provider Enrollment Application. After the trainee submits an application, they will view the application status. Trainees will also see a demonstration of revalidation.	Provider Enrollment Wizard User Guide
VILT 2 hours	**End-to-End Overview (Provider Enrollment)** This is an introductory course providing an overview of the enrollment process. After completing this course, you have a general understanding of the end-to-end provider enrollment process through a demonstration and will navigate the system to search for and view an Enrollment Application.	Provider Enrollment Wizard User Guide Provider Enrollment Workflow and Screening User Guide
VILT 2 hours 30 minutes	**Provider Management Basics** After completing this course, you will be able to navigate the Provider Management module to search, view and navigate provider data. After a demonstration, trainees will search, view, and navigate the Provider Management module.	Provider Management Manage Data User Guide
VILT 3 hours 30 minutes	**Provider Management Advanced** After completing this course, you will have an advanced knowledge of the Provider Management Module to perform provider management functions. After a demonstration, trainees will search, view, and navigate the Provider Management module, as well as update provider data.	Provider Management Manage Data User Guide Provider Management Workflow and Screening User Guide
VILT 4 hours	**Provider Enrollment Workflow** After completing this course, you will have an understanding of the workflow and provider screening processes used to complete a provider enrollment application. Trainees will replicate the steps to perform the screening processes and will process an enrollment application.	Provider Enrollment Workflow and Screening User Guide

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Course Type and Expected Duration	Course Title and Objectives	Supporting Training Materials
VILT 1 hour 30 minutes (if Provider Enrollment Workflow is prereq)	**Provider Management Workflow** After completing this course, you will have an understanding of the workflow and provider screening processes used to complete provider maintenance updates that require review.	Provider Management Workflow and Screening User Guide Provider Management Manage Data User Guide Provider Portal User Guide
VILT 1 hour	**Provider Management Scheduled Processes** After completing this course, you will have an understanding of the Provider Management scheduled processes.	Scheduled Processes User Guide
VILT 1 hour	**Provider Management Letters and Reports** After completing this course, you will be able to view examples of letters and reports used in Provider Management.	Letters and Reports User Guide
VILT 2 hours	**Introduction to Provider Enrollment – Providers** This course introduces the provider enrollment process, identifies the different enrollment types, and provides guidance on the documentation that providers need to prepare prior to enrolling. Then, it shows an overview of what the provider enrollment application looks like and how to submit an enrollment. It also identifies the available training resources.	Provider Enrollment Wizard User Guide
VILT 1 hour 30 minutes *Designed to be DMAS-focused	**Provider Portal Overview** After completing this course, you will have an understanding of how to navigate the Provider Portal and perform queries, maintenance, and delegate management.	Provider Portal User Guide
VILT 45 minutes *Designed to be MCO-facing *Additional DMAS-focused sessions may be added	**MCO Portal Overview** After completing this course, you will have an understanding of how to navigate the MCO Provider Portal and perform business transactions. Trainees will navigate the MCO Portal to view and manage an MCO account.	MCO Portal User Guide

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Course Type and Expected Duration	Course Title and Objectives	Supporting Training Materials
45 minutes	**Introduction to Provider and MCO Portal Delegate Management** This virtual informational session is for Provider and/or MCO Portals roles who set up delegate role assignments.	MCO Portal User Guide Provider Portal User Guide
2 hours Designed to be provider-facing	**Introduction to the Provider Portal** This virtual informational session introduces Provider Portal registration and the functions, features, and basic navigation withing the Provider Portal. It also identifies where to manage provider information.	Provider Portal User Guide
Video 30 minutes	**Provider Portal Overview – Providers** After completing this course, Provider Account Holders and Provider Delegates will know how to access and navigate the Provider Portal, maintain provider information, and manage delegates.	Provider Portal User Guide
Video 30 minutes	**MCO Portal Overview – MCOs** After completing this course, MCO analysts and delegates will know how to access the MCO Portal and navigate the MCO Portal to perform business transactions.	MCO Portal User Guide
Video 30 min	**Individual within a Group (IG) Enrollment Overview** This video will walk you through how to enroll a new Individual w/in a group provider	Provider Enrollment Wizard User Guide
Video 30 min	**Individual Enrollment Overview** This video will walk you through how to enroll a new Individual provider	Provider Enrollment Wizard User Guide
Video 30 min	**Ordering/Rendering/Prescribing (ORP) Enrollment Overview** This video will walk you through how to enroll a new OPR provider	Provider Enrollment Wizard User Guide
Video 30 min	**Group Enrollment Overview** This video will walk you through how to enroll a new Group provider	Provider Enrollment Wizard User Guide
Video 30 min	**Facility Enrollment Overview** This video will walk you through how to enroll a new Facility provider	Provider Enrollment Wizard User Guide
Video 30 min	**Atypical Enrollment Overview** This video will walk you through how to enroll a new Atypical provider	Provider Enrollment Wizard User Guide

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Course Type and Expected Duration	Course Title and Objectives	Supporting Training Materials
Video 15 minutes	**Enrollment Revalidation – Providers** After completing this course, Providers will know how to revalidate their enrollments.	Provider Enrollment Wizard User Guide

3.1.7 Training Tools

Gainwell utilizes a team of qualified learning and development professionals to create training materials that support the new system. The following tools will be used to support the design and development of training materials:

Table 3-2: Training Material Tools

Training Tool	Training Tool Use
Adobe Acrobat Reader	Used to create non-editable versions of other materials such as MS Word.
Adobe Captivate	Used to create the content for video trainings.
MS Excel	May be used to capture information related training data and scenarios. Also used to capture comments based on reviews of training materials.
MS Office Word	Used to create much of the supporting documentation available to participants during training.
MS Office PowerPoint	Used to create presentation (i.e. slide shows).
MS Outlook	Used to schedule meetings and generate emails. Emails provide notification regarding review meetings, materials ready for review, and materials ready to be reviewed and approved. Other email software may also be used.
SharePoint	Used to store draft and final versions of Gainwell materials as they go through the delivery and review process. DMAS or Training may store versions in additional locations for end-user accessibility.
Additional software as needed	Additional software may be used for development and maintenance of VILT and video courses. Examples would be SnagIt or other editing tools used to create desired look-and-feel of materials.

3.2 Training Environment

Gainwell provides a nonproduction designated Training Environment that enables end-users to test and manipulate data to gain a solid understanding of the new PRSS. Gainwell will load sample de-identified data to support training examples.

The environment will be used in the core courses and specialized training sessions that require system interaction. The participants will access this environment using their computer. The Training Environment is a copy of the PRSS production environment and provides the participants the opportunity to navigate through the system, access the system panels, and practice using the panels to complete tasks. Gainwell will create sample accounts for

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participants to access the training environment during training sessions. Passwords for sample accounts will be updated weekly. Providers will not have direct access to the PRSS Training Environment; provider trainings will be demonstration only.

Utilizing a designated Training Environment for end-user training allows trainers to demonstrate system functionality in a tangible rather than conceptual way, and for employees to gain hands-on experience, as applicable, in the new environment so they can be ready for Go-Live.

To ensure that the Training Environment is fully tested prior to end-user training and to provide timely Train-the-Trainer training, Train-the-Trainer training will be conducted in an existing PRSS environment, to be determined by Gainwell. DMAS/Training trainers will be given access to the environment that will be used for Train-the-Trainer to practice in the system and prepare for their dry runs.

3.3 Training Evaluation

Training effectiveness is carefully monitored throughout the life of the training program. With the implementation of PRSS training, the attendees are asked to evaluate the effectiveness of the training attended. These evaluations are used by our training manager, the individual trainers, and DMAS to assess the effectiveness of the training and the associated training materials.

Evaluations for end-user training are managed by Training and results should be shared with Gainwell to provide insight into PRSS training improvements. Evaluations should cover the effectiveness of the instructor, effectiveness of the instructional materials, the appropriateness of reference materials, and the level of training retention following training completion. Results are compiled from the returned evaluation forms and are used to determine if additional changes are necessary to ensure effective training.

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Appendix A:Acronyms

The following table lists and defines the acronyms that pertain to this document.

Acronym	Definition
ADDIE	Analysis, Design, Development, Implementation, and Evaluation
DDI	Design, Development, Implementation
DMAS	Department of Medical Assistance Services
IG	Individual within a Group
ILT	Instructor Led Training
MCO	Managed Care Organization
MES	Medicaid Enterprise System
MMIS	Medicaid Management Information System
MS	Microsoft
ORP	Ordering/Rendering/Prescribing
PC	Personal Computer
PHI	Protected Health Information
PRSS	Provider Services Solution
RFP	Request for Proposal
SME	Subject Matter Expert
UAT	User Acceptance Testing
VILT	Virtual Instructor Led Training

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Proposal Appendix 2. Sample Monthly Status Report

Dashboard

Gainwell Technologies
June 2024

gainwell®

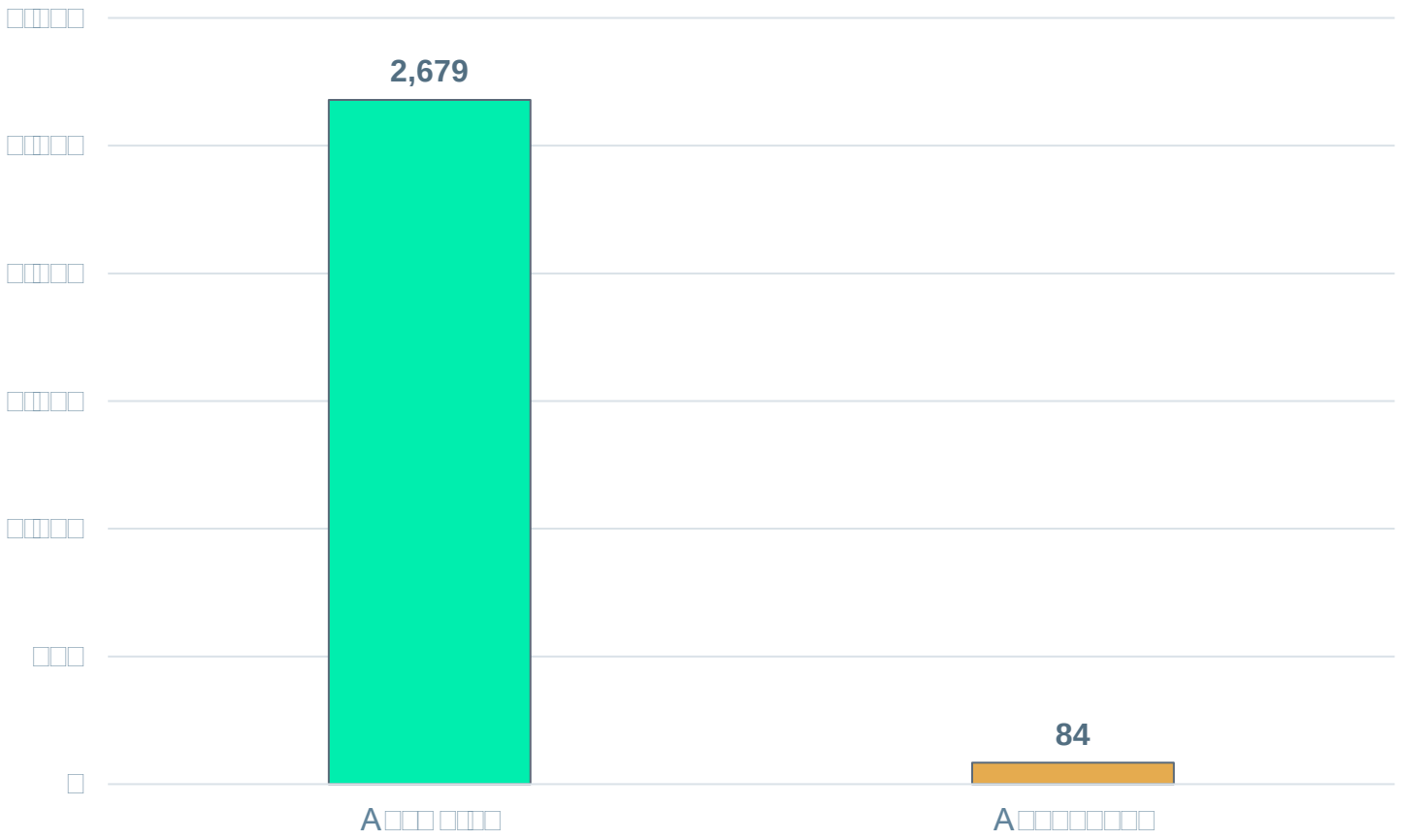
App2.1

Provider Services

App2.2

Call Center Metrics

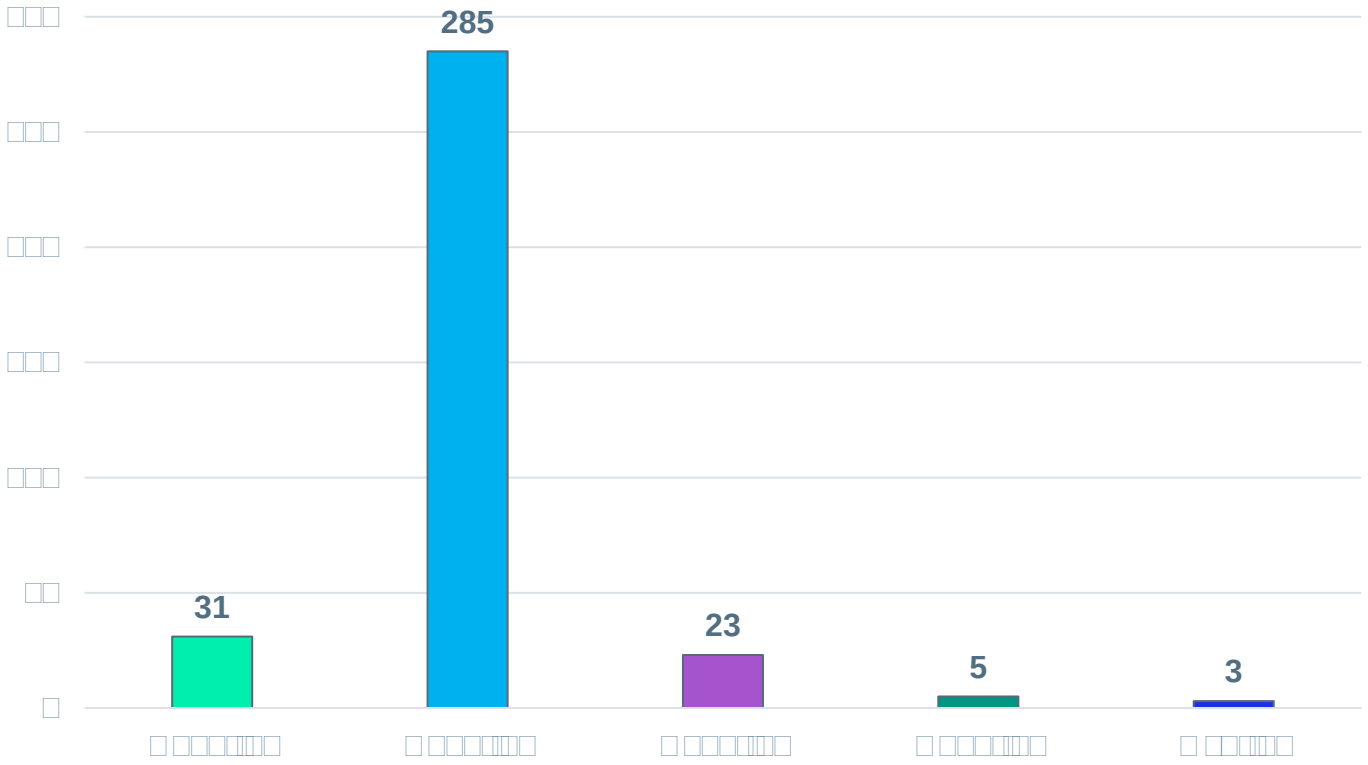
June 2024



Provider Management Module Enrollment

June 2024

Applications Completed

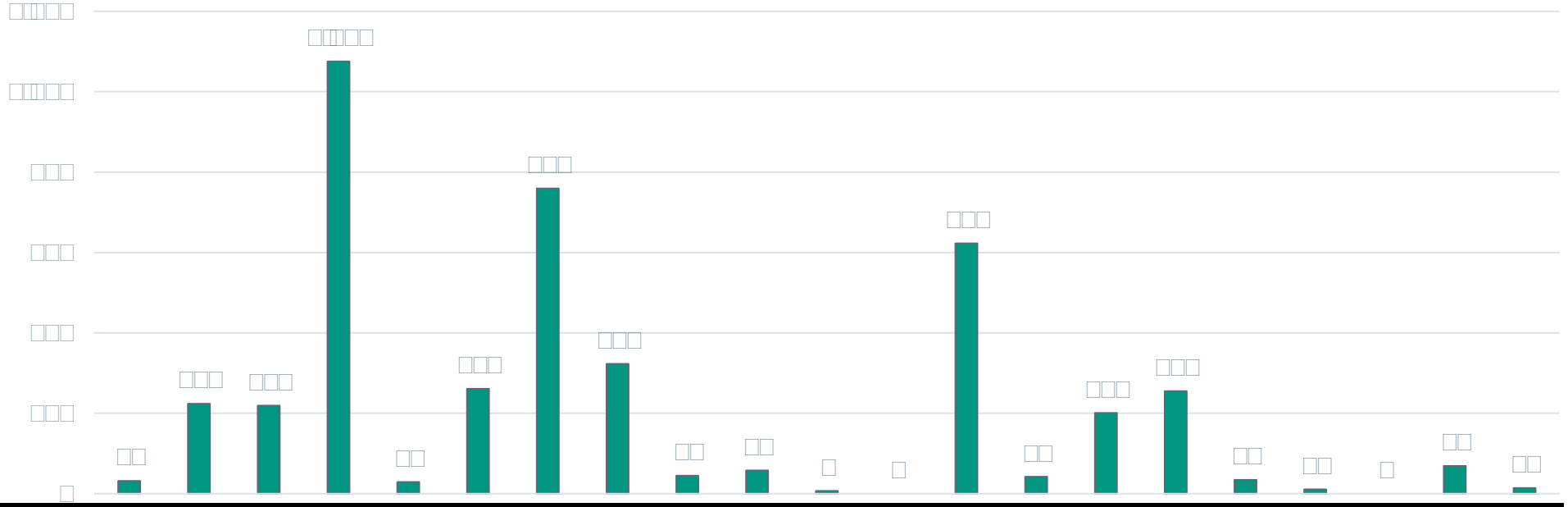


Total - 347
Total apps outside SLA: 0

Applications over 60 days

Phone Log Totals by Question Type

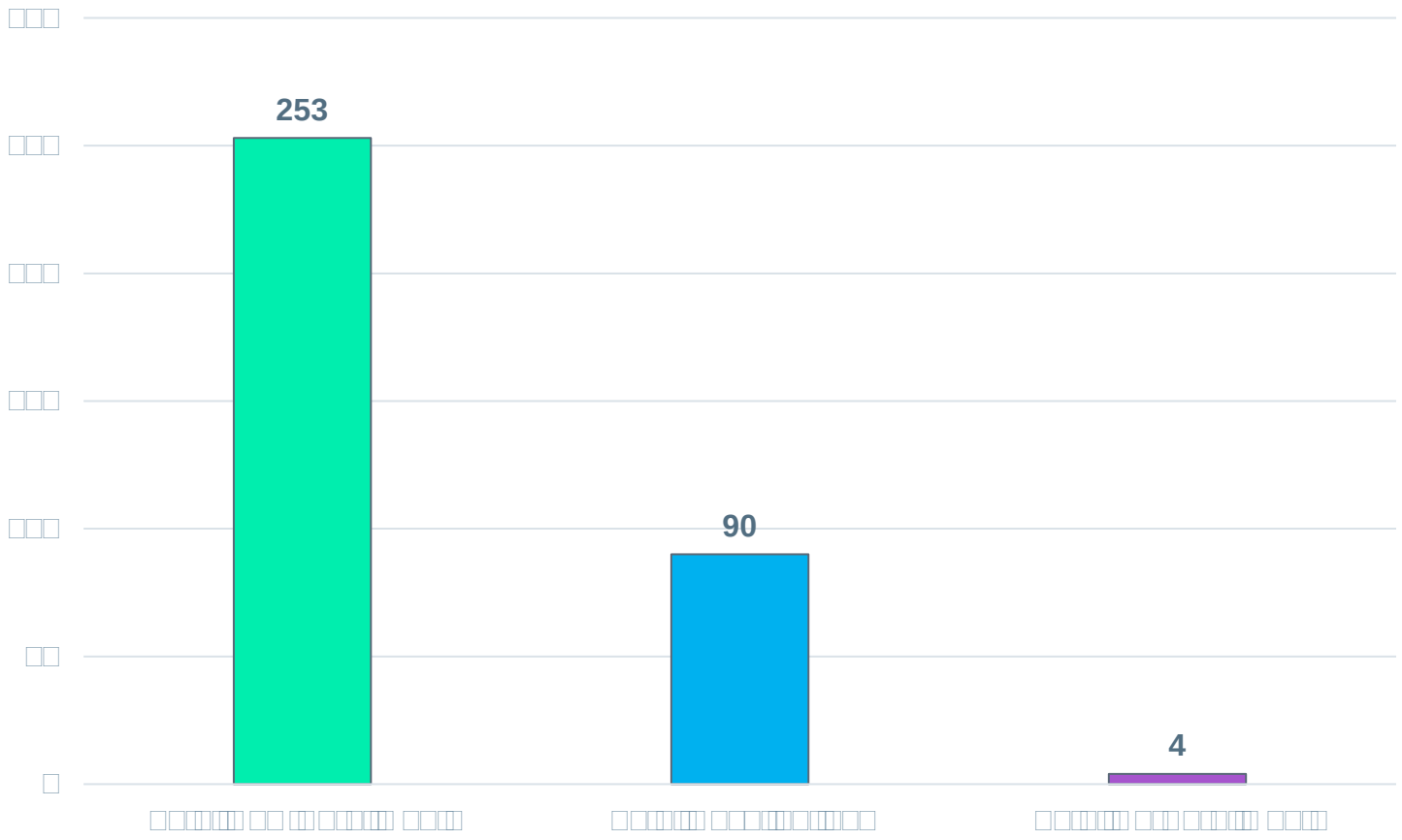
June 2024



[redacted]

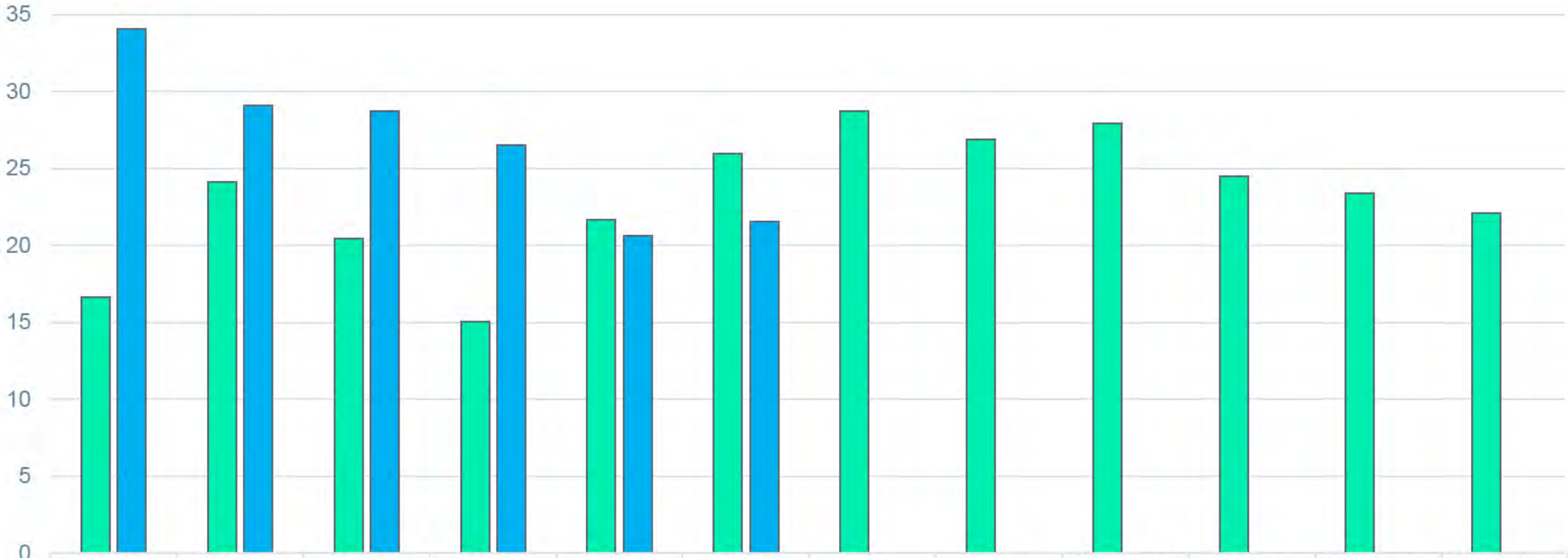
Enrollment Type Totals

June 2024



Average Number of Days to Enroll

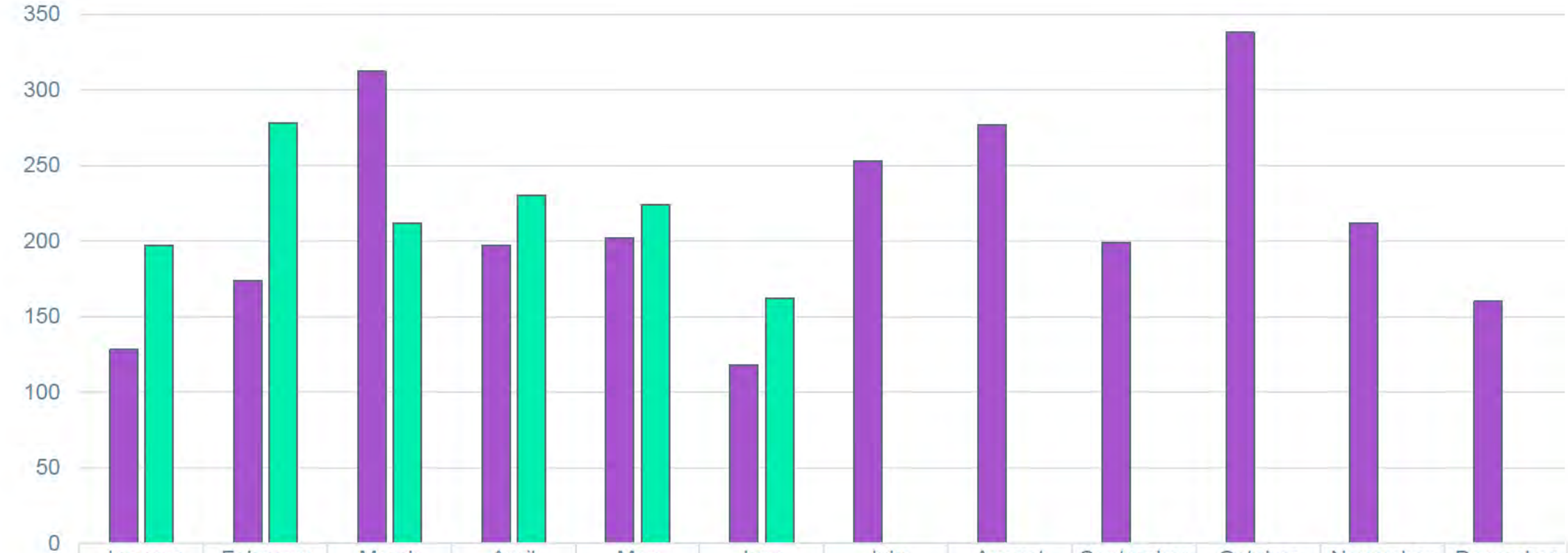
12 Month Summary (2023-2024)



	January	February	March	April	May	June	July	August	September	October	November	December
2023	16.64	24.1	20.45	15.01	21.67	25.98	28.72	26.88	27.91	24.5	23.4	22.07
2024	34.06	29.09	28.75	26.54	20.63	21.54						

Number of Applications RTP (Returned to Provider)

12 Month Summary (2023-2024)



	January	February	March	April	May	June	July	August	September	October	November	December
2023	128	174	312	197	202	118	253	277	199	338	212	160
2024	197	278	212	230	224	162						

Thank you.

Proposal Appendix 4. Attachment L – Technology Matrix

Attachment L - Technology Matrix

Attachment L - Technology Matrix represents the technology being proposed by Offeror including product type, operating system, licensing, number of seat(s), hosting strategy, cost information and renewal information. The Offeror must provide the detailed hardware and software information for each applicable row using the values defined in the Legend below. The Offeror must include the costs for each component including all ongoing costs and annual maintenance costs detailed in the Technology Matrix. The costs outlined in the Technology Matrix must be included the appropriate Attachment G - Pricing Schedules. If the DDI duration extends beyond one year, the offeror should include the additional maintenance cost in the DDI Maintenance Cost column.

Complete a row for any solution being proposed. Every column should be filled out for the solution.

The Offeror shall only use the values detailed below in the matrix for each column. Each column will have only one value.

All rows must have responses in each of the columns.

Legend
Product Type
SaaS
PaaS
COTS
OS
CS
ND
Operating System
W
L
U
O
M
Licensing
P
S
O
F
N
User Licensing
Note:
V
E-
U
Number of Seats
#x
N/A
Hosting
T
V
O
Security Tested

Attachment L - Technology Matrix

Attachment L - Technology Matrix represents the technology being proposed by Offeror including product type, operating system, licensing, number of seat(s), hosting strategy, cost information and renewal information. The Offeror must provide the detailed hardware and software information for each applicable row using the values defined in the Legend below. The Offeror must include the costs for each component including all ongoing costs and annual maintenance costs detailed in the Technology Matrix. The costs outlined in the Technology Matrix must be included the appropriate Attachment G - Pricing Schedules. If the DDI duration extends beyond one year, the offeror should include the additional maintenance cost in the DDI Maintenance Cost column.

Complete a row for any solution being proposed. Every column should be filled out for the solution.

The Offeror shall only use the values detailed below in the matrix for each column. Each column will have only one value.

All rows must have responses in each of the columns.

YP - Yes Penetration Testing last 12 months
YV - Yes Vulnerability Testing last 12 months
N - No Security Testing last 12 months
NA - This is not a Functional or Technical Requirement
Purchase Cost
Enter the cost of initial purchase and first year of maintenance for each row. These costs must be included in Attachment G, Pricing Schedule B.
DDI Maintenance Cost
Enter the total maintenance cost **(excluding the first year of maintenance)** for DDI for each row. These costs must be included in Attachment G, Pricing Schedule B.
Operations Annual Maintenance Cost
Enter the cost of ongoing annual maintenance for each row. These costs must be included in Attachment G, Pricing Schedule C.
Renewal Date
Enter the Renewal Date (if applicable) for each row.
NA-Renewal Date not applicable
Renewal Period
Enter the total Renew Period and specify the period is measured in years or months.
NA-Renewal Period not applicable
If the solution proposed 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.

Attachment L - Technology Matrix

Complete a row for any solution being proposed. Every column should be filled out for the solution. The values are on the Legend tab.

Technology Matrix																				Will be Implemented in				
Technology Type	Hardware Software Other	Product Name	Full Version	Product Type	Operating System	CPU Type	Number of CPUs/ Cores	GB of Memory	Licensing	User Licensing	Number of Seats	Hosting	Security Tested	Purchase Cost	DDI Maintenance Cost (annual)	Monthly Maintenance Cost	Operations Annual Maintenance Cost	Renewal Date	Renewal Period	Prod	Dev	Test	Staging	Other
	Hardware	[redacted]		PaaS	M	varies	varies	variable	N	E	NA	T	YP, YV	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	PaaS supporting Gainwell SaaS offering
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	YP, YV	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Right to use as part of Gainwell SaaS offering
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	YP, YV	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Right to use as part of Gainwell SaaS offering
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	YP, YV	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Right to use as part of Gainwell SaaS offering
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	YP, YV	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Right to use as part of Gainwell SaaS offering
	Other			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Right to use as part of Gainwell SaaS offering
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based					Used by Gainwell
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based					Used by Gainwell
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Right to use as part of Gainwell SaaS offering
	Software			SaaS	L	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Right to use as part of Gainwell SaaS offering
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Right to use as part of Gainwell SaaS offering
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Right to use as part of Gainwell SaaS offering
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Gainwell Managed File Transfer capabilities
	Software			SaaS	O	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Gainwell Managed File Transfer capabilities
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Right to use as part of Gainwell SaaS offering
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Agents used by Gainwell for security monitoring
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Agents used by Gainwell for security monitoring
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Agents used by Gainwell for security monitoring
	Software			SaaS	M	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Agents used by Gainwell for security monitoring
	Software			SaaS	M	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Agents used by Gainwell for security monitoring
	Software			SaaS	M	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Right to use as part of Gainwell SaaS offering
	Software			SaaS	NA	NA	NA	NA	S	NA	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Gainwell AI for Chat interactions
	Software			OS	O	NA	NA	NA	S	NA	NA	T	Y	N/A	N/A	N/A	N/A	Contract Based	Contract Based			Y		Testing tool; used by Gainwell
	Software			OS	O	NA	NA	NA	S	NA	NA	T	Y	N/A	N/A	N/A	N/A	Contract Based	Contract Based			Y		Testing tool; used by Gainwell
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based					Used by Gainwell
	Software			SaaS	W	SaaS	SaaS	SaaS	N	E	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based					Used by Gainwell

Note: **The term "Bundled" indicates that the costs are combined with the overall solution being provided by Gainwell. Any costs and licenses required are managed directly by Gainwell and are not transferrable.**
The term "Contract Based" indicates that the dates for renewal are tied directly to the contractual terms as agreed to between Gainwell and the state agency awarding the contract.
Y in Security Indicates the solution has been tested in the Gainwell environment
Gainwell reserves the right to replace System technology (or parts thereof) with different technology provided functionality, as required by the RFP, is not materially affected.

Option A - Attachment L - Technology Matrix

Complete a row for any solution being proposed. Every column should be filled out for the solution. The values are on the Legend tab.

Technology Matrix																				Will be Implemented in				
Technology Type	Hardware Software Other	Product Name	Full Version	Product Type	Operating System	CPU Type	Number of CPUs/ Cores	GB of Memory	Licensing	User Licensing	Number of Seats	Hosting	Security Tested	Purchase Cost	DDI Maintenance Cost (annual)	Monthly Maintenance Cost	Operations Annual Maintenance Cost	Renewal Date	Renewal Period	Prod	Dev	Test	Staging	Other
	Software	Gainwell Provider Portal (from Base - used to support Option A)		SaaS	M	SaaS	SaaS	SaaS	N		NA	T	YP	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Right to use as part of Gainwell SaaS offering
	Hardware	Gainwell AWS Cloud Environment		PaaS	M	varies	varies	variable	N		NA	T	YP	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	PaaS supporting Gainwell SaaS offering

Note: For Option A - the Base system provides the technology to support the expanded functionality as required for Option A - the above listings are for informational purposes only
The term "Bundled" indicates that the costs are combined with the overall solution being provided by Gainwell. Any costs and licenses required are managed directly by Gainwell and are not transferrable.
The term "Contract Based" indicates that the dates for renewal are tied directly to the contractual terms as agreed to between Gainwell and the state agency awarding the contract.
Gainwell reserves the right to replace System technology (or parts thereof) with different technology provided functionality, as required by the RFP, is not materially affected.

Option B - Attachment L - Technology Matrix

Complete a row for any solution being proposed. Every column should be filled out for the solution. The values are on the Legend tab.

Technology Matrix																				Will be Implemented in				
Technology Type	Hardware Software Other	Product Name	Full Version	Product Type	Operating System	CPU Type	Number of CPUs/ Cores	GB of Memory	Licensing	User Licensing	Number of Seats	Hosting	Security Tested	Purchase Cost	DDI Maintenance Cost (annual)	Monthly Maintenance Cost	Operations Annual Maintenance Cost	Renewal Date	Renewal Period	Prod	Dev	Test	Staging	Other
	Other	[redacted]		PaaS	NA	NA	NA	NA	S	NA	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Omnichannel telephony/chat platform
	Software	[redacted]		COTS	W	SaaS	SaaS	SaaS	S	NA	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Call Recording, forecasting, and scheduling; used by Gainwell
	Software	[redacted]		SaaS	W	SaaS	SaaS	SaaS	S	V	3	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	The CRM tool for the Provider Call Center
	Hardware	[redacted]		ND	NA	NA	NA	NA	NA	NA	NA	O	NA	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Used by Gainwell staff
	Software	[redacted]		SaaS	NA	NA	NA	NA	S	NA	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Gainwell AI for Voice & Agent Assisted Chat
	Software	[redacted]		PaaS	W	varies	varies	variable	N	NA	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Agent Desktop; Used by Gainwell staff
	Software	[redacted]		SaaS	M	varies	varies	variable	E	NA	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Learning Management System
	Software	[redacted]		COTS	W	SaaS	SaaS	SaaS	S	NA	NA	T	Y	Bundled	Bundled	Bundled	Bundled	Contract Based	Contract Based	Y	Y	Y	Y	Call Recording, forecasting, and scheduling; used by Gainwell

Note: For Option B, the technology offerings are mostly dependent on Base Technologies for data exchange that is needed to deliver the Option B services
The term "Bundled" indicates that the costs are combined with the overall solution being provided by Gainwell. Any costs and licenses required are managed directly by Gainwell and are not transferrable.
The term "Contract Based" indicates that the dates for renewal are tied directly to the contractual terms as agreed to between Gainwell and the state agency awarding the contract.
The number of seats is the total allotted to the State
Gainwell reserves the right to replace System technology (or parts thereof) with different technology provided functionality, as required by the RFP, is not materially affected.

Proposal Appendix 5. RFQ Appendix H – Trade Secret Confidential Proprietary Information Notice Form

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth will not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, 65 P.S. §§ 67.101—67.3104, or laws relating to trade secret or confidential proprietary information.

Name of submitting party: Gainwell Technologies LLC

Contact information for submitting party:

Sam Rashdan
(608) 684-0300
sam.rashdan@gainwelltechnologies.com

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Gainwell is submitting a proposal, technical submittal and NASPO Attachment G, Pricing Schedule, for the Provider Services Module RFQ issued by the Department of Human Services, Bureau of Procurement and Contract Management.

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Gainwell is submitting a proposal for the Provider Services Module RFQ PA 01-23 issued by the Department of Human Services, Bureau of Procurement and Contract Management.

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: (***Note****: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section* 708(b)(26) *of the Right-to-Know Law*, 65 P.S. 67.708(b)(26)).

☐ **No information has been included that I believe is exempt from public disclosure.**

☑ **Information has been included that I believe is exempt from public disclosure.**

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost response.
- Information submitted as part of a vendor's technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor's technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

Page Number	Description	Explanation
1/234/236	Appendix D/Lobbying Certification Form/Worker Protection and Investment Certification Form	Gainwell's CEO signature is confidential. Disclosure of this information will harm Gainwell by potentially allowing improper actors to gather sensitive personal history information for improper hacking or social engineering attempts, causing substantial economic harm to Gainwell and/or the individuals whose signature is included in this section. Furthermore, the public interest in withholding such confidential information outweighs the public interest in disclosing such information. According to 65 P.S. § 67.708(b)(11) this proprietary information is not subject to the Pennsylvania Right To Know Law.
III-1.4; III-1.6; III-1.9	III-2. Qualifications	Information regarding Gainwell's past contracts is confidential information to Gainwell. Disclosure of this confidential information could also compromise the confidentiality of our clients' confidential information or cause competitive harm to Gainwell. According to 65 P.S. § 67.708(b)(11) this proprietary information is not subject to the Pennsylvania Right To Know Law.
III-2.1	III-2. Qualifications	Information regarding Gainwell's past contracts is confidential information to Gainwell. Disclosure of this confidential information could also compromise the confidentiality of our clients' confidential information or cause competitive harm to Gainwell. According to 65 P.S. § 67.708(b)(11) this proprietary information is not subject to the Pennsylvania Right To Know Law.
III-2.2-III-2.4; III-2.7-III-2.9	III-2. Qualifications	Information about Gainwell' clients include descriptions of components of our solution and services that are proprietary to Gainwell and from which it derives a benefit by such information not being known by others. Gainwell has invested extensive financial, technical, and staff resources to develop its solutions, processes, and approaches, and to ensure that they are not generally known outside of Gainwell and cannot be easily duplicated without access to such information. Disclosure of this confidential information could also compromise the confidentiality of our clients' confidential information. According to 65 P.S. § 67.708(b)(11) this proprietary information is not subject to the Pennsylvania Right To Know Law.
III-2.5-III-2.7	III-2. Qualifications	Information concerning Gainwell' staffing approach is Gainwell confidential information from which Gainwell derives a benefit by keeping it unknown to others. Gainwell has invested extensive financial, technical, and staff resources to develop its solutions, processes, and approaches, and to ensure that they are not generally known outside of Gainwell and cannot be easily duplicated without access to such information. Disclosure of our unique and innovative trade secrets would cause substantial injury to our competitive position. Furthermore, the public interest in withholding such confidential and proprietary information outweighs the public interest in disclosing such information. According to 65 P.S. § 67.708(b)(11) this proprietary information is not subject to the Pennsylvania Right To Know Law.

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

	President & CEO	2/6/2025
Signature	Title	Date

Trade Secret/Confidential Proprietary Information Notice
RFQ Attachment H Form—attachment pages
Gainwell Technologies LLC response to RFQ #PA 01-23
February 7, 2025

Page Number	Description	Explanation
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

Trade Secret/Confidential Proprietary Information Notice
RFQ Attachment H Form—attachment pages
Gainwell Technologies LLC response to RFQ #PA 01-23
February 7, 2025

Page Number	Description	Explanation
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[illegible]	[illegible]	[illegible]

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February 7, 2025

Page Number	Description	Explanation
		[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Page Number	Description	Explanation
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[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Page Number	Description	Explanation
		[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Page Number	Description	Explanation
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[redacted]	[redacted]	[redacted]

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Page Number	Description	Explanation
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[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Page Number	Description	Explanation
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[redacted]	[redacted]	[redacted]

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Page Number	Description	Explanation
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

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Page Number	Description	Explanation
		[redacted]
[redacted]	[redacted]	[redacted]

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February 7, 2025

Page Number	Description	Explanation
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Trade Secret/Confidential Proprietary Information Notice
RFQ Attachment H Form—attachment pages
Gainwell Technologies LLC response to RFQ #PA 01-23
February 7, 2025

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Exhibit 5 – Revised Requirements Matrix

Appendix V - Requirements Response Matrix

Instructions: [illegible]

Notes: [illegible]

[illegible]

Legend	
General Status	
A	[illegible]
B	[illegible]
C	[illegible]
D	[illegible]
E	[illegible]
F	[illegible]
G	[illegible]
NA	[illegible]
Production Status	
S1	[illegible]
S2	[illegible]
S3	[illegible]
S4	[illegible]
S5	[illegible]

Appendix V - Requirements Response Matrix

Instructions: [illegible]

Notes: [illegible]

A [illegible]

Legend
NA [illegible]
Product Type
SaaS [illegible]
PaaS [illegible]
COTS [illegible]
OS [illegible]
CS [illegible]
NA [illegible]
Hosting
T [illegible]
V [illegible]
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NA [illegible]

Requirement Section	Requirement ID	Req. Language	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
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[illegible]	[illegible]	[illegible] Unused system enhancement pool hours for each [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
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Self-Service View, Upload and [illegible]AA[illegible]	[illegible]	[illegible]AA[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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Requirement Section	Requirement ID	Req. Language	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
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[illegible]	[illegible]	[illegible] 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 [illegible]	A[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
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[illegible]	[illegible]	[illegible] a. Plug-in/double-jack monitoring, b. Silent monitoring, c. Record and review, d. Voice and screen/multi-media monitoring [illegible]	A [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
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[illegible]	[illegible]	[illegible] a. Plug-in/double-jack monitoring, b. Silent monitoring, c. Record and review, d. Voice and screen/multi-media monitoring [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible] A [illegible] A [illegible] A [illegible] Unused system enhancement pool hours for [illegible] A [illegible] A [illegible] A [illegible]	A [illegible]	[illegible]	A [illegible]	A [illegible]	A [illegible]	
[illegible]	[illegible]	[illegible]	A [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

		Conducting the initial assessment to verify Verifying operational status; and Confirming final determination of provider						
		Receive, review and verify provider Verify provider data against Provider Notify providers to request additional Determine provider status; Update provider record with all necessary Process and store provider agreements; Send financial enrollment data to State's Activate provider enrollment for Review provider information maintenance Verify provider changes prior to updating the						
		Document Management and Workflow Provider Data Management Provider Support Services (training and site Provider Enrollment Call Center Financial Enrollment Process coordination						

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Requirement Section	Requirement	Core S	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
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		in a user-friendly graphical user interface (GUI) that	A					
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[illegible]	[illegible]	[illegible] implementation regulations thereunder. Under the [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
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[illegible]	[illegible]	[illegible] implemented are in compliance with any End User [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
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		a. Architecture/hosting operations. b. Monitoring daily operations performance. c. Performing routine maintenance. d. Maintaining user documentation. e. Online help approach and documentation, as f. Configuration and change management. g. Approach to enhancements and other new h. Maintaining system documentation. i. Maintaining training documentation. j. Archiving requirements. k. Tasks, timelines, and responsible parties for design and l. Reporting status against relevant Service Level m. Schedule of major and minor releases.						
		The SDD describes design goals and considerations, The SDD documents and tracks the necessary information • A description of each component, their purpose, including						

		a. Approach and tools utilized to assign, identify, b. Approach to defect severity categorization using an c. Approach to reporting and documenting defects. d. Describe how the Contractor will work collaboratively e. Describe the defect management processes related to f. Describe the defect management processes after						
		d. Approach for supporting UAT.						

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		- Approach to prioritizing, tracking, escalating, - Approach to documenting, reporting, and resolving - Approach to impact analysis.	A	A	A	A	A	
			A	A	A	A	A	
			A	A	A	A	A	
			A	A	A	A	A	
		The Contractor shall provide a User Interface Style Guide or interfaces. The User Interface Style Guide must a. User ability to customize or make adjustments (e.g. b. Users utilizing scripting languages and/or assistive c. User Interface organization so documents are readable d. User Interfaces identifying row and column headers for e. User Interfaces informing users when a timed response is f. User Interfaces providing a method that permits users to g. User Interfaces provide text titles for frames to facilitate h. User Interfaces use markup to associate data cells and	A	A	A	A	A	
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		. Content security policy enforcement, such as unusual document access activity and sharing of documents with sensitive information of uploads/downloads of prohibitive data.	A					
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		User Documentation, Business Rules Catalog, and Training	A					
		Documentation, User Documentation, Business Rules	A		A	A	A	A
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		reviewed on a quarterly basis at a minimum. User accounts	A		A	A		
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	SUB04		A	A	A	A	A	
	SUB05	Subcontractor Usage Report on the use of subcontractors	A	A	A	A	A	
	SUB06	A A A AA A A AA	A	A	A	A	A	
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		from performing required testing. Unless otherwise identified	A					
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		The Contractor shall ensure, in order to release code to UAT • Critical: 100% have been resolved.	A					
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		The Department plans to perform UAT on all software Department's ability to conduct continuous UAT in a	A					
		The Contractor shall facilitate UAT as follows: a. Provide test cases and scripts from previous test b. Assist the Department in developing UAT test cases. c. Provide a dedicated UAT environment to the support continuous UAT throughout design, configure/build	A					
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		The Contractor's Performance and UAT test environments	A					
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		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						
		friendly Graphical User Interface (GUI) for process						

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	A	located in the continental United States (which includes A accessible by resources within the continental United States	A	A	A	A		
	A	1. Daily incremental backups with retention of sixty-one 2. Weekly incremental backups with retention of twelve 3. Monthly full backups with retention of eighteen (18) 4. Annual full backups with retention of ten (10) years.						A
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Exhibit 6 – Revised Master Agreement Appendix B – Performance Standards

Appendix B - Performance Standards

ID	Performance Standards	Liquidated Damages	Clarifications
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 SLA67).	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.	
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.	
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.	
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 Service Level Agreement (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.	

Appendix B - Performance Standards

ID	Performance Standards	Liquidated Damages	Clarifications
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.	
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.	

ID	Performance Standards	Liquidated Damages	Clarifications
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.	
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.	
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	

ID	Performance Standards	Liquidated Damages	Clarifications
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.	
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.	

ID	Performance Standards	Liquidated Damages	Clarifications
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.	
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.	

ID	Performance Standards	Liquidated Damages	Clarifications
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.	
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.	
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.	

Appendix B - Performance Standards

ID	Performance Standards	Liquidated Damages	Clarifications
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).	For PA, the time zone will be Eastern Standard Time (EST).
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.	
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%).	
SLA74	Contractor shall process to completion all approved provider enrollment financial information documents into the applicable state financial system e.g., 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%).	For PA, the state financial system is Pennsylvania Online Financial System.
SLA75	Contractor shall process to completion 100% of all approved provider enrollment financial information documents into the applicable state financial system e.g., 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., Wyoming Online Financial System (WOLFS), within two (2) business days.	For PA, the state financial system is Pennsylvania Online Financial System.
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.	
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.	

ID	Performance Standards	Liquidated Damages	Clarifications
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%).	
SLA80	Contractor shall ensure researched and resolved Tax Identification Number (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%).	
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.	
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.	
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.	
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.	
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%).	
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.	

Appendix B - Performance Standards

ID	Performance Standards	Liquidated Damages	Clarifications
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.	
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.	
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.	
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 Full Time Equivalent (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.	

ID	Performance Standards	Liquidated Damages	Clarifications
SLA92	Contractor's Call Center staff shall notify the provider of discrepancies within one (1) business day of any discrepancies identified regarding the Backup Withholding "B" notices, 1099s, including Federal Employee Identification Numbers (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 State Auditor's Office (SAO) and Inernal Revenue Service (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. □ □	For PA, the state financial system is Pennsylvania Online Financial System.
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.	
SLA101	Contractor's Solution shall have Availability 99% of the time, 24 hours a day, seven days a week, excluding Department approved planned Downtime and be reported via a performance monitoring dashboard. 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	
PA SLA01	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 Key Personnel and Resources requirement KR34 in the PMM Requirements Response Matrix.	Liquidated damages: $500.00 per Business Day after 10 consecutive Business Days a Key Personnel position is vacant without a qualified substitute.	
PA SLA02	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/Application Programming Interfaces (APIs). All Specifications must be tested through the use of testing procedures, verification procedures and other testing methodologies identified in Technical Submittal Part 5, Section E. Testing of the Request for Quote (RFQ) 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.	

ID	Performance Standards	Liquidated Damages	Clarifications
PA SLA03	Contractor must ensure all production reports will be available on line for review by the Department pursuant to the following schedule: - Following the initial implementation, the Monthly Operations report is waived until five business days following the last day of the first full month of operations. - Weekly reports are due by 12:00PM EST of the first business day of the following week. - Monthly reports are due by 8:00AM EST of the fifth business day of the following month. - Annual reports are due by 8:00AM EST of the first business day of the second month of the following year.	Liquidated Damages: $500.00 per day per report beyond the Performance Standard.	
PA SLA04	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: For failure to meet the Performance Standard timeframe, liquidated damages shall be applied as specified below: Up to $10,000 for failure to meet the 24-hour Point Objective. Up to $10,000 for failure to meet the 3-Calendar Day Recovery Time Objective.	
PA SLA05	Contractor shall provide detailed Disaster Recovery Plan test results for an initial and biannually conducted tests which pass a 24-Hour Recovery Point Objective and a 3-Calendar Day Recovery Time Objective.	Liquidated Damages: $1000.00 per each failure beyond the Performance Standard until the detailed Disaster Recovery Plan test results are delivered to the Department.	
PA SLA06	Contractor shall request any planned Downtime due to scheduled upgrades or Maintenance, outside the normal Maintenance Window, to the Department 30 Business Days prior to Downtime. Unless the Department consents, it does not qualify as approved Downtime.	Liquidated Damages: $1,000.00 per each day the request for planned Downtime is past the 30 Business Day notice to the Department.	
PA SLA07	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: - $2,500 per calendar day, or any part thereof, for each of the first ten calendar days. - $5,000 per calendar day, or any part thereof, for each of the next 30 calendar days. - $7,500 per calendar day, or any part thereof, for each additional day.	

Appendix B - Performance Standards

ID	Performance Standards	Liquidated Damages	Clarifications
PA SLA08	Contractor shall have 10 business days to interim fill and 60 calendar days to permanently fill the vacancy with a person possessing the required experience and skills, subject to the DHS Contract Administrator's approval. 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: $500.00 liquidated damages per day for each vacancy caused by a Department request for removal or unplanned loss, with an interim replacement within 10 business days and permanently fill the vacancy within 60 calendar days.	
PA SLA09	Contractor's Solution must have Availability 99.9% 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: For each one-tenth of a percentage point below the System Availability % contracted level of availability of 99.9%, the following liquidated damages whall apply. - Up to $100 for each day backlogged work is not fully resolved after five business days. - Unscheduled downtime in excess of one hour up to five hours in one month may result in the Department assessing up to $250 for each partial or full hour in liquidated damages. - Unscheduled downtime exceeding five hours per month up to 12 hours per month may result in the Department assessing up to $500 for each partial or full hour in liquidated damages. - Unscheduled downtime exceeding 12 hours per month may result in the Department assessing up to $1,000 for each partial or full hour in liquidated damages.	

Exhibit 7 – Approved Key Personnel

Contracts Manager

[redacted]

Experience Summary

[redacted] is a senior IT Delivery leader with 30+ years of global IT and systems experience in the areas of customer service, planning, development, implementation, and integration. His background spans organizational planning, project and program management, and operations. He is highly regarded for his ability to leverage and develop diverse teams that effectively and consistently deliver value to the client. [redacted] is adept at quickly assessing current state, identifying critical issues, and executing a plan to address them and is effective in building relationships inside and outside of the organization to achieve results.

As the proposed Contracts Manager, [redacted] brings extensive experience including Pennsylvania-specific customer service experience, risk management, project tracking and status, metrics-focused oversight, issue tracking and resolution, service level management, and call center management. His experience also demonstrates a strong knowledge of business development, sales support, team building, and people leadership.

Experience

Account General Manager, Gainwell Technologies
2023 – Present

- Account Manager for the Pennsylvania PROMISe account supporting Pennsylvania Department of Human Services (DHS) MMIS since July 2023
- Manage account, including delivery, business process operations management, and infrastructure
- Meet regularly with senior client leadership and participates in project approval and prioritization
- Manage delivery against daily service level agreements (SLAs)
- Provide invoicing and financial management
- Support and maintain a collaborative partnership with client and third parties supporting the Agency
- Lead Gainwell teams to operate with a sense of urgency, accountability, commitment to the customer's success, and continuous improvement

Director Service Delivery, Gainwell
2020 – 2023

- Interim Account Manager role supporting the Louisiana account with focus on improving Provider Operations

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Program Office – Health Plan Issuer/Managed Care Provider
Enterprise Project Office, Business Projects, Caresource
2019 – 2020

- [illegible]
- [illegible]
- [illegible]

US Health and Life Sciences Industry
Project and Program Management Capability Leader, DXC Technology
2017 – 2019

- [illegible]
- [illegible]
- [illegible]
- [illegible]

Banking and Capital Markets – Ally and GM Financial accounts
Application Delivery Leader, Hewlett Packard ES and DXC
2009 – 2017

- [illegible]
- [illegible]
- [illegible]
- [illegible]

- Received Hewlett Packard Enterprise Services MVP Award for delivery

Banking and Capital Markets – Ally Financial
Program Manager, EDS
2004 – 2006

- Managed projects within role in Program Office including System Integration for multivendor projects
- Facilitated project deep dives and oversaw projects return to green
- Managed program scope, quality, risk, and schedule

Solution Centers
Multiple Roles, EDS
1990 – 2004

Solution Centers

- Managed team's application development and maintenance activities for multiple clients in Manufacturing, Federal, and Distribution
- Performed people care leadership functions including coaching, team building, salary administration, performance management, behavioral interviewing, and career planning

Manufacturing and Engineering – General Motors and Delphi

- Worked onsite with multiple levels of the client's organization including Engine and Assembly plants, Engineering Centers, and Headquarters
- Managed various implementations including an engineering application that involved two divisional engineering centers, 13 plant locations, and training for more than 800 users
- Implemented a distributed solution for tracking prototype Supplemental Inflatable Restraints
- Led special projects to implement Organizational CMM SEI re-certification; client process improvement initiatives; consolidation of client Information Processing Center images and software distributions

Training/Education

Degree/Certificate	Institution	Date
Bachelor of Science	Wright State University	
Master of Business Administration	The University of Liverpool	2005

Professional Certifications or Affiliations

- PMI ACP – Agile Certified Practitioner – 2018
- ITIL – Information Technology Infrastructure Library Foundation – 2004
- PMI PMP – Project Management Professional – 2001

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References

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DDI Project Manager

[redacted]

Experience Summary

[redacted] has more than 30 years' experience with healthcare payer and leadership roles. [redacted] focuses her attention on the application of technology to corporate vision. She supports executive leaders in Fortune 100 companies and government agencies in the industries of healthcare payer and credit card services. She leads multidisciplined teams during healthcare systems implementations, driving risk mitigation strategies for operational business readiness.

Areas of Expertise

- Healthcare Payer systems value chain
- Program implementation and management
- Digital transformation
- Provider payment methodologies
- Business operational readiness planning and risk mitigation
- Data management and conversion
- Vendor data management

Experience

Principal Delivery Specialist, Implementation Practice, Gainwell Technologies, Richmond, VA
2024 – Present

- Responsible for functional and technical operational readiness best practice standards and improvements across the Implementation Practice
- Serve as Principal Implementation Practice subject matter expert (SME) and mentor for state Medicaid program projects

Director, Health Sciences Consulting, Cognizant, Virtual, and various locations
2013 – 2024

- Provided broad healthcare payer systems expertise to executive stakeholders as Program Director for multiple clients
- Coordinated with IT teams and established business readiness and implementation plans that provided business continuity during technical upgrades and disruptions
- Served as Program Manager for regional healthcare payer's (Presbyterian Health Plan) transitioning to a new national provider network pricing. Implemented in under six months, resulting in $30M yearly cost savings. Responsible for business and IT implementation's on-time readiness.
- Served as Consulting Director for a commercial Northeastern U.S. healthcare payer, EmblemHealth. Worked with executive stakeholders and multiple consulting teams supporting business operational readiness and risk mitigation for major IT transformation to Facets and other application upgrades with additional transition to

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Implementation Planning Director, SmartPA, Health Management Solutions
Xerox Business Services, (Gov. Systems, formerly ACS), Richmond, VA
2004 - 2013

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Deployment Testing Manager, Unisys, Kentucky MMIS Deployment, Frankfort, KY
2002 – 2004

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Training/Education

Degree/Certificate	Institution	Date
Master of Science, Healthcare Administration (MSHA)	St. Joseph's University, Philadelphia, PA	2013
Bachelor of Science, Management	Bellevue University, Bellevue, NE	2011
Certified Medicaid Professional	MLC (Medicaid Learning Center)	2010
Certificate of Managing Individual and Organizational Change	University of Virginia, Darden School of Business, Charlottesville, VA	2000
Master's Certificate in IT Project Management	George Washington University, Washington, DC	1999

References

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Integration Lead

[redacted]

Experience Summary

[redacted] has more than 25 years' experience working on several Title XIX accounts. He has worked on multiple DDIs, and worked as the lead for Provider, EDI, CTMS, and TPL, and as the Prior Authorization conversion subject-matter expert for the Georgia, Delaware, Nevada, and Alabama interChange implementations.

Experience

Data Conversion Manager and Technical Lead, Gainwell Technologies
April 1999 – Present

- Serve as conversion manager for Missouri Provide + project
- Worked on multiple DDIs, and worked as the lead for Provider, EDI, CTMS, TPL
- Prior Authorization conversion SME for the Georgia, Delaware, Nevada, and Alabama interChange implementations
- Worked on the Nevada XIX takeover project as the technical lead of the Service Manager and Quality Center implementation
- Led the conversion efforts for Virginia Provider Product and Kentucky Essette UM implementations

Training/Education

Degree/Certificate	Institution	Date
Master of Business Administration	California State University at Sacramento	1998
Bachelor of Science	California Polytechnic State University at San Luis Obispo	1995

References

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Certification Lead

[redacted]

Experience Summary

With more than six years of successful experience as the CMS certification lead previously for Kansas and Mississippi and currently for Puerto Rico, [redacted] is helping these states qualify for the CMS Federal Financial Participation (FFP) funds back to day one. In addition, he has 25 years of experience in the healthcare industry.

[redacted] background includes multiple positions where he led teams of technical subject-matter experts and business analysts to deliver reliable, functional, and user-friendly applications and support services for the healthcare and business industries. He has excellent leadership, communication, problem-solving, coordination, and analytical skills that have enhanced his capability to deliver timely and quality business solutions that met external and internal client needs.

Experience

Certification Lead/Advisor Project Manager, Gainwell Technologies
August 2018 – Present

Certification Lead – State of Kansas

- Serve as certification lead for the Medicaid Management Information System (MMIS) upgrade for the State of Kansas
- Verify that MMIS modernization efforts met the CMS certification requirements leading to the State successfully receiving Federal Financial Participation (FFP) funds for both projects. For Stage 1, R3 utilized MECT 2.3. For Stage 2, R2/Operational Readiness Review (ORR) was a hybrid approach using MECT 2.3 and Streamlined Modular Certification (SMC). For Stage 2, Certification Review (CR) was implemented (10/22) using the SMC approach including Conditions for Enhanced Funding (CEF) and the following MES modules: CP, FM, DSS/DW, EPS, MM, PBM, PM, TPL, and PI.

Certification Lead – State of Mississippi

- Serve as certification lead for the MMIS upgrade at the State of Mississippi, which certified the same modules as Kansas. The CR was held 01/24.

Certification Lead – Puerto Rico

- Serve as Gainwell's certification lead for the territory of Puerto Rico certifying the FM module for their Phase 3 implementation
- Facilitate meetings to determine outcomes applicable to the system, associated metrics, evidence files and required artifacts, and assist the Commonwealth in the preparation of these deliverables
- Work with the Commonwealth to prepare for and deliver the CMS Certification ORR and CR demonstrations

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Acting IT Director, Golden Living; Strategic Business Unit
January 2013 – January 2017

- Managed custom application development for multiple business lines supporting more than 300 remote locations
- Directed a team of developers and business analysts working on multiple projects and operations staff
- Served as IT strategic liaison for 360HCS, a healthcare staffing company, and multiple corporate departments
- Served as IT representative for 360HCS implementation for an ERP vendor partner
- Coordinated with prior vendor, new vendor, and internal resources to migrate and decouple their existing enterprise application and replace it with a new solution
- As payroll-based journal project IT lead, worked on a Kronos solution to capture hands-on labor hours to comply with CMS/government regulations
- Functioned as Mobility IT lead and project manager responsible for implementing a mobile device management solution across four business lines
- Functioned as a change agent
- Contributed to the IT Strategic Business Unit's budget and vendor contracts that resulted in cost savings of more than $1 million spanning four years
- Served as vice chair of the Change Advisory Board
- Served as a solution architect of the Goldmine website project for eliminating internal fraud and accounting irregularities

Manager, Golden Living; Strategic Business Unit
May 2005 – June 2013

- Managed application development and support for a new pharmacy business line, AlixaRx
- Assisted IT director with insourcing and managing web development team using VB and ASP in a .Net framework, and our iSeries development team using RPG
- Managed department employees, projects, vendors, and business expectations

Training/Education

Degree/Certificate	Institution	Date
Bachelor of Science	Baylor University	

Professional Certifications or Affiliations

Project Management Professional (PMP), 2017

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Testing Manager

[redacted]

Experience Summary

[redacted] is an experienced testing manager with more than 10 years of experience managing critical phases of testing activities on multiple large-scale systems. [redacted] has served in testing and delivery manager roles for Gainwell. As a testing manager, he is responsible for delivering various test phases for products implemented on Gainwell projects. He creates and manages testing processes, manages risks, and oversees the test strategy planning.

Experience

Testing Manager, Gainwell Technologies
July 2018 – Present

- Deliver System Integration, Regression, and UAT Testing phases of product implementation for various Gainwell projects
- Create and manage testing processes and procedures (Test Strategy, Test Case Creation, Test Execution, Defect Management)
- Manage risks and issues related to testing
- Create Test Plan and Test Strategy for implementation
- Oversee Test Strategy planning for Operations/Maintenance phase of the project
- Produce testing metrics/reports during Test Design, Test Execution, and Defect Management phases of product implementation
- Create burndown charts for Test Design and Test Execution phases of implementation

Delivery Manager, Gainwell
January 2014 – June 2018

- Successfully increased customer satisfaction year over year through innovation and process re-engineering
- Worked with the delivery assurance, client project managers, PMO, and application support mangers to identify/resolve issues that could impact compliance, project scope, budgets, and time frames
- Conducted monthly executive steering committee meetings at the project level
- Provided guidance and mentoring to project leads and team members working on product development and production support teams across three locations in the U.S. and India
- Managed critical phases including testing activities for PeopleSoft HRMS for various clients of Alight Solutions

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Training/Education

Degree/Certificate	Institution	Date
MBA	Shivaji University	1994
Bachelor of Commerce	Osmania University	1992

References

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M&O Project Manager

[redacted]

Experience Summary

[redacted] has more than 30 years' experience working in various roles for large technology companies. He is an experience delivery leader and manager currently serving in these roles at Gainwell. As an account manager, [redacted] manages resources and processes driving team to deliver excellent service for clients. Prior to Gainwell, he worked as a consultant for a variety of clients including Charles Schwab, Dietrich & Company, Truven Health Analytics, McKesson. He also served as a senior manager where he managed development of an enterprise-level application that served WIC clients.

Experience

Account Delivery Leader & Account Delivery Manager, Gainwell Technologies
January 2019 – Present

- Direct the resource management, process management, and service excellence of the account service delivery activities according to service requirements
- Own and oversee delivery components including application development, system administration, operations, and performance monitoring
- Collaborate with Account General Manager in overall account governance
- Provide reporting and monitoring support oversight
- Ensure performance and quality goals are met to the requirements and specifications defined to support the customer
- Establish and maintain plans that define work activities
- Provide monitoring and reporting of the work's progress so that appropriate corrective actions can be taken when the work's performance deviates from the plan
- Establish and maintain the integrity of work products
- Deliver services in accordance with service agreements
- Establish and manage the work and the involvement of the relevant stakeholders according to the organization's set of standard processes
- Establish and maintain standard services in concert with strategic needs and plans
- Analyze, design, develop, integrate, verify, and validate service systems, including service system components, to satisfy existing or anticipated service agreements
- Deploy new or significantly changed service delivery components while managing their effects on ongoing service delivery
- Responsible for service delivery performance measurement and management to achieve service excellence, and contract compliance

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Business Management and IT Consultant, Self-employed
January 2013 – January 2018

[illegible]

Business Work Stream Leader at Charles Schwab, 2017

- [illegible]

Director at Dietrich & Company, 2016

A[illegible]

Senior Project Manager at Truven Health Analytics, 2015

[illegible]

Program Manager at McKesson, 2013 – 2014

[illegible]

Senior Manager/Deputy Project Manager, CSC
January 2009 – January 2013

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Manager, Ernst & Young
January 2008

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Program/Project Manager, IBM
January 1992 – January 2008

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- Led cross-functional teams in a matrix environment
- Advised clients on process improvements in the application delivery area
- Negotiated the prioritization, resources, and timelines with the stakeholders
- Developed strategy, business case, and phased plan to obtain funding for development
- Led a national Critical Situation team to resolve a major client issue
- Delivered multiple troubled projects in compressed time frames
- Provided critical escalation management for issues impacting projects
- Developed and implemented enterprise applications
- Taught IBM's process and tools to outsourced resources
- Prepared education and plans to obtain Software Engineering Institute's CMM Level 5 compliance
- Created and ran a PMO
- Reported status to all stakeholders including both IBM and client's executive teams
- Managed the release of IBM software and hardware

Training/Education

Degree/Certificate	Institution	Date
Bachelor's degree	Emporia State University	1993
Master's degree	Kansas State University	1997

Professional Certifications or Affiliations

Project Management Professional, Project Management Institute, PMP certification to August 8, 2026

Six Sigma Green Belt

References

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[redacted]	[redacted]
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Gainwell	
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Technical Lead

[redacted]

Experience Summary

[redacted] is a Systems Manager with 4 years' experience leading teams delivering on commitments and deadlines, process, and quality. [redacted] was previously a Software Development Lead with 13 years of experience designing solutions by translating business needs, architecting software, and coordinating the implementation of efficient coding strategies. He is known as a subject-matter expert who directs technical projects from slow, stagnant development to on-time or early completion.

Experience

Account Delivery Lead/Systems Manager, Gainwell Technologies
2023 – Current

- Application lead for the Mississippi interChange System
- Primary point of contact for the client including ongoing maintenance and new development
- Responsible for end-to-end delivery and system stability
- Ensures work is coordinated, scheduled, and completed according to commitments and deadlines
- Directly oversee Project Managers on the account
- Indirectly oversee Developers, TFALs, and BAs on the account
- Monitor and ensure organizational goals and contractual commitments are met

Advisor Application Architect, 2021 – 2023

- Technical lead for the Provider Credentialing Verification project
- Technical consultant assisted implementation manger in areas including but not limited to implementation planning, KPI reporting, and release management
- Completed changes in both C batch programs and C# UI

DDI Implementation Manager, DXC
2020 – 2021

- Account lead for major enhancements for the Wisconsin interChange System
- Primary point of contact for the client
- Directly oversaw Project Managers on the account
- Indirectly oversaw Developers, TFALs, and BAs on the account
- Monitored and ensured organizational goals and contractual commitments were met

Systems Manager, Arkansas Medicaid, 2019 – 2020

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Technical Functional Area Lead, Mississippi Medicaid, 2018 – 2019

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Technical Functional Area Lead, Arkansas Medicaid, 2016 – 2018

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Technical Functional Area Lead, Indiana Medicaid, 2015 – 2016

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Information Service Developer III, 2011 – 2015

- [illegible]
- [illegible]

Information Service Developer II, Electronic Data Systems (EDS)
2006 – 2011

- Analyzed, designed, implemented, and tested change orders
- Trained team members on debugging processes using linked lists in C, Unix, and DBX
- Continuously assessed user needs to provide support and proactive service while programming in C, SQL, and XML

Training/Education

Degree/Certificate	Institution	Date
Bachelor of Science, Computer Science	University of Texas at El Paso	2005

References

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