



Request for Proposals #: DPHHS-RFP-2018-0127JT

Master Agreement #: 18091790060

Participating Addendum #: 2022001

Contractor: **Client Network Services, LLC**

Participating Entity: **State of Georgia, Department of Community Health**

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
1. APPLICABILITY AND ORDER OF PRECEDENCE.....	7
2. REFERENCES.....	7
3. ACCESS TO MMIS-PROVIDER SERVICES AND APPROVAL FROM THE STATE MEDICAID DIRECTOR'S OFFICE.....	8
4. PRIMARY CONTACTS.....	8
5. MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT.....	9
a. Modifications to Definitions.....	9
b. Additional Definitions.....	15
c. Participating Addendum Term.....	20
d. Charges.....	21
e. Maximum Amount and No Increases.....	22
f. Taxes.....	22
g. Invoices.....	23
h. Billing Limitations.....	23
i. Removal or Replacement of Contractor's Project Manager..	23
j. Contractor's Designated Project Manager.....	24
k. Contractor's Designated Contract Manager.....	24
l. Contractor's Organizational Chart (Contractor Staff Roster).....	24
m. Changes to Key Personnel.....	25
n. Department's Designated Contract Manager.....	25
o. Department's Designated Project Manager.....	25
p. Employment of State Personnel.....	25
q. Reference and Background Checks, Exclusions, and Debarment.....	26
r. Records Retention and Access Requirements; Subpoenas for Records and Other Documents.....	27
s. Audit Reports; Independent Financial and Security Assessments.....	29
t. Contract Performance Oversight.....	30
u. Georgia Taxpayer Protection False Claims Act.....	30
v. Electronic and Information Technology Accessibility Requirements...	30

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

w.	Equipment.....	31
x .	Acceptance Process.....	31
y.	Interpretation of Deliverables.....	33
z.	Representation.....	33
aa.	Versions.....	33
bb.	Enterprise Data Management Strategy.....	34
cc.	Unauthorized Code and Self-Help Code.....	34
dd.	Registration.....	35
ee.	Legal and Regulatory Compliance.....	35
ff.	Violation of State or Federal Law.....	36
gg.	Letter of Credit.....	36
hh.	Liquidated Damages.....	37
ii.	Scope of the Corrective Action Plan.....	37
jj.	Submission and Approval of Corrective Action Plan; No Additional Charges.....	38
kk.	State of Georgia Insurance Statutes.....	38
ll.	Cancellation of Insurance.....	39
mm.	Open Records Act of Georgia.....	39
nn.	HIPAA and HITECH Compliance.....	39
oo.	Compliance with other Applicable Federal and State Regulatory Laws.....	40
pp.	Cause for Termination (Protection Obligations for Confidential Information).....	41
qq.	Indemnification (Intellectual Property).....	41
rr.	Indemnification (General).....	44
ss.	The Department's Limitation of Liability.....	46
tt.	Termination for Contractor's Material Breach.....	46
uu.	Termination for Non-allocation of Funds.....	47
vv.	Termination Due to Insolvency, Bankruptcy, Financial Instability.....	47
ww.	Termination Claims (General).....	48
xx.	Assignment.....	48
yy.	Effect of Change in Control on Key Personnel.....	48
zz.	Attorneys' Fees and Costs.....	48

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

aaa.	Authority.....	49
bbb.	Right to Submit Timely Claims Against Contractor.....	49
ccc.	Compliance with Business, Tax, Labor, and Other Legal Authorities..	49
ddd.	Compliance with Civil Rights Laws.....	50
eee.	Conflicts between Documents; Order of Precedence.....	51
fff.	Contractor Certification Regarding Ethics.....	52
ggg.	Counterparts/Electronic Signature.....	53
hhh.	Dispute Resolution.....	53
iii.	Drug-Free Workplace.....	53
jjj.	Entire Agreement; Acknowledgement of Understanding.....	54
kkk.	Force Majeure.....	55
lll.	Governing Law, Choice of Law, Remedies and Venue.....	55
mmm.	Modifications and Amendments.....	56
nnn.	Notice of Legal Action.....	56
ooo.	Subcontractor Performance.....	57
ppp.	Change in Legal Status of Subcontractors.....	57
qqq.	Subpoena.....	58
rrr.	Survival.....	58
sss.	UCC Applicability.....	59
ttt.	General Conditions.....	59
uuu.	Master Agreement Appendix C - Attachment G – Pricing Schedules.....	61
vvv.	Work Plan.....	61
www.	Master Agreement Appendix C - Attachment F – Requirements Matrix..	61
xxx.	Master Agreement Appendix B – Performance Standards.....	62
yyy.	Master Agreement Attachment H – Resource Allocation Schedule.....	62
zzz.	Approved Resumes for Key Personnel.....	62
aaaa.	Master Agreement Appendix D – Irrevocable Letter of Credit.....	62
bbbb.	Master Agreement Appendix J – Business Associate Agreement.....	62
6.	ADMINISTRATIVE FEES TO BE PAID BY THE CONTRACTOR.....	62
7.	SUBCONTRACTORS.....	63
8.	ORDERS.....	63

SIGNATURE PAGE.....	64

Exhibits

Exhibit 1: Revised Appendix C, Attachment G – Pricing Schedules.....	65
Exhibit 2: Project Work Plan.....	79
Exhibit 3: Revised Appendix C, Attachment F - Requirements Matrix.....	81
Exhibit 4: Revised Appendix B – Performance Standards.....	278
Exhibit 5: Revised Attachment H - Resource Allocation Schedule.....	313
Exhibit 6: Approved Key Personnel.....	315
Exhibit 7: Appendix D – Irrevocable Letter of Credit.....	348
Exhibit 8: Appendix J – Business Associate Agreement.....	350
Exhibit 9: Enterprise Data Management Strategy (EDMS).....	363
Exhibit 10: State of Georgia Security Standards and Requirements for Participating Addendum Provider Services.....	392

Attachments

GA State Attachment A: Georgia Department of Community Health Non-Profit Organization Disclosure Form.....	402
GA State Attachment B: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.....	404
GA State Attachment C: Confidentiality Statement for Safeguarding Information... 	406
GA State Attachment D: Drug Free Workplace Certificate.....	407
GA State Attachment E: Statement of Ethics.....	409
GA State Attachment F: DCH Ethics in Procurement Policy.....	414
GA State Attachment G: Code of Ethics and Conflict of Interest Policy.....	427
GA State Attachment H: Georgia Department of Community Health Georgia Security and Immigration Compliance Act Affidavit.....	438
GA State Attachment I: Certification Regarding Compliance with O.C.G.A. §50-5-85.....	443
GA State Attachment J: Affidavit for Proprietary Information Confidentiality....	444
GA State Attachment K: Sample Letter of Credit.....	453



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

THIS PARTICIPATING ADDENDUM # 2022001 ("Participating Addendum") is made and entered into by and between the Georgia Department of Community Health (the "Department" or "Participating Entity") and Client Network Services, LLC ("Contractor") (each individually a "Party" and collectively the "Parties") and shall be effective on the date signed by the Department Commissioner ("Effective Date").

WHEREAS, the Department is responsible for health care policy, purchasing, planning and regulation pursuant to the Official Code of Georgia Annotated ("O.C.G.A.") §§ 31-2-1 *et seq.*;

WHEREAS, the Department is the single state agency designated to administer Medical Assistance in Georgia under Title XIX of the Federal Social Security Act, as amended, and O.C.G.A. §§ 49-4-140 *et seq.* (the "Medicaid Program"), and is charged with ensuring the appropriate delivery of health care services to Medicaid and PeachCare for Kids® members;

WHEREAS, the State of Montana ("Lead State"), in cooperation with the National Association of State Procurement Officials ("NASPO") ValuePoint cooperative purchasing organization and various other sourcing team states, issued Request for Proposals DPHHS-RFP-2018-0127JT (the "RFP"), dated August 24, 2017, in order to establish master services agreement(s) for Provider Services Module contractor(s);

WHEREAS, all state agencies authorized to use statewide contracts by such states' statutes may participate in the resulting NASPO ValuePoint master services agreement(s) by signing a participating addendum with an awarded contractor;

WHEREAS, the Lead State entered into Master Agreement # 18091790060 ("Master Agreement") with Contractor, pursuant to which Contractor provides a Medicaid Management Information Systems ("MMIS") Provider Services Module;

WHEREAS, the State of Georgia ("the State"), acting by and through the Department, desires to participate in the Master Agreement as an additional contracting party in order to procure an MMIS Provider Services Module;

WHEREAS, the Department is authorized to use the above-referenced Consortia/Cooperative Purchasing Agreement pursuant to Georgia Department of Administrative Services' Procurement Manual, January 2021, Section 1.3.4.4, Consortia or Cooperative Purchasing and is being entered into following the issuance of a Notice of Intent to Utilize Existing Consortium or Cooperative Purchasing Agreement posted to the Georgia Procurement Registry on November 5, 2018;

WHEREAS, the State, by and through this Participating Addendum, desires to purchase the Core Provider Services (Enrollment, Screening and Monitoring, Revalidation, and Maintenance);¹

¹ Contractor's proposal is to provide the Module as a SaaS. As of the Effective Date of this Participating Addendum and as part of the Module, Contractor shall develop "Custom Software" and/or source code in

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

WHEREAS, Contractor, including its Subcontractors, represents that it has the skills, qualifications, expertise, financial resources and experience necessary to perform the Services and provide the Deliverables described in the RFP, Contractor's Response², the Master Agreement (including any and all Appendices), and this Participating Addendum;

WHEREAS, the Department has received Contractor's Response, which is expressly incorporated into this Participating Addendum as if completely restated herein;³ and

WHEREAS, the Department accepts Contractor's Response to provide the Services and Deliverables described herein.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and Contractor hereby agree as follows:

1. **APPLICABILITY AND ORDER OF PRECEDENCE.** The Department and Contractor shall be bound by all the terms and conditions of this Participating Addendum (including any and all Exhibits and Attachments), as well as all the terms and conditions stated in the Master Agreement (including any and all Appendices), which is made part of this Participating Addendum and incorporated by reference into this Participating Addendum as though fully set out herein. To the extent there is a conflict between the Master Agreement and this Participating Addendum, the order of precedence shall be the Participating Addendum and then the Master Agreement. For the avoidance of doubt, any conflict among these documents shall be resolved by giving priority to the Participating Addendum.⁴

2. **REFERENCES.**

- a. Unless the context otherwise requires, any references in the Master Agreement (including any of the Appendices) to:
 - i. "Contract" shall refer to and read as references to this "Participating Addendum";

order to meet its obligations under this Contract. The following products or services are not included in this Participating Addendum: (i) Option A - Provider Self Service Portal; and (ii) Option B - Provider Customer Care Services.

² As such term is defined in Master Agreement Section 1, *Definitions*, as modified by this Participating Addendum.

³ Contractor submitted a proposal to the Lead State, dated November 16, 2017, in response to the RFP, which is attached as Appendix I to the Master Agreement. Contractor's proposal connected to the Department's State-specific Provider Module requirements was received by the Department, and is made a part Appendix C.

⁴ See Master Agreement Subsection 24.9, *Conflicts between Documents; Order of Precedence*, as modified by this Participating Addendum.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

- ii. "Department" or "DPHHS" shall refer to and read as references to the "Georgia Department of Community Health". The Georgia Department of Community Health shall have all the rights and obligations contained in the Master Agreement;
 - iii. "Montana's Program for Automating and Transforming Healthcare" and "MPATH" shall refer to and read as references to "Medicaid Enterprise System Transformation" and "MEST", respectively;
 - iv. "State" or "State of Montana" shall refer to and read as references to the "State of Georgia";
 - v. "Mountain Time" shall refer to and read as references to "Eastern Time"; and
 - vi. "Department Director" or "Department's Director" shall refer to and read as references to the "Department Commissioner" or "Department's Commissioner".
3. **ACCESS TO MMIS-PROVIDER SERVICES AND APPROVAL FROM STATE MEDICAID DIRECTOR'S OFFICE.** 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.
4. **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
Organization:	Department of Administration
Address:	125 N Roberts Street, Room 165, Helena, MT 59620
Telephone:	406.444.0110
Fax:	
Email:	jthomas@mt.gov

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Contractor:

Name:	Linda Mras
Title:	Vice President, Contracts
Organization:	Client Network Services, LLC
Address:	1600 Tysons Blvd., McLean, VA 22102
Telephone:	240.243.2804
Fax:	703.991.2347
Email:	linda.mras@cns-inc.com

Participating Entity:

Name:	Matthew Jarrard
Title:	Deputy CIO, Medicaid Enterprise System Chief
Organization:	Georgia Department of Community Health
Address:	2 Peachtree Street, NW; 38th Floor, Atlanta, GA 30303
Telephone:	404-293-4440
Fax:	404-656-9655
Email:	mjarrard@dch.ga.gov

5. MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT. The ensuing modifications and/or additions apply only to actions and relationships within the Participating Entity, and are as follows:

- a. **Modifications to Definitions.** The following terms, from Master Agreement Section 1, *Definitions*, are modified to have the specific meanings as set forth below. All other terms not specifically modified herein shall retain the same meaning ascribed to them in the Master Agreement. For the avoidance of doubt, the specific meanings to the terms and definitions immediately below shall not apply to the Master Agreement and shall only apply to this Participating Addendum.

“Availability” “Available”: 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.

“Confidential Information”: Any information that the Department must limit access to authorized individuals only and prevent public access or release is Confidential Information. Also means information that either the Contractor or the Department wants to protect against unrestricted disclosure or meets the definition of bona-fide trade secret, in accordance with the Georgia Trade Secrets Act of 1990 (O.C.G.A. §§

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

10-1-760 through 10-1-767 (2011)). Proprietary Information, defined below, is one category of Confidential Information. Confidential Personal Information, defined below, is another category of Confidential Information.

“Correction”: The actions taken by Contractor to remedy the underlying root cause of a Deficiency as defined by the Department (i.e., the solution prevents any more incidents from being caused by such Deficiency; or the underlying Deficiency should not occur from any scenario or source). Also “means either a modification or addition that, when made or added to the [Module] and/or any component thereof, establishes material conformity of the [Module] and/or any component thereof to the functional [Module] Specifications therefor, or a procedure or routine that, when observed in the regular operation of the [Module] and/or any component thereof, eliminates the practical adverse effect on the [Department] of such nonconformity or Deficiency”.

“Deficiency” or “Deficiencies”:

- (i) An error, omission or fault in a design in meeting the Specifications or Acceptance Criteria included in the approved DED or other written documentation mutually agreed upon by the Parties (a design flaw, e.g., a failure to satisfy or build a particular Acceptance Criteria or Specification into a design which adversely affects the usefulness and suitability of the design to meet the intent and objective of the Contract Deliverable; or a weakness inherent in the design whereby even a flawless Implementation will result in an error - that is, the error in the design exists independently of a flawless Implementation); or
- (ii) A failure, omission, or defect of/in a task, milestone, Deliverable or Service to conform to or produce a correct result/response in accordance with its Specifications or Acceptance Criteria included in the approved DED or other written documentation mutually agreed upon by the Parties.
- (iii) A failure in a task, milestone, Deliverable (including any design Deliverable) or Service to meet the Department's business and/or program intent(s) and objective(s) within the scope of the Contract due to an error, omission, or misinterpretation of a component, Function, or requirement (including any Business, Functional and Non-Functional Requirements(s)) in the approved Specifications or Acceptance Criteria included in the approved DED. Such error(s), omission(s), or misinterpretation(s) are limited to those that should have been identified or discoverable (i.e., the need for new, revised or additional requirements or design updates could have been recognized via a reasonably thorough review and inspection) based solely upon Contractor's subject matter expertise and role/responsibility within the scope of the Contract.⁵ This paragraph (iii) includes, but is not limited to, errors, omissions,

⁵ As an example (**only**), Contractor shall serve as the Project's subject matter expert in the business processes and rules associated with onboarding providers in accordance with Medicaid regulatory requirements. This includes:

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

or misinterpretations in the approved Specifications or Acceptance Criteria included in the approved DED that cause such task, milestone, Deliverable or Service not to comply with any Applicable Law or and/or State (including the Department) and Federal program rules, policies, and Standards which were in effect as of the Effective date of the Contract or the date the Specifications and/or DED are modified as a result of a mutually agreeable Change Order that is incorporated into the Contract by amendment.

Also referred to as "... an error, flaw, mistake, failure or fault in a computer program or system that produces an incorrect or unexpected result and can be traced to a [particular Acceptance Criteria], requirement, or [S]pecification that is not being met" in the Contract, the RFP, Contractor's Response, or other written documentation (including but not limited to, the Deliverable Expectation Document) mutually agreed upon by the Parties.

Deficiencies shall also include, but not be limited to, those Deficiencies stemming from an implementation flaw (i.e., an error in the manner the protocol was written in the code; for instance, improper or missing input validation or unchecked user input, buffer overflow/overflow).

"Effective Date": The date Participating Addendum is signed by the Department Commissioner, following approval by applicable State and federal government authorities.⁶

"Enhancements": In addition to the description of Enhancements in Appendix A, Section 8, Section 12, RFP, and the Response, the term "Enhancement" shall mean new features or Functionality that fall(s) outside (i.e., is above and beyond) the scope of all Specifications and requirements (including any Business, Functional and Non-Functional Requirements(s)) outlined in:

- (i) the RFP;
- (ii) Contractor's Response (including any Specifications and/or requirements including any Business, Functional and Non-Functional Requirements(s))

-
- Deploying NPI-based Provider solutions
 - o Transforming existing state-specific provider ID systems into NPI-based systems
 - Creator of modular provider enrollment systems that can easily integrate with other MMIS modules
 - o Developing API-based provider enrollment system
 - o Developing configurable business rules for provider business processes
 - Evaluating Medicaid provider line of business
 - o Medicaid enrollment rules and regulations
 - o Medicaid categories of enrollment/service
 - o Medicaid provider screening and credentialing

⁶ See Subsection 5(C), *Participating Addendum Term*, of this Participating Addendum.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

confirmed by Contractor via any requirements traceability analysis and/or fit gap analysis of its solution platform);

- (iii) the Contract and any amendments thereto;
- (iv) other written documentation (including but not limited to, the Deliverable Expectation Document) mutually agreed upon by the Parties;
- (v) any Applicable Law and/or State (including the Department) and Federal program rules, policies, and Standards which were in effect as of the Effective Date of the Contract and/or the date the Specifications, the requirements (including Business, Functional and Non-Functional Requirements(s), or Acceptance Criteria (including but not limited, to any DED) are modified as a result of a mutually agreeable Change Order that is incorporated into the Contract by amendment;⁷ or
- (vi) any Software related Deliverable submitted by Contractor and subsequently accepted by the Department and implemented as part of a previous code release.

The level or complexity of effort on the part of Contractor (e.g., performing custom coding, Configuration, or extensive testing to validate application Functionality) shall not be a determinative factor (nor of any relevance) in whether or not a particular scope of work is classified as an Enhancement under the Contract.

For the avoidance of doubt, updated versions of the Custom Software in order for the System to operate on upgraded versions of firmware or upgraded versions of Equipment shall not be considered an Enhancement, and such costs (if any) shall be borne solely by Contractor.⁸

“Function(s)” “Functionality(ies)”: A discrete capability of the Software to run an operation (or range of operations) on the Module. *Run an operation* means instructions that can read/write values of variables, perform arithmetic computation on variables or control the program flow.

“Legacy MMIS”: A diverse set of existing monolithic systems and services largely provided to the Department under a single vendor contract that are used to support Medicaid and PeachCare for Kids® claims processing and payment, provider enrollment, and data reporting functions for Georgia’s Medical Assistance Program.

⁷ Modifications to Contractor Services resulting from Product Updates, as described in Subsection 11.9, *Legal and Regulatory Compliance* (as modified by this Participating Addendum), shall be treated as Enhancements and provided at no cost to the Department other than implementation costs as described in Subsection 11.9.

⁸ See also Subsection 8.9, Versions, as modified by this Participating Addendum.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

“MMIS”: Medicaid Management Information Systems refers to the systems and services that are necessary to support the administration and operation of Medicaid and PeachCare for Kids® as of the Effective Date of this Contract. The MMIS consists of all required subsystems as specified in the State Medicaid Manual.

“Material breach”: A failure by a Party to perform a part of the Contract which: (i) prevents the Contract from being completed; (ii) defeats the Contract’s purpose; or (iii) causes an essential damage to the business, the result of the operation or the financial conditions of the other Party.

“Operational”: The condition when the Module is totally Functional in accordance with applicable Specifications, without Deficiencies that impact the Users of the Module (e.g., showstoppers⁹) and all of the Data has been loaded into the Module and usable for its purposes in the daily operations of the Module.

“Priority”: The level of importance, as determined by the Department, for a ticket as defined by the following:

Critical: Same meaning as “Emergency Severity” level of impact.

High: Same meaning as “Major Severity” level of impact.

Medium: Same meaning as “Moderate Severity” level of impact.

Low: Same meaning as “Minor Severity” level of impact.

“Proprietary Information of the Contractor”: 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 the Georgia Trade Secrets Act of 1990 (O.C.G.A. §§ 10-1-760 through 10-1-767 (2011)). Section 19 applies to Proprietary Information of the Contractor and identified as Trade Secret by Contractor within its Response.

“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.¹⁰

“Response” (or “Proposal”): Contractor’s response to the RFP, dated November 16, 2017, as amended including by Appendix C, Contractor’s best and final offer (if

⁹ For purposes of this definition, the term “showstopper” shall refer to a Deficiency that prevents a mission critical function, such as the inability to enroll a provider or process a claim.

¹⁰ The term “Proprietary Software” includes cloud hosted Software as a Service (SaaS) solutions of the Contractor that are licensed under a subscription pricing model and are subject to Section 8.1.1 Licenses.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

any), and any subsequent information provided by Contractor pursuant to this Contract. This term shall also refer and include Contractor's response or proposal to any other subsequent evaluation or procurement phase conducted by the Department, including any negotiations resulting therefrom as well as any Deliverables previously prepared and submitted to the Department, as part of the performance of Subcontract NO. D8597-S2 between The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology, related to the Department's State-specific Project requirements, which is incorporated into the Contract as if fully restated.

“Severity”: The level of impact, as determined by the Department, that a ticket has on the system as defined by the following:

Emergency: The issue: (i) is a complete failure of the solution/system, a component or critical functional area within the solution/system; or (ii) has severe financial or productivity implications to the Department. The issue does not permit operation and does not have a workaround. Examples include, but are not limited to, the following: (1) a system error that causes provider enrollment Functionality to not be available; (2) the capability to generate and/or send provider data to other modules cannot be executed (e.g., providers not being able to be enrolled).

Major: The issue is causing serious disruption to Department business ((i.e., business functions may be degraded but allows operation to continue at a lower rate of performance). This issue may have a mutually agreed upon workaround that allows further operation of the system, but the workaround is not obvious and is difficult. Examples include, but are not limited to, the following: (1) Functionality incorrectly implemented and affects multiple business functions; (2) Images and Graphics are missing which hinders Functionality.

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. Meaning, the issue does not significantly disrupt system/solution use (i.e., the overall system/solution and user processing can continue). The issue has a manageable workaround which is acceptable to the Department. Examples include, but are not limited to, defects/errors that impact only one (1) business function.

Minor: The issue does not impact productivity or efficiency. Meaning, the issue does not impair usability, and the desired processing results are easily obtained by working around the Deficiency. It includes small errors that do not prevent or hinder Functionality such as, typos, grammar mistakes, wrong terminology, and styling (i.e., cosmetic issues).

“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

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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.¹¹

“Specifications”: The technical and detailed descriptions that define the requirements such as the Business, Functional, and Non-Functional Requirements (including, but not limited to, the requirements included in the approved Deliverable Expectation Document (“DED”) or other written documentation mutually agreed upon by the Parties, for any required test, inspection or approval) under the Contract (including any amendments thereto) and that are used for Acceptance Criteria, as described in: (i) the RFP; (ii) the Response; (iii) subsequent Deliverables that have received Acceptance (in accordance with their corresponding DED); (iv) the Performance Standards; (v) the Documentation; (vi) all Applicable Law as of the Effective Date or as modified as a result of a mutually agreeable Change Order that is incorporated into the Contract by amendment; and (vii) all State (including the Department) and federal program rules, policies, and Standards as of the Effective Date or as modified as a result of a mutually agreeable Change Order that is incorporated into the Contract by amendment. The Specifications are, by this reference, made a part of this Contract, as though completely set forth herein.

“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 Section 7.2. The Work Plan shall be incorporated herein as part of the Response, and each revised Work Plan shall be expressly incorporated into the Contract as if completely restated herein, upon its Acceptance by the Department.

- b. **Additional Definitions.** The following terms and definitions are added and serve as a supplement to those terms and definitions contained in Master Agreement Section 1, *Definitions*. For the avoidance of doubt, the terms and definitions immediately below shall not apply to the Master Agreement and shall only apply to this Participating Addendum.

“Applicable Law(s)” “applicable law(s)”: All binding and applicable laws, statutes, rules, regulations and codes of Georgia, as well as all binding and applicable federal laws, statutes, rules, regulations, codes, sub-regulatory guidance, and executive orders, including, but not limited to, HIPAA, the HITECH Act and other laws, statutes, rules, regulations, codes, sub-regulatory guidance, and executive orders specified or not specified in this Contract, that may govern the Contract or any of the Parties’ responsibilities and/or have or assert jurisdiction over the matters in the Contract. This term shall also include and refer to all current, modified or future court decrees, orders or judgments applicable to the State’s Medicaid and PeachCare for Kids® programs.

¹¹ For purposes of clarification, the Contractor will not be required to provide source code for SaaS, the Contractor Technology or Third-Party Software.

“Business Requirement(s)”: The characteristics of a proposed system from the viewpoint of the system's end user. Business Requirements often provide a description of what capabilities are required to be employed to achieve desired objectives or end state. The Business Requirements serve as the basis for the Functional and Non-Functional Requirements.

“Business Rules Catalog”: A systematically categorized, organized and often descriptive collection, list or aggregation of business rules that are electronic in nature and that makes it clear where to find, retrieve and store such items, as necessary.

“Business Rules Engine (“BRE”)”: A software system that executes one or more business rules in a runtime production environment. The rules might come from legal regulation, company/agency policy or other sources. A business rule engine enables such policies to be defined, tested, executed and maintained separately from application code.

“Calendar Days”: All seven (7) days of the week, Sunday through Saturday.

“Certification Phase(s)”: Phases of Project where required activities for certification are performed. This includes tasks associated with the preparation, review and updating of documents (artifacts). It also includes presenting of artifacts to the Department, CMS, and others as defined by the Department. Currently there are two phases related to Certification, the Operational Readiness Review (“ORR”) and Certification Review (“CR”).

“Configuration Item”: An artefact (hardware and/or software) that has an end-user purpose – that is, it contributes, in some way, towards the attributes of a system or product, or the development processes followed to produce the system or product. Also, a Configuration Item is an artefact that is treated as a self-contained unit for the purposes of identification and change control. Examples include but are not limited to business and functional requirements, design, business rules, test plans and procedures, and test results.

“Cost Performance Index (“CPI”)”: A measure of the conformance of the actual work completed (measured by its earned value) to the actual cost incurred: $CPI = EV / AC$, where EV is Earned Value and AC is Actual Cost.

“Decision Model and Notation (“DMN”)”: A modeling language and notation for the precise specification of business decisions and business rules. DMN is easily readable by the different types of people involved in decision management. These include, but are not limited to, businesspeople who specify the rules and monitor their application and business analysts.

“Department Contract Compliance Unit”: A section within the Department (specifically within the Department's Office of Procurement Services) that, in conjunction with the Department Project Manager, provides monitoring and oversight to vendors providing goods and/or services to the Department.

“Functional Requirement(s)”: A Function of the System/Module or its component, where a Function is described as a specification of behavior between outputs and inputs. Functional Requirements may involve calculations, technical details, data manipulation and processing, and other specific functionality that define what a system is supposed to accomplish.

“Georgia Technology Authority (“GTA”)”: The State agency responsible for managing the delivery of IT infrastructure to State agencies of the executive branch.

“Go-Live Date”: Agreed upon date described in the Project Plan when the Solution goes into Production.

“Graphical User Interface (“GUI”)”: A system of interactive visual components for computer software. A GUI displays objects that convey information and represent actions that can be taken by the user.

“Health Information Technology for Economic and Clinical Health (“HITECH”) Act”: 42 C.F.R. Part 495, as well as the regulations thereunder and Title XIII of Division A and Title IV of Division B of ARRA. The provisions of the HITECH Act are specifically designed to enhance the security protections of HIPAA and work together to provide the necessary assistance and technical support to Providers, enable coordination and alignment within and among States, establish connectivity to the public health community in case of emergencies, and assure the workforce is properly trained and equipped to be meaningful users of electronic health records.

“Health Insurance Portability and Accountability Act (“HIPAA”)”: 45 C.F.R. Parts 160, 162 and 164, as well as the regulations thereunder. HIPAA includes requirements to protect the privacy of Individually Identifiable Health Information in any format, including written or printed, oral and electronic, to protect the security of Protected Health Information in electronic format, to prescribe methods and formats for exchange of electronic medical information, and to uniformly identify Providers.

“HIPAA Privacy and Security Rules”: Implementing regulations of HIPAA and the HITECH Act published as the Privacy of Individually Identifiable Health Information, Notification in the Case of Breach of Unsecured Protected Health Information, and the Security Standards for the Protection of Individually Identifiable Health Information, and currently located at 45 C.F.R. Parts 160 and 164, Subparts A, C, D, and E.

“Immediately”: Within twenty-four (24) hours. Any and all references to the term “Immediately” or “immediately” in Sections 2, 3.14, 4.2.3, 4.7.2, 7.2.1, 11.7, 16.6, 18.9, 23.1, 23.2, 23.10.1, 24.7.3, 24.23.4, and 24.23.5 of the Contract shall be interpreted as having the same meaning as the term “Immediately” defined herein. All other undefined references to the term “immediately” shall have the meaning attributed to them in general usage as reflected by definitions in the most current Black’s Law Dictionary.

“Integration”: Integration encompasses:

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

- (i) Designing and implementing the Integration Platform, which is a centralized technical solution for integrating data interchanges between and among disparate modules and external agencies and trading partners providing mutually beneficial business and technical services.
- (ii) Enabling successful implementation and sustained operations between modules through governance of change management procedures, software development lifecycle practices, service definitions, shared data specifications, shared schemas, and rigorous unit, integration, end-to-end, performance, and user acceptance testing.
- (iii) Representing the best interests of the State, assisting operators of modules and components, including agencies and vendors, as they design, configure, implement, and integrate their components.
- (iv) To provide Integration services, the Department is leveraging existing Georgia capabilities, including the Georgia Tech Research Institute (GTRI), to fulfill the role, scope, and services of the Integration. GTRI is the State's chartered industry-facing, nonprofit, applied research and technology delivery corporation, and as such, has access to all the Georgia Institute of Technology resources necessary to assure delivery of innovative technology solutions.

"look and feel": A term used with respect to a graphical user interface and comprises aspects of its design, including elements such as colors, shapes, layout, and typefaces (the "look"), as well as the behavior of dynamic elements such as buttons, boxes, and menus (the "feel").

"Master Agreement": Contract # 18091790060 between the Montana Department of Public Health and Human Services and Client Network Services, LLC, including any amendments thereto.

"Medicaid Enterprise System Integration Platform ("MES-IP")" or "Integration Platform": The underlying technical solution for integrating data interchanges between and among disparate Modules and external agencies and business systems providing mutually beneficial business and technical services.

"Medicaid Enterprise System Transformation ("MEST")": The State of Georgia's modularity procurement and development initiative that includes all Modules, Deliverables, Software, and Services to be integrated to fully replace its Legacy MMIS solutions and services.

"National Institute of Standards and Technology ("NIST")": A physical sciences laboratory, and non-regulatory agency of the United States Department of Commerce, whose mission is to promote innovation and industrial competitiveness. NIST's activities are organized into laboratory programs that include nanoscale science, and technology, engineering, information technology, neutron research, material measurement and physical measurement.

“Non-Functional Requirement(s)”: Non-Functional requirements (NFRs) are called “quality attributes” of a system. Non-Functional Requirements define system attributes such as but not limited to security, audit, capacity, performance, availability, reliability, recoverability, robustness, integrity, maintainability, scalability, and usability.

“Object Code”: The binary code version of Source Code that has been processed by a compiler. The term “compiler” shall mean a program that converts instructions into a machine-code or lower-level form so that they can be read and executed by a computer.

“Official Code of Georgia Annotated (“O.C.G.A.”): Compilation of all state statutes in State of Georgia.

“Operational Readiness”: The capability to efficiently deploy, operate, and maintain the systems and procedures. The solution should demonstrate that it supports all agreed upon functionality and is ready for all users to perform tasks/activities within the solution and all staff (vendor(s)/department) is ready to operate and maintain the solution.

Operational test results are needed to support that the solution is ready for use. The test results will be shared with the Centers for Medicare and Medicaid Services (“CMS”) during the Operational Readiness Review and Certification Review project phase as evidence that required functionality performs correctly within the solution.

“Participating Addendum”: The contract (# 2022001) between the Georgia Department of Community Health and Client Network Services, LLC, including any amendments thereto, that covers the MMIS-Provider Services Module for DPHHS MPATH RFP#: DPHHS-RFP-2018-0127JT (“RFP”), and incorporates the Master Agreement. The Participating Addendum shall serve as the Department’s contractual ordering instrument or Order (as such term is defined in Appendix M, Section 2, Definitions, of the Master Agreement).

“PeachCare for Kids®”: The State of Georgia’s State Children’s Health Insurance Program (“SCHIP”) established pursuant to Title XXI of the Social Security Act.

“Plan of Action and Milestone Report (“POA&M”): A remedial action plan that helps agencies identify and assess security weaknesses in information systems, set priorities and monitor progress in correction of the weaknesses. The POA&M describes the measures that have been implemented and planned: (i) to correct any deficiencies noted during the assessment of the security controls; and (ii) to reduce or eliminate known vulnerabilities in the information system.

“Product Update”: Modifications, substitutions or improvements to the technical or functional product specifications that were existing as of the Effective Date of the Contract and conceived as a result of the Contractor’s product planning and roadmap for the Contractor Technology that are made available at no cost to Contractor’s customers that have procured or implemented the same Contractor Technology or

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

similar Contractor Technology to that delivered under the scope of this Contract (e.g., evoBrixX™ PMIS module).

“Schedule Performance Index (“SPI”)”: A measure of the conformance of actual progress (earned value) to the planned progress: $SPI = EV / PV$, where EV is Earned Value and PV is Planned Value.

“Security Assessment Report (“SAR”)”: A report that presents findings from security control assessments conducted as part of the initial system authorization process for newly deployed system(s) or for periodic assessment of operational systems as required under the Federal Information Security Modernization Act (“FISMA”). In addition to assessment results and recommendations to address any system weaknesses or deficiencies identified during security control assessments, the SAR describes the purpose and scope of the assessment and procedures employed by assessors to arrive at their determinations.

“Service-oriented Architecture (“SOA”)”: A way to make software components reusable via service interfaces. These interfaces utilize common communication standards in such a way that they can be rapidly incorporated into new applications without having to perform deep integration each time.

“State Fiscal Year”: July 1 through June 30.

“Test Script”: A set of written instructions that is performed on a system under test to verify that the system performs as expected.

- c. **Participating Addendum Term.** References to the Effective Date in the Master Agreement are defined by this Participating Addendum Term, as outlined below. Accordingly, Master Agreement Section 2, *Term*, is deleted in its entirety and replaced with the following:

2. **Term.**

This Contract shall begin on the Effective Date and shall continue until the close of the current State Fiscal Year 2022 (June 30, 2022), unless terminated earlier pursuant to Section 23 of this Contract. The Parties agree that the Department has ten (10) options to renew this Contract for additional terms as follows:

Initial Term: Effective Date – June 30, 2022

Renewal Option 1: July 1, 2022 – June 30, 2023

Renewal Option 2: July 1, 2023 – June 30, 2024

Renewal Option 3: July 1, 2024 – June 30, 2025

Renewal Option 4: July 1, 2025 – June 30, 2026

Renewal Option 5: July 1, 2026 – June 30, 2027

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Renewal Option 6: July 1, 2027 – June 30, 2028

Renewal Option 7: July 1, 2028 – June 30, 2029

Renewal Option 8: July 1, 2029 – June 30, 2030

Renewal Option 9: July 1, 2030 – June 30, 2031

Renewal Option 10: July 1, 2031 – November 30, 2031

The terms, conditions, and pricing in effect at the time of the renewal shall apply for each renewal option term. Pursuant to O.C.G.A. §50-5-64(a)(2) each renewal option shall be exercisable solely and exclusively by the Department. In its sole discretion, the Department may grant Contractor an extension of time to complete its obligations under the Contract for an individual term. The Parties agree that no additional compensation will be added to the Contract for any extension granted as described herein nor does the grant of such an extension constitute a waiver by the Department of any available remedies it may have as a result of Contractor's default or breach. The Contract may only be renewed for an additional term or extended for additional time by written notice from the Department memorializing its intent to exercise such renewal option or grant such extension of time. Unless the Department sends Contractor a written notice of its intent to allow the Contract to expire or terminate, all renewals or extensions issued under this Contract shall not be deemed a new Order (as such term is defined in Appendix M, Section 2, *Definitions*, of the Master Agreement) and no other contract or agreement shall apply to such renewals or extensions.

Notwithstanding the foregoing, it is agreed by the Parties that termination or expiration of this Contract shall not affect any obligations which by their nature survive termination or expiration.

Contractor shall notify the Department Immediately: (i) if it intends to allow the Master Agreement to expire or seeks termination of the Master Agreement; or (ii) if it is aware or receives information that the Montana Department of Public Health and Human Services (or State of Montana) intends to allow the Master Agreement to expire or seeks termination of the Master Agreement.

- d. **Charges.** Master Agreement Subsection 3.1, *Charges*, is deleted in its entirety and replaced with the following:

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 make every effort to pay Contractor within thirty (30) Calendar Days of receipt of invoice by the Department Project Manager and written approval/Acceptance of the Services or Deliverables. Specifically, with regard to Enhancements or any other Software code related Deliverables, in addition to the requirement that the Deliverable have received Acceptance (in writing) by the Department, Contractor shall only issue an invoice thirty (30) Calendar Days after the Enhancement or other Software code related Deliverable has been released/Implemented into Production. Payment is subject to the Department's rights and remedies. Unless otherwise specified in this Section, the payments are made in accordance with the Charges for the Services and

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Deliverables described in Appendix A, Section 2 for DDI Payment Milestones and Payment Events and Section 3 for Operations Payment Events.

- e. **Maximum Amount and No Increases.** The Maximum Amount under the Master Agreement and Appendix A shall be as specified in this Participating Addendum. Accordingly, Master Agreement Subsection 3.2, *Maximum Amount and No Increases*, is

deleted in its entirety and replaced with the following:

3.2 Maximum Amount and No Increases.

The total of all payments made by the Department to the Contractor for each term of the Contract shall not exceed the dollar amount identified below:

Term	Maximum Funds
Initial Term: Effective Date – June 30, 2022	\$4,349,402.89
Renewal Option 1: July 1, 2022 – June 30, 2023	\$12,561,141.33
Renewal Option 2: July 1, 2023 – June 30, 2024	\$7,481,989.27
Renewal Option 3: July 1, 2024 – June 30, 2025	\$9,013,364.14
Renewal Option 4: July 1, 2025 – June 30, 2026	\$13,412,253.26
Renewal Option 5: July 1, 2026 – June 30, 2027	\$12,741,054.41
Renewal Option 6: July 1, 2027 – June 30, 2028	\$12,764,121.23
Renewal Option 7: July 1, 2028 – June 30, 2029	\$12,644,723.64
Renewal Option 8: July 1, 2029 – June 30, 2030	\$12,504,458.46
Renewal Option 9: July 1, 2030 – June 30, 2031	\$12,659,411.18
Renewal Option 10: July 1, 2031 – November 30, 2031	\$6,360,947.67
TOTAL OVER THE LIFE OF THE CONTRACT	\$116,492,867.49

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 unless Contractor has obtained prior written approval, in the form of an amendment to this Contract authorizing an increase in the total payment or pursuant to an approved Change Order. Contractor agrees that the Department will not pay or otherwise compensate Contractor for any work that it performs in excess of the Maximum Amount. For the avoidance of doubt, the approval of a Change Order by the Department shall not remove the Parties' obligation to amend the Contract in order to formally memorialize such Change Order. Specifically, the Department shall not be responsible for paying or otherwise compensating Contractor for any approved Change Order for which all required contract documents, including any documents required to amend or renew the Contract have not been executed. Additionally, Contractor agrees that the Department

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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- will not pay or otherwise compensate Contractor for any work that it performs in excess of the amount of an approved Change Order.
- f. **Taxes.** Master Agreement Subsection 3.4, *Taxes*, is deleted in its entirety and replaced with the following:
- 3.4 Taxes.
- The Department (EIN 58-1282972) is exempt from Federal Excise Taxes. Contractor must pay all taxes lawfully imposed upon it with respect to the Contract or any product delivered in accordance herewith, as well as all 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. The Department makes no representation whatsoever as to the liability or exemption from liability of Contractor with regard to any tax imposed by any governmental entity.
- g. **Invoices.** In addition to the terms and conditions contained in Master Agreement Subsection 3.6, *Invoices*, which remains in full force and effect and applicable to this Participating Addendum, Contractor shall:
- i. Mail each invoice to the following address:
- GA Department of Community Health
PO Box 1966
Atlanta, GA 30301-1966
- ii. As to the Initial Term and Renewal Options 1 through 9, submit all invoices for any work performed during such term to the Department no later than July 5. As to Renewal Option 10, submit all invoices for any work performed during such term to the Department no later than December 5, 2031.
- h. **Billing Limitations.** Master Agreement Subsection 3.12, *Billing Limitations*, is deleted in its entirety and replaced with the following:
- 3.12 Billing Limitations.
- The Department shall not pay any invoices for Services submitted more than twelve (12) months after the calendar month in which the Services were performed unless such failure to submit the invoice 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 another state or other party for the same Services.
- i. **Removal or Replacement of Contractor's Project Manager.** Master Agreement Subsection 4.2.3 is deleted in its entirety and replaced with the following:
- 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 shall Immediately provide Notice to the Department, and within three (3) Business Days thereafter submit a resume(s) to

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

the Department's Project Manager for the proposed temporary replacement of Contractor's Project Manager. Written approval from the Department's Project Manager is required prior to the temporary/permanent replacement beginning work on the Project. Such approval will not be unreasonably withheld. Contractor shall

temporarily fill Contractor's Project Manager within ten (10) Business Days of it being vacated and must fill the position with a permanent fulltime replacement within sixty (60) Days of Contractor's Project Manager's removal or departure.¹²

- j. **Contractor's Designated Project Manager.** Per Master Agreement Subsection 4.2.4, Contractor's Project Manager for this Participating Addendum is:

Johnson Samgnanakan
6465 Millennium Drive, Lansing, MI 48917
517.321.3129 (T)
571.230.4608 (M)
517.321.1518 (F)
johnson.samgnanakan@cns-inc.com

Changes to Contractor's designated Project Manager shall not require an amendment to this Participating Addendum.

- k. **Contractor's Designated Contract Manager.** Per Master Agreement Subsection 4.2.5, Contractor's Contract Manager for this Participating Addendum is:

Josiah Weiss
1600 Tysons Blvd.
McLean, VA 22102
240.243.2718 (T)
703.901.4384 (M)
703.991.2347 (F)
josiah.weiss@cns-inc.com

Changes to Contractor's designated Contractor Manager shall not require an amendment to this Participating Addendum.

- l. **Contractor's Organizational Chart (Contractor Staff Roster).** Master Agreement Subsection 4.3.2 is deleted in its entirety and replaced with the following:

4.3.2 Prior to the Effective Date, Contractor must provide the Department an organization chart of Contractor's Staff (i.e., Contractor Staff roster), including names of Key Personnel for the Project and positions during DDI and Maintenance and Operations, their functions and areas of assignment, the number of hours they are required to work, and the county and state where such staff reside and perform work under the Contract. Contractor must also provide to the Department job descriptions for Key Personnel positions. For the duration of the Contract,

¹² The terms and conditions contained in Master Agreement Subsection 4.2.3, as modified by this Participating Addendum, relating to the removal or replacement of Contractor's Project Manager shall also apply to the removal or replacement of all other Contractor Key Personnel listed in Appendix A.

Contractor shall provide such Staff roster every ninety (90) Calendar Days and within two (2) Business Days of any changes or vacancies, at no cost to the Department.

- m. **Changes to Key Personnel.** Master Agreement Subsection 4.3.3 is deleted in its entirety and replaced with the following:

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 are described in Exhibit 6, *Approved Key Personnel*, 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.

- n. **Department's Designated Contract Manager.** Per Master Agreement Subsection 4.4.1, the Department's Contract Manager for this Participating Addendum is:

Director of Contracts Administration:
Georgia Department of Community Health
Office of General Counsel
2 Peachtree Street, NW – 40th floor
Atlanta, GA 30303

Changes to the Department's designated Contract Manager shall not require an amendment to this Contract.

- o. **Department's Designated Project Manager.** Per Master Agreement Subsection 4.4.2, the Department's Project Manager for this Participating Addendum is:

Matthew Jarrard, MPA
Deputy CIO, Medicaid Enterprise System Chief
Georgia Department of Community Health
2 Peachtree St. NW; 38th Floor
Atlanta, GA 30303
404-293-4440
mjarrard@dch.ga.gov

Changes to the Department's designated Project Manager shall not require an amendment to this Contract.

- p. **Employment of State Personnel.** Master Agreement Subsection 4.5, *Employment of State Personnel*, is deleted in its entirety and replaced with the following:

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:

4.5.1 O.C.G.A. § 45-10-1;

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

- 4.5.2 O.C.G.A. § 45-10-3;
- 4.5.3 O.C.G.A. § 45-10-22;
- 4.5.4 O.C.G.A. § 45-10-23;
- 4.5.5 O.C.G.A. § 45-10-24; and
- 4.5.6 The State of Georgia Governor's Executive Order Establishing a Code of Ethics for Executive Branch Officers and Employees, January 14, 2019.

- q. **Reference and Background Checks, Exclusions, and Debarment.** Master Agreement Subsection 4.6, *References and Background Checks*, is deleted in its entirety and replaced with the following:

4.6 Reference and Background Checks, Exclusions, and Debarment.

- 4.6.1 The Department has the right to require Contractor to conduct reference checks, background checks, and criminal history checks on any Contractor Staff, including, but not limited to, those 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's 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 shall provide a bi-annual report that confirms that Contractor has performed the above-described checks. 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.
- 4.6.2 Contractor also agrees to abide by 42 U.S.C. § 1320a-7 and all other related provisions or Applicable Laws. To that end, the Contractor shall not employ or use any company, entity, or individual that is on the Federal Exclusions List or any company, entity, or individual subject to 42 U.S.C. § 1320a-7.
- 4.6.3 By signing or executing this Contract, Contractor states and certifies that it is in compliance with and that it will continue to comply with the Anti-Kickback Act of 1986, 41 U.S.C. § 51-58, and Federal Acquisition Regulation 52.203-7.
- 4.6.4 Additionally, by signing or executing this Contract, Contractor states and

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

4.6.5 Contractor agrees to sign and comply with Attachment B, *Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters*.

r. **Records Retention and Access Requirements; Subpoenas for Records and Other Documents.** Master Agreement Subsection 4.7, *Records Retention and Access Requirements*, is deleted in its entirety and replaced with the following:

4.7 Records Retention and Access Requirements; Subpoenas for Records and Other Documents.

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 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, the State Attorney General, the State Health Care Fraud Control Unit, the State Department of Audits and Accounts, 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. Any records requested hereunder shall be produced Immediately for review at the Department or sent to the requesting authority by mail or electronically (including but not limited to, use of an SFTP site) within fourteen (14) Calendar Days following a request. All records shall be provided at the sole cost and expense of Contractor. The Department, the State Health Care Fraud Control Unit the State Department of Audits and Accounts, 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. The State and federal Standards for audits of Department agents, contractors and programs are applicable to this

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

section and are incorporated by reference into this Contract as though fully set out herein.

- 4.7.3 Records must be retained for a period of seven (7) years from the date of final payment under this Contract, and for such period, if any, as is required by Applicable Law or by any other section of this Contract. If the Contract is completely or partially terminated or expires, the records relating to terminated/expired work shall be preserved and made available for a period of seven (7) years from the date of termination/expiration or of any resulting final settlement. 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 or been disposed of. 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 access to all of Contractor's records, materials and information including (whether part of this Contract by reference or inclusion) 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, the State Health Care Fraud Control Unit, the State Department of Audits and Accounts, 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. All records shall be provided at the sole cost and expense of Contractor.
- 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.
- 4.7.6 The Department may issue subpoenas to Contractor, which require Contractor or its agents (e.g., employees, subcontractors) to: produce and permit inspection and copying of designated books, papers, documents, or other tangible items; and/or attend and give testimony at a deposition or hearing. Contractor agrees to comply with all subpoenas issued by the Department or

parties acting on behalf of the Department. Contractor understands that it is ultimately responsible for its agents' compliance with the subpoenas described herein.

- s. **Audit Reports; Independent Financial and Security Assessments.** Master Agreement Subsection 4.10, *Audit Reports*, is deleted in its entirety and replaced with the following:

4.10 Audit Reports, Independent Financial and Security Assessments.

- 4.10.1 Financial – Contractor shall submit by May 15 of each year (or alternate date approved in writing by the Department) an Annual Independent Assessment of the Organization's Financial Controls that meets all standards and requirements of the most current version of the American Institute of Certified Public Accountants' (AICPA's) Statement on Standards for Attestation Engagements (currently a SOC 1, TYPE II Financial Controls Assessment).
- 4.10.2 Security – On the anniversary date of the go-live date each year of the Contract, Contractor shall submit an Annual Independent Security Assessment of the Service Organization's NIST 800-53 (Moderate-Impact-Baseline) Security Controls and Safeguards that meets all standards and requirements as outlined in SLA107-GA in Appendix B.
- 4.10.3 Contractor shall bear the cost of obtaining the reports identified in this section and for the implementation of corrective actions identified as a result of the assessments. In addition, Contractor shall provide the State Auditor with complete access to the records described in this section.
- 4.10.4 The audits required by this section must be conducted by an independent auditing firm which has prior audit experience. The auditor must meet all standards for independence. The selection of, and contract with the independent auditor shall be subject to the approval of the Department and the State Auditor. The independent auditing firm shall simultaneously deliver identical reports of its findings and recommendations to Contractor and the Department within sixty (60) Calendar Days after the close of each review period. The audits shall be conducted, and the reports shall be prepared in accordance with generally accepted auditing standards for such audits as defined in the publications of the AICPA entitled "Clarified Statements on Auditing Standards" and/or NIST.
- 4.10.5 Contractor shall respond to the audit findings and recommendations within thirty (30) Calendar Days of receipt of the audit and shall submit an acceptable proposed POA&M/CAP to the Department where required. Contractor shall implement the POA&M/CAP within thirty (30) Calendar Days of its approval by the Department or as specified in the Department's approval.

MMIS-PROVIDER SERVICES MODULE
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- 4.10.6 The audit/assessments reports will be considered confidential and intended only for distribution to the Department and other entities as required by Applicable Law.
- 4.10.7 State reserves the right to conduct its own audit or to designate other auditors or reviewers to examine Contractor's operations and records which pertain to the work performed under this Contract.
- t. **Contract Performance Oversight.** Master Agreement Subsection 4.11, *CIO Oversight*, is deleted in its entirety and replaced with the following:
- 4.11 Contract Performance Oversight.
- The Department Project Manager will perform contract oversight activities. Such activities may include but are not limited to the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of Contract obligations. The Department has the authority to issue a right to assurance or a stop work order.
- u. **Georgia Taxpayer Protection False Claims Act.** Master Agreement Subsection 4.13.2 is deleted in its entirety and replaced with the following:
- 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 Georgia Taxpayer Protection False Claims Act, codified at O.C.G.A. § 23-3-120 to § 23-3-127, has been committed.
- v. **Electronic and Information Technology Accessibility Requirements.** Master Agreement Subsection 5.9, *Technology Access for Persons Who Are Blind or Visually Impaired*, is deleted in its entirety and replaced with the following:
- 5.9 Electronic and Information Technology Accessibility Requirements.

To the extent that Contractor is using electronic and information technology to fulfill its obligations under this Contract, Contractor agrees to comply with the electronic and information technology accessibility requirements under the federal civil rights laws including Section 504 and Section 508 of the Rehabilitation Act of 1973 ("Section 508"), the Americans with Disabilities Act, and 45 C.F.R. pt. 92 (or any subsequent standard adopted by an oversight administrative body, including the Federal Accessibility Board). To comply with the accessibility requirements for web content and non-web electronic documents and software, Contractor shall use the most current W3C's Web Content Accessibility Guidelines ("WCAG") level AA or higher (For the W3C's guidelines see:

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

<https://www.w3.org/WAI/standards-guidelines/wcag/new-in-21/>) (More resources can be found at <https://www.w3.org/WAI/> and <https://www.access-board.gov/guidelines-and-standards/communications-and-it>).

- w. **Equipment.** Master Agreement Section 6, *Equipment*, is amended to require Contractor to provide at least ninety (90) days' advance Notice to the Department before Contractor moves its Equipment to another Site.

Except as specifically modified herein the terms and conditions in Section 6 shall remain in full force and effect and applicable to this Participating Addendum.

- x. **Acceptance Process.** Master Agreement Subsection 7.3, *Acceptance Process*, is deleted in its entirety and replaced with the following:

7.3 Acceptance Process

- 7.3.1 Contractor must give Confirmation for each Deliverable before the Department will begin performing Acceptance Tests. For Software related Deliverables, Contractor shall provide all artifacts specified in the DED or other written documentation mutually agreed to by the Parties, along with required systems access and permissions to validate all provided data to the Department prior to the Department performing Acceptance Tests. Contractor shall also (prior to Department Acceptance Tests) provide the Department a demo (i.e., demo of application and/or interfaces including batch jobs) in which Contractor shall present and discuss the technical aspects (including accuracy and completeness) of the Deliverable with the Department and allow the latter the opportunity to ask questions, raise concerns, or make suggestions. Upon delivery of a Service or Deliverable and receipt of Confirmation from Contractor that the Service or Deliverable meets applicable Specifications and Acceptance Criteria (including the approved DED), the Department will, with Contractor's assistance (which shall include, but not be limited to, providing training and assistance with executing test scenarios) 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 written document, and such Deficiencies shall serve as the grounds for the Department's decision not to give Acceptance. Contractor shall correct all listed Deficiencies as well as all other Deficiencies of which Contractor is aware and are within the scope, intent and/or objective of the Contract, including the Specifications and Acceptance Criteria (including the approved DED), 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

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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 (10) Calendar Days (or such other reasonable time period mutually agreed to by the Parties) which shall be based on the Severity of the Deficiency (as determined by the Department, in its sole judgment)). For avoidance of doubt, the Department's determination regarding the Severity of the Deficiency shall be conclusive and not subject to appeal by Contractor. Furthermore, in the event that the Parties cannot reach a mutually agreeable alternate time period, the ten (10) Calendar Days period will apply and shall have commenced from the original notice date of the Deficiency.

- 7.3.2 If Contractor is unable to correct all Deficiencies within the number of days described in Section 7.3.1 following the scheduled Acceptance date, the Department may, within thirty (30) Calendar 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) arrange for the repair or replacement of the defective Deliverable, by the Department or by another source, at Contractor's expense; (d) 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 (e) 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 fourteen (14) Calendar Days (or some time period greater, as required by the Department and specified in the Work Plan) without Deficiencies (including, but not limited to, significant Operational issues, such as critical or high ticket defects) and the new Functionality or feature(s) of the Deliverable has actually been employed by end-users to, in fact, perform business processes/operations during such fourteen (14) day period. Any Deficiencies found in the Deliverable shall be corrected by Contractor at no charge to the Department. For avoidance of doubt, the Deficiency(ies) will only be deemed corrected if the underlying root cause of the Deficiency(ies) has been eliminated (i.e., the solution prevents any more incidents from being

caused by such Deficiency; or the underlying Deficiency should not occur from any scenario or source).

- y. **Interpretation of Deliverables.** Master Agreement Subsection 7.6, *Interpretation of Deliverables*, is deleted in its entirety and replaced with the following:

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 by the Department, in its sole reasonable judgment and, if practical, in favor of the latest Department-approved Deliverable except, for instance, 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; provided, that the Department Project Manager shall not have the authority nor license to consent on behalf of the Department to waive or remove (in writing or otherwise) any Applicable Law and/or State (including Department) and federal program rules, policies, and Standards applicable to any Deliverable or Service. Any such consent shall be null and void.

- z. **Representation.** Master Agreement Subsection 7.7, *Representation*, is deleted in its entirety and replaced with the following:

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 at that time detected no Deficiencies of sufficient gravity to warrant the withholding or denial of payment for the work completed. Neither payment nor Acceptance by the Department for the limited purpose described in this Section shall discharge any of Contractor's contractual obligations with respect to such Deliverable or Services nor constitute a waiver by the Department of any rights or remedies under the Contract or applicable law, including but not limited to any warranty rights, if such Deliverable or Service is found after Acceptance by the Department to contain a Deficiency.

- aa. **Versions.** Master Agreement Subsection 8.9, *Versions*, is deleted in its entirety and replaced with the following:

8.9 Versions.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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 stable (i.e., tested and no Deficiencies) version or no more than one version back from the most current stable 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.

bb. **Enterprise Data Management Strategy.** Master Agreement Subsection 9.7, *Data*, is amended by adding new Subsection "9.75", as follows:

9.75 All Data must be managed and governed in accordance with the Department's Enterprise Data Management Strategy ("EDMS"), which is attached as Exhibit 9, and incorporated into the Contract by this reference.

cc. **Unauthorized Code and Self-Help Code.** Master Agreement Subsection 11.4, *Unauthorized Code and Self-Help Code*, is deleted in its entirety and replaced with the following:

11.4 Unauthorized Code and Self-Help Code.

11.4.1 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 shall use industry standard virus checking tools to prevent the Software from having Unauthorized Code and 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.

11.4.2 Contractor further warrants that Contractor shall not introduce, via modem or otherwise, any code or mechanism that electronically notifies Contractor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict the Department's use of or access to the Software, Data, or Equipment, in whole or in part, based on any type of limiting criteria, including without limitation frequency or duration of use for any copy of the Software provided to the Department under this Contract. Contractor promptly shall remove such code, mechanism, key, node, lock, time-out, or other function that is in breach of this warranty.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

dd. **Registration.** Master Agreement Subsection 11.6.3 is deleted in its entirety and replaced with the following:

11.6.3 Any business intending to transact business in Georgia must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Georgia, must determine whether they are transacting business in Georgia in accordance with O.C.G.A. §§ 14-2-1501 and 14-11-702. 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 Georgia, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Georgia. To obtain registration materials, call the Office of the Georgia Secretary of State at (844) 753-7825, or visit their website at <https://sos.ga.gov/>.

ee. **Legal and Regulatory Compliance.** Master Agreement Subsection 11.9, *Legal and Regulatory Compliance*, is deleted in its entirety and replaced with the following:

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. If 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 to Contractor Services required to meet federal or State laws, regulations, codes, Standards, or ordinances enacted or amended after the Effective Date will be made by Contractor at no cost to the Department, if the modification is not unique to the Department and is made available in the Contractor's SaaS product at no charge as a Product Update to any other entity or individual within Contractor's customer base.¹³ For modifications resulting from state/federal laws, regulations, codes, Standards, or ordinances enacted or amended after the Effective Date that are not offered as Product Updates by the Contractor, the cost of modification or enhancement will be prorated among Contractor's customer base that have procured or implemented the same Contractor Technology or similar Contractor Technology. Additionally, implementation costs specific to each state which are based on the implementation timeline and the state specific documentation, testing, training, and operations management transition efforts for no cost Product Updates are considered for cost Enhancements. Any state specific customizations required to meet the federal or

¹³ The Department reserves the right to refuse the implementation of any Product Update(s). In the event the Department chooses not to implement a certain Product Update(s), Contractor shall warrant the System as it exists and functions without the implementation of the Product Update(s).

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

state laws, regulations, codes, Standards, or ordinances mandate will be accounted for in the implementation costs applicable to that state. If any modification resulting from federal or State laws, regulations, codes, Standards, or ordinances enacted or amended after the Effective Date applies to Contractor's customers in the State of Georgia only and is not offered as a Product Update, the cost of the modification to Contractor Services will be prorated among Contractor's customers in the State of Georgia. For federal or State laws, regulations, codes, Standards, or ordinances enacted or amended 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, regulation, code, Standard, or ordinance, by the Department, if such modification is the result of a State of Georgia law, regulation, code, Standard, or ordinance; or (ii) 180 days of the publication of a federal regulation in the Federal Register or (iii) the compliance date of the federal or State law, regulation, code, Standard, or ordinance, whichever is later. Notwithstanding the foregoing, if a federal or State law, regulation, code, Standard, or ordinance enacted or amended after the Effective Date requires a modification to Contractor Services to be complete in less than 180 days, Contractor will use commercially reasonable efforts to provide such modifications in compliance with the applicable federal or State law, regulations, code, Standard, or ordinance. If such efforts do not result in timely compliance, Contractor shall, at no cost to the Department, cooperate with the Department in seeking a reasonable extension of time to comply from the applicable federal or State law, regulation, code, Standard, or ordinance.

ff. **Violation of State or Federal Law.** Master Agreement Subsection 13.2.3 is deleted in its entirety and replaced with the following:

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 23, Chapter 3, Article 6, O.C.G.A. and DCH Ethics In Procurement Policy No. 402.

gg. **Letter of Credit.** In addition to the terms and conditions contained in Master Agreement Section 15, *Letter of Credit*, which remains in full force and effect and applicable to this Participating Addendum, Contractor agrees:

- i. The Letter of Credit shall be issued by an FDIC insured financial institution authorized to do business in the State of Georgia.
- ii. The Letter of Credit shall allow for filing of claims relating to the Contract term for at least ninety (90) Calendar Days after Contract termination or expiration.
- iii. The Letter of Credit shall be in the form indicated in GA State Attachment K, *Sample Letter of Credit*, as attached to this Participating Addendum.
- iv. The original Letter of Credit shall be delivered to the following address within ten (10) Business Days from the Effective Date:

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Administrative Assistant, Contracts Administration
Georgia Department of Community Health
2 Peachtree Street, NW – 40th Floor
Atlanta, Georgia 30303

as well as an electronic copy to contractsadmin@dch.ga.gov.

- v. In the event of an amendment to the Contract which impacts cost, Contractor shall provide an amended, supplemental, or replacement Letter of Credit that meets the requirements stated in the Contract within ten (10) Business Days of the activity which necessitated the adjustment.
- hh. **Liquidated Damages.** In addition to the terms and conditions contained in Master Agreement Subsection 16.1, *Liquidated Damages*, which remains in full force and effect and applicable to this Participating Addendum, Contractor agrees:
 - i. To provide evidence acceptable to the Department to challenge the reimbursement to the Department for actual damages or the amounts set forth as liquidated damages within thirty (30) Calendar Days of receiving the Department's written proposed damage assessment. It shall not be a valid defense to the imposition of liquidated damages to allege or assert that any Department staff (including but not limited to, the Department Contract Manager or Department Project Manager) previously consented (directly or indirectly, whether in writing or verbally) to easing, putting aside, or waiving the Performance Standards herein. Only the Department Commissioner has the authority to put aside or waive Performance Standards or liquidated damages under the Contract and such waiver shall be in writing, including by means of an amendment to the Contract.
 - ii. That disputes arising under this section shall be managed by the Department Contract Compliance Unit. Contractor shall be allowed to appeal any decision of the Department Contract Compliance Unit to the Department Commissioner or his or her designee. Pending final determination of any dispute, Contractor shall proceed diligently with performance of the Contract and in accordance with the direction of the Department Project Manager.
 - iii. The Department, at its option, may obtain payment of assessed damages through one (1) or more claims upon any performance bond, irrevocable letter of credit, or other security instrument furnished by Contractor.
- ii. **Scope of the Corrective Action Plan.** Master Agreement Subsection 17.2.3 is deleted in its entirety and replaced with the following:
 - 17.2.3 Contractor's specific proposal to cure or resolve the Deficiency or breach, which shall include:

17.2.3.1 Time frames for resolution and changes; and

17.2.3.2 A commitment by Contractor to devote the appropriate time, skilled Contractor personnel, system support and equipment, and/or resources to remedy, and prevent any further occurrences.

jj. **Submission and Approval of Corrective Action Plan; No Additional Charges.** Master Agreement Subsection 17.3, *Submission and Approval of Corrective Action Plan*, is deleted in its entirety and replaced with the following:

17.3 Submission and Approval of Corrective Action Plan; No Additional Charges.

17.3.1 The Corrective Action Plan must be submitted within five (5) Business Days following the request for the Corrective Action Plan by the Department or another date acceptable to the Department. The Corrective Action Plan is subject to written approval by the Department prior to implementation. The Department may accept the Corrective Action Plan as submitted, may accept the Corrective Action Plan with specified modifications or may reject the Corrective Action Plan.

17.3.2 There shall be no additional charge for Contractor's implementation of such Corrective Action Plan in the time frames and manner set forth in the Corrective Action Plan. All costs associated with or incidental to carrying out the Corrective Action Plan, including but not limited to, removal, disassembly, reinstallation, reconstruction, retesting, and re-inspection which may be necessary to correct the Deficiency or non-compliance shall be borne by Contractor.

kk. **State of Georgia Insurance Statutes.** Contractor shall secure all insurance coverage(s), as set forth in Master Agreement Section 18, *Insurance*, which remains in full force and effect and applicable to this Participating Addendum, from either: (a) an insurance carrier or carriers licensed to conduct business in the State of Georgia by the Insurance Commissioner and having an A.M. Best Company rating of A-, Class VII or better, unless specific approval has been granted by the Department; (b) through a self-funded Risk Management Plan pursuant to O.C.G.A. § 45-9-21, *et seq.*; (c) by means of a Self-Insurance Program in accordance with the provisions of Title 33 of the Georgia Code; or (d) any combination thereof. Workers' Compensation Insurance shall be maintained in accordance with the statutory limits established by the General Assembly of the State of Georgia, including but not limited to, the provisions of Title 34, Chapter 9 of the Official Code of Georgia Annotated.

Contractor shall indemnify and hold harmless the Department and the State from any liability arising out of Contractor's or Subcontractor's untimely failure in securing adequate insurance coverage as prescribed in this Participating Addendum.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

- ll. **Cancellation of Insurance.** Master Agreement Subsection 18.7, *Cancellation*, is deleted in its entirety and replaced with the following:

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 be reduced in scope of coverage until thirty (30) Calendar Days' written Notice has been given to the Department, attention the Department's Project Manager, and the Georgia Department of Administrative Services, attention to Risk Management Division, and Contractor has replacement insurance policy(ies) in place that satisfy the requirements set forth in this Section, and such replacement insurance policy(ies) has been received, accepted, and acknowledged by the Department. 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.

- mm. **Open Records Act of Georgia.** For purposes of this Participating Addendum, any references to the "public right to know under Montana law" in Master Agreement Subsection 19.3, *This Contract and Appendices are Supporting Documents*, shall refer to and read as references to the "Open Records Act of Georgia, O.C.G.A. § 50-18-70 *et. seq.*" (hereinafter "GA ORA"). Contractor acknowledges that the Department is subject to the GA ORA, and that this Participating Addendum, including any exhibits, attachments, appendices, and supporting documents, constitute public information as defined under the GA ORA. Any claim of Proprietary Information by Contractor shall include an affidavit of legal counsel for Contractor, in the form indicated in GA State Attachment J, *Affidavit for Proprietary Information Confidentiality*, which meets the requirements of O.C.G.A. § 50-18-72(a)(34).

Except as specifically modified herein, all other terms and conditions in Subsection 19.3 remain in full force and effect and applicable to this Participating Addendum.

- nn. **HIPAA and HITECH Compliance.** Paragraph 1 in Master Agreement Subsection 20.2, *Contractor Compliance with the Federal HIPAA and HITECH*, and Subsection 20.2.1 are deleted in their entireties and replaced with the following:

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, shall 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 all implementing regulations (together, the "HIPAA Privacy and

Security Rules”) as they may be applicable to the Contractor and the services provided through this Contract. Upon the Effective Date of this Contract and upon any material change in the HIPAA Privacy and Security Rules, Contractor must provide the Department with a written description of the policies and procedures used by it to achieve and maintain compliance with the HIPAA Privacy and Security Rules. These policies and procedures are subject to Department approval.

20.2.1 The Contractor is a Business Associate of the Department as defined at 45 CFR 160.103. It must comply with the HIPAA privacy and Security Rules. As a Business Associate the Contractor agrees to sign and must comply with the further requirements and limitations that appear with this Contract as Appendix J. Contractor also agrees to abide by the terms and conditions of current Department policies and procedures; and agrees to sign and comply with GA State Attachment C, *Confidentiality Statement for Safeguarding Information*.

oo. **Compliance with other Applicable Federal and State Regulatory Laws.** Master Agreement Subsection 20.3., *Cause for Termination*, is deleted in its entirety and replaced with the following:

20.3 Compliance with Other Applicable Federal and State Regulatory Laws.

Contractor shall comply with all applicable federal and State regulatory laws as outlined in Exhibit 10, State of Georgia Security Standards and Requirements for Participating Addendum Provider Services, which is attached and incorporated into the Contract by this reference.

20.3.1 As part of its security obligations, Contractor shall, ninety (90) Calendar Days prior to Production ready application date¹⁴, submit to the Department for review and approval, a completed Information System Security Plan (SSP) based on the most current version of NIST Special Publication 800-53 (Moderate-Impact-Baseline) Federal Computer Security Controls/Sub-controls which details how Contractor's technology software solution and services meet applicable security controls. This includes internally implemented and third-party contracted security controls, services and functions. The SSP must detail, all Section criteria specified in the most current version of NIST Special Publication 800-18, Guide for Developing Security Plans Appendix A: Sample Information Security Plan Template. The SSP must be approved by the Department prior to the Contractor being allowed access to State Data and to avoid liquidated damages being assessed. Contractor shall review and update the SSP on an annual basis by each year by the anniversary date of the Go-Live Date and sixty (60)

¹⁴ For purposes of this Subsection 20.3.1 and SLAs 109-GA and 110-GA, the term “Production ready application date” shall mean the date the application has been tested and is ready and able to go live (i.e., able to accept Production ready data, such as PHI data).

Calendar Days after any significant change to the platform for any and all Contract renewals.

- pp. **Cause for Termination (Protection Obligations for Confidential Information).** Master Agreement Section 20, Protection Obligations for Confidential Information, is amended by adding new Subsection “20.4”, as follows:

20.4 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.

- qq. **Indemnification (Intellectual Property).** Master Agreement Subsection 21.1, *Intellectual Property*, is deleted in its entirety and replaced with the following:

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 (“Third-Party IP Claim”, which shall include any action at law and in equity alleging federal, state, and common-law infringement including any and all related claims) and Contractor must pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys’ fees) and expenses (collectively the “Losses”) caused by or arising from such claim. The Department will within five (5) business of receipt give Contractor notice of any such claim. Failure by the Department to provide notice in accordance with this Section shall not relieve Contractor from the obligation to indemnify the Department under the Contract, except to the extent that Contractor suffers actual prejudice as a result of such failure.

21.1.2 At its sole option, under any authority granted to it, by the Georgia Constitution (including but not limited to, Article 5, Section 3, Paragraph 3) and/or any act of the Georgia General Assembly, the Georgia Attorney General’s Office (“GA Attorney General”) may appoint Contractor to assume the defense of a Third-Party IP Claim; provided, that in addition to any other terms and conditions

outlined in any separate agreement between the GA Attorney General and Contractor related to the defense of a Third-Party IP Claim¹⁵, Contractor shall:

- 21.1.2.1 following its review of the facts presented in the initial complaint or letter alleging infringement, confirm, in writing, Contractor's preliminary obligation to indemnify the Department for any such Losses to the extent resulting from, or arising out of such Third-Party IP Claim;
- 21.1.2.2 in good faith reasonably cooperate and consult with the Department and the GA Attorney General ("collectively "the State") during the prosecution of the Third-Party IP Claim and through the course of settlement negotiations, including but not limited to, keeping the State advised of the status of such legal proceedings and the defense thereof and considering the State's views on litigation strategies;
- 21.1.2.3 permit the State, at its own cost and expense, to participate in the defense with counsel selected by the State; and
- 21.1.2.4 not agree to or reject any settlement associated with any Third-Party IP Claim without prior written consent of the GA Attorney General.

21.1.3 The Department agrees that the assumption of the defense by Contractor of a Third-Party IP Claim shall not constitute a waiver by Contractor of any defense it may assert against the Department's claim for indemnification; provided, however, that if, in the course of defending such Third-Party IP Claim, Contractor determines that (i) there exists or could arise a conflict of interest, that under Applicable Law and/or applicable principal of legal ethics, prohibits Contractor from representing the State in such Third-Party IP Claim, (ii) the interests of the State and Contractor with respect to such Third-Party IP Claim are sufficiently adverse to prohibit Contractor from representing the State in such Third-Party IP Claim, or (iii) there is a reasonable basis for asserting, in accordance with Section 21.1.5, below, that Contractor does not have an obligation to indemnify and hold the Department harmless in respect to such Third-Party IP Claim, then Contractor shall, within twenty-four (24) hours of such determination, provide written notice to the GA Attorney General in order to allow the State to determine whether Contractor will be permitted to retain the responsibility for defending the Third-Party IP Claim on behalf of the State. In addition, if during the course of Contractor's legal representation of the State, the State determines there are likely to be defenses available to it that are different from or additional to those available to Contractor or Contractor fails

¹⁵ As it specifically relates to the defense of a Third-Party IP Claim, in the event of a conflict in language between this Contract and any agreement between the GA Attorney General and Contractor, the terms, conditions, provisions and requirements of the latter shall control and govern without exception.

MMIS-PROVIDER SERVICES MODULE
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to defend such Third-Party IP Claim vigorously and in good faith, then the State shall have the right to re-assume the defense of the Third-Party IP Claim from Contractor. In this case, Contractor shall provide the State with reasonable information and assistance for the defense and settlement of the Third-Party IP Claim. Notwithstanding the foregoing and irrespective of the reasons, in the event the State assumes the defense of the Third-Party IP Claim from Contractor, Contractor shall not be reimbursed by the State for any costs and expenses incurred by Contractor during the period Contractor had assumed the defense of the Third-Party IP Claim on behalf of the State. Contractor, however, 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.

- 21.1.4 In the event of such a claim, if Contractor cannot assume sole responsibility for or control of the litigation or any settlement negotiations because of applicable Georgia law, the Department shall (i) not impair Contractor's own rights, defenses, or claims against the claimant, (ii) in good faith reasonably cooperate and consult with Contractor during the course of settlement negotiations and prosecution of the claim, and (iii) not withhold from Contractor access to all communications and documentations with all parties, witnesses, and judicial or administrative body(ies) associated with such claim upon Contractor's request, except where prohibited by Applicable Law.
- 21.1.5 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.
- 21.1.6 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

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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 Contract; or (iii) third party content supplied or transmitted by the Department or its Users.

21.1.7 This indemnification extends to the successors and assigns of Contractor, and this indemnification survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of Contractor.

rr. **Indemnification (General).** Master Agreement Subsection 21.2, *General*, is deleted in its entirety and replaced with the following:

21.2 General.

21.2.1 Contractor must, at its expense, defend, indemnify 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:

21.2.1.2 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;

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

21.2.1.4 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

21.2.1.5 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 Georgia under this Section extends only to losses, liabilities, damages,

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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 Georgia as jointly liable with Contractor relating to performance under this Contract. The obligation of Contractor to indemnify, defend and hold harmless the State of Georgia 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 Georgia, 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. An allegation of liability includes both actual and alleged claims, demands, and legal causes of action.

21.2.4 At its sole option, under any authority granted to it, by the Georgia Constitution (including but not limited to, Article 5, Section 3, Paragraph 3) and/or any act of the Georgia General Assembly, the Georgia Attorney General's Office ("GA Attorney General") may appoint Contractor to assume the defense of the matter; provided, that in addition to any other terms and conditions outlined in any separate agreement between the GA Attorney General and Contractor related to the defense of the matter¹⁶, Contractor shall:

21.2.4.1 following its review of the facts presented in the initial complaint or letter alleging infringement, confirm, in writing, Contractor's preliminary obligation to indemnify the Department for any such Losses to the extent resulting from, or arising out of such third-party claim;

21.2.4.2 in good faith reasonably cooperate and consult with the State during the prosecution of the matter and through the course of settlement negotiations, including but not limited to, keeping the State advised of the status of such legal proceedings and the defense thereof and considering the State's views on litigation strategies;

21.2.4.3 permit the State, at its own cost and expense, to participate in the defense with counsel selected by the State; and

21.2.4.4 not agree to or reject any settlement associated with any matter without prior written consent of the GA Attorney General.

21.2.5 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 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

¹⁶ As it specifically relates to the defense of the matter, in the event of a conflict in language between this Agreement and any agreement between the GA Attorney General and Contractor the terms, conditions, provisions and requirements of the latter shall control and govern without exception.

the costs of defense incurred by the Department including attorney fees, investigation, discovery, experts, and court costs.

In the event of such a claim, if Contractor cannot assume sole responsibility for or control of the litigation or any settlement negotiations because of applicable Georgia law, the Department shall (i) not impair Contractor's own rights, defenses, or claims against the claimant, (ii) in good faith reasonably cooperate and consult with Contractor during the course of settlement negotiations and prosecution of the claim, and (iii) not withhold from Contractor access to all communications and documentations with all parties, witnesses, and judicial or administrative body(ies) associated with such claim upon Contractor's request, except where prohibited by Applicable Law.

21.2.7 This indemnification extends to the successors and assigns of Contractor, and this indemnification survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of Contractor.

ss. **The Department's Limitation of Liability.** Master Agreement Subsection 22.1, *The Department's Limitation of Liability*, is deleted in its entirety and replaced with the following:

22.1 The Department's Limitation of Liability.

Any liabilities of the State of Georgia and its officials, employees and agents are governed and limited by the provisions of Title 50, Chapter 21, O.C.G.A, for all acts, omissions, negligence, alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.

tt. **Termination for Contractor's Material Breach.** Paragraph 1 in Master Agreement Subsection 23.1, *Termination for Contractor's Material Breach*, is deleted in its entirety and replaced with the following:

If Contractor materially breaches this Contract, then the Department may give Contractor written Notice of such breach. Contractor must correct the breach within thirty (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, but is not limited to, 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;

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

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Led by the State of Montana

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.

uu. **Termination for Non-allocation of Funds.** Master Agreement Subsection 23.8, *Termination for Non-Allocation of Funds*, is deleted in its entirety and replaced with the following:

23.8 Termination for Non-Allocation of Funds.

The Parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State.¹⁷ If funds (including but not limited to state appropriations and/or federal grant funding) are not allocated to continue this Contract in any future period, the Department must terminate this Contract (in accordance with O.C.G.A. 50-5-64). The certification by the Department of the events stated above shall be conclusive and not subject to appeal. 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.

vv. **Termination Due to Insolvency, Bankruptcy, Financial Instability.** Master Agreement Subsection 23.10, *Termination Due to Non-Compliance with DOA*, is deleted in its entirety and replaced with the following:

23.10 Termination Due to Insolvency, Bankruptcy, Financial Instability.

The Contract may be terminated by the Department for any of the following reasons:

23.10.1 Immediately, in the event of Contractor's insolvency or declaration of bankruptcy; or

23.10.2 determination by the Department that the instability of the Contractor's financial condition threatens delivery of services and continued performance of Contractor's responsibilities, upon five (5) Calendar Days' notice.

¹⁷ See GA Const. Art. VII, § IV, ¶ VII.

ww. **Termination Claims (General).** Upon receipt of any Notice of termination, pursuant to Master Agreement Section 23, Termination, Contractor shall have no entitlement to receive any amount for lost revenues, lost opportunities or anticipated profits, resulting change in business condition, or expenditures associated with this or any other contract.

xx. **Assignment.** Notwithstanding the terms and conditions contained in Master Agreement Subsection 24.2, *Assignment*, Contractor agrees:

- i. That Contractor shall not 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.
- ii. The rights of the Department under this Contract may be assigned to any other agency of the State of Georgia, with ten (10) Calendar Days' prior notice to Contractor.

Except as specifically modified herein, the terms and conditions in Subsection 24.2 remain in full force and effect and applicable to this Participating Addendum.

yy. **Effect of Change in Control on Key Personnel.** Master Agreement Subsubsection 24.2.5, is deleted in its entirety and replaced with the following:

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 Commissioner does not approve that transaction, then the Department shall have a Termination Window to provide Contractor with between six (6) and twelve (12) 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 date of that transaction or after the date the Department received such written notice of acquisition, whichever is later. Notwithstanding any other provision in the Contract, in the event of an acquisition, merger, divestiture, spin-out, spin-off, rebadging of project employees to a new employer, and/or other change in Control of Contractor which occurs prior to or following the Effective Date of the Contract, Contractor agrees that it shall not remove, without written approval from the Department, any Key Personnel as identified in Exhibit 6, *Approved Key Personnel*.

zz. **Attorneys' Fees and Costs.** Master Agreement Subsection 24.3, *Attorneys' Fees and Costs*, is deleted in its entirety and replaced with the following:

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; provided, however, that:

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

24.3.1 In the event the Department prevails, Contractor agrees to pay all expenses of such action including reasonable attorneys' fees and costs at all stages of litigation as awarded by the court, a lawful tribunal, hearing officer or administrative law judge.

24.3.2 If Contractor prevails in any such action, the court or hearing officer, at its discretion, may award costs and reasonable attorneys' fees to Contractor. Absent such an award, the Department shall not be liable for costs or attorneys' fees.

The term "legal action" shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.

aaa. **Authority.** Master Agreement Subsection 24.4, Authority, is deleted in its entirety and replaced with the following:

24.4 Authority.

The Department has full power and authority to enter into this Contract. 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. Each party further acknowledges that it: has had the opportunity to consult with and/or retain legal counsel of its choice; read this Contract; understands this Contract; and agrees to be bound by it.

bbb. **Right to Submit Timely Claims Against Contractor.** Notwithstanding any time-limitations to the contrary in Subsection 24.6, *Claims*, nothing shall preclude the Department (by and through the GA Attorney General) from filing any claim(s), suit(s), or action(s), growing out of, or arising from this Contract, against Contractor, provided, such claim(s), suit(s), or actions against Contractor are brought within the time limit permitted by the applicable statute of limitation laws of the State of Georgia.

ccc. **Compliance with Business, Tax, Labor, and Other Legal Authorities.** Master Agreement Subsection 24.7, *Compliance with Business, Tax, Labor, and Other Legal Authorities*, is deleted in its entirety and replaced with the following:

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

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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 Contractor and its employees, agents and Subcontractors must report to the Department or other appropriate State authority any credible evidence of an act in violation of the Georgia Taxpayer Protection False Claims Act, codified at O.C.G.A. § 23-3-120 to § 23-3-127.

24.7.5 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).

24.7.6 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.

24.7.7 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.

24.7.8 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.

ddd. **Compliance with Civil Rights Laws.** Master Agreement Subsections 24.8, *Compliance with Civil Rights Laws*, is deleted in its entirety and replaced with the following:

24.8 Compliance with Civil Rights Laws.

24.8.1 Discrimination Prohibited by 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 Compliance with Federal and State Authorities. Contractor must comply with the applicable provisions of:

24.8.2.1 State Personnel Board Rule 478-1-03, Antidiscrimination;

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

- 24.8.2.2 Department (DCH) Policy No. 413 Unlawful Discrimination & Harassment;
- 24.8.2.3 The federal Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), prohibiting discrimination based on race, color, or national origin;
- 24.8.2.4 The federal Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), prohibiting discrimination based on age;
- 24.8.2.5 The Education Amendments of 1972 (20 U.S.C. 1681), prohibiting discrimination based upon gender;
- 24.8.2.6 Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794), prohibiting discrimination based upon disability;
- 24.8.2.7 The federal Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), prohibiting discrimination based upon disability;
- 24.8.2.8 The Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. 4212);
- 24.8.2.9 The federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices;
- 24.8.2.10 The federal executive Order 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services;
- 24.8.2.11 The federal executive Order 13672 prohibiting discrimination based on sexual orientation and gender identity by contractors and subcontractors; and
- 24.8.2.12 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.

24.8.3 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.

eee. **Conflicts between Documents; Order of Precedence.** The Order of Precedence shall be as specified in this Participating Addendum, as outlined below. Accordingly, Master Agreement Section 24.9, *Conflicts between Documents; Order of Precedence*, is deleted and replaced with the following:

24.9 Conflicts between Documents; Order of Precedence.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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

- 24.9.1 Participating Entity's Participating Addendum, including Exhibits 1 thru 10 and GA State Attachments A through K; provided, that in the event of a conflict in language between the Exhibits and Attachments attached to the Participating Addendum, the terms, conditions, provisions and requirements of the Participating Addendum shall control and govern without exception. Any other conflicts shall be clarified or decided by the Participating Entity.
- 24.9.2 The Master Agreement, and thereafter, followed by the Appendices, which shall prevail in the following order:
 - 24.9.2.1 Change Orders;
 - 24.9.2.2 Appendix A (Payment Milestones, Deliverables, and Consideration);
 - 24.9.2.3 Appendix B (Performance Standards and Liquidated Damages);
 - 24.9.2.4 Appendix G (Work Plan);
 - 24.9.2.5 The Specifications (except as otherwise listed below);
 - 24.9.2.6 Appendix H (The RFP);
 - 24.9.2.7 Appendix C (Revisions to the Response);
 - 24.9.2.8 Appendix I (The Response);
 - 24.9.2.9 Appendix N (Third Party Pass Through Provisions);
 - 24.9.2.10 Appendix O (Solution Descriptions); and
 - 24.9.2.11 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.

fff. **Contractor Certification Regarding Ethics.** Master Agreement Subsection 24.10, *Contractor Certification Regarding Ethics*, is deleted in its entirety and replaced with the following:

24.10 Contractor Certification Regarding Ethics.

- 24.10.1 Contractor understands, states, and certifies that it made its proposal without collusion or fraud and that it did not offer or receive any kickbacks or other inducements from any other contractor, supplier, manufacturer, or subcontractor in connection with its Response.
- 24.10.2 Contractor agrees to sign and comply with GA State Attachment E, *Statement of Ethics*, GA State Attachment F, *DCH Ethics in Procurement Policy*, and GA State Attachment G, *Code of Ethics and Conflict of Interest Policy*.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ggg. **Counterparts/Electronic Signature.** Master Agreement Subsection 24.13, *Counterparts*, is deleted in its entirety and replaced with the following:

24.13 Counterparts/Electronic Signature.

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. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

hhh. **Dispute Resolution.** Master Agreement Subsection 24.14, *Dispute Resolution*, is deleted in its entirety and replaced with the following:

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.

24.14.2 Resolution. If the dispute cannot be resolved within thirty (30) Calendar Days of initiating such negotiations, the dispute shall be decided by the Department Contract Manager, who shall reduce his or her decision to writing and mail or otherwise furnish a copy to the Contractor.

24.14.3 Appeal. The written decision of the Department Contract Manager shall be final and conclusive, unless the Contractor mails or otherwise furnishes a written appeal to the Department Commissioner within ten (10) Calendar Days from the date of receipt of such decision. The decision of the Department Commissioner or his duly authorized representative for the determination of such appeal shall be final and conclusive.

24.14.4 Other Remedies. If either Party is dissatisfied, after exhausting the administrative process described above, that Party may pursue its available legal and equitable remedies.

24.14.5 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.

iii. **Drug-Free Workplace.** Master Agreement Subsection 24.15, *Drug-Free Workplace*, is deleted in its entirety and replaced with the following:

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

24.15 Drug-Free Workplace.

Contractor must certify to the Department that a drug-free workplace will be provided by Contractor's employees during the performance of the Contract as required by the "Drug-Free Workplace Act", O.C.G.A. § 50-24-1, et seq. and certify compliance with applicable federal law as set forth in GA State Attachment D. Contractor agrees to sign and comply with GA State Attachment D. Any false certification by Contractor or violation of such certification, or failure to carry out the requirements set forth in State of Georgia or federal statutes, rules, regulations, policies, or guidelines relating to a drug free workplace may result in Contractor being suspended, terminated or debarred from the performance of this Contract. 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.

iii. **Entire Agreement, Acknowledgement of Understanding.** Master Agreement Subsection 24.16.1 is deleted in its entirety and replaced with the following:

24.16.1 This Contract consists of 454 numbered pages, and the following Exhibits, Attachments, and Appendices:

- 24.16.1.1 Exhibit 1 – Revised Appendix C, Attachment G – Pricing Schedules.
- 24.16.1.2 Exhibit 2 – Project Work Plan.
- 24.16.1.3 Exhibit 3 – Revised Appendix C, Attachment F - Requirements Matrix.
- 24.16.1.4 Exhibit 4 – Revised Appendix B – Performance Standards.
- 24.16.1.5 Exhibit 5 – Resource Allocation Schedule.
- 24.16.1.6 Exhibit 6 – Approved Key Personnel.
- 24.16.1.7 Exhibit 7 – Appendix D – Irrevocable Letter of Credit.
- 24.16.1.8 Exhibit 8 – Appendix J – Business Associate Agreement.
- 24.16.1.9 Exhibit 9 – Enterprise Data Management Strategy (EDMS).
- 24.16.1.10 Exhibit 10 – State of Georgia Security Standards and Requirements for Participating Addendum Provider Services.
- 24.16.1.11 GA State Attachment A – Georgia Department of Community Health Non-Profit Organization Disclosure Form.
- 24.16.1.12 GA State Attachment B – Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.
- 24.16.1.13 GA State Attachment C – Confidentiality Statement for Safeguarding Information.
- 24.16.1.14 GA State Attachment D – Drug Free Workplace Certificate.
- 24.16.1.15 GA State Attachment E – Statement of Ethics.
- 24.16.1.16 GA State Attachment F – DCH Ethics in Procurement Policy.
- 24.16.1.17 GA State Attachment G – Code of Ethics and Conflict of Interest Policy.
- 24.16.1.18 GA State Attachment H – Georgia Department of Community Health Georgia Security and Immigration Compliance Act

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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	Affidavit.
24.16.1.19	GA State Attachment I – Certification Regarding Compliance with O.C.G.A. §50-5-85.
24.16.1.20	GA State Attachment J – Affidavit for Proprietary Information Confidentiality.
24.16.1.21	GA State Attachment K: Sample Letter of Credit.
24.16.1.22	Other documents incorporated herein by reference, including but not limited to the Master Agreement (including any and all Appendices).

kkk. **Force Majeure.** Master Agreement Subsection 24.17, *Force Majeure*, is deleted in its entirety and replaced with the following:

24.17 Force Majeure.

Neither Party to this Contract shall be responsible for delays or failures in performance resulting from any act 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, epidemics, insurrection, war, or court order. "Beyond the reasonable control" means an 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. Matters of Contractor's finances may not be considered a force majeure.

III. **Governing Law, Choice of Law, Remedies and Venue.** Master Agreement Subsection 24.18, *Governing Law, Choice of Law, Remedies and Venue*, is deleted in its entirety and replaced with the following:

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

24.18.1	This Contract is governed in all respects by the laws of the State of Georgia, without giving effect to the conflicts of law provisions. In accordance with O.C.G.A. § 50-21-1(b) any lawsuit or other action brought against the Department or the State based upon or arising from this Contract shall be brought in a court or other forum of competent jurisdiction in Fulton County in the State of Georgia.
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 Superior Court of Fulton County, Georgia.
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

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performance.

- 24.18.6 The Department has the authority pursuant to the Georgia Department of Administrative Services' Procurement Manual, January 2021, Section 1.3.4.4, Consortia or Cooperative Purchasing, to 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. This cooperative purchasing contract may be utilized by entities of other states or other State of Georgia agencies, counties, cities, school districts, public utility districts, nonprofit corporations, institutions of higher education, boards, commissions and political subdivisions. If so utilized, the Department will not be a party to those contracts and those contracts will be separate and distinct from this Contract.

mmm. **Modifications and Amendments.** Master Agreement Subsection 24.21.2 is deleted in its entirety and replaced with the following:

- 24.21.2 Only the individuals authorized by the Department Commissioner 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 Commissioner or authorized delegate in writing as aforesaid and Contractor, unless otherwise provided herein. Additionally, Contractor understands and agrees that CMS and Georgia Department of Administrative Services approval may be required before any such amendment or proposed amendment can become effective. The Department shall determine, in its sole discretion, when such approval is required.

nnn. **Notice of Legal Action.** Master Agreement Subsection 24.23, *Notices*, is amended by adding new Subsections "24.23.3", "24.23.4", and 24.23.5 as follows:

- 24.23.3 Within two (2) Business Days of receipt of notice, the Contractor shall inform the Department of any legal action, whether the action is formal, informal, administrative, mediation, arbitration, actual litigation, or proposed litigation, which is instituted against the Contractor by a subcontractor, sub-subcontractor, vendor, supplier, or manufacturer.

- 24.23.4 Contractor shall inform the Department Immediately of any legal action,

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whether the action is formal, informal, administrative, mediation, arbitration, actual litigation, or proposed litigation, that it knows, knew, or should have known would be instituted or brought against the Contractor by a Subcontractor, sub-subcontractor, vendor, supplier, or manufacturer for work based on, arising from, or related to this Contract.

- 24.23.5 Contractor shall inform the Department Immediately of any matters, concerns, default(s), breach(es), and legal action(s) (including threat of legal action(s), and whether the legal action(s) are formal, informal, administrative, mediation, arbitration, actual litigation, or proposed litigation, that it knows, knew, or should have known would be instituted or brought against Contractor) based on, arising from, or related to the Master Agreement, including but not limited to, any matter, concern, default, breach, and/or legal action that would impact the continuation of the Master Agreement or any part of the terms and conditions of the Master Agreement.

ooo. **Subcontractor Performance.** Master Agreement Subsection 24.28.7 is deleted in its entirety and replaced with the following:

- 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 Contractor. All contracts entered into between Contractor and any subcontractor related to this Contract must contain provisions which require Contractor to monitor the subcontractor's performance on an ongoing basis and subject the subcontractor to formal review according to a schedule established by the Department and consistent with industry standards or State and federal laws and regulations. Contractor shall identify any deficiencies or areas for improvement related to any subcontractor's performance related to this Contract, and upon request from the Department, provide evidence that corrective action has been taken to address the deficiency. Notwithstanding any other term herein, Contractor shall timely exercise its contractual remedies against any non-performing Subcontractor and, when appropriate, substitute another Subcontractor

ppp. **Change in Legal Status of Subcontractors.** Master Agreement Subsection 24.28, *Subcontractors*, is amended by adding new Subsection "24.28.8", as follows:

- 24.28.8 Contractor shall promptly notify the Department of any of the following changes with respect to any Subcontractor(s):
- 24.28.8.1 Change in legal status.
 - 24.28.8.2 Change in legal structure.
 - 24.28.8.3 Sale, transfer, conveyance or assignment of more than twenty-five percent (25%) ownership interest in the Subcontractor.
 - 24.28.8.4 Any change (including, but not limited to, any change with respect

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

to any Subcontractor(s)' client(s) or affiliates) which would prevent such Subcontractor(s) from performing (or have an adverse effect on Subcontractor's ability to perform), on behalf of Contractor, any of the services or providing any of the Deliverables.

- qqq. **Subpoena.** Master Agreement Subsection 24.29, Subpoena, as deleted in its entirety and replaced with the following:

24.29 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning any matter relating to this Contract, including but not limited to, the Deliverables or Services provided pursuant to this Contract, is served upon Contractor or the Department, while the Contract is in effect or after the termination of the Contract, such Party agrees to notify the other Party, in writing, within two (2) Business Days of receipt of such subpoena or other legal process and if permitted by Applicable Law, provide a copy to the other Party of such subpoena or other legal process. Contractor and the Department further agree to cooperate with the other Party so as to ensure the other Party's interests are not compromised in relation to such subpoena or other legal process. Notwithstanding the forgoing, and except as otherwise provided herein in connection with defense obligations by Contractor for the Department, it will be the sole responsibility of the Party, who wishes to contest the validity of such subpoena or other legal process, to prepare and file, at its own expense, the necessary written request(s)/applications (i.e., legal motion(s)).¹⁸

- rrr. **Survival.** Master Agreement Subsection 24.30, *Survival*, is deleted in its entirety and replaced with the following:

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, certifications, representations and warranties contained in this Contract that by their nature, sense and context are intended to survive the completion of the performance, cancellation, expiration or termination of this Contract shall so survive. Without limiting the generality of the preceding sentence as to any other provision that may also be necessary to carry out the intentions of the Parties, Sections 3.9, 3.11, 4.7-4.8, 7.1, 8.1, 8.2, 8.4, 9, 11, 16.1, 16.2, 16.3, 17 - 22, 23.5, 23.6.3, 23.9, and 24, and Appendices B, C, D, I, and J shall survive the cancellation, expiration or termination of this Contract.

¹⁸ Following notice by the Department of any such subpoena or other legal process, and to the extent Contractor desires to file a legal motion, including but not limited to a Motion to Quash, contesting the validity and enforcement of the subpoena or other legal process, such legal motion shall be filed by Contractor within five (5) Business Days to the party seeking documents/information and name the Department as a party on the Certificate of Service.

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Contractor, after cancellation/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.

- sss. **UCC Applicability.** Master Agreement Subsection 24.31, *UCC Applicability*, is deleted in its entirety and replaced with the following:

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 in Title 11, O.C.G.A. 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 Applicable Law.

- ttt. **General Conditions.** Master Agreement Section 24, General Conditions, is amended by adding new Subsections "24.32", "24.33", "24.34", "24.35", "24.36", and 24.37, as follows:

24.32 Prohibition of Gratuities and Lobbyist Disclosures.

24.32.1 Contractor, in the performance of this Contract, shall not offer or give, directly or indirectly, to any employee or agent of the State of Georgia, any gift, money or anything of value, or any promise, obligation, or contract for future reward or compensation at any time during the term of this Contract, and shall comply with the disclosure requirements set forth in O.C.G.A. § 45-1-6.

24.32.2 Contractor also states and warrants that it complies with the provisions of the Ethics in Government Act in Article 1, Chapter 5 of Title 21, and if required, complies with the provisions of O.C.G.A. § 21-5-70 et seq. concerning registration of lobbying activities.

24.32.3 As required by applicable federal law, Contractor states and warrants that no federal money has been or will be used for any lobbying of State officials, as required under applicable federal law.

24.33 Georgia Security and Immigration Compliance Act.

Prior to beginning work under this Contract, Contractor shall comply with the requirements of the Georgia Security and Immigration Compliance Act by executing the affidavit included as GA State Attachment H and obtaining affidavits from any subcontractors providing services pursuant to this Contract.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

24.34 Compliance with O.C.G.A. § 50-5-85.

Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel as defined in O.C.G.A. § 50-5-85. Contractor agrees to sign and comply with GA State Attachment I, *Certification Regarding Compliance with O.C.G.A. § 50-5-85*.

24.35 Prohibition of Certain Contract Provisions.

Contractor acknowledges that pursuant to Georgia Constitution Article 3, Section 6, Paragraph 6, the Department is prohibited from entering into any contract that grants any donation or gratuity or forgives any debt or obligation owing to the public.

24.36 Sexual Harassment Prevention.

In keeping with Executive Order 01.14.19.02, *Preventing Sexual Harassment in the Executive Branch of Government*, the State of Georgia, promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with State government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia, including the Department, maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

24.36.1 Accordingly, pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"):

24.36.1.1 Within thirty (30) Calendar Days of the Effective Date of this Contract, Contractor shall ensure that all of its employees and subcontractors that are regularly on State premises or who will regularly interact¹⁹ with State personnel under this Contract (hereinafter "such employees and subcontractors") have received, reviewed, and agreed, in writing, to comply with the Policy, as may be amended from time to time, which is located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>.

¹⁹ For purposes of this Section 24.36.1.1, the term "interact" shall mean contact or dealings regarding business matters occurring in or otherwise affecting the workplace, including but not limited to, contact or dealings occurring both on and off work premises and during or outside of work hours and either by mail, in person, by telephone, or by electronic communication.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

24.36.1.2 Contractor shall, within thirty (30) Calendar Days of the Effective Date of this Contract and on an annual basis thereafter, provide sexual harassment prevention training to such employees and subcontractors; or in the alternative, ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0>. The initial thirty (30) calendar day requirement for training, may be waived for any individual employees and subcontractors, who Contractor can demonstrate, through documentation to DCH, has completed sexual harassment prevention training offered by Contractor within one (1) year of the Effective Date of this Contract.

24.36.1.3 Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors': (i) written acknowledgment of the Policy, as outlined in Section 24.36.1.1; and (ii) annual attendance and completion of sexual harassment prevention training, in accordance with Section 24.36.1.2.

24.36.1.1.4 If Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in Sexual harassment and/or Retaliation, as such terms are defined in Section V of the Policy, Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of this Contract or any other contract between the Department and Contractor, and/or other corrective action(s) deemed necessary by the State.

24.37 Travel Expenses.

Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

uuu. **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 shall be as specified in the Participating Addendum. See the Pricing Schedules for this Participating Addendum are attached and incorporated as Exhibit 1, *Revised Appendix C, Attachment G – Pricing Schedules*.

vvv. **Work Plan.** The Work Plan as required in Master Agreement Subsection 7.2.1 is attached and incorporated as Exhibit 2, *Project Work Plan*.

www. **Master Agreement Appendix C - Attachment F – Requirements Matrix.** An updated Appendix C, Attachment F – Requirements Matrix is attached and incorporated as Exhibit

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

3, *Revised Attachment F – Requirements Matrix*.²⁰

- xxx. **Master Agreement Appendix B – Performance Standards.** An updated Appendix B – Performance Standards is attached and incorporated as Exhibit 4, *Revised Appendix B - Performance Standards*.²¹
- yyy. **Master Agreement Attachment H – Resource Allocation Schedule.** An updated Attachment H – Resource Allocation Schedule is attached and incorporated as Exhibit 5, *Revised Attachment H - Resource Allocation Schedule*.
- zzz. **Approved Resumes for Key Personnel.** Approved resumes for the Contractor's Key Personnel have been included in Exhibit 6, *Approved Key Personnel*.
- aaaa. **Master Agreement Appendix D – Irrevocable Letter of Credit.** The Letter of Credit as required in Master Agreement Section 15 is attached and incorporated as Exhibit 7, *Appendix D - Irrevocable Letter of Credit*.
- bbbb. **Master Agreement Appendix J – Business Associate Agreement.** The Business Associate Agreement as required by Master Agreement Subsection 20.2.1 is attached and incorporated as Exhibit 8, *Appendix J - Business Associate Agreement*.

6. 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 Participating Entity 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 Participating Entity 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.

²⁰ The following requirements have been deleted in their entirety from Appendix C – Attachment F – Requirements Matrix and shall not apply to this Participating Addendum: CRM01, CRM02, CRM03, CRM04, CRM05, CRM06, CRM07, CRM08, CRM09, CRM10, CRM11, CRM12, CMR13, CRM14, CRM15, CRM16, CRM17, CRM18, DM02, INT66, IVR01, IVR02, IVR03, PRCC01, PSER04, PSER13, and PSER27.

²¹ The following service level agreements have been deleted in their entirety from Appendix B – *Performance Standards* and shall not apply to this Participating Addendum: SLA57, SLA71, SLA72, SLA73, SLA76, SLA81, SLA82, SLA83, SLA84, SLA85, SLA86, SLA87, SLA90, and SLA98.



7. **SUBCONTRACTORS.** If applicable, all contractors, dealers, and resellers authorized in the State of Georgia, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
8. **ORDERS.** Any Order placed by the Department for a product and/or service available from this Master Agreement shall 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.

Signatures on the following page

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PARTICIPATING ADDENDUM



MMIS-PROVIDER SERVICES MODULE

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SIGNATURE PAGE

IN WITNESS, WHEREOF, the Department and Contractor, through each entity's authorized officers and/or agents, have caused this Participating Addendum to be executed as of the date indicated.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH



Commissioner Caylee Noggle or Her Designee

12/31/2021

Date



Chad Purcell
Chief Technology Officer

12/30/2021

Date

CLIENT NETWORK SERVICES, LLC

BY: **Linda Mras**  Digitally signed by Linda Mras
Date: 2021.12.10 11:16:03 -05'00'

Signature
Linda Mras

Print/Type Name
Vice President, Contracts

*Print/Type Title

12/10/21

Date

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract



EXHIBIT 1 – REVISED APPENDIX C, ATTACHMENT G – PRICING SCHEDULES

EXHIBIT 1 – REVISED APPENDIX C, ATTACHMENT G – PRICING SCHEDULES

Revision History

Date	Document Version	Revision Description	Author
8/11/2017	1	Final for RFP Release	DPHHS
10/1/2017	2	Revised for RFP Amendment. *Changes include corrections to Formulas in Schedules F, G, H as well as aligning Provider/Owner groups to be consistent across schedules F,G,H. *Updated Schedule B to remove percentage values in Column F, rows 12, 13, 27, 27, 39, 40 *Added instruction on the Instruction Tab to calculate CPI-U and a Total Provider/Total Owner number for Schedule B.	DPHHS

Provider Services Pricing Schedules

List of Schedules	
Schedule	Title
Schedule A	Cost Summary
Schedule B (includes B -1 thru B-3)	DDI Payment Milestone by Phase for Base Services Scope of Work, Option A Services and Option B Services
Schedule C	Cost of Operations
Schedule D	Enhancement Pool Hours
Schedule E	Resource Hourly Rates
Schedule F (includes tabs F-1 thru F-4)	Provider Services Base Scope of Work Cost
Schedule G (includes tabs G-1 thru G-4)	Provider Services Option A Scope of Work Cost
Schedule H (includes tabs H-1 thru H-4)	Provider Services Option B Scope of Work Cost

Instructions:

Offerors shall propose a firm fixed price for each of the fields contained on the pricing schedules unless otherwise specified. These costs must include the applicable costs outlined in Attachment L-Technology Matrix.

These schedules represent the Offeror's price. Offeror must include additional information as necessary to explain the Offeror's price. No cost information shall be included in the technical proposal.

All schedules must be completed in full at the time of submittal unless otherwise noted. Montana state law dictates a contract limit of 10 years. The Contract term will include DDI and operations years for the MPATH project.

The preferred technical standards for the State have been provided in the procurement library. The State does not have excess licenses for these components. Therefore, if the Contractor chooses to include any of these components in their solution, the Contractor shall include the costs of these components in their proposal.

Schedule A:	This is a summary of the all-inclusive cost of the proposal. These totals should be taken from Schedules F (tabs F-1 thru F-4). Cost summary for Option A services should be taken from Schedule G (tabs G-1 thru G-4). Cost summary for Option B services should be taken from Schedule H (tabs H-1 thru H-4). Offerors are only required to complete Schedules G-1 thru G-4 and/or H-1 thru H-4 if choosing to bid on services outlined in Option A and/or Option B.
Schedule B:	This schedule represents the percentage of the total cost for Design, Development and Implementation. Do not include operations costs in this schedule. This schedule reflects payment milestones for each phase of the project. The Offeror must complete matrix B-1 and if applicable matrices B-2 and B-3 by inserting a dollar amount for each payment milestone/phase such that the total percentages by phase are within the minimum and max percentage for each phase. Offerors are only required to complete Schedules B-2 and/or B-3 if choosing to bid on services outlined in Option A and/or Option B. Note: Schedule B - DDI Payment Milestones by Phase shall be based on a hypothetical scenario for a State that has 65,000 Total Providers or 65,000 Total Owners.
Schedule C:	This schedule represents the total cost of operations including four base years and five optional years. This will be completed as an attachment to a Participating Addendum. Schedule C does not need to be completed as a part of the Offeror's proposal submission. Operations year one begins the first day of the month following the implementation of the MPATH module.
Schedule D:	This schedule represents the cost for enhancement pool hours for both the DDI and Operations phases of the proposal. This will be completed as an attachment to a Participating Addendum. Schedule D does not need to be completed as a part of the Offeror's proposal submission. Operations year one begins the first day of the month following the implementation of the MPATH module.
Schedule E:	This schedule represents the hourly rates for resources in both the DDI and Certification phases and Operations phases.
NOTE: Offerors are only required to complete Schedules G-1 thru G-4 and/or H-1 thru H-4 if choosing to bid on services outlined in Option A and/or Option B. Schedules F, G and H can be completed automatically or manually. Offerors completing Schedules F-H manually must enter values in each field highlighted in green and orange. Offerors completing Schedules F-H using the automated formulas must enter values in each field highlighted in green and blue. All other fields are protected and must not be changed. Offerors must use only Providers throughout all Schedules and Tabs in Schedules F, G, and H or use only Owners consistently throughout the Schedules and Tabs in F, G, and H to compute cost. Examples have been provided in workbook tabs labeled Example F-1 Prov Svcs DDI Costs, Example F-2 Prov Svcs Ops Cost, Example F-3 Prov Svcs DDI Hour Pool and Example F-4 Prov Svcs Ops Hour Pool. The examples provided are for demonstration purposes only and do not represent the State's expected costs for offerors cost proposal.	
Schedule F (includes tabs F-1 thru F-4):	This schedule represents the Provider Services Base Scope of Work Cost by Providers or Owners. Offerors must use only Providers or use only Owners consistently throughout the entire Schedule to compute cost. The Offeror must complete Schedule F based on the number of Providers or by the number of Owners for each tab (F-1 thru F-4) of Schedule F. Schedule F will only be considered complete and valid if the Offeror completes each tab for the same pricing method selected (Providers or Owners) and when all of the green and all of the orange highlighted cells have a value in the Provider Section of F-1 thru F-4 or the Owner Section of F-1 thru F-4. The base and variable costs identified in tabs F-1 thru F-4 must include the costs necessary to support the technology detailed in Attachment L - Technology Matrix.
Schedule G (includes tabs G-1 thru G-4):	This schedule represents the Provider Services Option A Scope of Work Cost by Providers or Owners. Offerors are only required to complete Schedules G-1 thru G-4 if choosing to bid on services outlined in Option A. Offerors must use only Providers or use only Owners consistently throughout the entire Schedule to compute cost. The Offeror must complete Schedule G based on the number of Providers or by the number of Owners for each tab (G-1 thru G-4) of Schedule G. Schedule G will only be considered complete and valid if the Offeror completes each tab for the same pricing method selected (Providers or Owners) and when all of the green and all of the orange highlighted cells have a value in the Provider Section of G-1 thru G-4 or the Owner Section of G-1 thru G-4. The base and variable costs identified in tabs G-1 thru G-4 must include the costs necessary to support the technology detailed in Attachment L - Technology Matrix.
Schedule H (includes tabs H-1 thru H-4):	This schedule represents the Provider Services Option B Scope of Work Cost by Providers or Owners. Offerors are only required to complete Schedules H-1 thru H-4 if choosing to bid on services outlined in Option B. Offerors must use only Providers or use only Owners consistently throughout the entire Schedule to compute cost. The Offeror must complete Schedule H based on the number of Providers or by the number of Owners for each tab (H-1 thru H-4) of Schedule H. Schedule H will only be considered complete and valid if the Offeror completes each tab for the same pricing method selected (Providers or Owners) and when all of the green and all of the orange highlighted cells have a value in the Provider Section of H-1 thru H-4 or the Owner Section of H-1 thru H-4. The base and variable costs identified in tabs H-1 thru H-4 must include the costs necessary to support the technology detailed in Attachment L - Technology Matrix.

Provider Services Pricing Schedules

Note: The following information is provided to help the Offeror understand how a Participating Entity will use Schedules F, G, and H to determine DDI cost and annual Operations cost.

Note: The information below is an example based on de-duplicated providers as factor used to calculate cost.

DDI Costs

The State will use the following method to compute State Specific Total DDI Costs:

- 1.) Determine the number of total active de-duplicated providers (Total Providers) by computing the total active de-duplicated providers/owners on the last day of each month. Then compute an average of the monthly active de-duplicated providers over the first twenty-four (24) months of the last twenty-seven (27) months. This will be completed as an attachment to a Participating Addendum.
- 2.) Determine the net active de-duplicated providers (Variable Providers).
 - a. Variable Providers = the total active de-duplicated providers (Total Providers) minus the 25,000 active de-duplicated providers included in base (Base Providers).
- 3.) Identify the applicable Group using the Total Providers and select the corresponding Group Variable Rate.
- 4.) Calculate the total variable DDI Costs (Variable DDI Costs) by multiplying the Variable Providers by the Group Variable Rate.
- 5.) Calculate the Total DDI Costs by adding Base DDI Cost plus Variable DDI Costs.

Operations

Each year, the State will use the following method to compute State Specific Total Monthly Operations Costs:

- 1.) Determine the number of total active de-duplicated providers (Total Providers) by computing a twenty-four (24) month average of the monthly total active de-duplicated providers for the first twenty-four (24) of the last twenty-seven (27) months. This will be completed as an attachment to a Participating Addendum.
- 2.) Determine the net active de-duplicated providers (Variable Providers)
 - a. Variable Providers = Total Providers minus the 25,000 active de-duplicated providers included in base (Base Providers).
- 3.) Identify the applicable Group using the Total Providers and select the corresponding Group Variable Rate.
- 4.) Calculate the total variable monthly operations costs (Variable Monthly Operations Costs) by multiplying the Variable Providers by the Group Variable Rate.
- 5.) Calculate the Total State Monthly Operations by adding Base Operations Cost plus the Variable Monthly Operations Costs.

A similar method will be used to determine the cost of System Enhancement pool hour cost for DDI and System Enhancement pool hour cost for each year of Operations.

For Participating Addenda signed one year or more after the effective date of the Master Agreement the base cost and the initial variable rate for DDI and Operations will be adjusted using the Consumer Price Index Urban (CPI-U) to account for economic changes that may impact cost.

For DDI costs outlined in Attachment G – Provider Pricing Schedules, Schedule F-1 Provider Svcs DDI Cost, Schedule G-1 Provider Svcs DDI Cost, Schedule H-1

Provider Svcs DDI Cost:

For (Tab F-1 Provider Svcs DDI Cost: for Provider pricing cell C11 and cell C17 and for Owner pricing cell C29 and cell C35), (Tab G-1 Provider Svcs DDI Cost: for Provider pricing cell C11 and cell C17 and for Owner pricing cell C29 and cell C35), (Tab H-1 Provider Svcs DDI Cost: for Provider pricing Cell C11 and cell C17 and for Owner pricing Cell C29 and cell C35) can be adjusted using the inflation factor derived by utilizing the CPI-U calculation noted below. If a Participating Addendum is signed one year or more following the effective date of the Master Agreement, the cells noted above will be multiplied by the CPI-U inflation factor E. The CPI-U adjustment only applies to the cells referenced and only occurs at the initiation of the Contract. Following the execution of a Participating Addendum the cost will receive additional CPI-U adjustments.

For Operation costs outlined in Attachment G – Provider Pricing Schedules, Schedule F-2 Provider Svcs Ops Cost, G-2 Provider Svcs Ops Cost, and H-2 Provider Svcs

Ops Cost:

For (Tab F-2 Provider Svcs Ops Cost: for Provider pricing cell C11 and cell C25 and for Owner pricing cell C36 and cell C50), (Tab G-2 Provider Svcs Ops Cost: for Provider pricing cell C11 and cell C25 and for Owner pricing cell C36 and cell C50), and (Tab H-2 Provider Svcs Ops Cost: for Provider pricing cell C11 and cell C25 and for Owner pricing cell C36 and cell C50) can be adjusted using the inflation factor derived by utilizing the CPI-U calculation noted below. If the Participating addenda is signed one year or more following the effective date of the Master Agreement, the cells would be multiplied by CPI-U inflation factor E. The CPI-U adjustment only applies to the cells referenced and only occurs at the initiation of the Contract. Following the execution of a Participating Addendum the cost will receive additional CPI-U adjustments.

CPIU for United States Adjustment Factor Calculation:

CPI-U Index for the month and year of the execution of a Participating Addendum: A

Less the CPI-U Index for the month and year of the Effective Date of the Master Agreement: B

Equals Index Point Change: C

Divided by CPI-U Index B: C/B = D

Equals: D

Result multiplied by 100: D*100 = E

Equals CPI-U Inflation Percentage: E

Provider Services Schedule A - Cost Summary

Schedule A - Provider Services Base Scope of Work Costs		
Phase	Cost	Instruction
Provider Services Base Scope of Work DDI	\$ 25,870,044.34	Insert "Total Projected DDI Costs" from Schedule F, Tab F-1
Provider Services Base Scope of Work Operations	\$ 88,813,442.91	Insert "Total Projected Operations Costs" from Schedule F, Tab F-2
Provider Services Base Scope of Work DDI Enhancement Pool Hours	\$ 508,170.00	Insert "Total Projected DDI Enhancement Pool Hour Costs" from Schedule F, Tab F-3
Provider Services Base Scope of Work Operations Enhancement Pool Hours	\$ 1,301,210.00	Insert "Total Projected Operations Enhancement Pool Hour Costs" from Schedule F, Tab F-4
All Inclusive Provider Services Base Scope of Work Costs		
	\$ 116,492,867.25	

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

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

CNSI Pricing Assumptions

Load testing is performed for a maximum of 250 concurrent users.

Fee collection pricing is based on a 5% per year re-enrollment rate.

For Enterprise Content Management (ECM), a total of 30 concurrent user licenses are budgeted

For COGNOS Reporting module, a total of 30 concurrent user licenses are budgeted

Requirements costs include enrollment requirements, technical analysis, interfaces (56), reports (128), correspondences (66) and workflows (15).

Team CNSI's CVO price includes delegation management and the audit for 32 delegated entities.

Team CNSI's CVO price includes NPDB monitoring only and does not include NPDB pass through fees.

Team CNSI's pricing for CVO assumes a 6% year over year growth in practitioner volumes and 4% for facility volumes.

Credentialing pricing is based on provider volumes as supplied by DCH in Q&A response, 18,503 for practitioners and 3,136 for facilities. Volumes include a 12% contingency baseline and assumed growth rate of 6%/year on practitioners and 4%/year on facilities.



Provider Services Schedule B DDI Payment Milestones by Phase

Schedule B - DDI Payment Milestone by Phase shall be based on a hypothetical scenario for a Participating State that has 65,000 Total Providers or 65,000 Total Owners.

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
Planning & Technical Analysis	\$1,293,502.19	\$0.00	\$0.00	\$0.00	\$1,293,502.19
Fit Gap & Solution	\$2,587,004.39	\$0.00	\$0.00	\$0.00	\$2,587,004.39
Development	\$3,880,506.58	\$0.00	\$0.00	\$0.00	\$3,880,506.58
System Integration Testing	\$0.00	\$1,940,253.29	\$0.00	\$0.00	\$1,940,253.29
External Integration Testing	\$0.00	\$1,293,502.19	\$0.00	\$0.00	\$1,293,502.19
User Acceptance Testing	\$0.00	\$1,940,253.29	\$0.00	\$0.00	\$1,940,253.29
Deployment	\$0.00	\$0.00	\$1,940,253.29	\$0.00	\$1,940,253.29
Integration	\$3,621,806.15	\$0.00	\$0.00	\$0.00	\$3,621,806.15
Enterprise Deployment	\$0.00	\$0.00	\$1,034,801.76	\$0.00	\$1,034,801.76
Data Migration	\$1,034,801.76	\$0.00	\$0.00	\$0.00	\$1,034,801.76
Training & Outreach	\$0.00	\$0.00	\$0.00	\$1,008,931.71	\$1,008,931.71
Hosting & Software	\$1,073,606.93	\$1,073,606.93	\$1,073,606.93	\$1,073,606.93	\$4,294,427.73
Total Cost By Phase	\$13,491,228.00	\$6,247,615.71	\$4,048,661.98	\$2,082,538.64	\$25,870,044.34
Total Percentage By Phase	52.15%	24.15%	15.65%	8.05%	100.00%
Grand Total	\$25,870,044.34				

* 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
Planning & Technical Analysis					
Fit Gap & Solution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
System Integration Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
External Integration Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
User Acceptance Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Deployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Integration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Enterprise Deployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Data Migration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Training & Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hosting & Software					
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!
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
Planning & Technical Analysis					
Fit Gap & Solution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
System Integration Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
External Integration Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
User Acceptance Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Deployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Integration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Enterprise Deployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Data Migration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Training & Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hosting & Software					
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!
GRAND TOTAL	\$0.00				

Provider Services Schedule B.1 DDI Payment Schedule

Payment Milestone	Date	Amount
Planning & Technical Analysis		\$1,293,502.23
Planning & Technical Analysis	12/31/2021	\$431,167.41
Planning & Technical Analysis	2/28/2022	\$431,167.41
Planning & Technical Analysis	5/31/2022	\$431,167.41
Fit Gap & Solution		\$2,587,004.43
Fit Gap & Solution	2/28/2022	\$862,334.81
Fit Gap & Solution	5/31/2022	\$862,334.81
Fit Gap & Solution	8/31/2022	\$862,334.81
Development		\$3,880,506.66
Development	9/30/2022	\$1,940,253.33
Development	11/30/2022	\$1,940,253.33
System Integration Testing	2/28/2023	\$1,940,253.33
External Integration Testing	1/31/2023	\$1,293,502.22
User Acceptance Testing	5/31/2023	\$1,940,253.33
Deployment	5/31/2024	\$1,940,253.33
Integration		\$3,621,806.20
Integration - Month 1	6/30/2023	\$362,180.62
Integration - Month 2	7/31/2023	\$362,180.62
Integration - Month 3	8/31/2023	\$362,180.62
Integration - Month 4	9/30/2023	\$362,180.62
Integration - Month 5	10/31/2023	\$362,180.62
Integration - Month 6	11/30/2023	\$362,180.62
Integration - Month 7	12/31/2023	\$362,180.62
Integration - Month 8	1/31/2024	\$362,180.62
Integration - Month 9	2/29/2024	\$362,180.62
Integration - Month 10	3/31/2024	\$362,180.62
Enterprise Deployment	12/31/2024	\$1,034,801.77
Data Migration		\$1,034,801.64
Data Migration - Month 1	12/31/2021	\$28,744.49
Data Migration - Month 2	1/31/2022	\$28,744.49
Data Migration - Month 3	2/28/2022	\$28,744.49
Data Migration - Month 4	3/31/2022	\$28,744.49
Data Migration - Month 5	4/30/2022	\$28,744.49
Data Migration - Month 6	5/31/2022	\$28,744.49
Data Migration - Month 7	6/30/2022	\$28,744.49
Data Migration - Month 8	7/31/2022	\$28,744.49
Data Migration - Month 9	8/31/2022	\$28,744.49
Data Migration - Month 10	9/30/2022	\$28,744.49
Data Migration - Month 11	10/31/2022	\$28,744.49
Data Migration - Month 12	11/30/2022	\$28,744.49
Data Migration - Month 13	12/31/2022	\$28,744.49
Data Migration - Month 14	1/31/2023	\$28,744.49
Data Migration - Month 15	2/28/2023	\$28,744.49
Data Migration - Month 16	3/31/2023	\$28,744.49
Data Migration - Month 17	4/30/2023	\$28,744.49
Data Migration - Month 18	5/31/2023	\$28,744.49
Data Migration - Month 19	6/30/2023	\$28,744.49
Data Migration - Month 20	7/31/2023	\$28,744.49
Data Migration - Month 21	8/31/2023	\$28,744.49
Data Migration - Month 22	9/30/2023	\$28,744.49
Data Migration - Month 23	10/31/2023	\$28,744.49
Data Migration - Month 24	11/30/2023	\$28,744.49
Data Migration - Month 25	12/31/2023	\$28,744.49
Data Migration - Month 26	1/31/2024	\$28,744.49
Data Migration - Month 27	2/29/2024	\$28,744.49
Data Migration - Month 28	3/31/2024	\$28,744.49
Data Migration - Month 29	4/30/2024	\$28,744.49
Data Migration - Month 30	5/31/2024	\$28,744.49
Data Migration - Month 31	6/30/2024	\$28,744.49
Data Migration - Month 32	7/31/2024	\$28,744.49
Data Migration - Month 33	8/31/2024	\$28,744.49
Data Migration - Month 34	9/30/2024	\$28,744.49
Data Migration - Month 35	10/31/2024	\$28,744.49
Data Migration - Month 36	11/30/2024	\$28,744.49

Payment Milestone	Date	
Training & Outreach		\$1,008,931.68
Training & Outreach - Month 1	12/31/2021	\$28,025.88
Training & Outreach - Month 2	1/31/2022	\$28,025.88
Training & Outreach - Month 3	2/28/2022	\$28,025.88
Training & Outreach - Month 4	3/31/2022	\$28,025.88
Training & Outreach - Month 5	4/30/2022	\$28,025.88
Training & Outreach - Month 6	5/31/2022	\$28,025.88
Training & Outreach - Month 7	6/30/2022	\$28,025.88
Training & Outreach - Month 8	7/31/2022	\$28,025.88
Training & Outreach - Month 9	8/31/2022	\$28,025.88
Training & Outreach - Month 10	9/30/2022	\$28,025.88
Training & Outreach - Month 11	10/31/2022	\$28,025.88
Training & Outreach - Month 12	11/30/2022	\$28,025.88
Training & Outreach - Month 13	12/31/2022	\$28,025.88
Training & Outreach - Month 14	1/31/2023	\$28,025.88
Training & Outreach - Month 15	2/28/2023	\$28,025.88
Training & Outreach - Month 16	3/31/2023	\$28,025.88
Training & Outreach - Month 17	4/30/2023	\$28,025.88
Training & Outreach - Month 18	5/31/2023	\$28,025.88
Training & Outreach - Month 19	6/30/2023	\$28,025.88
Training & Outreach - Month 20	7/31/2023	\$28,025.88
Training & Outreach - Month 21	8/31/2023	\$28,025.88
Training & Outreach - Month 22	9/30/2023	\$28,025.88
Training & Outreach - Month 23	10/31/2023	\$28,025.88
Training & Outreach - Month 24	11/30/2023	\$28,025.88
Training & Outreach - Month 25	12/31/2023	\$28,025.88
Training & Outreach - Month 26	1/31/2024	\$28,025.88
Training & Outreach - Month 27	2/29/2024	\$28,025.88
Training & Outreach - Month 28	3/31/2024	\$28,025.88
Training & Outreach - Month 29	4/30/2024	\$28,025.88
Training & Outreach - Month 30	5/31/2024	\$28,025.88
Training & Outreach - Month 31	6/30/2024	\$28,025.88
Training & Outreach - Month 32	7/31/2024	\$28,025.88
Training & Outreach - Month 33	8/31/2024	\$28,025.88
Training & Outreach - Month 34	9/30/2024	\$28,025.88
Training & Outreach - Month 35	10/31/2024	\$28,025.88
Training & Outreach - Month 36	11/30/2024	\$28,025.88
Hosting & Software		\$4,294,427.76
Hosting & Software - Month 1	12/31/2021	\$119,289.66
Hosting & Software - Month 2	1/31/2022	\$119,289.66
Hosting & Software - Month 3	2/28/2022	\$119,289.66
Hosting & Software - Month 4	3/31/2022	\$119,289.66
Hosting & Software - Month 5	4/30/2022	\$119,289.66
Hosting & Software - Month 6	5/31/2022	\$119,289.66
Hosting & Software - Month 7	6/30/2022	\$119,289.66
Hosting & Software - Month 8	7/31/2022	\$119,289.66
Hosting & Software - Month 9	8/31/2022	\$119,289.66
Hosting & Software - Month 10	9/30/2022	\$119,289.66
Hosting & Software - Month 11	10/31/2022	\$119,289.66
Hosting & Software - Month 12	11/30/2022	\$119,289.66
Hosting & Software - Month 13	12/31/2022	\$119,289.66
Hosting & Software - Month 14	1/31/2023	\$119,289.66
Hosting & Software - Month 15	2/28/2023	\$119,289.66
Hosting & Software - Month 16	3/31/2023	\$119,289.66
Hosting & Software - Month 17	4/30/2023	\$119,289.66
Hosting & Software - Month 18	5/31/2023	\$119,289.66
Hosting & Software - Month 19	6/30/2023	\$119,289.66
Hosting & Software - Month 20	7/31/2023	\$119,289.66
Hosting & Software - Month 21	8/31/2023	\$119,289.66
Hosting & Software - Month 22	9/30/2023	\$119,289.66
Hosting & Software - Month 23	10/31/2023	\$119,289.66
Hosting & Software - Month 24	11/30/2023	\$119,289.66
Hosting & Software - Month 25	12/31/2023	\$119,289.66
Hosting & Software - Month 26	1/31/2024	\$119,289.66
Hosting & Software - Month 27	2/29/2024	\$119,289.66
Hosting & Software - Month 28	3/31/2024	\$119,289.66
Hosting & Software - Month 29	4/30/2024	\$119,289.66
Hosting & Software - Month 30	5/31/2024	\$119,289.66
Hosting & Software - Month 31	6/30/2024	\$119,289.66
Hosting & Software - Month 32	7/31/2024	\$119,289.66
Hosting & Software - Month 33	8/31/2024	\$119,289.66
Hosting & Software - Month 34	9/30/2024	\$119,289.66
Hosting & Software - Month 35	10/31/2024	\$119,289.66

Hosting & Software - Month 36	11/30/2024	\$119,289.66
Total		\$25,870,044.58

Provider Services Schedule C - Cost of Operations

Schedule C - Cost of Operations	
Phase	Cost
Operations Year 1	\$13,857,242.77
Operations Year 2	\$12,621,685.41
Operations Year 3	\$12,504,478.41
Operations Year 4	\$12,657,144.05
Operations Year 5	\$12,254,684.89
Operations Year 6	\$12,365,287.03
Operations Year 7	\$12,552,920.34
TOTAL	\$88,813,442.91
Operations Optional Year 8	
Operations Optional Year 9	
Operations Optional Year 10	
TOTAL	\$0.00
GRAND TOTAL	\$88,813,442.91

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	
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	
TOTAL	
GRAND TOTAL	

Schedule C - Cost of Operations	
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	
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	
TOTAL	
GRAND TOTAL	

Provider Services Schedule D Enhancement Pool Hours

Schedule D - Enhancement Pool Hours	
Phase	Cost
DDI - 3,000 hours	\$508,170.00
Total DDI	\$508,170.00
Operations Year 1 - 1,000 hours	\$169,820.00
Operations Year 2 - 1,000 hours	\$174,910.00
Operations Year 3 - 1,000 hours	\$180,160.00
Operations Year 4 - 1,000 hours	\$185,560.00
Operations Year 5 - 1,000 hours	\$191,130.00
Operations Year 6 - 1,000 hours	\$196,860.00
Operations Year 7 - 1,000 hours	\$202,770.00
Total Operations	\$1,301,210.00
Grand Total	\$1,809,380.00

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

Schedule D - Enhancement Pool Hours Option A	
Phase	Cost
DDI - 500 hours	
Total 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	
Total Operations	
Grand Total	

Schedule D - Enhancement Pool Hours

Schedule D - Enhancement Pool Hours Option B	
Phase	Cost
DDI - 250 hours	
Total 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	
Total Operations	
Grand Total	

Provider Services Schedule E - Resource Hourly Rates

Schedule E - Resource Hourly Rates		
Type of resource	Phases	
	DDI and Certification	Operations
Architecture, Senior	\$144.05	\$0.00
Architecture, Specialist	\$170.62	\$201.12
Business Analysis Principal	\$170.35	\$0.00
Business Analysis, Director	\$190.50	\$0.00
Business Analysis, Manager	\$150.22	\$0.00
Business Analysis, Specialist	\$130.84	\$0.00
Business Analyst	\$85.50	\$98.86
Business Analyst, Associate	\$72.69	\$0.00
Business Analyst, Senior	\$112.32	\$122.61
Configuration Management Analyst	\$90.34	\$0.00
Configuration Management Analyst, Senior	\$116.63	\$131.42
Database Administrator, Senior	\$133.72	\$151.13
Developer	\$98.22	\$104.53
Developer, Associate	\$85.15	\$0.00
Developer, Senior	\$129.50	\$138.57
Development, Manager	\$170.09	\$0.00
Development, Principal	\$173.70	\$201.12
Development, Specialist	\$148.48	\$159.65
Enrollment Processor	\$0.00	\$43.93
Enrollment Supervisor	\$0.00	\$89.72
Operations Manager	\$179.56	\$202.11
Operations Support Analyst	\$0.00	\$0.00
Operations Support Analyst, Associate	\$68.05	\$75.23
Operations Support Analyst, Senior	\$90.00	\$99.51
Operations Support Analyst, Specialist	\$0.00	\$120.88
Operations Support, Manager	\$136.87	\$152.82
Project Control Specialist	\$120.50	\$140.26
Process Improvement Engineer, Senior	\$98.00	\$0.00
Program Director	\$231.21	\$267.27
Project Manager	\$173.22	\$202.10
Project Scheduler	\$113.13	\$0.00
Quality Assurance Engineer, Senior	\$94.90	\$114.99
Quality Assurance Specialist	\$0.00	\$89.26
Security Specialist	\$112.91	\$131.81
Software Quality Assurance Engineer	\$98.92	\$113.61
Software Quality Assurance Engineer, Associate	\$0.00	\$86.51
Software Quality Assurance Engineer, Senior	\$113.88	\$132.03
Software Quality Assurance, Manager	\$150.79	\$174.62
Software Quality Assurance, Specialist	\$131.04	\$138.30
Systems Administrator	\$65.08	\$0.00
Systems Administrator, Senior	\$115.35	\$131.11
Systems Analyst	\$0.00	\$120.76
Systems Analyst, Manager	\$162.21	\$180.89
Systems Analyst, Senior	\$128.41	\$145.42
Systems Analyst, Specialist	\$162.21	\$179.30
Technical Writer	\$82.91	\$100.38
Technical Writer, Associate	\$64.14	\$75.61
Technical Writer, Senior	\$109.40	\$132.24
Trainer	\$89.98	\$0.00
Trainer, Senior	\$117.00	\$138.58
Training Developer	\$101.94	\$119.92
Training Developer, Senior	\$142.74	\$0.00

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

EXHIBIT 2 – 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 thirty (30) Calendar Days following the Participating Addendum Effective Date and receive Department's approval no later than forty-five (45) Calendar Days following the Participating Addendum Effective Date. During this thirty (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.



***[DRAFT PROJECT WORK PLAN TO BE PROVIDED BY CONTRACTOR BY THE
EFFECTIVE DATE OF THE CONTRACT. CONTRACTOR SHALL FINALIZE AND PROVIDE
DURING THE PLANNING AND SETUP PHASE]***



EXHIBIT 3 – REVISED APPENDIX C, ATTACHMENT F – REQUIREMENTS MATRIX



EXHIBIT 3 - REVISED APPENDIX C, ATTACHMENT F - REQUIREMENTS MATRIX



EXHIBIT 3 - REVISED APPENDIX C, ATTACHMENT F - REQUIREMENTS MATRIX

Requirement Section	Requirement ID	Requirement Language
Business Rules Requirements	BR01-GA	The Contractor shall configure, support and maintain a business rules engine (e.g., add, modify, or remove/retire rules) based on the Service-oriented Architecture ("SOA").
Business Rules Requirements	BR02-GA	The Contractor's Business Rules Engine ("BRE") shall allow authorized System Users, including Department resources, the ability to create, configure and maintain rules for business functions in a user-friendly Graphical User Interface ("GUI") that facilitates rules maintenance without coding changes.
Business Rules Requirements	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.
Business Rules Requirements	BR04-GA	The Contractor shall perform the following: a. update the Business Rules Engine Catalog with all additions (new) and/or changes to the business rules; b. provide the Department with a copy of all additions and/or changes to the business rules within ten (10) Business Days of executing/implementing the change and/or addition; c. store and maintain the Business Rules Engine Catalog in a central location (approved by the Department); and d. provide the Business Rules Engine Catalog in a format as required by the Department (e.g., English description, Decision Model and Notation (DMN)).
Business Rules Requirements	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.
Business Rules Requirements	BR06-GA	The Contractor's Business Rules Engine Catalog shall include granular check-out and check-in rules and an audit trail of business rules changes (including a viewable log of who made the changes).



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Business Rules Requirements	BR08-GA	The Contractor's Business Rules Engine shall allow changes to be made to valid values in what if scenarios without impacting production rules engine Availability and Operations.
Business Rules Requirements	BR09-GA	The Contractor's Business Rules Engine shall include the ability to debug (i.e., identify and remove errors) business rules at rule execution.
Business Rules Requirements	BR10	The Contractor shall provide the ability to allow multiple users to work concurrently on different parts of the same rule base.
Business Rules Requirements	BR11-GA	The Contractor's Business Rules Engine shall have the ability to-rollback to prior versions of rules without impacting production rules engine Availability and Operations.
Business Rules Requirements	BR12-GA	The Contractor shall provide and maintain a graphical representation (or business process diagram) of business rule flow(s) and orchestration for all business rules.
Business Rules Requirements	BR13-GA	The Contractor's Business Rules Engine shall have mechanisms to identify which rules are executed for each specific business process.
Business Rules Requirements	BR14-GA	The Contractor's Business Rules Engine shall be able to produce a Report on business rules passed or failed for all transactions.
Business Rules Requirements	BR15-GA	The Contractor's Business Rules Engine shall send alerts to the appropriate resource, as identified by the Department, for issues identified in the rules engine. The Contractor will take appropriate action to address any alerts or rule failures.
Business Rules Requirements	BR16-GA	The Contractor's Business Rules Engine rules editor shall allow Department Staff to write natural language business rules (i.e., human readable and able to be read by a suitable software agent).
Business Rules Requirements	BR17-GA	The Contractor's Business Rules Engine shall provide the ability to prioritize, sequence, and allow Department staff to configure Processing.
Business Rules Requirements	BR20-GA	The Contractor's Business Rules Engine shall use standardized business rules definitions in both human and machine-readable formats. All business rules must reside in Georgia's Business Rules Catalog, which is separate from core programming.
Business Rules Requirements	BR21	The Contractor's business rules shall execute in a runtime environment.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Business Rules Requirements	BR23-GA	The Contractor's Business Rules Engine shall be able to adopt and implement enterprise-level rules as defined by the Department.
Change Management Requirements	CM01-GA	The Contractor shall support enterprise-wide Change Management processes and tools, as required by the Agency.
CMS Certification Requirements	CERT01-GA	The Contractor shall develop a certification crosswalk that describes how their Deliverables and other documentation align with federal certification requirements, which includes but is not limited to applicable reviews and reporting.
CMS Certification Requirements	CERT02-GA	The Contractor shall complete required updates on the CMS certification requirements as requested by the Department.
CMS Certification Requirements	CERT03-GA	The Contractor shall validate the system against the CMS certification requirements and ensure that the solution (systems and processes) meet CMS requirements.
CMS Certification Requirements	CERT04-GA	The Contractor shall contribute to the quarterly IV&V certification reports, if applicable.
CMS Certification Requirements	CERT05-GA	The Contractor shall provide staff resources to support CMS certification and Medicaid Information Technology Architecture (MITA) activities including but not limited to participating in planning activities, meetings and other activities as required by CMS and as requested by the Department.
CMS Certification Requirements	CERT06-GA	The Contractor shall assist the Department in preparing certification artifacts, evidence and presentation materials (e.g., Requirements/ user stories and/or use cases for functional and non-functional requirements, data, business, capacity/performance, security/privacy/HIPAA compliance, usability, maintainability, interface, 508 compliance, disaster recovery, traceability to test plans or test cases).
CMS Certification Requirements	CERT07-GA	The Contractor shall participate and support CMS certifications of the other modules as defined by the Department.
CMS Certification Requirements	CERT08-GA	The Contractor shall expeditiously correct, all required remediation activities related to certification findings on a schedule to be approved by CMS and the Department.
CMS Certification Requirements	CERT09	The Contractor shall use appropriate testing, configuration and change control procedures for all changes made to the solution during the certification process.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

CMS Certification Requirements	CERT10-GA	The Contractor shall update system, user, and training documentation as necessary to support the certification process and to reflect changes that have been made to the solution during the certification process via the approved change management process.
CMS Certification Requirements	CERT12-GA	The Contractor shall coordinate with the Department to develop CMS certification documentation for each certification requirement.
CMS Certification Requirements	CERT13-GA	The Contractor shall adhere to the Department serving as the primary point of contact, coordination, and communication between the Contractor and CMS; In addition, the Department will facilitate all meetings including but not limited to certification meetings and reviews.
CMS Certification Requirements	CERT14	The Contractor shall populate the certification document repository as each required item/artifact is completed and approved.
CMS Certification Requirements	CERT16-GA	The Contractor shall present at reviews and other certification meetings as directed by the State Department.
Compliance Requirements	CM38-GA	The Contractor's solution shall define business rule definitions separate from core programming using the DCH processes and mechanisms.
Compliance Requirements	CMP01	The Contractor shall, upon request by the State or at the end of the contract, transfer or destroy all documentation in the custody of the Contractor. The Contractor shall provide the transferred records and data in a format agreed upon by the State.
Compliance Requirements	CMP03	The Contractor shall notify the State in writing within five (5) business days following initial detection of suspected fraud or abuse and provide supporting documentation.
Compliance Requirements	CMP04-GA	The Contractor's solution shall have full integration of the MITA initiative with business, architecture and data required to support the State's healthcare programs. The information exchanges (internally and externally) must use the MITA Framework, industry standards, and other nationally recognized standards.
Compliance Requirements	CMP05-GA	The Contractor shall adhere to data retention requirements cited in 45 CFR 164.316 or its equivalent replacement. The Department may require a longer retention period on an exception basis to support ongoing business needs (e.g., TPL recovery and drug rebate).



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Compliance Requirements	CMP06	The Contractor shall have written policies governing access to, and duplication and dissemination of all individual or entity information.
Compliance Requirements	CMP07-GA	The Contractor's solution shall fully comply with all sections of the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act (e.g., ensuring accessibility, ensuring user interface standards account for the various forms of colorblindness, etc.).
Compliance Requirements	CMP08	The Contractor and its services, work products and final deliverables provided by the Contractor applicable to the services described in the scope of work shall be knowledgeable of and in compliance with pertinent State and Federal Statutes, CIO Promulgated Rules, State IT policies, rules, and standards for required system hardware, software and development tools and processes, and operational procedures when completed and accepted by the Department. The Contractor shall also be aware of upcoming changes to existing rules and regulations as well as new rules and regulations that may impact the scope of work.
Compliance Requirements	CMP10-GA	The Contractor shall use the MITA Framework and must be knowledgeable, support, and assist the Department in maintaining compliance with the "to be" vision of MITA Standards and Conditions (current version 3.0 and any future versions). This includes but is not limited to: Modularity Standard; MITA Condition; Industry Standard Conditions; Leverage Condition; Business Results Condition; Reporting Condition; and Interoperability Condition.
Compliance Requirements	CMP11	The Contractor shall be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0 Standards and Conditions - Industry Standards Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The Contractor shall ensure alignment with, and incorporation of, industry standards, HIPAA, privacy and transaction standards; accessibility standards, and standards that provide greater accessibility for individuals with disabilities and standards under the Affordable Care Act.
Compliance Requirements	CMP12	The Contractor shall be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0 Standards and Conditions - Leverage Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		and data. The Contractor shall promote sharing, leveraging, and reuse of healthcare technologies and systems within and among states.
Compliance Requirements	CMP123-GA	The Contractor shall provide all MITA artifacts requested by the Department within the agreed upon timeframe.
Compliance Requirements	CMP13	The Contractor shall be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0 Standards and Conditions - Business Results Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The Contractor shall support effective communications with providers and the public.
Compliance Requirements	CMP15	The Contractor shall be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0-Standards and Conditions - Interoperability Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The Contractor's solution shall ensure seamless coordination and integration with components, other systems and allow interoperability with health information exchanges, public health agencies, human services programs, and community organizations providing outreach and enrollment assistance services and federal data sources.
Compliance Requirements	CMP16	The Contractor shall be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0 Standards and Conditions - Modularity Standard or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The Contractor's solution shall use a modular, flexible approach to systems development, including the use of open interfaces and exposed Application Programming Interfaces (API); the separation of standardized business rule definitions from core programming; and the availability of standardized business rule definitions in both human and machine-readable formats.
Compliance Requirements	CMP17	The Contractor must provide the Department with compliance assurances for the Contractor scope of work.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Compliance Requirements	CMP18	The Contractor shall be fully compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-1919) and Administrative Simplification (Subset of Title II) requirements in effect as of the date of release for the RFP and with any changes that subsequently occur, unless otherwise noted.
Compliance Requirements	CMP19	The Contractor shall enter into a Business Associate Agreement (BAA) prior to the initiation of work. The Contractor and the Department acknowledge and agree that the Business Associate Agreement is subject to HIPAA, and the HIPAA implementation regulations thereunder, and the Health Information Technology for Economic and Clinical Health Act (HITECH), and the HITECH implementation regulations thereunder. Under the Agreement, both parties are responsible for security and privacy compliance and must take advantage of the appropriate security capabilities and measures and adequate data validation, as well as have appropriate policies and procedures in place to minimize or prevent unlawful access by any person who may have access to the entire database.
Compliance Requirements	CMP191-GA	The Contractor's solution shall use a modular, flexible approach to systems development, including the use of open interfaces and exposed Application Programming Interfaces (API); the separation of standardized business rule definitions from core programming; and the availability of standardized business rule definitions in both human and machine-readable formats.
Compliance Requirements	CMP196-GA	The Contractor's system shall limit access to authorized group of stakeholders, if applicable.
Compliance Requirements	CMP197-GA	The Contractor's solution shall provide provider access to services via browser, and mobile device if applicable.
Compliance Requirements	CMP20	The Contractor shall ensure all information not specifically identified as Protected Health Information (PHI) or Personally Identifiable Information (PII) as defined under HIPAA and/or HITECH is treated as privileged communications, held confidential, and must meet the terms and conditions specified in the RFP, BAA and Contract.
Compliance Requirements	CMP205-GA	The Contractor shall adopt intrastate Basic Business Relationship Management (BRM), including tracking relationships between Medicaid system users (e.g., beneficiaries and providers) and the services requested



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		and received and provide beneficiary and provider access to appropriate Medicaid business functions via portal with single online access point.
Compliance Requirements	CMP206-GA	The Contractor shall assist in conducting system coordination between intrastate agencies and some external entities as defined by the Department.
Compliance Requirements	CMP207-GA	The Contractor shall use Software Configuration Management to reproduce solutions in a controlled, incremental fashion, rather than focusing on controlling solution products.
Compliance Requirements	CMP208-GA	The Contractor shall identify intrastate configuration items and baselines.
Compliance Requirements	CMP209-GA	The Contractor's solution shall use a set of computer programs to perform unique business and technical tasks.
Compliance Requirements	CMP21	The Contractor shall ensure that except as provided by law, no information in the possession of the Contractor about any individual shall be disclosed without prior written consent.
Compliance Requirements	CMP210-GA	The Contractor shall use SDLC governance activities.
Compliance Requirements	CMP211-GA	The Contractor shall adopt all industry standards set by the HHS Secretary for requirements, development, and testing phases of projects.
Compliance Requirements	CMP213-GA	The Contractor shall identify alignment with MITA Standards and Conditions in their solution and business processes that advances MITA maturity for business, technology, and data. The targeted MITA Maturity Level is 3 or higher.
Compliance Requirements	CMP214-GA	The Contractor shall ensure that their solution meet, at a minimum, all Level 3 capability requirements related to the business processes performed by the Contractor on the Department's behalf and/or submit a strategy to advance MITA Maturity Level. This includes but is not limited to the following capabilities: Timeliness of Process; Data Access and Accuracy; Effort to Perform/Efficiency; Cost Effectiveness; Accuracy of Process Results; and Utility or Value to Stakeholders Medicaid Information Technology Architecture (MITA) https://www.medicaid.gov/medicaid/data-and-systems/mita/index.html



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Compliance Requirements	CMP215-GA	The Contractor shall provide evidence that their solution (which includes systems and processes) is a MITA Maturity Level (MML) of 3 or higher and/ or a plan to achieve MML 3 or higher. The evidence provided should include but is not limited to documentation, diagrams, and test cases with results.
Compliance Requirements	CMP23	The Contractor's data management approach and operational policies shall meet HIPAA, HITECH, ARRA and other federal and State privacy and security requirements.
Compliance Requirements	CMP24-GA	The Contractor's solution shall, to the greatest extent possible, be browser-agnostic; compatible with multiple standard browsers (in accordance with the State's IT Standards which can be found in the Procurement Library) without requiring specialized or proprietary plug-ins or applets to function. The solution shall be interoperable among various systems not only to software and hardware, but also to business processes and practices.
Compliance Requirements	CMP25	The Contractor shall retain all original paper documents for fifteen (15) calendar days from the date the documents are received and have been scanned, indexed, stored in the ECM and meet verification process standards. Original documents may be destroyed once indexed and stored in the ECM and the retention period is met in accordance with State and Federal guidelines.
Compliance Requirements	CMP26-GA	The Contractor shall maintain an auditing system and employ accounting/auditing procedures and practices that conform to Generally Accepted Accounting Principles (GAAP) and Generally Accepted Auditing Standards (GAAS). All charges applicable to the contract shall be readily ascertainable from such records.
Compliance Requirements	CMP27-GA	The Contractor shall ensure that all technologies implemented are in compliance with any End User Licensing Agreements or other licensing arrangements.
Compliance Requirements	CMP29	The Contractor shall comply with Affordable Care Act Section 1104 Administrative Simplification, and Section 1561 Health IT Enrollment Standards and Protocols.
Compliance Requirements	CMP30-GA	The Contractor's solution shall ensure that all data necessary for legal requirements is retained. The Contractor shall maintain documentation of HIPAA compliance for 6 years (in the event of an audit or investigation) pursuant to 45 CFR 164.105(c)(2). The Contractor shall adhere to other legal



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		requirements and those which pertain to data retention within the contract and RFP, as well.
Compliance Requirements	CMP33-GA	The Contractor's solution shall develop and maintain a Data Management Plan that describes how the solution will manage data. The Data Management Plan shall align to the DCH Enterprise Data Management Strategy and be submitted to DCH as requested. The Contractor's maintenance of the Data Management Plan shall ensure that the plan accurately reflects how the solution and/or project is currently managing data and maintains alignment to the Enterprise Data Management Strategy.
Compliance Requirements	CMP36-GA	The Contractor's solution shall support the ability to reject individual data records/files and accept all others based on identified data quality rules.
Compliance Requirements	CMP39-GA	The Contractor's solution shall align the project/system SDLC to the enterprise SDLC methodology.
Compliance Requirements	CMP40-GA	The Contractor's solution shall document, store and maintain open interfaces that are available to intrastate agencies and stakeholders in a location specified by the enterprise.
Compliance Requirements	CMP41-GA	The Contractor's solution shall produce intrastate transaction data and reports with performance information.
Compliance Requirements	CMP42-GA	The Contractor's solution shall produce audit trails for information within the system.
Compliance Requirements	CMP43-GA	The Contractor's solution shall ensure the process is automated to the fullest extent possible across the intrastate (and interstate when applicable). This includes the process using MITA Framework, industry standards, for Provider module processes to reduce the burden to providers and optimizing timeliness.
Compliance Requirements	CMP44-GA	The Contractor shall only store and share information with entities identified by the state. The information includes but is not limited to: Provider Network Information; Provider Background and screening information; Provider Application fees; Communications via delivery by email, paper, mobile devices, Interactive Voice Response (IVR) system, telephone, facsimile, web portal or Electronic Data Interchange (EDI) transaction. Portal includes usability features or functions that accommodate the needs of persons with



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		disabilities, including those who use assistive technology. Audience downloads, saves or prints publications. Portal includes usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.
Compliance Requirements	CMP45-GA	The Contractor's solution shall produce audit trail of decisions (enrollment, disenrollment, grievance and appeals) and determination results, 100% of the time.
Compliance Requirements	CMP46-GA	The Contractor's solution shall provide online provider enrollment.
Compliance Requirements	CMP47-GA	The contractor shall adopt the MITA Framework, standard messages, and national standards within the intrastate that use standardized business rules definitions for consistency and improves accuracy of information shared to 90% or higher.
Compliance Requirements	CMP48-GA	The contractor's solution shall improve timeliness via state and federal collaboration for all business processes and capabilities. Timeliness can be improved by sharing provider information, using standards, web portal distribution of information, and interaction with regional information exchange hubs. The Contractor shall respond to most common inquiries in real-time (ten (10) seconds or less) releasing alerts and information immediately; exceptions may require 24 hours or less.
Compliance Requirements	CMP49-GA	The Contractor shall turnaround the application decision for 85% or higher of enrollments at no more than 24 hours of receipt (Exceptions may be those requiring extensive credentialing or site visits) and distribute eligibility determination notice of appeal rights within 15 minutes or less 100% of the time.
Compliance Requirements	CMP50-GA	The Contractor shall adhere to the Grievance and Appeals process so that the duration of the process is 45 calendar days or less and distributes Notice of Appeal Rights notifications within 15 minutes or less 100% of the time after a grievance decision notification is received. All correspondences are required to be electronic unless otherwise noted. The communications



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		related to grievances results can be sent via the web portal but must also be sent via standard mail due to state regulation.
Compliance Requirements	CMP51-GA	The contractor shall collaborate with other intrastate agencies and entities to adopt national provider standards as well as develop and share reusable business services.
Compliance Requirements	CMP52-GA	The contractor shall obtain provider information easily and exchange with intrastate agencies and entities based on MITA Framework and industry standards.
Compliance Requirements	CMP53-GA	The Contractor's shall electronically access program business rules to discern whether their grievances or appeals have merit.
Compliance Requirements	CMP54-GA	The Contractor shall adopt MITA Framework, industry standards, provider interfaces, and other nationally recognized provider standards for intrastate exchange of provider information
Compliance Requirements	CMP55-GA	The Contractor shall utilize standard enrollment application interfaces
Compliance Requirements	CMP56-GA	The Contractor shall automate the process to the full extent possible and store the provider background and screening termination information within the state.
Compliance Requirements	CMP57-GA	The contractor shall adopt MITA Framework, industry standards and provider standard messages with intrastate agencies and entities improving efficiency to 99%.
Compliance Requirements	CMP58-GA	The contractor shall ensure the process is consistent, orderly, and allows staff to spend more time on quality outcomes and process improvement. Efficiency improves to 95% or higher.
Compliance Requirements	CMP59-GA	The contractor shall adopt MITA Framework improving stakeholder satisfaction to 90% or higher and use surveys or questionnaires for information collection.
Compliance Requirements	CMP60-GA	The contractor shall adopt MITA Framework, provider industry standard messages, enrollment application and verification standard interfaces, and



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		other nationally recognized standards further improving cost effectiveness ratio.
Compliance Requirements	CMP61-GA	The contractor's solution shall automate information collection to increase the reliability of agencies internal information. External sources of provider information shall use MITA Framework and industry standards for information exchange. Decision-making is automatic using standardized business rules definitions. Accuracy rating is at 99% or higher.
Compliance Requirements	CMP62-GA	The Contractor shall adopt MITA Framework and provider standard messages, industry standards, and information exchange with intrastate agencies and entities improving accuracy to 90% or higher.
Compliance Requirements	CMP63-GA	The Contractor's shall collect information about the types of grievance and appeal it handles and uses it to discern program improvement opportunities that may reduce the issues that give rise to grievances and appeals. Accuracy improves to 90% or higher.
Compliance Requirements	CMP64-GA	The Contractor shall use BPM methodology to transform intrastate business operations into manageable business processes for re-usability and maintainability and has interstate standardized business rules definitions.
Compliance Requirements	CMP65-GA	The Contractor shall assist the Department with updating CMS mandated MITA documentation that includes the Concept of Operations, States Self-Assessment (SSA), Roadmap, and the Standards and Conditions.
Compliance Requirements	CMP66-GA	The Contractor shall use MITA Framework, industry standards, and other nationally recognized standards for business analysis, and messaging and technology standards within intrastate agencies and identified stakeholders, which should include but is not limited to: Section 508(c) of the SDLC for software and interfaces in technical and business modeling techniques (e.g., UML or BPMN).
Compliance Requirements	CMP67-GA	The Contractor shall work collaboratively with intrastate agencies and entities to promote and leverage the reuse of Medicaid business processes within the state.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Compliance Requirements	CMP68-GA	The Supplier's solution shall have highly automated business processes that support accurate and timely processing of health care and eligibility claims. The Supplier's shall document customer service using web and account self-management functionality. The Supplier's shall accommodate customer preferences for communications by email, text, mobile devices, or phones. The Supplier's shall identify state SLA and KPI for automated business processes.
Compliance Requirements	CMP69-GA	The Contractor's solutions shall produce transaction data, reports, and performance information that contribute to program evaluation, continuous improvement in business operations, and transparency and accountability. Also provide eligibility decision logic to the public as defined by the Agency and produce decision audit trails.
Compliance Requirements	CMP70-GA	The Contractor shall implement seamless coordination and integration with agency approved entities, and allow interoperability with exchanges, public health agencies, human services programs, and community organizations providing outreach and enrollment assistance services within the intrastate agencies; and work with community service organizations in assisting health care coverage applicants with the completion and electronic submission of forms.
Compliance Requirements	CMP71-GA	The Contractor shall use open interfaces and have them documented and inventoried within the intrastate agencies; develop extremely complex systems as part of a SOA with modularity methodology; and use intrastate standardized business rules definitions via business rules engine.
Compliance Requirements	CMP72-GA	The Contractor shall: * collaborate and identify existing intrastate message, technical components, and technology solutions, before embarking on ground-up custom development. * identify existing duplicative system components within the state. * minimize ground-up or customized solutions. * implement its system transition plan that includes cost-allocation information across the intrastate.
Compliance Requirements	CMP74-GA	The Contractor shall use services that automatically generate reports through open interface messages, to designated intrastate agencies and entities repositories or data hubs, with appropriate audit trails.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Compliance Requirements	CMP75-GA	The Contractor's solution and/or services must adhere to the MITA interface standards which supports automatic validation of Provider information being exchanged.
Compliance Requirements	CMP76-GA	The vendor shall adopt and use all enterprise central data and information exchange formats for all needed internal Data Exchanges. Any changes shall be submitted to the Enterprise for review.
Compliance Requirements	CMP77-GA	The vendor shall matrix to all applicable standard statewide data definitions and semantics for any new statewide information exchange identified during the life of the project and submit to the enterprise for review.
Compliance Requirements	CMP78-GA	The vendor shall adopt the Logical Data Model (LDM) View of the Enterprise Data model and maintain the model view throughout the project. Any updates or modifications to the model shall leverage elements from the full Enterprise Data Model and be submitted to the Enterprise for review.
Compliance Requirements	CMP85-GA	The Contractor's solution shall matrix the applicable data maintained in the solution to the appropriate data format required for Transformed Medicaid Statistical Information vendor solution (T-MSIS) reporting to CMS to ensure that Enterprise data submitted is of high-quality.
Compliance Requirements	CMP86-GA	The Contractor's solution shall support the identification of additional data quality rules not identified during procurement needed to support the business.
Compliance Requirements	CMP87-GA	The Contractor's solution shall validate the quality of the data sent and received by the solution including data submitted via a batch process.
Correspondence Management Requirements	COR01-GA	The Contractor's Correspondence Management Solution shall, upon the State's direction and requirements, generate correspondence (e.g., scheduled and ad-hoc correspondence and bulletins) using standard letters or forms, letter templates, and free-form letters. The solution shall ensure the letter generation process is triggered based on business rules, where applicable. The Contractor's solution shall provide a free form letter generator to allow DCH to define and modify letters as needed without having to send requests to Contractor where programmer intervention is needed.
Correspondence Management Requirements	COR02	The Contractor shall configure, support and maintain a correspondence engine to generate correspondence and coordinate the print and distribution through a State approved print and mail service.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Correspondence Management Requirements	COR03	The Contractor's solution shall utilize industry standard barcode technology that is approved by the Department.
Correspondence Management Requirements	COR04	The Contractor shall utilize letter, notification and other templates for correspondence that are approved by the Department.
Correspondence Management Requirements	COR06	The Contractor's solution shall send documents and the necessary indexing metadata to the modular integration platform for storage of documents in the enterprise content management solution (ECM).
Correspondence Management Requirements	COR07	The Contractor's solution shall store all sent or received documents in the ECM.
Correspondence Management Requirements	COR08	The Contractor's Correspondence Management Solution must be able to integrate variable data to maximize efficiency.
Correspondence Management Requirements	COR10-GA	The Contractor shall generate applicable notices to providers, (e.g., enrollment/disenrollment notices, requests for information, program information, notices and correspondence listed within the Correspondence Letters Library, and others as required by the State). The Contractor shall produce reporting for each correspondence type generated.
Correspondence Management Requirements	COR12-GA	The Contractor's solution shall produce notices to applicants of the approval, rejection, denial, and pending status of their provider enrollment.
Correspondence Management Requirements	COR13	The Contractor's solution shall provide the ability to create materials at between a sixth and eighth grade reading level and for a culturally diverse population.
Correspondence Management Requirements	COR15	The Contractor's solution shall support official approval and denial notifications to the provider. The notification will support consolidated communication for multiple taxonomies in the case of split approval and denial of provider enrollment service determinations.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Correspondence Management Requirements	COR16-GA	The Contractor's solution shall perform the Systematic Suspension of Licenses process, which results in expiry and termination letters being created. The solution shall ensure the process for notifying the provider is an ongoing/reoccurring process.
Correspondence Management Requirements	COR17-GA	The Contractor's solution shall ensure that the SSN and Tax ID numbers are masked within the Provider Change Notification Letters.
Credentials Verification Organization (CVO) Requirements	CVO01-GA	The Contractor's solution shall conduct monthly monitoring of Provider Fraud, Waste, and Abuse between each Credentialing and Re-credentialing cycles, including but not limited to monitoring the following sanctions: • Verify licenses and certifications with all required licensing boards and authorities, including those in other states• Verify practitioner Drug Enforcement Agency (DEA) and/or Controlled Dangerous Substance (CDS) certification• Verify social security numbers and dates of death for the individual practitioner, owners, authorized officials, delegated officials, and supervising physicians in the Death Master File or DEX system• Verify practitioner medical board sanctions at the state Composite Board. • Verify practitioner Medicare/Medicaid sanctions• Interface with National Plan and Provider Enumeration System (NPPES) to verify National Provider Identifier (NPI) and Taxpayer ID numbers https://npiregistry.cms.hhs.gov/ • Interface with the National Practitioner Data Bank (NPDB) to check for adverse actions• Interface with the U.S. Department of Health and Human Services Office of the Inspector General (OIG), the List of Excluded Individuals/Entities (LEIE) and Excluded Parties List System (EPLS) and the State Medicaid Termination Database to determine the exclusion status for enrolling/recredentialing providers and persons with a five percent (5%) or greater ownership or control interest and any agent or managing employee of the provider• Validate Medicare providers using Medicare's Provider Enrollment Chain Ownership System (PECOS) and The Information Bus Company (TIBCO), Data Exchange (DEX)• Conduct review of fraud and abuse sanctions against the provider• Provide a Credentialing Committee Review• Periodically review the checklist requirements against the NCQA guidelines and ACA requirements to ensure compliance.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO02-GA	The Contractor's solution shall conduct License Verifications for Providers (both in state and out-of-state), which include verifications of any and all restrictions, expirations, suspensions, probations, limitations or revocations. The Contractor shall ensure a date stamp of when the license verifications were completed on the enrollment file.
Credentials Verification Organization (CVO) Requirements	CVO03-GA	The Contractor's solution shall review board orders for the purpose of identifying any restrictions, expirations, suspensions, probations, limitations or revocations, and terminations. The final decision of enrollment shall be made by the State and the Contractor shall notify the State of all board orders.
Credentials Verification Organization (CVO) Requirements	CVO04-GA	The Contractor's solution shall review persons with ownership and control interests, agents and managing employees of the provider. The Contractor shall be responsible for identifying high-risk and moderate-risk Providers.
Credentials Verification Organization (CVO) Requirements	CVO05-GA	The Contractor's solution shall be capable of recommending a Provider be terminated for any license verification issues. The Contractor shall notify the Department, within one (1) Business Day of the Contractor reaching its conclusion to terminate the Provider, to send the appropriate termination letter and appeal rights to ensure that any individual or entity that has been debarred, suspended or otherwise excluded does not receive Medicaid funds. The Contractor shall meet all requests for information relating to the internal and external reporting of Providers whose applications were denied for program integrity reasons.
Credentials Verification Organization (CVO) Requirements	CVO06-GA	The Contractor's solution shall be capable of meeting all requests for information relating to the internal and external reporting of Providers whose applications were denied for program integrity reasons.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO07-GA	The Contractor's solution shall send notices to Providers whose Credentials are approaching expiration no later than ninety (90) days of the expiration date. If the Provider does not respond or if the credentials expire, the Department will issue a notice of termination. The Contractor will need to suspend the file on the date of expiration and give the provider an additional 30 days from the date of expiration to submit the license. After the additional 30 days the file shall be terminated and the State will issue the certified termination notice.
Credentials Verification Organization (CVO) Requirements	CVO08-GA	The Contractor's solution shall establish a dedicated email account in which the Department can send expedited requests to the Contractor as they relate to Provider credentialing concerns. The Contractor shall respond to the request within twenty-four (24) hours.
Credentials Verification Organization (CVO) Requirements	CVO09-GA	The Contractor shall submit an initial QA plan outline to the Department for review and approval within thirty (30) Calendar Days of contract execution. A) The plan shall describe the Supplier's internal Quality Assurance process that will ensure Provider data is collected, verified, and processed appropriately within the timeframes specified by the Department. B) The Contractor shall develop performance measures to evaluate Credentialing and Re-credentialing staff and track and monitor staff performance. C) The Contractor shall adhere to the performance requirements of the contract D) The Contractor shall adhere to all revisions in federal and state legislation (or regulations) which may be enacted or implemented during the term of this contract (that are directly related to the performance requirements of this contract). E) Such requirements will become part of the contract through the execution of a written contract amendment.
Credentials Verification Organization (CVO) Requirements	CVO100-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) verify Provider Medicare/Medicaid sanctions.
Credentials Verification Organization (CVO) Requirements	CVO101-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) interface with the National Practitioner Data Bank (NPDB) to check for adverse actions.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO102-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) interface with the Office of the Inspector General (OIG), the List of Excluded Individuals/Entities (LEIE) and EPLS and the State Medicaid Termination Database to determine the exclusion status for Credentialing/Re-credentialing Providers and persons with a five percent (5%) or greater ownership or control interest and any vendor or managing employee of the Provider. The Supplier shall notify DCH within (2) Business Days of any Provider, owner, or managing employee who is positively identified within the LEIE and EPLS databases.
Credentials Verification Organization (CVO) Requirements	CVO103-GA	The Contractor's solution shall utilize as a form of validation (as part of the Credentialing review, and where applicable for that Provider Type), Medicare Providers using Medicare's Provider Enrollment Chain Ownership System (PECOS). The Contractor's solution shall not use Medicare's PECOS data for Providers with Medicare Provider numbers in lieu of PSV checks. However, all I site visit, fingerprinting, and background check results should only be derived from the delegate source by the Department. Based on these reviews, the Supplier shall notify DCH for which Providers DCH needs to collect the application fee. In those instances in which the Provider requests a hardship waiver, the Supplier shall notify DCH. DCH does not collect application fees for Medicare Providers.
Credentials Verification Organization (CVO) Requirements	CVO104-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) conduct review of fraud and abuse sanctions against the Provider.
Credentials Verification Organization (CVO) Requirements	CVO105-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) escalate the following, but not limited to, applications to DCH for review: 1. The applicant has Board Orders 2. The applicant has been previously terminated by DCH, Program Integrity/OIG, the Center for Medicare Services (CMS), or the Georgia Bureau of Investigation (GBI) State Healthcare Fraud Control Unit 3. The applicant answered "Yes" to one or more attestation question on the application.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO106-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) provide a Credentialing Committee Review and peer review, as deemed by the State.
Credentials Verification Organization (CVO) Requirements	CVO107-GA	The Contractor's solution shall collect and track information from Providers who are NCQA-recognized patient-centered medical homes (PCMHs). The information to collect and track will be determined by the Department.
Credentials Verification Organization (CVO) Requirements	CVO108-GA	The Contractor's solution shall assess and validate the qualifications of the Provider including all primary source validation (PSV) of Credentialing information by generally accepted procedures endorsed and certified by NCQA. The Contractor shall make at least three (3) attempts to verify each required Credentialing data element if the initial attempts are unsuccessful. If all attempts fail, the source shall be marked as 'Unable to Verify' on the Provider Profile.
Credentials Verification Organization (CVO) Requirements	CVO109-GA	The Contractor's solution shall accept and make accessible electronic site visit forms that contain the results of when the Department or one of its Sister Agencies performs unscheduled and unannounced site visits for new Providers identified in Moderate and High Risk Categories, as defined in the Final Rule Implementing the Anti-Fraud Provisions in the Affordable Care Act.
Credentials Verification Organization (CVO) Requirements	CVO10-GA	The Contractor's solution shall ensure compliance with state and federal regulations, such as: A) CMS guidelines and ACA regulations B) Compliance with NCQA guidelines for conduct of Provider Credentialing and Re-credentialing.
Credentials Verification Organization (CVO) Requirements	CVO110-GA	The Contractor's solution shall accept and make accessible Fitness Determination Letters or results that contain the results of when the Department performs fingerprinting and criminal background checks for Providers in the High Risk Category, as defined in the Final Rule Implementing the Anti-Fraud Provisions in the Affordable Care Act. Applications will be denied for Providers who fail to submit to fingerprinting or background checks.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO111-GA	The Contractor's solution shall accept and make accessible any applicable site visit and criminal background check information from the Department, and conduct a Credentialing Committee review by the Provider Credentialing Committee, and provide the Department with a recommendation for the Provider's final Credentialing status.
Credentials Verification Organization (CVO) Requirements	CVO112-GA	The Contractor's solution shall notify the Department of the Credentialing status via dashboard and standard reporting requirements. The solution shall also provide the ability to allow users to run adhoc reports against the data stored within the solution. The final Credentialing status for applying providers is due based on the number of Calendar Days (determined by the Department) after the Medicaid application was submitted.
Credentials Verification Organization (CVO) Requirements	CVO113-GA	The Contractor's solution shall receive Provider applications and make accessible to DCH for final disposition (for successfully Credentialed Providers).
Credentials Verification Organization (CVO) Requirements	CVO114-GA	The Contractor's solution shall send data with all of the Provider enrollment data to the System Integrator and as deemed by the State, to include the necessary Provider information (for successfully Credentialed Providers).
Credentials Verification Organization (CVO) Requirements	CVO115-GA	The Contractor's solution shall (for denied applications) have the ability to notify DCH to send the Provider an Application Denial Letter within five (5) calendar days of the date of denial decision, which includes instructions for appealing the decision to DCH.
Credentials Verification Organization (CVO) Requirements	CVO116-GA	The Contractor's solution shall create a separate electronic application for OPR Providers. The review shall consist of the Provider Application, NPI number, the Provider license information, and any other information as deemed by the State. The Contractor shall complete the entire Credentialing process and provide the State the required data for enrollment within ten (10) Calendar Days for error-free applications and licenses. If the Contractor identifies errors, the same notification process is used as for other Provider types.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO117-GA	The Contractor's solution shall conduct the following Credentialing activities (as applicable) within ten (10) Calendar Days for those Providers enrolling in Georgia Medicaid, but electing not to contract with one of Georgia's three (3) CMOs: 1. Application Verification and Completeness 2. License Verification 3. Database Checks (SSA Death Maser File, NPPES, LEIE, EPLS, OIG Exclusions, Medicare Exclusions) 4. Site Visits (Mandatory for Moderate Category and High Category Risk Providers) 5. Criminal Background Checks (Mandatory for High Category Risk Providers) – DCH reserves the right to conduct criminal background checks for all providers 6. Fingerprints (Mandatory for High Category Risk Providers)
Credentials Verification Organization (CVO) Requirements	CVO118-GA	The Contractor's solution shall (for specific Provider types) utilize the Training Authorization Code (issued by the DCH CCSP and DBHDD) for successful completion of the DCH CCSP and DBHDD training program) to log into the Provider Credentialing Portal (by supplying the Training Authorization Code to begin the Application Process). As part of the DCH and DBHDD CCSP application, the Provider will be required to submit Pre-Qualification Documentation, as identified by the Department and the Contractor will be responsible for accepting, storing, indexing and maintaining all required Pre-Qualification Documents.
Credentials Verification Organization (CVO) Requirements	CVO119-GA	The Contractor shall conduct the standard Credentialing activities (upon receipt of the Medicaid application), including but not limited to: 1) Database Exclusionary Checks, PSV Credentialing Checks 2) notification of application fees 3) Credentialing Committee Review, etc. 4) receive finger printing and background check information from DCH and store the results in the Provider Credentialing Portal 5) notify DCH CCSP and DBHDD that all verification steps have been completed and indicate that DCH CCSP and DBHDD can conduct a site visit, as needed 6) Upon completion of the site visit, all documentation is provided for the



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		Credentialing Committee's review 7) notify DCH of its recommendation for approval or denial.
Credentials Verification Organization (CVO) Requirements	CVO11-GA	The Contractor shall submit any reporting documentation needed to support the accreditation process to participating CMOs. The Contractor will need to send the entire provider database to the CMOs via a format specified by the State ("CMO Full Provider Interface (Outbound)" file). The Contractor will also need to be able to receive and store information from the CMOs via "CMO Network Interface (INPUT)" file. The Contractor shall ensure all CVO results are provided to the State, CMOs, and any other entities defined by the State.
Credentials Verification Organization (CVO) Requirements	CVO120-GA	The Contractor shall determine the final Credentialing status for new DCH CCSP, and DBHDD Providers within thirty (30) Calendar Days of the Contractor's receipt of clean applications and within forty-five (45) Calendar Days of the Contractor's receipt of unclean applications.
Credentials Verification Organization (CVO) Requirements	CVO121-GA	The Contractor's solution shall submit to DCH CCSP and DBHDD (monthly) a report of all processed applications for applying DCH CCSP and DBHDD Providers. The report shall also be provided to DBHDD in a sortable and modifiable format; either Microsoft® Access, Excel or Word. Note that the Supplier has no responsibility in the Credentialing process for applicants that DCH CCSP and DBHDD and the ASO deny participation.
Credentials Verification Organization (CVO) Requirements	CVO122-GA	The Contractor's solution shall (for specific Provider types) utilize the Authorization Code and approval date (issued by the DBHDD's Administrative Services Organization (ASO) for successful completion of the DBHDD's initial review process) to log into the Provider Credentialing Portal (by supplying the Authorization Code to begin the Application Process). As part of the DBHDD application, the Provider will be required to submit Pre-Qualification Documentation, as identified by the Department and the



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		Contractor will be responsible for accepting, storing, indexing and maintaining all required Pre-Qualification Documents. Additionally, COS 590/930 providers must complete pre-enrollment training, as well.
Credentials Verification Organization (CVO) Requirements	CVO123-GA	The Contractor's solution shall be granted DBHDD and the ASO read-only access to the Provider Credentialing Portal to allow these entities to determine the status of DBHDD Provider applications.
Credentials Verification Organization (CVO) Requirements	CVO124-GA	The Contractor shall permit the Provider to submit a Medicaid application if the Provider is successfully Pre-Qualified by DBHDD. Providers are not granted appeal rights for denials during the Pre-Qualification phase.
Credentials Verification Organization (CVO) Requirements	CVO125-GA	The Contractor shall notify the ASO of all final determinations for DBHDD Provider applications.
Credentials Verification Organization (CVO) Requirements	CVO126-GA	The Contractor shall determine the final Credentialing status for new DBHDD Providers within thirty (30) Calendar Days of the Contractor's receipt of clean applications and within forty-five (45) Calendar Days of the Contractor's receipt of unclean applications.
Credentials Verification Organization (CVO) Requirements	CVO127-GA	The Contractor's solution shall submit to DBHDD (monthly) a report of all processed applications for applying DBHDD Providers. The report shall also be provided to DBHDD in a sortable and modifiable format; either Microsoft® Access, Excel or Word. Note that the Supplier has no responsibility in the Credentialing process for applicants that DBHDD and the ASO deny participation.
Credentials Verification Organization (CVO) Requirements	CVO128-GA	The Contractor shall conduct the Credentialing activities (as defined by the Department and also determine the final Credentialing status for new Traditional and Non-Traditional Providers within fifty-one (51) Calendar Days of the Contractor's receipt of clean or unclean applications.
Credentials Verification Organization (CVO) Requirements	CVO129-GA	The Contractor shall conduct the Credentialing activities (as defined by the Department and also determine the final Credentialing status for FFS and Managed Care Providers within fifty-one (51) Calendar Days of the Contractor's receipt of clean or unclean applications.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO12-GA	The Contractor shall ensure that each user accesses the Provider Credentialing Portal with a secure username and password provided within the applicable correspondence letter and have pre-determined access specific to their user role (whether a DCH employee, Provider, CMO representative, etc.).
Credentials Verification Organization (CVO) Requirements	CVO130-GA	The Contractor shall have a Credentialing Committee, operating consistently with NCQA requirements, chaired by a Medical Director that is responsible for reviewing the results of Credentialing and Re-credentialing reviews and developing a recommendation to DCH for application approval or denial.
Credentials Verification Organization (CVO) Requirements	CVO131-GA	The Contractor shall have the Credentialing Committee be responsible for approving the Contractor's internal policies and procedures for conduct of Credentialing, Re-credentialing, peer review and any changes made to those.
Credentials Verification Organization (CVO) Requirements	CVO132-GA	The Contractor shall develop policies and procedures for the structure, goals and objectives of the Committee, which shall meet at least weekly to discuss Credentialing and Re-credentialing applications. The Contractor shall establish an expedited review process that DCH may employ at its discretion should there be an urgent need for a review prior to the next scheduled Credentialing Committee meeting. The Committee will be responsible for reviewing any Provider information that has been submitted that could result in a denial of the application, such as sanctions.
Credentials Verification Organization (CVO) Requirements	CVO133-GA	The Contractor shall ensure that greater than or equal to fifty percent (50%) of the members participating in the Credentialing Committee shall be based within the state of Georgia. In addition, the Committee shall include at least one member who is licensed and knowledgeable in the applicant's scope of practice to provide advice and expertise for Credentialing decisions. The Committee should, also, include one DCH staff member and representation from each CMO Plan (e.g., CMO Medical Director).
Credentials Verification Organization (CVO) Requirements	CVO134-GA	The Contractor shall submit policies and procedures for the Committee to DCH for review and approval. The policies and procedures shall address the Committee's role in review of applications and development of approval recommendation, specifying how this may differ for clean applications and applications where issues may arise that warrant an exception process through a Peer Review. If such a need exists, the Contractor shall make Credentialing determinations using criteria approved by the Department.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO135-GA	The Contractor shall submit policies and procedures that also address the Contractor's proposed Credentialing Committee quality assurance processes in making Credentialing determinations and maintaining the confidentiality. The Contractor shall also submit to DCH for review and approval the proposed composition of Committee members. The Committee shall include at least one (1) representative from DCH.
Credentials Verification Organization (CVO) Requirements	CVO136-GA	The Contractor shall provide a Provider Credentialing Verification Program website to act as a "one-stop shop" launching place for Providers to access information about enrolling in Medicaid, Georgia Families and Georgia Families 360° and the Provider Credentialing Portal. The website shall include a home page for Providers that provides educational information about the Provider Credentialing Verification Program, how to use the Portal and Frequently Asked Questions. The Supplier will also provide on the website useful links, for example, to the Department, Sister Agencies, CMO and other websites as deemed appropriate by the agency webpages. The Contractor will provide an email address for Providers and others accessing the website to send inquiries to the Contractor.
Credentials Verification Organization (CVO) Requirements	CVO137-GA	The Contractor shall, at a minimum, review and update the website monthly or more frequently as needed to confirm accuracy of information displayed on the website. The website shall comply with all Department requirements for information systems, security provisions and webpage development. The Contractor shall submit to Department, by a date as agreed to by the Department and the Contractor and upon updates to content, all materials included on the Provider Credentialing Verification Program website.
Credentials Verification Organization (CVO) Requirements	CVO138-GA	The Contractor shall ensure the website shall be browser-agnostic and operate for most functions regardless of browser brand, as long as the browser has broad usage (at least 1 Million users nationally) and the version is recent in publication (within the last four (4) years). The Contractor shall provide DCH confirmation of the browser and the latest version in use on an annual basis. The website shall meet standards for users using browser types including but not limited to the following: Microsoft Internet Explorer, Google Chrome, Safari and Mozilla Firefox.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO139-GA	The Contractor shall develop and maintain an easily understandable Provider Credentialing Portal for the Provider Credentialing Verification Program that captures all the data and documents required for both Credentialing and Re-credentialing. The Provider Credentialing Portal shall be secure but not complicated to use, and not require multiple sign-in steps. The Contractor shall establish the Portal at least sixty (60) Calendar Days prior to program implementation and comply with the DCH, American Disabilities Act (ADA), Older Americans Act, the Rehabilitation Act usability and content standards (e.g., style guide). The layout shall provide user-configurable resolution, font, and color choices.
Credentials Verification Organization (CVO) Requirements	CVO13-GA	The Contractor shall ensure that each of the Contractor's employees, Subcontractors, or Subcontractor's employees shall sign a confidentiality agreement to preserve the confidentiality of all confidential information viewed, accessed, or used in the course of Credentialing. Confidential information includes all records, reports, summaries, minutes, applications, data and other information. Each of the Contractor's employees, Subcontractors, or Subcontractor employees shall agree not to discuss, communicate, transmit to others, or make unauthorized copies for any purpose unrelated to the performance of the job assigned.
Credentials Verification Organization (CVO) Requirements	CVO140-GA	The Contractor's Provider Credentialing Portal solution shall include secure inquiry-only access to real-time Credentialing and Re-credentialing status data for DCH, applicable partner agencies, CMOs and Providers.
Credentials Verification Organization (CVO) Requirements	CVO141-GA	The Contractor's Provider Credentialing Portal solution shall allow authorized staff to monitor screening and Credentialing activities and determine the status of all Provider applications; however, Providers should have update access solely to their own enrollment data and inquiry access to their own Credentialing results.
Credentials Verification Organization (CVO) Requirements	CVO142-GA	The Contractor's Provider Credentialing Portal solution shall provide navigation clues (e.g., bread crumbs) for users as a way to keep track of their location within programs or documents. The solution shall allow providers the ability to correct a section(s) of the application without having to start at the beginning of the application workflow or restart the application process.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO143-GA	The Contractor's Provider Credentialing Portal solution shall be able to receive the Provider application submitted documents, secure and HIPAA compliant Provider emails, and signatures.
Credentials Verification Organization (CVO) Requirements	CVO144-GA	The Contractor's Provider Credentialing Portal solution shall display Credentialing or Re-credentialing results but not limited to; allow Providers to complete, submit, resubmit, modify, view deficient documentation listings, save partial applications, disenroll, or cancel applications and updates. Each tracking requirement should identify the status, date, result, and person or process that conducted the activity.
Credentials Verification Organization (CVO) Requirements	CVO145-GA	The Contractor's Provider Credentialing Portal solution shall create a Provider profile for each Provider that captures and stores: 1. All Provider enrollment data, each Credentialing or Re-credentialing requirement, the date verified, and the source of the verification. 2. All applicable site visits, fingerprinting and criminal background check information the Supplier receives from DCH. 3. Credentialing Committee recommendations as well as the final Credentialing or Re-credentialing status and date once DCH makes a final determination.
Credentials Verification Organization (CVO) Requirements	CVO146-GA	The Contractor's Provider Credentialing Portal solution shall track and maintain at a minimum the following information: 1. All data and documents currently captured by the current Provider Enrollment Portal maintained by the State's (DCH) Fiscal Agent. 2. All data required for the Credentialing and Re-credentialing processes. 3. Provider application Credentialing and Re-credentialing status. 4. Status and results of identification validation activities. 5. Status and results of database verification checks. 6. Licensure and certification communications sent, communications received and documented result. 7. Status and results of data matches with Social Security Administration, National Practitioner Data Bank, National Plan and Provider Enumeration System, List of Excluded Individuals/Entities, Excluded Parties List System, and any other required data sources. 8. Status and results of site visits. 9. Status and results of fingerprinting and criminal background checks. 10. Educational content designed to serve as Provider information regarding Credentialing and Re-credentialing requirements.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO147-GA	The Contractor's Provider Credentialing Portal solution shall provide a tracking number to Providers along with regular messages about the status of their applications, as well as functionality for Providers to review where the application is in the Credentialing process. At a minimum, the Contractor needs to communicate via letter or electronic notification to the applying Provider when: 1. Application has been submitted. 2. Application is incomplete due to invalid, insufficient or missing information. 3. Application is complete and is under Credentialing Committee review. 4. Credentialing complete.
Credentials Verification Organization (CVO) Requirements	CVO148-GA	The Contractor's Provider Credentialing Portal solution shall provide the capability to select and view on-line at least one (1) year of update and inquiry audit history at the field level per Department requirements. Audit history for each data element or field includes but is not limited to who made the change, what change was made; date/time the change was made, and why the change was made.
Credentials Verification Organization (CVO) Requirements	CVO149-GA	The Contractor's Provider Credentialing Portal solution shall contain other information or links as requested by the Department.
Credentials Verification Organization (CVO) Requirements	CVO14-GA	The Contractor shall ensure that during regular business hours, the Contractor shall maintain control of all confidential information by restricting access to only those who have a user ID and password (authorized representative)
Credentials Verification Organization (CVO) Requirements	CVO150-GA	The 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. In the event of unscheduled downtime, the Contractor shall immediately notify the Department of the downtime, provide the reason for the downtime, provide a written and approved by the Department action plan to resume system activity, and provide a time when the system is expected to be available. Weekly reports to the Department shall be produced detailing all system downtime.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO151-GA	The Contractor's solution shall (as a component of the Provider Credentialing Portal) , develop, implement and operate a single web-based document repository for the purposes of electronically storing all Provider Credentialing documentation related to Medicaid application process for enrollment in the MMIS. Documents maintained in the Contractor's Repository shall be accessible to the Department, its Sister Agencies, and Providers via the Provider Credentialing Website and Portal twenty-four (24) hours a day, seven (7) days per week.
Credentials Verification Organization (CVO) Requirements	CVO152-GA	The Contractor's solution shall provide the capability to upload scanned documents via enrollment screens into the solution and enrollment panel, when deemed necessary.
Credentials Verification Organization (CVO) Requirements	CVO153-GA	The Contractor's solution shall support the ability to upload electronic documents or images in a variety of formats (e.g., PNF, JPEG, and GIF) and sizes greater than 20MB. Types of electronic files include medical images (digital X-rays, MRI, ultrasounds, etc.). In addition, the Repository shall link uploaded documents or images to other system documents/ images/cases.
Credentials Verification Organization (CVO) Requirements	CVO154-GA	The Contractor's solution shall provide instructions on the proper use of the Document Repository as part of the Operations Manual. In addition, the Contractor shall provide appropriate web-based, tutorial training on the Document Repository, as specified by the Department, Provider Credentialing Portal and Repository User Training. Training shall include, but not be limited to the types of access each type of user will have, how users navigate, download and view application and supporting documentation, and protocols for confidentiality and safe record keeping.
Credentials Verification Organization (CVO) Requirements	CVO155-GA	The Contractor's solution shall provide a Provider Credentialing Portal and Document Repository that is flexible and can be updated upon receipt of a change order request from the Department or as changes or enhancements are identified by the Contractor. The Department may make such update requests based on, for example, Provider feedback, federal database checks, and changes to Categories of Service. The Contractor will develop a standardized form for use by the Department to submit change requests, which will describe the requested changes and the date by which the Department expects the changes to be made. The contractor will then work with the Department to further define the changes, required processes for the



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		change, potential risks and solutions for addressing such risks. The Contractor will develop a workplan for implementing the changes and submit to the Department for approval.
Credentials Verification Organization (CVO) Requirements	CVO156-GA	The Contractor's solution shall send the Provider a letter in addition to an electronic notice through the Provider Credentialing Portal that identifies that there are Credentialing documents missing, if the Provider fails to update the required documents by the documents due date during Re-credentialing process.
Credentials Verification Organization (CVO) Requirements	CVO157-GA	If the Contractor's solution does not receive all the missing documentation required for an application within ten (10) Calendar Days, or if the information submitted is invalid, the Contractor shall notify DCH that Re-credentialing failed and will send a Denial Letter to the Provider resulting in the suspension or termination of the Provider.
Credentials Verification Organization (CVO) Requirements	CVO158-GA	If the Contractor's solution receives the missing documentation within ten (10) Calendar Days (Provider submits all required re-credentialing documents), the Contractor will check for fraud and abuse sanctions against the Provider.
Credentials Verification Organization (CVO) Requirements	CVO159-GA	The Contractor's solution finds that sanctions are found, the Supplier shall notify DCH to send the Provider a Sanctions Denial Letter indicating that sanctions were found and Re-credentialing failed.
Credentials Verification Organization (CVO) Requirements	CVO15-GA	The Contractor shall ensure that all Credentialing data is locked when Credentialing specialists are not present to monitor access.
Credentials Verification Organization (CVO) Requirements	CVO160-GA	The Contractor shall perform the following actions if there are no Fraud and Abuse sanctions found for the Provider: 1) the PSV Re-credentialing checks for all providers including non-Medicare Providers 2) the CVO Credentialing Committee reviews PSV results and any applicable site visit, fingerprinting and criminal background check information to determine the final Re-credentialing status.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO161-GA	The Contractor's solution shall provide Re-credentialing verifications and database checks for currently participating Providers, conduct any required site visit, and accept fingerprinting and criminal background check results from DCH to determine the Re-credentialing status for current active Providers.
Credentials Verification Organization (CVO) Requirements	CVO162-GA	The Contractor's solution shall deny Applications for Providers who fail to submit to fingerprinting or background checks.
Credentials Verification Organization (CVO) Requirements	CVO163-GA	The Contractor's solution shall not use PECOS verifications and site visit, fingerprinting and background check results conducted within the last twelve (12) months.
Credentials Verification Organization (CVO) Requirements	CVO164-GA	The Contractor's solution shall notify the Department for which Providers the Department needs to collect the Re-credentialing application fee. NOTE: The Department does not collect Re-credentialing application fees for Medicare Providers. They must submit the receipt from CMS that shows the fee was paid for the past (3) years.
Credentials Verification Organization (CVO) Requirements	CVO165-GA	The Contractor's solution shall update the Provider Credentialing Portal Provider profile with the results for each Re-credentialing verification data element, date, and source as well as the Credentialing Committee's Re-credentialing approval/denial recommendation. The Provider profile shall also reflect the State's (DCH) final approval/denial decision on the Re-credentialing status, date and whether or not PECOS data is used in the process.
Credentials Verification Organization (CVO) Requirements	CVO166-GA	The Contractor's solution shall send an electronic notification Successful Re-credentialing Letter and notify the CMOs in which the Provider is also participating, if any (if DCH approves the Provider).
Credentials Verification Organization (CVO) Requirements	CVO167-GA	The Contractor's solution shall send the Re-credentialing Denial Letter with appeal rights to the Providers (if Re-credentialing is unsuccessful or DCH denies Re-credentialing).



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO16-GA	The Contractor shall ensure that all discarded hard copy information related to the Credentialing process or Credentialing Committee activity shall be shredded by a contracted secure shredding company. The information shall be kept by the Contractor for at least 10 years before shredding. (e.g. Iron Mountain).
Credentials Verification Organization (CVO) Requirements	CVO17-GA	The Contractor shall ensure that all Provider profiles (and supporting documentation) shall be maintained online, on the Provider Portal, for a minimum of seven (7) years after the expiration of the contract.
Credentials Verification Organization (CVO) Requirements	CVO18-GA	The Contractor's solution shall support this process when a Credentialing application is denied:1) The Provider may dispute the DCH's final determination2) The Provider's Denial Letter shall inform the disputing Provider what data caused the Credentialing failure A) The credentialing failure may be found on a profile report of the Provider's Credentialing data and results B) The credentialing failure may be found by inquiry access to the webpages that display those results3) If the Provider submitted data fails to match the primary source data, the Provider may correct submitted information and request the information be re-verified4) If (after re-verification) the data still does not match or the Provider disagrees with the primary source results, the Provider shall be required to contact the primary source organization specifically and present the organization with information substantiates the Provider's claim5) If the primary source organization agrees to change the data, the Provider can request the Supplier re-verify the information once more. 6) These letters shall be sent to the provider via certified mail through the Business Operations Center.
Credentials Verification Organization (CVO) Requirements	CVO19-GA	The Contractor shall monitor progress (during year 1) on completing key tasks necessary for a smooth transition to the Credentialing Verification program. The Contractor shall submit Weekly Status Reports to the Department indicating the status of all Credentials Verification Organization ("CVO") Implementation activities and participate in weekly status meetings to provide the Department with updates on all CVO Implementation activities. CVO status reports should be uploaded to the State's repository.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO20-GA	The Contractor's solution shall create and/or support Credentialing Committee Meeting Minutes The Frequency is on a weekly basis or upon request. The Contents shall include documentation of meeting elements discussed including the criteria used to make Credentialing decisions.
Credentials Verification Organization (CVO) Requirements	CVO21-GA	The Contractor's solution shall create and/or support Internal Audit Report The Frequency is Quarterly The Contents shall include a summary of findings of ongoing internal monitoring of staff performance and audit of sample Credentialing and Re-credentialing reviews. Include a summary of monitoring activities conducted for subcontractors, if any. Describe how the Supplier is addressing any issues or challenges identified.
Credentials Verification Organization (CVO) Requirements	CVO22-GA	The Contractor shall outline how the Supplier proposes to fill any staffing needs to have a sufficient level of support upon Contract Award and include a timetable for filling all position(s) after the Notice of Award for those positions not already designated to existing staff.
Credentials Verification Organization (CVO) Requirements	CVO23-GA	The Contractor shall provide a timetable for filling all position(s) after the Notice of Award for those positions not already designated to existing staff.
Credentials Verification Organization (CVO) Requirements	CVO24-GA	The Contractor shall provide the State with an organizational chart during implementation with updates provided to the State within two (2) Business Days of any changes or vacancies.
Credentials Verification Organization (CVO) Requirements	CVO25-GA	The Contractor shall develop and publish to Providers, detailed document checklists of Provider Credentialing and Re-credentialing requirements by Provider type and category of service, including for Non-Traditional Providers.
Credentials Verification Organization (CVO) Requirements	CVO26-GA	The Contractor shall develop a detailed Provider Credentialing Operations Manual that addresses all steps, protocols and policies for Provider Credentialing, Re-credentialing, interfaces with federal, State and State agencies, and interfaces with DCH's Fiscal Agent. Such Operations Manual must be submitted to DCH for review and approval thirty (30) Calendar Days prior to the implementation date of the Program. The Operations Manual shall be made accessible on the Provider Credentialing Website for use by



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		Providers and other stakeholders in understanding all Operations entailed in the Provider Credentialing and Re-credentialing process.
Credentials Verification Organization (CVO) Requirements	CVO27-GA	The Contractor shall provide a User-friendly Provider Credentialing Portal and make available to the Department and its designated vendors, contractors and stakeholders all Credentialing and Re-credentialing information of all Providers. The Provider Credentialing Portal shall allow Providers to submit all application information and supporting documentation electronically. The Provider Credentialing Portal must track all the data required for Provider Credentialing and Re-credentialing and allow the Department, other State agencies and applicants to track the progress of submitted applications.
Credentials Verification Organization (CVO) Requirements	CVO28-GA	The Contractor shall develop a Data Retention Plan that specifies the retention of all data related to enrollment and Credentialing.
Credentials Verification Organization (CVO) Requirements	CVO29-GA	The Contractor must provide a detailed CVO Communication Plan that documents the Supplier's communication with Providers, DCH, Sister Agencies, CMOs, DCH's Fiscal Agent and other Program stakeholders. A DRAFT CVO Communication Plan must be provided to DCH within thirty (30) Calendar Days of the contract execution and must provide details on how the Supplier will ensure all currently participating Providers are made aware of the Credentialing and Re-credentialing requirements and the new CVO Provider Credentialing Portal. In addition, the CVO Communication Plan shall provide training instructions on using the new Provider Credentialing Portal and describe how activities will differ for existing Medicaid Providers at the time of Program implementation versus new Providers coming into the Program after implementation. The FINAL CVO Communication Plan and all required associating material must be submitted to DCH forty-five (45) Calendar Days prior to Program implementation and DCH must approve the content and format of any communications.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO30-GA	The Contractor shall submit monthly invoices to DCH based on deliverables and contract price. The deliverable-based payments for this project will be made only upon DCH acceptance of the prescribed deliverable.
Credentials Verification Organization (CVO) Requirements	CVO31-GA	The Contractor's shall provide a dedicated CVO Project Implementation Manager with no other project/client responsibilities to oversee completion of implementation activities.
Credentials Verification Organization (CVO) Requirements	CVO32-GA	The Contractor shall ensure that the CVO Project Implementation Manager submits Weekly Status Reports throughout the Implementation process and be prepared to answer pertinent inquiries regarding the program, its implementation and operation.
Credentials Verification Organization (CVO) Requirements	CVO33-GA	The Contractor shall within thirty (30) Calendar Days of the contract execution date, provide a CVO Transition Plan for the transition of services specific to this Contract that are currently performed by the State's (DCH) Fiscal Agent and the Georgia Families CMOs.
Credentials Verification Organization (CVO) Requirements	CVO34-GA	The Contractor's CVO Transition Plan shall include (but is not limited to) accepting provider applications and supporting materials through the Provider Credentialing Portal.
Credentials Verification Organization (CVO) Requirements	CVO35-GA	The Contractor's CVO Transition Plan shall include (but is not limited to) reviewing materials and notifying Providers if applications are incomplete.
Credentials Verification Organization (CVO) Requirements	CVO36-GA	The Contractor's CVO Transition Plan shall include (but is not limited to) accepting and loading into the Supplier's system historical Provider enrollment, Credentialing and Re-credentialing information for seven (7) prior state fiscal years.
Credentials Verification Organization (CVO) Requirements	CVO37-GA	The Contractor's CVO Transition Plan shall include (but is not limited to) accepting and recognizing Credentialing and Re-credentialing applications that are in process or that remain valid at Contract implementation.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO38-GA	The Contractor's CVO Transition Plan shall include (but is not limited to) conducting Credentialing and Re-credentialing activities.
Credentials Verification Organization (CVO) Requirements	CVO39-GA	The Contractor shall, no later than thirty (30) Calendar Days after the Effective Date of the Contract, submit a detailed CVO Turnover Plan to the Department.
Credentials Verification Organization (CVO) Requirements	CVO40-GA	The Contractor's CVO Turnover Plan shall specify how the Contractor will turn over any and all records, files, methodologies, data, and any supplemental documentation which the Department would require for the Department or another contractor to take over operation of the Credentialing Verification Program in the event of Contract expiration or termination for any reason.
Credentials Verification Organization (CVO) Requirements	CVO41-GA	The Contractor's CVO Turnover Plan shall include all elements of turnover phases, including a specific schedule.
Credentials Verification Organization (CVO) Requirements	CVO42-GA	The Contractor's CVO Turnover Plan shall include a statement of commitment to maintain the level of resources dedicated to full-program operations through the contract termination.
Credentials Verification Organization (CVO) Requirements	CVO43-GA	The Contractor's CVO Turnover Plan shall include a statement of resources and training that would be necessary to facilitate an efficient turnover of the Credentialing Verification Organization program to the State or another contractor.
Credentials Verification Organization (CVO) Requirements	CVO44-GA	The Contractor's Turnover Plan revisions required by the Department must be finalized within five (5) Calendar Days of DCH's feedback.
Credentials Verification Organization (CVO) Requirements	CVO45-GA	The Contractor shall provide a final Status Report of CVO Turnover Results at the end of the Contract term.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO46-GA	The Contractor shall acknowledge that no specific payment shall be made by the Department for CVO Turnover Phase services.
Credentials Verification Organization (CVO) Requirements	CVO47-GA	The Contractor shall promote ongoing and seamless communication with Providers by developing outreach capabilities to educate Providers thru electronic access (via the Provider Credentialing Verification Program website and Provider Credentialing Portal), and if requested, information such as, but not limited to the following: 1. Credentialing Verification Program. 2. Information about how Providers update documents for Re-credentialing. 3. Confidentiality provisions. 4. Procedures for communicating between the Supplier and DCH. 5. Procedures for submitting Complaints.
Credentials Verification Organization (CVO) Requirements	CVO48-GA	The Contractor shall promote ongoing and seamless communication with Providers by providing access to all policies and procedures and other program materials on the Contractor's website/solution Provider portal.
Credentials Verification Organization (CVO) Requirements	CVO49-GA	The Contractor shall alert Providers to changes in Provider Credentialing and Re-credentialing requirements that are not otherwise communicated by DCH or its Vendors. To the greatest extent possible, the Contractor shall notify Providers of impending policy or procedural changes at least forty-five (45) Calendar Days prior to implementation. The Contractor shall: 1. Request and obtain from Providers an e-mail address, so they can be alerted to access the Contractor's Provider Credentialing Verification Website to review updates and Provider requirements. 2. Send e-mails to Providers and publish on the Contractor's Provider Credentialing Portal Website any clarification or direction on matters not otherwise communicated by DCH. 3. Post notification of Credentialing/Re-credentialing Program policy change on the Contractor's Provider Credentialing Portal Website.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO50-GA	The Contractor shall establish a process to address Provider Complaints related to the direct work performed by the Contractor. As a part of the Provider Complaint process, the Contractor shall: 1. Allow Providers or Provider's representatives thirty (30) Calendar Days from the date of the alleged action to file a written or oral Complaint. 2. Require Providers and/or Provider's representatives to clearly explain or document the reason for the Complaint. 3. Have dedicated staff for Providers and/or Provider's representatives to contact via telephone, electronic mail, or in person, to ask questions, file a Complaint and resolve problems. 4. Thoroughly investigate each Provider complaint using applicable statutory, regulatory and contractual provisions, collecting all pertinent facts from all parties and applying the Contractor's written Complaint policies and procedures, as approved by DCH. 5. Ensure that Contractor executives work with the Department to identify any instances where corrective action may be required in the Provider Complaint process. The Department maintains corrective action authority in all instances.
Credentials Verification Organization (CVO) Requirements	CVO52-GA	The Contractor shall establish a system to address Provider Complaints related to the direct work performed by the Contractor. As a part of the Provider Complaint System, the Contractor shall use a management information system(s) (MIS) to track and monitor Provider inquiries and Complaints specific to issues related to the Provider Credentialing Verification Program, including but not limited to the following data: 1. Name of Complainant 2. Date and time of Complaint and format, e.g., phone call, email, letter 3. The nature of the Complaint 4. Type of Complaint including information about specific Credentialing process in question 5. Actions taken to address Complaint 6. Complaint resolution outcome, date and time 7. Narrative details regarding Complaint 8. A method for tracking status of any Complaint



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO53-GA	The Contractor's Provider Complaint process shall address resolve all Provider inquiries and Complaints in compliance with the Supplier's Quality Assurance (QA) Program and no later than thirty (30) Calendar Days from receipt.
Credentials Verification Organization (CVO) Requirements	CVO54-GA	The Contractor's Provider Complaint process shall provide monthly complaints data to the State.
Credentials Verification Organization (CVO) Requirements	CVO55-GA	The Contractor shall (in the event the outcome of the review of the Provider Complaint is adverse to the Provider) provide a written response to the Provider with a copy to the State.
Credentials Verification Organization (CVO) Requirements	CVO56-GA	The Contractor shall provide outreach and education to Providers via methods such as: 1. Face-to-Face outreach conducted by the Contractor's regional Provider Field Representatives 2. Educational materials shall be made available on the Program website including video tutorials 3) Participation in semiannual Medicaid fairs 4) Provider association meetings
Credentials Verification Organization (CVO) Requirements	CVO57-GA	The Contractor shall provide outreach and education to Providers via methods such as (but are not limited to): a. Outreach to educate Providers about the Credentialing Verification Program. b. Electronic access via the Provider Credentialing Verification Program website and Provider Credentialing Portal, and if requested, information such as, but not limited to the following: 1. Information about how Providers submit electronic documentation for Credentialing and update documents for Re-credentialing 2. Confidentiality provisions 3. Procedures for communicating between the Contractor and the Department 4. Procedures for submitting Complaints



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO58-GA	The Contractor shall provide (within thirty (30) Calendar Days of the contract execution) the Provider Credentialing Verification Program Website CVO User Training Plan which explains, for each user type, how to sign on and enter and access all available data. The CVO Training Plan should include sample webpages and a definition of each field present on the webpage. Should users need additional assistance, the Supplier shall provide an online tutorial functionality and a mechanism for web portal users to contact Contractor staff. The user shall receive a confirmation message or number when submitting a request for tracking purposes.
Credentials Verification Organization (CVO) Requirements	CVO59-GA	The Contractor shall provide the CVO User Training Plan which shall provide instructions to applying Providers on how to complete and submit applications electronically through the Contractor's Provider Credentialing Website and Portal. A link for the CVO User Training Plan shall be provided on the Provider application page as Providers navigate through the application process. The CVO User Training Plan shall clearly indicate that Providers are required to submit all application and supporting documentation electronically and paper applications will not be accepted.
Credentials Verification Organization (CVO) Requirements	CVO60-GA	The Contractor shall be responsible and accountable for conducting thorough, comprehensive, and timely NCQA and CMS ACA-compliant Credentialing/Revalidation processes.
Credentials Verification Organization (CVO) Requirements	CVO61-GA	The Contractor's solution shall include electronic capture and indexing of all Provider application data and documents, verification, documentation, and assessment of a Provider's credentials to participate in the Fee-For-Service, Medicaid and/or the Georgia Families or Georgia Families 360° programs, and the enrollment file interface with DCH's Fiscal Agent for enrollment.
Credentials Verification Organization (CVO) Requirements	CVO62-GA	The Contractor's solution shall establish and implement processes specific to Provider types (e.g., DBHDD, CCSP, or OPR Providers) where variation exists.
Credentials Verification Organization (CVO) Requirements	CVO63-GA	The Contractor's solution shall perform a NCQA-compliant Re-credentialing and CMS ACA-compliant Revalidation process for both current and new Providers every three (3) years (36 months) based on their initial Credentialing date or on a schedule that meets DCH requirements and NCQA and CMS guidelines.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO64-GA	The Contractor's solution shall accept and send (daily, weekly, monthly, quarterly, or other frequency deemed by the State) data extracts with updated Provider Profile information to all entities required since the Provider was Credentialed or last Re-credentialed (e.g., new address, suspended, no longer active, etc.).
Credentials Verification Organization (CVO) Requirements	CVO65-GA	The Contractor's solution shall notify all Providers, regardless of the categories of service, eight (8) months in advance of the Re-credentialing requirements and due dates to allow Providers adequate time to update and supply the appropriate Credentialing documents and attestations that may require changes. The Contractor shall also notify the provider of expiring licenses, specialty certification, accreditation 90 days prior to the expiration date.
Credentials Verification Organization (CVO) Requirements	CVO66-GA	The Contractor's solution shall allow the providers to update information electronically through the Provider Credentialing Portal during the first six (6) months following the notice so that the Contractor can complete the Re-credentialing process by the due date. The final Re-credentialing status for Providers is due by the last day of the thirty-sixth (36) month from the date of initial Provider Credentialing.
Credentials Verification Organization (CVO) Requirements	CVO67-GA	The final Re-credentialing status for Providers is due by the last day of month thirty-six (36) from the date of initial Provider Credentialing.
Credentials Verification Organization (CVO) Requirements	CVO68-GA	The Contractor's solution permit delegated Credentialing and Re-credentialing activities to qualify providers in accordance with NCQA requirements and pursuant to a written plan that is subject to DCH approval. Delegated credentialing and re-credentialing activities shall still be subject to the Contractor's Provider Credentialing Committee's review and approval.
Credentials Verification Organization (CVO) Requirements	CVO69-GA	The Contractor's solution shall maintain compliance with regulation 42 CFR 455.106, stipulating that applying Providers shall disclose any criminal convictions related to Medicare, Medicaid, or Title XIX programs for each person with ownership or control interest in the Provider, or who is an agent or managing employee of the Provider. Such information shall be furnished at the time the Provider newly applies or renews their application.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO70-GA	The Contractor's solution shall not discriminate for the Credentialing or Re-credentialing of any Provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification.
Credentials Verification Organization (CVO) Requirements	CVO71-GA	The Contractor's solution shall Credential or Re-credential Out of State Providers who shall possess the required license and permits applicable to the state in which they are located. Providers located within fifty (50) miles of the Georgia border (e.g. "Border Providers") are treated as in-state Providers and shall be Credentialed and Re-credentialed by the Contractor. Border Providers are located in Alabama, Florida, North Carolina, South Carolina and Tennessee.
Credentials Verification Organization (CVO) Requirements	CVO72-GA	The Contractor's solution shall Credential or Re-credential Out-of-State Emergency Providers and shall possess the required license and permits applicable to the state in which they are located. Applications for Out of State Providers who are located more than fifty (50) miles from the Georgia border shall be reviewed by DCH.
Credentials Verification Organization (CVO) Requirements	CVO73-GA	The Contractor's solution shall streamline the Credentialing process for all Medicaid Providers (e.g., Georgia Families, Georgia Families 360°, CMOs, etc.).
Credentials Verification Organization (CVO) Requirements	CVO74-GA	The Contractor's solution shall enroll all providers into Medicaid (e.g., Georgia Families, Georgia Families 360°, etc.) by submitting an electronic application(s) and supporting documentations through the web-based Provider Credentialing Portal.
Credentials Verification Organization (CVO) Requirements	CVO75-GA	The Contractor's solution shall accept the Provider Application fees electronically as part of the application process. The Contractor's solution shall also have the capability to reject the Provider Application fees as deemed by the State.
Credentials Verification Organization (CVO) Requirements	CVO76-GA	The Contractor's solution shall support the Department in returning any payments with instructions to the Provider in the event the Contractor's solution directly receives any application fee payments.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO77-GA	The Contractor's solution shall enroll Providers under one or more specialty types and the Supplier shall establish and implement processes specific to the Provider types where variation exists.
Credentials Verification Organization (CVO) Requirements	CVO78-GA	The Contractor's solution shall require Provider's submitting an application to select at least one specialty based on contract type.
Credentials Verification Organization (CVO) Requirements	CVO79-GA	The Contractor's solution shall allow the Provider to later submit a change request to the Fiscal Agent to add other specialties to their Provider file as needed. (Change requests to add additional specialties should not be administratively burdensome to the Provider).
Credentials Verification Organization (CVO) Requirements	CVO80-GA	The Contractor's solution shall (within the Provider Credentialing Portal) include electronic checklists by Program type (e.g., Fee-For-Service or Managed Care), Provider type (e.g., Traditional Provider, Non-Traditional Provider, Facility, etc.), and by category of service (e.g., Home Health, Hospital Providers, Nursing Home Providers, Pharmacy, and/or Physicians). The Contractor's solution shall make available all checklists to applying Providers to indicate all of the required Credentialing documentation that shall accompany the Provider application.
Credentials Verification Organization (CVO) Requirements	CVO81-GA	The Contractor shall develop electronic versions of all checklists for each Program type, Provider type and category of service, including a separate checklist for Out of State Providers that specifies the documents and signatures required for the Credentialing process, and shall encompass information currently required for Medicaid enrollment, including all ownership and control disclosure requirements per 42 CFR 455.104, all CMO Credentialing requirements and any additional requirements the Supplier recommends. The Contractor shall review the electronic versions of all checklists requirements against NCQA and ACA requirements to fully develop the checklists.
Credentials Verification Organization (CVO) Requirements	CVO82-GA	The Contractor shall submit the electronic versions of all checklists to the Department for review and approval within thirty (30) calendar days of the contract execution date. Any updates to the checklists shall be reviewed and approved by the Department prior to use.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO83-GA	The Contractor's solution shall (on the Provider Credentialing Portal) provide clear requirements for Providers when submitting documents in the application submission process. The Supplier shall use the checklists to verify applications are complete and all required documents and signatures have been submitted. If documents are missing or incomplete, the Supplier shall send a notification to the Provider indicating any missing information and requesting submission of the information. Unless otherwise noted, Providers shall submit the information to the CVO within ten (10) Calendar Days. If the Provider does not submit the requested information within ten (10) Calendar Days, or if the Provider submits information that is not valid or is not accepted for enrollment (e.g., expired license, non-relevant information), the Supplier shall send a letter to the Provider within 3 days of making the determination, in addition to updating the tracking status through the Provider portal indicating the application has been denied.
Credentials Verification Organization (CVO) Requirements	CVO84-GA	The Contractor's solution shall (within the Provider Credentialing Portal) use the checklists to verify applications are complete and all required documents and signatures have been submitted.
Credentials Verification Organization (CVO) Requirements	CVO85-GA	The Contractor's solution shall (within the Provider Credentialing Portal) use the checklists to verify applications are complete and all required documents and signatures have been submitted
Credentials Verification Organization (CVO) Requirements	CVO86-GA	The Contractor's solution shall allow Providers to submit any missing or incomplete information (identified during the Provider Application Process) to the CVO within ten (10) Calendar Days.
Credentials Verification Organization (CVO) Requirements	CVO87-GA	The Contractor's solution shall (during the Provider Application Process), send a letter to the Provider within three (3) Calendar Days of determining that the Provider did not submit the requested information within the ten (10) Calendar Days, or if the Provider submissions are not valid or are not acceptable for enrollment (e.g., expired license, non-relevant information)
Credentials Verification Organization (CVO) Requirements	CVO88-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) confirm the identity of Providers to ensure that they may be considered for Provider Credentialing.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO89-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) determine the required screening activities to be conducted for each Provider based on Program type, Provider type and category of service and DCH directive.
Credentials Verification Organization (CVO) Requirements	CVO90-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) verify Curriculum Vitae (CV).
Credentials Verification Organization (CVO) Requirements	CVO91-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) verify valid licenses and certifications via real time interfaces with all required licensing boards and authorities, including those in other states.
Credentials Verification Organization (CVO) Requirements	CVO92-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) verify Provider Drug Enforcement Agency (DEA) and/or Controlled Dangerous Substance (CDS) certifications.
Credentials Verification Organization (CVO) Requirements	CVO93-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) verify Provider education, training, and work history, including any gaps of six (6) months or greater.
Credentials Verification Organization (CVO) Requirements	CVO94-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) verify Provider malpractice insurance coverage.
Credentials Verification Organization (CVO) Requirements	CVO95-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) interface with the Social Security Administration (SSA) Death Master File (DMF) to verify social security numbers and dates of death for the individual Provider, owners, authorized officials, delegated officials, and supervising physicians.
Credentials Verification Organization (CVO) Requirements	CVO97-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) verify hospital privileges.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Credentials Verification Organization (CVO) Requirements	CVO98-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) verify taxpayer ID numbers via the IRS database.
Credentials Verification Organization (CVO) Requirements	CVO99-GA	The Contractor's solution shall (as part of the Credentialing review, and where applicable for that Provider Type) verify Secretary of State and The DCH Pharmacy and Dental Board Provider medical board sanctions.
Customer Relationship Management (CRM IVR Call Center) Requirements	CRM19-GA	The Contractor will provide the necessary artifacts to ensure that the Provider Call Center representatives shall be prepared to provide information to Providers such as how to enroll, the types of documentation they will be required to submit and use of the Provider Credentialing Portal. They shall also have access to information such that they can notify Providers of application status and estimated time remaining for the review to be completed.
Customer Relationship Management (CRM IVR Call Center) Requirements	PRCC02-GA	The Contractor shall research and provide documentation for administrative hearings, appeals and court cases; and participate in these activities upon direction from DCH. The Contractor shall provide the documentation within the timeline specified by DCH.
Data Conversion, Cleansing, and Migration Requirements	DC01-GA	The Contractor shall convert all provider data history for any provider that has been active since January 1, 2011 of all applicable operational data from the State's legacy systems. The Department may require additional data to be converted on an exception basis to support ongoing business needs. The Contractor shall produce comparative reports for all converted data. Any data quality issues will be addressed by the State within each source system



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Data Conversion, Cleansing, and Migration Requirements	DC02	The Contractor shall provide authorized Department or other designated staff access to an environment to validate converted data and provide support for the data validation effort.
Data Conversion, Cleansing, and Migration Requirements	DC03	The Contractor shall work with the State to identify the data elements that will be converted into the Contractor's solution. For legacy data elements that cannot be converted into the Contractor's solution, the Contractor shall work with the State to achieve desired business outcomes using the data elements in the Contractor's solution.
Data Conversion, Cleansing, and Migration Requirements	DC05-GA	The Contractor shall perform one or more trial Conversions as necessary, before final Conversion of the Data, and present the trial Conversion(s) results to the State. The Contractor shall continue to perform trial Conversions until the State deems the results satisfactory.
Data Conversion, Cleansing, and Migration Requirements	DC06-GA	The Contractor shall produce the Reports, deemed necessary by the Department, to demonstrate adequate checks and balances within the Data Conversion process.
Data Conversion, Cleansing, and Migration Requirements	DC08	The Contractor shall convert electronic documents identified by the Department in a format approved by the Department.
Data Conversion, Cleansing, and Migration Requirements	DC09	The Contractor shall provide convenient access to electronic documents from systems being replaced.
Data Management Requirements	DM03-GA	The Contractor's solution shall maintain a record/audit trail of a Provider's requests for copies of enrollment records (including time/date, source, type, and status of request).
Data Management Requirements	DM04	The Contractor's solution shall maintain record/audit trail of errors during update processes, accounting for originating source and user.
Data Management Requirements	DM09	The Contractor's solution shall provide audit trails to allow information on all transactions to be traced from receipt of the transaction through the completion of the transaction, capture at a minimum date/timestamp, data source, worker id, action taken and log any errors encountered for reporting.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Data Management Requirements	DM10	The Contractor shall ensure that all narrative descriptions of codes and abbreviations are available for reporting.
Data Management Requirements	DM108-GA	The Contractor's solution shall provide a configurable workflow process for resolving exact matches for providers that can link, void or end date extraneous records (i.e., duplicate provider records).
Data Management Requirements	DM11	The Contractor shall develop and maintain an electronic data dictionary using industry best practices to be approved by the Department. At a minimum, the data dictionary shall contain for each field: field name in human readable format, field description, database field name, database table, field type and length, valid values and their corresponding descriptions.
Data Management Requirements	DM115	The Contractor's solution shall collect, store, and maintain the data necessary for T-MSIS reporting as required by CMS.
Data Management Requirements	DM116	The Contractor's solution shall capture and maintain the provider related data items needed to support Payment Error Measurement (PERM) processing.
Data Management Requirements	DM117	The Contractor's solution shall retain in the module, after implementation, seven (7) years of electronically imaged documents and data. After seven (7) years, the data will be purged (deleted) from that module. All active records (active providers, active members, active cases, etc.) and 100% of all history for any entity or case that has been active within the last seven years (7) will be retained. Any entity and/or case that has been continuously inactive for the last seven (7) years will not be retained, will be purged, and will no longer be accessible by users in that module.
Data Management Requirements	DM119-GA	The Contractor's solution shall apply single source of information methodologies.
Data Management Requirements	DM120-GA	The Contractor's solution shall support the transfer of data from DCH to other entities (e.g., claims history; recipient enrollment; provider enrollment; and primary reference data information such as diagnosis, procedure, national drug code (NDC), and pricing).
Data Management Requirements	DM121-GA	The Contractor's solution shall update all historical provider enrollment and other primary reference data on a scheduled basis.
Data Management Requirements	DM122-GA	The Contractor's solution shall support that all data generated from Contractor's solution will need to be made available for all Enterprise processing.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Data Management Requirements	DM123-GA	The Contractor's solution shall support the consumption of data in multiple formats/structures from a variety of different sources as defined by the State that may include but not be limited to the following: - Vital Statistics (e.g., Death Master File)
Data Management Requirements	DM124-GA	The Contractor's Logical Data Model (LDM) supports identification of data classes, attributes, relationships, standards, and code sets for intrastate exchange.
Data Management Requirements	DM125-GA	The Contractor's system conforms to ASC X12 Technical Reports Type 3 (TR3), Version 005010 as mandated back in 1/1/2012.
Data Management Requirements	DM126-GA	The Contractor's solution shall maintain the providers' data (e.g., links from providers to other entities, such as groups, managed care organizations, chains, networks, ownerships, and partnerships).
Data Management Requirements	DM127-GA	The Contractor shall develop documentation that explains the data available to each user type and how to sign on and access that data. This manual shall be made available to DCH and to all users prior to the solution going live.
Data Management Requirements	DM128-GA	The Contractor shall adopt the Conceptual Data Model View high-level data, and maintain the model view throughout the project. Any updates or modifications to the high-level data should leverage the full Enterprise Data Model and be submitted to the Enterprise for review.
Data Management Requirements	DM129-GA	The Contractor shall identify the high-level data needed to support the technical solution, including the transaction data used as inputs and outputs of the technical solution. The Contractor shall document and submit the high-level data by doing one of the following: (1) Creating a technical solution specific Conceptual Data Model (CDM) (Includes diagram and business glossary) that links to data identified in the Enterprise CDM. The technical solution CDM shall adhere to the enterprise data modeling & design expectations. (2) Use the Enterprise CDM and business glossary to select the relevant



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		data that will be stored by the technical solution, as well as the types of messages sent and received by the technical solution.
Data Management Requirements	DM130-GA	The Contractor shall align all data in the solution specific Conceptual Data Model (CDM) to its corresponding data in the enterprise CDM and maintain the model throughout the project/system life in adherence to the enterprise data modeling & design expectations. Any additions, updates or modifications to the CDM should be submitted to the enterprise data governance group for review and approval.
Data Management Requirements	DM131-GA	The Contractor shall identify a data custodian or data representative to participate in Enterprise Data Governance. The selected individual will represent the data produced and consumed by the proposed solution. The Contractor shall notify DCH of any changes in representatives, addresses, and email addresses within five (5) Business Days of the Contractor making the change.
Data Management Requirements	DM132-GA	The Contractor shall adhere to the data policies, processes and standards established in the enterprise data management strategy to control redundancy within intrastate.
Data Management Requirements	DM133-GA	The Contractor shall align data designed for the solution to enterprise data entities, attributes, models and relationships to ensure that the overall meaning and use of enterprise data and information is consistent.
Data Management Requirements	DM134-GA	The Contractor shall regularly supply DCH with metadata that allows DCH to sufficiently convey the overall meaning and use of the data used by the solution. The metadata shall include but not be limited to data entities/tables, attributes/columns, data models, standards and relationships.
Data Management Requirements	DM135-GA	The Contractor's solution shall update all relevant master, historical and reference data used by the solution on a scheduled basis. The approach for the update shall be documented and submitted to the Enterprise for review.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Data Management Requirements	DM136-GA	The Contractor shall support the enterprise through the establishment of trading partner agreements for all information exchanges as specified in 45 CFR 162.915.
Data Management Requirements	DM137-GA	The Contractor shall ensure that all solution software and documentation is HIPAA compliant.
Data Management Requirements	DM138-GA	The Contractor's solution shall support the processing of batch data submissions.
Data Management Requirements	DM139-GA	The Contractor's solution shall adhere all applicable DCH structure data standards for automated electronic intrastate interchanges and interoperability.
Data Management Requirements	DM13-GA	The Contractor shall be able to demonstrate the ability to support requirements for backup and archiving consistent with Department SLAs and CMS, State, and industry standards. The Contractor shall also adhere to data retention requirements cited in 45 CFR 164.316, or its equivalent replacement, and the State's Administrative Rules.
Data Management Requirements	DM14	The Contractor's solution shall maintain an audit trail of all changes to data, including changes that were made in error and subsequently backed out of or suspended.
Data Management Requirements	DM140-GA	The Contractor's solution shall adhere to all applicable DCH vocabulary data standards including but not limited to reference data standards.
Data Management Requirements	DM141-GA	The Contractor's solution shall support the transmission of data to all applicable entities identified by the enterprise, in a format/structure defined by the enterprise (e.g., Data Warehouse).
Data Management Requirements	DM142-GA	The Contractor's solution shall support the transfer of data between The Contractor's solution and other applicable entities using a transfer method determined by DCH. This may include the development/implementation of a service.
Data Management Requirements	DM143-GA	The Contractor's solution shall identify, store, maintain, and distribute master provider data including but not limited to: - 10-digit national provider identifier - Links from providers to other entities such as groups, managed care organizations, chains, networks, ownerships, partnerships, etc.
Data Management Requirements	DM144-GA	The Contractor's solution shall not allow atypical providers to be assigned numbers that duplicate any number assigned by the NPPEs.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Data Management Requirements	DM145-GA	The Contractor shall provide the ability to create or link to master entity records including the ability to merge, unmerge, link and unlink entity IDs and generate global master IDs for the same entity. This includes maintaining a cross-walk to all applicable entity IDs.
Data Management Requirements	DM146-GA	The Contractor's solution shall support the ability to match records, determine if different entity records represent the same entity, in order to create a master entity records.
Data Management Requirements	DM147-GA	The Contractor's solution shall process or support actions and responses to B Notices from Internal Revenue Service (IRS) as determined by the Enterprise.
Data Management Requirements	DM148-GA	The Contractor shall maintain all HIPAA-required data sets including those defined by the HIPAA implementation guides to support all applicable transactions required under HIPAA administrative simplification rule which include but are not limited to: - Diagnosis Codes: ICD-10 - National Drug Codes: NDC
Data Management Requirements	DM149-GA	The Contractor's solution shall accept, record, store and retrieve documents using enterprise standards for document images and attachments including but not limited to the HIPAA attachment.
Data Management Requirements	DM15	For audit and reporting purposes, the system shall provide and maintain the following data for all reference codes: a. Effective date b. End date c. Date when last changed d. Who made last change e. Short description f. Long description
Data Management Requirements	DM150-GA	The Contractor's solution shall support the auto-archiving of documents/document image attachments and routing to the appropriate business area for processing based on identified business rules.
Data Management Requirements	DM151-GA	The Contractor's solution shall support the referencing of a document/document image attachment to a specific activity (e.g., Claim attachment to Claim submission activity).



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Data Management Requirements	DM152-GA	The Contractor's solution shall support the testing and measuring of data quality based on DCH data quality/validation rules including those established for the Transformed Medicaid Statistical Information Contractor solution (T-MSIS).
Data Management Requirements	DM153-GA	The Contractor's solution shall provide a defined service based on DCH service definition rules to request/validate provider information that will be used by various stakeholders including but not limited to: - Claims processing Contractor solution(s) - Managed Care Encounter processing Contractor solution(s)
Data Management Requirements	DM154-GA	The Contractor shall establish and/or leverage if available, a matrix to all applicable data classes, relationships and code sets that support information exchanges with intrastate partners. The matrix shall align data from the solution to the data from the intrastate partner.
Data Management Requirements	DM155-GA	The Contractor's solution shall identify, store, maintain, and distribute provider data.
Data Management Requirements	DM156-GA	The Contractor's solution shall conform to all applicable data type standards established for the enterprise.
Data Management Requirements	DM157-GA	The Contractor shall participate in the Data Governance process, as defined and administered by the Agency. The Data Governance process will define processes and adjudicate concerns for items including but not limited to: • Enterprise data lifecycle management processes (including master data management) • Data synchronization processes • Data formats for data exchanged by/between systems in Agency's Medicaid Enterprise • Management of reference data (e.g., code list versions) • Dispute resolution for data management issues
Data Management Requirements	DM158-GA	The Contractor's solution shall support full and incremental data synchronization between the solution and the State's Integration Platform for data entities as defined by the Agency.
Data Management Requirements	DM159-GA	The Contractor's solution shall ensure that module operational data is available and is supplied to the System Integrator in a format and frequency as defined by the Agency. The System Integrator may require periodic data refreshes at agreed upon intervals.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Data Management Requirements	DM160-GA	The Contractor shall migrate and convert all required data from the Agency's legacy system in coordination with the System Integrator. This shall include but not be limited to: • Supplying the System Integrator with proposed data migration file layout(s), prior to conversion • Collaborating with the Agency, Systems Integrator and Legacy solution Contractor to support the documenting and diagramming of the data pipeline for data conversion
Data Management Requirements	DM161-GA	The Contractor shall work with the Agency and the System Integrator to identify data quality issues and shall assist in remediating those issues as required.
Data Management Requirements	DM162-GA	The Contractor's solution shall maintain Offshore Data Use policies as defined by the Agency. The Contractor shall ensure that Agency data is not used, maintained, transmitted, stored, or processed in geographic or virtual areas which are not subject to U.S. Law.
Data Management Requirements	DM163-GA	The Contractor's solution shall ensure that systems and applications hosting Agency data support data integrity controls to guarantee that transmitted information is not improperly modified without detection (e.g., provide for secure data transmission).
Data Management Requirements	DM164-GA	The Contractor's solution shall support non-repudiation methodologies in order to ensure that transmission services provide proof of the integrity and origin of sensitive and confidential data. The Contractor's solution shall employ authentication services which can be asserted to be genuine with high assurance (e.g., use of cryptographic controls and digital certificates).
Data Management Requirements	DM165-GA	The Contractor's solution shall support the creation of an automated pipeline for legacy data migrations. The Contractor shall support the legacy data migrations during the implementation and parallel operation periods.
Data Management Requirements	DM166-GA	The Contractor shall develop a mapping of Contractor's solution data elements reflected in the Contractor's data dictionary to the enterprise data dictionary.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Data Management Requirements	DM167-GA	The Contractor shall support migration efforts to onboard new modules (e.g. claims) that will be receiving provider data.
Data Management Requirements	DM168-GA	The Contractor shall support and implement Contractor's solution ECM functionality in accordance with an enterprise-wide ECM strategy as defined by the Agency.
Data Management Requirements	DM169-GA	The Contractor's solution shall use all Structural Data Standards (Transaction Sets) established by the Enterprise. Any deviation must be submitted for review. The Contractor's solution shall establish and submit for review the format/structure for any transmission of data (sending or receiving) that does not have a specified standard established by the enterprise. The format/structure for the transmission must leverage applicable national, regional and intrastate structural data standards.
Data Management Requirements	DM17	The Contractor's solution shall provide the ability to store and apply updates to all applicable codes upon new release at an interval appropriate for the data or when requested by the Department.
Data Management Requirements	DM170-GA	The Contractor's solution shall establish and submit for review the reference data sets that do not have a specified standard established by the Enterprise. The reference data sets must leverage applicable national, regional and intrastate reference data standards. The Contractor's solution shall use all Reference Data Standards (Reference Data Sets/Codes) identified by the Enterprise for the solution. Any deviation must be submitted for review.
Data Management Requirements	DM171-GA	The Contractor's solution shall collect performance information in a predefined format.
Data Management Requirements	DM172-GA	The Contractor's solution must ensure that transactions execute in an amount of time that is commonly required and appropriate to execute the specific tasks. Execution times should be in real-time (as preferred by the Department) or as close to real-time as possible. The Contractor shall provide details of transactions that are not executable in real-time for review and approval by the Department.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Data Management Requirements	DM173-GA	The Contractor's solution shall provide the ability to suppress processing on an individual within specified categories on a run-to-run basis.
Data Management Requirements	DM174-GA	The Contractor shall ensure that the Data integrity error rate and routing errors of any transaction is less than .001% within the PSM Module.
Data Management Requirements	DM18	The Contractor's solution shall perform batch control including logging and reporting.
Data Management Requirements	DM19	The Contractor's solution shall archive all versions of reference information and update transactions.
Data Management Requirements	DM20	The Contractor's solution shall have the ability to void or reverse recent changes by rolling back to prior configurations.
Data Management Requirements	DM21-GA	The Contractor's data management strategy shall include the following concepts: Data Integrity (data cannot be modified undetectably), Data Availability (access is not inappropriately blocked or denied), Data Authenticity (validation of transactions), Data Security (encryption and Department approved security protocols and processes), Non-repudiation of Data (parties to a transaction cannot deny their participation in the transaction). In addition, the DMS must align to DCH Data Management Plan Template.
Data Management Requirements	DM22	The Contractor's solution shall provide entity search capability including the ability to search by entity type, entity name, entity address elements, entity phone number(s), unique identifier for entity type, any alternate identifiers including EIN, SSN, TIN and other demographic elements.
Data Management Requirements	DM23	The Contractor shall provide real-time access to transactional data for all module components
Data Management Requirements	DM25	The Contractor shall create and maintain a suite of State/Contractor-defined on-line reports to allow users to choose from pre-built defined parameters (such as provider number, procedure code, date of service, etc.) to generate customized reports for monitoring the daily operations of the system and Fiscal Agent Operations.
Data Management Requirements	DM31	The Contractor's solution shall be configured and maintained to validate and standardize addresses according to United States Postal Service (USPS) verification, validation and standardization rules.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Data Management Requirements	DM37-GA	The Contractor's solution shall facilitate real-time data processing including, but not limited to, data cleansing, data loading, data brokerage, integration, validation, reconciliation, and synchronization with the State's enterprise. The Contractor shall perform as described within Service Level Agreement #SLA25-GA.
Data Management Requirements	DM38-GA	The Contractor's solution shall perform data management storage optimization and consolidation techniques.
Data Management Requirements	DM39	The Contractor's solution shall maintain all data sets defined by the HIPAA Implementation Guides to support storage of all transactions required under HIPAA Administrative Simplification Rule (e.g., Gender, Reason Code) for seven (7) years.
Data Management Requirements	DM40-GA	The Contractor's solution shall maintain a normalized Relational Database Management System (RDBMS) with referential integrity and is optimized to meet performance requirements.
Data Management Requirements	DM41	The Contractor's solution shall provide a method to access, query, and report against archived data external to the Operational Data Store (ODS).
Data Management Requirements	DM43-GA	The Contractor shall demonstrate through data analysis that the implementation outcomes have been validated and are accurate. The validation process must be approved by DCH prior to the execution of the system.
Data Management Requirements	DM45	The Contractor's solution shall maintain a history of provider information (i.e., full audit history or equivalent capabilities). All transactions, including the execution of database scripts, need to be recorded in the full audit history.
Data Management Requirements	DM46	The Contractor shall develop and maintain a process to archive and access archived data (including legacy MMIS component data).
Data Management Requirements	DM47	The Contractor shall participate in ongoing data governance meetings as required by the Department.
Data Management Requirements	DM51	The Contractor's solution shall provide the ability to modify transactions in real-time.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Data Management Requirements	DM52-GA	<u>The Contractor shall participate in governance processes led by the Agency and including the System Integrator and other module Contractors as appropriate during design, definition, and any subsequent revisions of data formats to be used for communicating data to and from the module.</u>
Data Management Requirements	DM53	The Contractor's solution shall provide an address type, effective dates, and the ability to select the type of address for provider mailings.
Data Management Requirements	DM54	While the Department prefers real-time/event driven process, the Contractor shall provide a tool to easily administer and execute scheduled events (e.g., reports, file transfers, processes, notifications) to be performed on a regular basis (e.g. daily, weekly, monthly).
Data Management Requirements	DM55	The Contractor shall provide a conceptual data model (CDM) that identifies the data elements required for an end-to-end business process execution including the identification of data standards that will reduce future rework to achieve successful data sharing across the enterprise and for intrastate/interstate exchanges. The CDM is required to be used as a reference to provide high-level overview of the data and relationships used by the enterprise and to provide a tool for ensuring the completeness of the business model.
Data Management Requirements	DM57	The Contractor shall standardize the structure and visibility of data and applications to support automated electronic data exchanges within the State's enterprise to promote interoperability.
Data Management Requirements	DM58-GA	The Contractor's solution shall maintain online access to all reports, indefinitely.
Data Management Requirements	DM60	The Contractor shall be responsible for data management including ensuring the architecture addresses data semantics, data harmonization, and shared-data ownership.
Data Management Requirements	DM62-GA	The Contractor's solution will ensure current and historical provider IDs are linked back to one universal/common identifier and provide ability to merge, unmerge, link and de-link to other Medicaid provider IDs for the same provider, (e.g., numbers used before the NPI was established, erroneously issued prior numbers, multiple NPIs for different subparts, etc.). The solution shall have the ability to generate global master IDs for the same entity. The Contractor's solution shall, also, Capture and maintain crosswalks of subpart



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		NPIs used by Medicare (but not Medicaid) to facilitate coordination of benefits (COB) claims processing.
Data Management Requirements	DM63	The Contractor's solution shall assign standardized unique internal identifiers for entities and prevent the creation of duplicate records.
Data Management Requirements	DM64	The Contractor shall be responsible for backup and retention of data to include: 1. Daily incremental backups with retention of sixty-one (61) days. 2. Weekly incremental backups with retention of twelve (12) weeks. 3. Monthly full backups with retention of eighteen (18) months. 4. Annual full backups with retention of seven (7) years.
Data Management Requirements	DM69	The Contractor's solution shall maintain online access to all reference tables with an option to search and display by reference data type and code.
Data Management Requirements	DM70	The Contractor's solution shall maintain user controlled parameters for all standards and messages.
Data Management Requirements	DM71-GA	The Contractor's solution shall verify that all dates are valid and reasonable and transmit all dates in a format specified by the Agency (ISO8601).
Data Management Requirements	DM72	The Contractor's solution shall provide proper data validation rules (e.g., all fields defined as alphabetic contain only alphabetic data, fields defined as numeric contain only numeric data, items with definitive upper and/or lower bounds are within the proper range).
Data Management Requirements	DM73	The Contractor's solution shall capture and maintain the data items needed for State or Federal reporting requirements.
Data Management Requirements	DM74	The Contractor's solution shall validate calculated data items.
Data Management Requirements	DM75-GA	The Contractor's solution shall validate, and/or verify that all data items that contain self-checking digits (e.g., National Provider Identifier) passes a specified check-digit test. This also refers to EINs and Bank account numbers (for providers) and any other number that contains self-checking digits.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Data Management Requirements	DM79	The Contractor's solution shall support the Extract, Transform and Load (ETL) processes from real-time web services or batch processes.
Documentation Requirements	DOC02	The Contractor shall develop and maintain a Certification Plan that defines the contractor's approach to CMS certification. It must describe the processes and procedures that will be used to manage Certification requirements. The Certification Plan must comply with the most current MECT process to ensure the system will meet all certification requirements.
Documentation Requirements	DOC03	The Contractor shall develop, submit, and maintain a Data Management, Conversion and Migration Plan to include the following: a. A data management strategy that will support integration, optimization, quality, stewardship, standards, and governance of data. b. description of appropriate skill sets, processes, technologies/tools, and any naming conventions followed. c. Approach to conversion, cleansing and migration. d. Approach to risk management for data conversion effort. e. Approach for testing migration or converted data; f. Approach to reporting the number of records successfully converted vs. errors or exceptions. g. Approach for cleansing data to prepare it for loading to the proposed solution that is refined as necessary. h. Approach to resolving data conversion errors and issues. i. Approach for supporting the Department validation of converted data. j. Tasks, timelines, and responsible parties for all conversion and migration tasks. k. Entrance and exit criteria for each phase of the effort.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC04	Prior to beginning design and configuration/build activities, the Contractor must develop and submit to the State an Application Configuration and Maintenance Plan that describes the Contractor's approach to applications configuration and enhancements including: a. Approach to conducting design sessions or walkthroughs. b. Approach to conducting sprints or iterations. c. Configuration management. d. Schedule of major and minor releases. e. Tasks, timelines, and responsible parties for design and configure/build tasks. f. Approach to system enhancements g. Programming and coding standards The plan must be maintained through the system implementation. Revisions must be approved by the State.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC07-GA	The Contractor shall provide during the initiation phase of the project and maintained throughout the project user documentation. The State requires User Documentation for use by a novice business user to understand the automated system or application from a business function perspective. The Contractor shall provide comprehensive, well-organized user documentation. The Contractor's User Documentation shall include at a minimum: • Written in a procedural step-by-step format. (Instructions for sequential functions must follow the flow of actual activity). • Manuals that helps users understand the purpose and operation of the module/module component(s) for each business process/major program/functional area. • Acronyms used in user instructions must be identified and must be consistent with windows, screens, reports, and the data element dictionary. • Cover system navigation, online help, and policies and procedures. • The documentation must be available on-line and provide an on-line search capability with context-sensitive help. • Provide the ability to produce a PDF version upon request • Use version control to retain historical versions of documentation and revisions must be clearly identified. • User documentation must be written and organized so that novice users can learn from reading the documentation how to access the on-line windows/screens, read reports, and perform all other user functions. • User manuals must contain a table of contents and an index. • Definitions of codes used in various Sections of a user manual must be consistent. • Descriptions of error messages for all fields incurring edits must be presented and the necessary steps to correct such errors must be provided. • Abbreviations must be consistent throughout the documentation. • Each user manual must contain a Section describing all reports generated within the subsystem, which includes the following: A narrative description of each report.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		The purpose of the report. Definition of all fields in the report, including detailed explanations of calculations used to create all data and explanations of all subtotals and totals. Definitions of all user-defined, report-specific code descriptions; and a copy of representative; and pages of each report. Instructions for requesting reports or other outputs must be presented with examples of input documents and/or screens. • Instructions for making on-line updates must clearly depict which data and files are being changed.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC08-GA	The Contractor shall develop and maintain annually, a Business Continuity and Disaster Recovery Plan within thirty (30) Calendar Days of the contract execution and must be in place before any Department data is transferred or entered into the solution. The Plan shall include information about offsite storage and the restoration of all system capabilities in an offsite location in the event of a disaster at the primary location. At a minimum, DCH requires daily onsite and offsite backups of all electronic data to ensure that information is recoverable. The Supplier shall maintain daily backups until weekly and monthly backups are created and verified. DCH may require a demonstration of the Supplier's and any subcontractor(s)' disaster recovery processes. The Plan must contain procedures for data backup, restoration, and emergency mode operations in the event of: a. Hardware or Software Failures; b. Human Error; c. Natural Disaster; and/or d. Other unforeseeable emergencies. The Business Continuity and Disaster Recovery Plan must be approved by the Department.
Documentation Requirements	DOC09	The Contractor's Business Continuity portion of the plan must include the following: a. Identification of the core business processes involved in the production solution. For each core business process include: 1) Identification of potential failures for the process; 2) Risk analysis; 3) Impact analysis; and 4) Definition of minimum acceptable levels of service/output. b. Definition of triggers for activating contingency plans. c. Procedures for activating any special teams for business continuity. d. A plan for recovery of business functions, units, processes, human resources, and technology infrastructure. e. Communication protocols and process for restoring operations in a timely manner.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC10	The Contractor's Disaster Recovery portion of the plan must address, at a minimum: a. Retention and storage of backup files and software; b. Hardware backup for critical solution components; c. Facility backup; d. Backup for any telecommunications links and networks; e. Backup procedures and support to accommodate the loss of any online communications; f. A detailed file backup plan, procedures, and schedules, including rotation to an off-site storage facility. g. The off-site storage facility must provide security of the data stored there, including protections against unauthorized access or disclosure of the information, fire, sabotage, and environmental considerations. h. An enumeration of the prioritized order of restoration for Contractor's proposed solution. i. Provide a short-term uninterruptible power supply to facilitate an orderly shutdown of the information system in the event of a primary power source loss.
Documentation Requirements	DOC11	The Contractor shall update all project documentation (e.g., system design documentation, user and training documentation) as necessary throughout all phases of the project.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC12	The Contractor shall provide and maintain an Operations, Maintenance and Configuration Plan for the Department's approval that describes post-implementation processes for areas such as: a. Architecture/hosting operations. b. Monitoring daily operations performance. c. Performing routine maintenance. d. Maintaining user documentation. e. Online help approach and documentation, as appropriate. f. Configuration and change management. g. Approach to enhancements and other new requirements. h. Maintaining system documentation. i. Maintaining training documentation. j. Archiving requirements. k. Tasks, timelines, and responsible parties for design and configure/build tasks. l. Reporting status against relevant Service Level Agreements (SLAs) m. Schedule of major and minor releases. The Department must review and approve all revisions of the Operations, Maintenance and Configuration Plan.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC13	The Contractor shall develop a Module Implementation Plan in conjunction with the State that describes, at a minimum: a. The rollout approach, including phased implementation, if necessary. b. Overall integration approach c. Approach to continuous integration of other modules or data from other data providing entities. d. The proposed implementation schedule. e. The rollback strategy. f. Communication and Contractor support procedures. g. Contractor and State roles and responsibilities. h. Operational Readiness Checklist(s) that defines, in advance, the go/no-go decision, and all aspects of Contractor, solution, and State readiness. i. All critical tasks that are required for cutover. j. Post cutover monitoring. k. The onsite and offsite user support provided by the Contractor and State during the initial solution implementation. l. Solution acceptance procedures. m. Tools and processes to ensure overall quality. n. Describe post implementation production deployment process and activities.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC14-GA	The Contractor shall provide and maintain system design documentation that includes at a minimum: • A description of each component, their purpose, including basic functions and the business areas supported • User stories/use cases • User interface design • Physical database design • A module system diagram, including all components, identifying all business process diagrams, data flows, systems functions, and their associated data storage • Configurations • Job streams within each module, identifying programs, inputs and outputs, control, job stream flow, operating procedures, and error and recovery procedures. • A network schematic showing all network components and technical security control • Listing of the edits and audits applied to each input item and the corresponding error messages. • Interface Control Documentation • 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.
Documentation Requirements	DOC15	The Contractor shall develop and maintain a Communication Plan. The purpose of the Communication Plan is to provide a description of the communication that will occur on the project and how it will be managed. This includes details about various types and means of communication, communication channels, communication flow within the organizational structure, escalation, guidelines for meetings, dissemination of knowledge, and communication effectiveness. The Communication Plan shall ensure that the communication approach addresses communication across multiple vendors. Effective communication is a key element for the success of the project.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC16	The Contractor shall develop and maintain a Quality Management Plan. The Quality Management Plan identifies the quality standards for the project and how quality standards are measured. It includes the process steps and quality tools that will be used (e.g., templates, standards, and checklists).
Documentation Requirements	DOC18-GA	The Contractor shall develop and maintain a Change Management Plan. The Contractor shall ensure that all services affecting production changes follow DCH-approved Change Management procedures and include thorough risk analyses (system, processes, compliance, security, etc.) per change requested. The Change Management Plan must include the following elements. a. Tools to support change management b. Change management process steps c. Escalation process d. Training e. Roles and Responsibilities
Documentation Requirements	DOC19	The Contractor shall provide and maintain Technical Documentation including written description of module component(s) design, function and architecture that will provide guidance to system developers. Additionally, the Contractor must include a detailed list of all environments, each environments' IT technologies including software, middleware, hardware, utility applications, development tools, testing tools, and provides detailed information on the programming languages and protocols used.
Documentation Requirements	DOC21	The Contractor shall provide a Solution Architecture Document. The Solution Architecture Document includes a technical explanation of all aspects of the solution including detailed architectural diagrams, data flows, component specifications, SaaS, COTS products and hosting environment details. The document will include architectural tradeoffs using the Architecture Tradeoff Analysis Method (ATAM) method or other suitable method for evaluating the proposed platform architecture relative to the enterprise goals to identify risks that would inhibit the achievement of Agency's business goals.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC22	The Contractor shall develop and maintain a Defect Management Plan that describes the process of submitting, monitoring and resolving defects. The plan will detail the following: a. Approach and tools utilized to assign, identify, prioritize, track, resolve, and test system defects. b. Approach to defect severity categorization using an industry standard methodology. c. Approach to reporting and documenting defects. d. Describe how the Contractor will work collaboratively with other State healthcare programs enterprise vendors. e. Describe the defect management processes related to all test types and levels in the RFP (e.g., the relationship between defect resolution and the coordinated test case execution). f. Describe the defect management processes after implementation.
Documentation Requirements	DOC24	The Contractor shall submit and maintain a Staffing Plan as part of the Project Management Plan. The Staffing Plan must include: a. Identify the roles and responsibilities by resource type throughout all phases of the contract, including identifying key and non-key personnel as well as FTE allocation for all personnel. b. Staffing Levels (estimated by resource type by phase for the duration of the project) to be reported in the Resource Allocation Matrix. c. Detail how the staffing levels shall achieve consistent, dependable service regardless of changes that may influence work volume. d. Detail differentiated by Proposer staff, subcontractor staff, if applicable, and State project staff. e. Identify total hours to be expended, per phase or effort, and for the entire project, by Proposer staff and by State project staff. f. Tools and processes used to screen available staff and fill positions. g. Expectations regarding onsite time for contractor resources h. Process for temporarily and permanently replacing vacancies in key personnel and other manager/lead positions consistent with staffing SLAs.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC26	The Contractor shall develop, submit and maintain a Master Test Plan that describes the Contractor's plan for all testing activities, processes, types and levels. Testing must be as automated and self-documenting as possible (e.g., continuous unit testing). At a minimum, the Master Test Plan must address the following: a. Overall testing strategy for the following testing types: unit testing, system testing, integration testing, regress testing, parallel testing, performance and load testing, manual and automated and/or scripted testing, disaster recovery and end-to-end integration testing of COTS products if any. b. Approach to planning and preparing the test/staging environment c. Approach to conducting each test level. d. Approach for supporting UAT. e. Approach for testing nonfunctional requirements. f. Approach to test documentation (e.g., test cases, test scripts, test case matrices added as design progresses). g. Approach to quality control/quality assurance. h. Approach to bi-traceability to requirements and design. i. Tools, techniques, and methods. j. Reporting mechanisms, traceability and metrics. k. Defects and defects resolution. l. Entrance and exit criteria for each test level including alignment with industry standards. m. Configuration management for each test level n. Testing roles and responsibilities o. Acceptance Criteria shall include but is not limited to; no high or critical defects in code released to production and production releases will not be promoted if more than 5% of requirements have an open defect



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC27	The Contractor shall develop and submit a Training Plan that, at a minimum, addresses the following: a. Summary of training approach that focuses on the train-the-trainer methodology, objectives, and desired outcomes. b. Training needs analysis, including an assessment of the target audience and their knowledge and skills. c. Recommendations on type and delivery approach based on training needs analysis. d. Summary of proposed training materials and documentation in addition to hands-on training. e. Approach to maintaining training documentation and accompanying materials. f. Approach to providing training necessary to support new functionality and/or major software releases that materially change the user interaction. g. Approach to processing for incorporating feedback to improve train the trainer effectiveness over the course of the Contract.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC28	The Contractor shall develop in collaboration with the Department, a System Test Plan that describes the Contractor's System Testing approach and includes at a minimum the following: a. Test Coverage b. Walkthroughs and Inspections c. Test Data Considerations d. Entrance Criteria e. Exit Criteria f. Configuration Management g. Testing Documentation h. Process Steps i. Inputs to System Testing j. Outputs for System Testing k. Metrics l. Pass/Fail Criteria m. Suspension Criteria and Resumption requirements n. Testing Deliverables o. Testing activities p. Resources, Roles and responsibilities q. Testing Tools r. Meetings and Communication s. Acceptance Criteria shall include but is not limited to; no high or critical defects in code released to production and production releases will not be promoted if more than 5% of requirements have an open defect.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC29	The Contractor shall provide during the initiation phase of the project and maintain throughout the project, system documentation that at a minimum includes: • A description of each component, their purpose, including basic functions and the business areas supported • User stories/use cases • Screen layouts, report layouts, and other output definitions, including examples and content definitions • Physical database design • A module system diagram, including all components, identifying all business process diagrams, data flows, systems functions, and their associated data storage • Configurations • Job streams within each module, identifying programs, inputs and outputs, control, job stream flow, operating procedures, and error and recovery procedures. • A network schematic showing all network components and technical security control • Listing of the edits and audits applied to each input item and the corresponding error messages. • As applicable, listing and description of all control reports • Interface Control Documents • Narrative descriptions of each of the reports and an explanation of their use must be presented. • Definition of all fields in reports, including a detailed explanation of all report item calculations. • Operations Procedure Manual • Data Dictionary



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC37	At least twelve (12) months before the start of the final Contract year (including option years that have been exercised) the Contractor shall provide, a Turnover Plan to the Agency. The Plan will include: a. Proposed approach to turnover. b. Tasks and subtasks for turnover. c. Schedule for turnover. d. Updated operational tasks and procedures during turnover. e. Description of vendor coordination activities that will occur during the turnover task and implementation of the activities to ensure continued system and services as deemed necessary by the Agency. f. List of incomplete tasks, such as system defects, modifications or enhancements, mass adjustments, reference updates, and configuration requests. g. A detailed description of the services that would be required by another Contractor to fully take over system, technical, and business functions outlined in the Contract. The description shall also include an estimate of the number and type of personnel required to support the technical platform and supporting services. h. The data and documentation shall be organized in a format required by the State (e.g., by provider unique ID and provider name).
Documentation Requirements	DOC38	The Risk Management portion of the Project Management Plan must describe at a minimum: a. Proactive identification and analysis of risks before they become issues. b. Development of risk avoidance, transfer, mitigation or management strategies. c. Approach to monitoring, communicating, reporting of risk status including procedures for documenting, resolving, and reporting issues and risks identified by the Contractor, the Agency or other project contractors. d. Approach to root cause analysis. e. The appropriate methods, tools, and techniques for active and ongoing identification and assessment of project risks. f. Describe how risks will be quantified and qualified.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC40	The Issues Management Plan portion of the Project Management Plan must describe at a minimum: a. Approach to issue management. b. Issue management process steps including: -Approach to prioritizing, tracking, escalating, communicating, reporting issues -Approach to documenting, reporting, and resolving issues identified by the Contractor, the Department or other module contractors. -Approach to impact analysis. c. Tools, and techniques for active and ongoing identification and monitoring of project issues. d. Roles and responsibilities. e. Describe how issues will be quantified and qualified.
Documentation Requirements	DOC41	The Contractor shall provide a Deliverable Expectations Document (DED) for each deliverable that describes the purpose, content, applicable MECT minimum required content and industry standards (e.g., PMI, IEEE/ISO, CMS XLC) that are satisfied for each Deliverable. Each DED is a deliverable.
Documentation Requirements	DOC42-GA	The Contractor shall develop functional Documentation including both User Documentation and a comprehensive Operations Procedure Manual which shall provide guidelines for the operation and use of the module and/or module component(s). At minimum the User Documentation and Operations Procedure Manual shall contain policies, processes and workflows for the module and/or module component(s).
Documentation Requirements	DOC44-GA	The Contractor shall maintain Attachment L-Technology Matrix and deliver annually to the Department for review.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC46	The Contractor shall provide a User Interface Style Guide or equivalent document defining the design standards for user interfaces. The User Interface Style Guide must demonstrate how the solution meets the most current MECT user interface requirements including: a. User ability to customize or make adjustments (e.g. language support, font size) to portal presentation. b. Users utilizing scripting languages and/or assistive technology have the ability to access the information, field elements, and functionality required for electronic form or page completion and submission including directions and cues. c. User Interface organization so documents are readable without requiring an associated style sheet. d. User Interfaces identifying row and column headers for data tables. e. User Interfaces informing users when a timed response is required and given sufficient time to indicate more time is required. f. User Interfaces providing a method that permits users to skip repetitive navigation links. g. User Interfaces provide text titles for frames to facilitate frame identification and navigation. h. User Interfaces use markup to associate data cells and row/header cells for data tables that have two or more logical levels of row or column headers.
Documentation Requirements	DOC48-GA	The Contractor shall submit all notification materials to DCH for approval prior to use. The Contractor shall update materials, as needed, prior to any significant program or policy changes and shall review materials for accuracy at least once per year.
Documentation Requirements	DOC49-GA	The Contractor shall submit its Provider Complaint System policies and procedures to DCH for review and approval quarterly and annually and as updated thereafter.
Documentation Requirements	DOC50-GA	The Contractor shall make available electronically its Provider Complaint System Policies and Procedures. This information shall include, but not be limited to, specific instructions about how to contact the Supplier's Provider Services to file a Complaint and which individual(s) have the authority to review a Provider Complaint.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Documentation Requirements	DOC51-GA	The Contractor shall develop reference manuals, policies, and procedures for use during daily operations for each of its business areas. All material is to be approved by DCH prior to publishing or implementation.
Documentation Requirements	DOC52-GA	The Contractor's solution shall preserve and make available with no limitation all records and supporting documentation under audit or involved in litigation and must be kept for seven (7) years or as deemed by the State following the conclusion of the litigation or audit.
Documentation Requirements	DOC53-GA	The Contractor shall support identifying any policies, rules, regulations, NDA pre-requisites to execute planning and implementation activities.
Documentation Requirements	DOC54-GA	The Contractor shall ensure one hundred percent (100%) of all electronic attachment documents received, including staff site visit documentation, and/or other applicable electronic documentation must be stored into the system within one (1) business day. The Contractor shall generate a report to track all incoming electronic documents. The report will include time and date stamps for when a document was received and when a document was stored. The Contractor shall conduct internal quality checks on the documents scanned.
Documentation Requirements	RFDC01	The Contractor's solution shall provide external and internal users access to current and historical provider manuals (e.g., CMS1500, Dental Claims Manual, Institutional Claims manual, Pharmacy Claims Manual and other Agency manuals or provider bulletins related to Medicaid policy and claims processing). NOTE: Contractor shall not be responsible to create the content of the manuals.
Enterprise Content Management (ECM) Requirements	ECM01	The Contractor will configure, support and maintain Enterprise Content Management (ECM) functionality (including Document Management, Workflow to meet the business needs of the State's enterprise.
Enterprise Content Management (ECM) Requirements	ECM02	The Contractor's ECM solution must be able to support all common document types (i.e., Word, PDF, Visio, Excel, PowerPoint, TIFF, and JPEG) and must integrate seamlessly with the most common document viewing and editing tools used by the Department.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Enterprise Content Management (ECM) Requirements	ECM03	The Contractor's ECM solution must allow users to access documents from any platform with all core features available across platforms (desktop, web, mobile). The ECM must allow users to view all documents and images without the use of plug-ins.
Enterprise Content Management (ECM) Requirements	ECM04	The Contractor's ECM solution must support role-based control and access of documents, as well as including the following: a. Granular authorizations for access, preview, editing and sharing. b. Automatic access expirations for documents deemed sensitive by the Department. c. Content security policy enforcement, such as unusual document access activity and sharing of documents with sensitive information of uploads/downloads of prohibitive data.
Enterprise Content Management (ECM) Requirements	ECM05	The Contractor's ECM solution must include a flexible search engine, including document and content search capabilities.
Enterprise Content Management (ECM) Requirements	ECM06	The Contractor's ECM solution must allow users to associate metadata with documents.
Enterprise Content Management (ECM) Requirements	ECM07	The Contractor's ECM solution must support simple integration with scanning solutions (support for bulk-scanning).
Enterprise Content Management (ECM) Requirements	ECM08	The Contractor's ECM solution must support version control.
Enterprise Content Management (ECM) Requirements	ECM09	The Contractor's ECM solution must be configurable to comply with the Department's document retention policies.
Enterprise Content Management (ECM) Requirements	ECM10	The Contractor's ECM solution must support document workflows with review/approval ability with digital signature support (e.g., scan notifications).



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Enterprise Content Management (ECM) Requirements	ECM11-GA	The Contractor's ECM solution must scan all uploaded documents for viruses prior to storage and support procedures for guarding, monitoring, and detecting malicious software (e.g., viruses, worms, malicious code, etc.).
Enterprise Content Management (ECM) Requirements	ECM12	The Contractor's solution shall be able to index, link and display incoming correspondence or uploaded documentation with the entity record.
Enterprise Content Management (ECM) Requirements	ECM13	The Contractor's solution shall send all documentation to the Systems Integration Services module for storage in the centralized ECM.
Enterprise Content Management (ECM) Requirements	ECM14	The Contractor's solution shall have an integrated electronic document management solution to meet the business needs of the State's enterprise.
Enterprise Content Management (ECM) Requirements	ECM15	The Contractor's solution shall accept, record, store, and retrieve freeform or HIPAA attachment documents submitted with or in reference to claim submission activity (e.g., operative reports, occupational, physical, and speech therapy reports, durable medical equipment and warranty data, manufacture's tracking data for implants, waivers and demonstration specific requirements).
Enterprise Content Management (ECM) Requirements	ECM17-GA	The Contractor shall ensure the support and functionality of all ECM requirements at the Provider module level and must configure the Provider module to support all enterprise-level content and documentation management requirements and functionality if/when a centralized Enterprise Content Management (ECM) system is established in the future.
Financial Information Management Requirements	AFM01-GA	The Contractor's solution shall create accounting records and procedures that adhere to the Generally Accepted Accounting Principles (GAAP) and shall be subject to State and federal approval. Accounting procedures, policies, and records must be completely open to Department, State, and Federal audit at any time during the Contract period and for seven (7) years thereafter. The Contractor shall agree to the following terms for access to records relating to the Contract.
Financial Information Management Requirements	AFM02-GA	The Contractor's solution shall maintain signed provider contracts for reimbursement of claims via electronic funds transfer (EFT).



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Financial Information Management Requirements	AFM03-GA	The Contractor shall create unique payee IDs that link to multiple providers or create unique self-payees where applicable.
Financial Information Management Requirements	AFM04-GA	The Contractor shall affiliate providers with a payee using effective date criteria.
Financial Information Management Requirements	AFM05-GA	The Contractor shall store payment data for each payee (EFT vs check) and send the information to the system integrator to be used by Claims for payments.
Financial Information Management Requirements	AFM06-GA	The Contractor shall display and update date spans for current and historical EFT and banking data.
Financial Information Management Requirements	AFM07-GA	The Contractor shall maintain the Tax Identification numbers associated with each payee and send to the System Integrator for the Claims module to use to generate annual 1099s.
Financial Information Management Requirements	AFM08-GA	The Contractor shall convert all provider and payee data and provide a crosswalk if different identifiers are assigned.
Financial Information Management Requirements	AFM09-GA	The Contractor shall allow for the assigning of a unique provider contract (currently 998) to payees.
Financial Information Management Requirements	AFM10-GA	The Contractor shall convert the provider master file, and attempt to correct / validate by having the User portal pre-populate the FEINs and the user acknowledge that it is correct. The 'B' notices or the 1099s will be corrected thru this acknowledgement.
Financial Information Management Requirements	AFM11-GA	The Contractor's solution shall create and support the IRS TIN Match Extract File (Output) and Input File.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Financial Information Management Requirements	AFM12-GA	The Contractor's solution shall create and support the IRS W9 Address Changes interface
Financial Information Management Requirements	AFM13-GA	The Contractor shall process to completion all approved provider enrollment financial information documents into the applicable state financial system, with at least ninety-nine percent (99%) accuracy. The Department will conduct monitoring of the accuracy of keyed financial information within the applicable financial system.
Financial Information Management Requirements	AFM14-GA	The Contractor shall process to completion 100% of all approved provider enrollment financial information documents into the applicable state financial system, within two (2) business days of provider approval. The Contractor shall generate and provide a weekly report to track received financial information to process against actual processed documents.
Hosting and Environments Requirements	ENV02-GA	The Contractor shall provide Hosting Services that shall meet all State and federal requirements or program rules, policies or procedures.
Hosting and Environments Requirements	ENV03-GA	The Contractor's hosting solution shall provide the flexibility to integrate other solutions for security and regulatory purposes in the future and be cost-effective with the ability to scale quickly.
Hosting and Environments Requirements	ENV05-GA	The Contractor's Solution shall be Available 99.5% of the time, 24 hours a day, seven (7) days a week, excluding Department approved planned Downtime. All planned downtime and maintenance outages shall be coordinated and approved by the Department at least five (5) business days in advance.
Hosting and Environments Requirements	ENV06	The Contractor shall provide the ability to run multiple sessions /environments/applications/areas/views simultaneously. This includes providing sufficient environments and configurations (e.g., multiple environments, multiple application layers, hub architecture) necessary to perform all required functions (e.g., testing, training, production operations, modeling, disaster recovery).
Hosting and Environments Requirements	ENV08-GA	The Contractor's Solution shall provide comparable environments, and be able to establish connectivity, to those used by the Integration Platform (e.g., testing, staging, and pre-production). The Contractor shall coordinate with



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		the Systems Integrator the security and Data sensitivity Configurations for the multiple environments as required.
Hosting and Environments Requirements	ENV09-GA	The Contractor shall provide isolated environments to support integration testing, performance testing, UAT checks with security Configurations able to support testing with de-sensitized (non-PHI, non-PII) Data sets.
Hosting and Environments Requirements	ENV10-GA	The Contractor shall provide a pre-production environment configured to mirror production settings to support integration checks and pre-deployment checks with sensitive (e.g. PHI/PII) Data sets.
Hosting and Environments Requirements	ENV11-GA	The Contractor's Solution shall maintain Data Segregation: Contractor shall ensure that Department systems, applications, and Data used to provide Department services are physically and/or logically separated from third-party systems and Data.
ICAM Requirements	ICAM01-GA	The Contractor shall describe available user access roles within the Contractor's solution, including authorizations provided to each role.
ICAM Requirements	ICAM02-GA	The Contractor shall provide the Agency's System Integrator with details of Identity and Access Management (IAM)-related tools, supported protocols, and data elements and shall collaborate with the System Integrator on establishing IAM procedures necessary to integrate the provider module with the MEST enterprise.
ICAM Requirements	ICAM03-GA	The Contractor's solution shall leverage a self-service registration module, provided by the Systems Integrator, for assignment and management of online accounts for solution users. The Contractor's solution shall be responsible for the operational Identity, Credential and Access Management (ICAM) tasks including user vetting, provisioning, credentialing, and identity lifecycle management.
ICAM Requirements	ICAM04-GA	The Contractor shall comply with established Identity, Credential, and Access Management (ICAM) policies and procedures established by the Agency's System Integrator, including: • Compliance with SAML 2.0 and the ability to process SAML assertions • The establishment of user accounts based on a centralized account provisioning strategy based in the Integration Platform • The implementation of user roles for authorization/access control purposes • The use of industry standard identity proofing services, whether conducted



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		by the Agency, the Contractor, or a third party vendor • Compliance with NIST SP 800- 63-3 Access Level 2 for Identity, Authentication, and Federation
ICAM Requirements	ICAM05-GA	The Contractor's solution shall contain verification mechanisms that are capable of authenticating authority (as well as identify) for the use or disclosure requested.
ICAM Requirements	ICAM06-GA	The Contractor's solution shall support a user security profile that controls user access rights to data categories and system functions as part of a Role-based Access Control (RBAC) or Attribute-based Access Control (ABAC) authorization approach.
ICAM Requirements	ICAM07-GA	The Contractor's solution shall ensure account access authorization procedures shall follow the concept of least privilege; allowing users access to only the information that is necessary to accomplish assigned tasks in accordance with business functions.
ICAM Requirements	ICAM08-GA	The Contractor shall demonstrate the ability to securely and accurately exchange user credentials between the integration platform and the Contractor's solution.
Implementation and Acceptance Requirements	IA01-GA	The Contractor shall follow the following process for deploying each proposed solution(s) to Production: a. Submit an implementation letter to the State confirming that the solution is ready for Implementation. b. Receive the State's approval of the implementation letter, accepting the Contractor's Confirmation. c. Deploy the solution according to the approved Implementation Plan. d. Provide confirmation that the solution has been deployed to Production and the Contractor has completed no less than fourteen (14) calendar days (or some time period greater, as required by the Department and specified in the Work Plan) of Operations without Deficiencies (including, but not limited



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		to, significant Operational issues, such as critical or high ticket defects). e. Receive the State's Acceptance of the System Implementation no later than the Acceptance Date in the Work Plan.
Implementation and Acceptance Requirements	IA02-GA	The Contractor shall monitor the operation of the Solution to ensure that there are no immediate or ongoing adverse effects on the Department's programs according to the performance expectations identified in the Contractor's scope of work on an ongoing basis and throughout the life of the Contract.
Implementation and Acceptance Requirements	IA03	The Contractor shall demonstrate that the System infrastructure (hardware, software, and interfaces) is operational and meets federal and State architectural, technical, security and privacy requirements as well as the business and functional requirements.
Implementation and Acceptance Requirements	IA04-GA	The Contractor shall provide Operational Readiness test results demonstrating that the Solution meets all service and system performance standards as defined in the scope of work and Service Level Agreements.
Implementation and Acceptance Requirements	IA05-GA	The Contractor shall conduct an Operational Readiness Walkthrough with the Department to validate the operational readiness of Contractor, the Solution, and the Department. The main purpose of Operation Readiness (OR) is to reduce operational risks, which is defined as the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. The OR walkthrough will include the demonstration of outcomes required for certification and other functionality, processes, and procedures as deemed appropriate by the Department. The OR walkthrough for certification may occur separately from an OR walkthrough for the project. An OR walkthrough is conducted prior to initial production deployment.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Implementation and Acceptance Requirements	IA06-GA	The Contractor shall develop and, at least ninety (90) Business Days prior to the scheduled Operational Readiness Review audit, submit for the State's approval the Operational Readiness Review Checklists ("ORR") that will examine the actual solution characteristics and the procedures of the product's operation to ensure that all hardware, software, resources, procedures, and User Documentation accurately reflect the deployed state of the System.
Implementation and Acceptance Requirements	IA07-GA	The Contractor shall participate in readiness reviews conducted by the Department and the Department engaged stakeholders. The Contractor may not begin Operations until the Department has determined that the Supplier is capable of meeting readiness review standards. The Supplier's failure to pass the readiness review thirty (30) Calendar Days prior to the beginning of service delivery may result in immediate Contract termination or other action(s) as deemed appropriate by the Department.
Integration Requirements	INT02	The Contractor's solution shall support retrieval and presentation of data associated with geographic indicators such as by state, by county, by zip code, by peer group, or other geographical indicators specified by the Agency.
Integration Requirements	INT10	The Contractor shall develop operational procedures in coordination with other enterprise module vendors to restore system availability.
Integration Requirements	INT100-GA	The Contractor shall develop, in coordination with the System Integrator, an overall integration approach as approved by Agency. The approach shall be documented within the Module Implementation Plan and shall include but not be limited to: • Contractor's solution interfaces exposed to the State's Integration Platform • Integration schedule including milestones / checkpoints • Integration test plan (including test report formats, acceptance criteria) • Designated POCs for integration activities and their roles • Processes for communicating delays, issues, etc. • Processes for coordination during solution deployment



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Integration Requirements	INT101-GA	The Contractor shall ensure that all data, transactions and service calls between the Contractor's solution and other modules (including legacy systems) are routed through the State's Integration Platform.
Integration Requirements	INT102-GA	The Contractor shall route data, transactions and service calls between the Contractor's solution and 3rd party systems and federal systems (CMS, IRS, SSA) through the State's Integration Platform when required by the Agency.
Integration Requirements	INT103-GA	The Contractor's solution shall utilize supporting services, data sources, or data feeds (master indices, reference data, etc.) provided by the State's Integration Platform as required by the Agency.
Integration Requirements	INT104-GA	The Contractor shall provide and keep current API documentation for Contractor's solution to be included in the enterprise API Registry.
Integration Requirements	INT105-GA	The Contractor's solution shall use RESTful and/or SOAP-based web services for seamless coordination and integration with other U.S. Department of Health & Human Services (HHS) applications and intrastate agencies, if applicable.
Integration Requirements	INT15-GA	The Contractor's solution shall use standard messaging formats (e.g. XML, JSON, EDI, etc.) to ensure interoperability.
Integration Requirements	INT22-GA	All service endpoints/APIs shall be exposed to the State's Integration Platform and are able to receive and submit messages through the State's Integration Platform.
Integration Requirements	INT35	The Contractor shall provide an architecture that has clearly defined service endpoints.
Integration Requirements	INT40	The Contractor shall provide technical, functional and performance documentation required by the IV&V Contractor for the solution in order to support IV&V reporting needs identified in the most current version of MECT.
Integration Requirements	INT52	The Contractor shall collaborate with all State enterprise contractors and solutions to accurately collect, process, and distribute applicable HIPAA EDI transactions.
Integration Requirements	INT54	The Contractor's solution shall require (when appropriate), capture, and maintain the 10-digit NPI.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Integration Requirements	INT55	The Contractor's solution shall accept the NPI in all applicable standard electronic transactions such as online portal and interfaces.
Integration Requirements	INT59	The Contractor shall ensure all hardware, software, and communication components installed for use by State staff are compatible with the State currently supported versions of the Microsoft Operating System, Microsoft Office Suite and Internet Explorer; and current technologies for data interchange.
Integration Requirements	INT60	Unless otherwise mutually agreed to in writing, the Contractor must maintain any and all hardware and software products required to support the Contractor's solution at their most current major version (patches, fixes, upgrades, and releases for all software, firmware and operating systems) or no more than one version back from the most current major version.
Integration Requirements	INT61-GA	The Contractor's solution shall allow internal and external stakeholders to upload and view electronically submitted documents. (Example: Allow the ability for providers to upload attachments, completed forms, or required documentation for enrollment applications and other functions via the User Interface (UI)).
Integration Requirements	INT62	The Contractor's solution shall ensure information and event notifications include aggregated and integrated information.
Integration Requirements	INT63	The Contractor's solution shall have business process orchestration in an event-driven environment that maximizes process automation.
Integration Requirements	INT65-GA	The Contractor's solution shall provide the ability to share and federate data with other data sharing partners.
Integration Requirements	INT68	The Contractor shall collaborate with the Systems Integrator to automatically report system availability to the SI availability solution. The frequency of each module component verification will be defined by the Department.
Integration Requirements	INT70	The Contractor shall identify and describe the licenses necessary for the scope of work to support the infrastructure that will provide sufficient bandwidth and redundancy to ensure accessibility, reliability/fault tolerance and acceptable performance.
Integration Requirements	INT73	The Contractor shall be responsible for understanding the business processes to automate and orchestrate appropriate workflows, business rules, data flow and metadata within the solution and work collaboratively with the SI.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Integration Requirements	INT74-GA	The Contractor's solution shall identify errors in transactions and immediately notify the System Integrator and the source system of the specific errors including whether the errors have precluded loading and/or using the data.
Integration Requirements	INT78-GA	The Contractor's solution shall be integrated in a loosely coupled manner (e.g., minimizing unnecessary dependencies) with the rest of the enterprise by encapsulating its inner-workings and interacting with the rest of the enterprise via interfaces to and from the System Integrator's Solution which leverage interoperability data standards.
Integration Requirements	INT79	The Contractor's solution shall allow internal and external users to enter data using electronic forms and receive documents electronically from other systems.
Integration Requirements	INT80	The Contractor's solution will interface with the State's designated financial processing solution.
Integration Requirements	INT81-GA	The Contractor's solution shall receive and display data, messages, and alerts from other systems in real-time. The Solution shall also perform advanced information monitoring and route system alerts and alarms to communities of interest when unusual conditions, as defined by the Department, are detected.
Integration Requirements	INT85-GA	The Contractor's solution shall support web services, specifications, and adapters (e.g., ODBC, Web Service (WSDL, WS-*, SOAP, REST, UDDI, ODATA), JSON-WDP, MS SQL, SQL Server, Oracle, FTPS, SFTP, HTTPS, MSMQ, XML, EDI, etc.).
Integration Requirements	INT86	The Contractor's solution must be capable of receiving, translating, and processing data to and from the variety of protocols (e.g., FTP, FTPs, SFTP, HTTP, HTTPS, JMS, JDBC, ODBC, NET, AS2, AS3, POP3, SMTP, SSH, TCP, CICS). The Contractor shall include in their response a list of protocols supported.
Integration Requirements	INT87	The Contractor's solution shall provide context sensitive help (situational clarification and support associated with process specific steps), to support user activities (e.g., provider enrollment and maintenance activities).
Integration Requirements	INT88-GA	The Contractor shall implement a solution where module components are loosely coupled (e.g., minimizing unnecessary dependencies) and can be added or replaced quickly without major system design changes.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Integration Requirements	INT93	The Contractor shall provide electronic notification including detailed release notes for Major and Minor version, patches, updates and fixes deployed to the production environment.
Integration Requirements	INT94	The Contractor shall work collaboratively with module vendors to reconcile ODS data elements with the data elements for each module component.
Integration Requirements	INT95-GA	The Contractor shall participate in the API Governance process, as defined and administered by the Agency. The API Governance process will define processes and adjudicate concerns for items including but not limited to: • Design and definition of solution endpoint API specifications • Revisions to solution endpoint APIs (minor & major) • Deprecation of solution APIs • Definition of data formats and code lists utilized by an API • Dispute resolution for API designs and behavior • Publication of solution API specifications to the Agency's API Registry
Integration Requirements	INT96-GA	The Contractor shall implement solution interfaces with the State's Integration Platform in accordance with technical specifications approved by the Agency.
Integration Requirements	INT97-GA	The Contractor's solution shall support query-based service calls (e.g. request & response) for data entities and associated query parameters as required by the Agency.
Integration Requirements	INT98-GA	The Contractor's solution shall support real-time notifications as required by the Agency including but not limited to: changes to solution's data, transaction events, etc.
Integration Requirements	INT99-GA	The Agency reserves the right to make use of and share with stakeholders at the Agency's discretion, the technical specifications supplied by the Contractor for the solution endpoints exposed to the State's Integration Platform.
Interfaces Requirements	INR01	The Contractor's solution must ensure that all data exchanges including inbound and outbound interfaces shall comply with industry standards (e.g., National Institute of Standards and Technology (NIST), HIPAA-compliance standards, Fast Healthcare Interoperability Resources (FHIR)).
Interfaces Requirements	INR02-GA	The Contractor shall support the exchange of data between the System and the systems with which it interfaces (including intrastate agencies and



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		external entities) to facilitate business functions that meet the requirements of Department policy, and federal and State rules and regulations.
Interfaces Requirements	INR04-GA	The Contractor's solution shall send and receive real-time discrete transactions between modules and the State's integration platform to reduce the need for bulk data transfers.
Interfaces Requirements	INR05	The Contractor's solution shall provide the ability to view raw daily interface files for up to sixty (60) calendar days. Archive raw daily interface files after sixty (60) calendar days and maintain for up to six (6) months.
Interfaces Requirements	INR06	The Contractor's solution shall provide the ability to view raw monthly and quarterly interface files for up to one year (365) calendar days. Archive raw monthly and quarterly interface files for two years (730) calendar days and maintain for up to two (2) years.
Interfaces Requirements	INR07-GA	The Contractor shall document all interfaces in the Agency's Interface Control Document (ICD) format which will include data layout documentation, data mapping crosswalk, inbound/outbound capability and frequency of all interfaces along with how those interfaces are maintained. The Agency will approve finalized interface designs detailed in the ICDs.
Interfaces Requirements	INR08	The Contractor's solution shall include a process and toolset to maintain interfaces, code, and data models.
Interfaces Requirements	INR11	The Contractor shall design, develop and maintain interfaces. Each Application Program Interface (API) and components that will interface with the Systems Integration Services Integration Platform will be documented using a mutually agreed upon ICD template. This effort is performed in collaboration with other stakeholders in the State's healthcare programs enterprise.
Interfaces Requirements	INR12	The Contractor shall ensure proprietary interfaces and protocols between modules are not used.
Interfaces Requirements	INR13-GA	The Contractor shall provide an extract of Agency defined data to the Agency 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.
Interfaces Requirements	INR14-GA	The Contractor's solution shall allow for registration of Non Traditional Providers' (NTP) via the User Interface (UI) (Atypical).



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Interfaces Requirements	INR15-GA	The Contractor shall, as part of the Appeals process, provide any providers who have received a denial of services, denial of payment, or partial payment the opportunity to request a review. The initial review request may be by e-mail, in writing or by telephone.
Interfaces Requirements	INR16-GA	The Contractor shall, as part of the Appeals process, provide the Providers' access to training materials to adequately understand all UR/QA systems, administrative review, and appeal procedures.
Interfaces Requirements	INR17-GA	The Contractor shall provide reference extracts as approved by State accessible thru the UI (User Interface) available to Medicaid providers
Interfaces Requirements	INR19-GA	The Contractor shall provide Providers the ability to obtain any provider letter generated to them. These will be viewable and downloadable for the Providers via the Provider Portal or other designated methods.
Interfaces Requirements	INR20-GA	The Contractor shall provide the ability to receive and process PCP registry data from CMOs.
Interfaces Requirements	INR21-GA	The Contractor's Solution shall accommodate a User Interface response time of two (2) seconds or less per discrete transaction.
Interfaces Requirements	INR22-GA	The Contractor's Solution response time for adding, updating, or deleting Data from operational components shall not exceed three (3) seconds per action.
Key Personnel and Resources Requirements	KR02	The Contractor, and any of its subcontractors, shall work cooperatively with module Contractors and Department staff to ensure the success of the program.
Key Personnel and Resources Requirements	KR03-GA	The Contractor shall assist in the prevention of Project delays and address them when they occur. This includes, but is not limited to, maintaining and making available, at all times, sufficient resources and knowledgeable, experienced Staff to meet the Project schedule.
Key Personnel and Resources Requirements	KR04-GA	The Contractor shall provide sufficient personnel to administer and execute all Project activities, including, but not limited to, approvals, during development, Implementation, and Operations.
Key Personnel and Resources Requirements	KR05-GA	The Contractor shall obtain the Department's approval of Contractor's proposed Key Personnel and resources. The Contractor will identify all Key Personnel positions in a project governance structure and provide the Department with resumes of proposed Key Personnel and resources for review. The Contractor will provide specific descriptions of roles and



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		responsibilities; detailing, by position, the education, experience and other qualifications of each person in a Key Personnel position.
Key Personnel and Resources Requirements	KR06	The Contractor shall provide key personnel that at a minimum include the Project Manager, the Contract Manager, the Testing Lead, Integration Lead and a Certification Lead during the DDI and Certification Phases of the Program. Key personnel shall not hold more than one key role unless otherwise approved by the Department. The Department will review and approve all key personnel.
Key Personnel and Resources Requirements	KR07-GA	Key Personnel described in Contractor's Response shall become named resources on the Project and are subject to the following requirements: a. Key Personnel shall not be transferred or removed without prior written approval of the Department. b. The Department will approve, in writing, Key Personnel assigned to the Contract. c. The Department reserves the right to request removal or reassignment of any Contractor staff or Subcontractor staff assigned to the Project, and the Contractor shall comply with any such request Immediately.
Key Personnel and Resources Requirements	KR08	The Contractor must designate a Project Manager to represent and oversee the day-to-day activities of the project. This individual shall serve as the Department's primary point of contact for matters relating to the project and serve as a liaison for certification, collaborating with other contractors, and stakeholders.
Key Personnel and Resources Requirements	KR09	The Contractor's Project Manager must meet the following qualifications including: a. A minimum of seven (7) years' project management experience managing projects of similar size and scope, preferably in Medicaid or the healthcare industry. This experience must include relevant experience within the last three (3) years from the release date of the RFP. b. Project Management experience should include each phase of the system



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		development life cycle. c. Project management certification through the Project Management Institute (PMI) is preferred.
Key Personnel and Resources Requirements	KR10-GA	The Contractor shall designate an Integration Lead to coordinate with the System Integrator, manage the design, Configuration/build, integration, defect management, and Implementation of the Contractor's scope of work.
Key Personnel and Resources Requirements	KR11	The Contractor's Integration Lead must meet the following qualifications including: a. Minimum of five (5) years leading system design and integration projects, including the technical design and implementation of projects similar in size and scope to this project. b. Experience must involve directing multi-discipline technical teams producing integration solutions (e.g., Service Oriented Architecture, network, hardware and software). c. A Bachelor's Degree in Information Systems Engineering, Computer Science, or a related field is preferred.
Key Personnel and Resources Requirements	KR12	The Contractor must designate a Testing Lead to coordinate all testing activities.
Key Personnel and Resources Requirements	KR13	The Contractor's Testing Lead must meet the following qualifications including: a. Minimum of three (3) years experience leading testing activities for a project similar in size and scope to this project. b. In-depth understanding of the testing lifecycle and all artifacts required to successfully validate the system.
Key Personnel and Resources Requirements	KR14	The Contractor must designate a Contract Manager to be the single point of contact for matters concerning the Contractor's performance under the Contract. This person shall have the authority to make decisions that are



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		binding to the Contract, shall be responsible for timely completion of the project, and shall be responsible for meeting all contractual obligations.
Key Personnel and Resources Requirements	KR15	The Contractor's Contract Manager must have a minimum of five (5) years' contract management experience managing related services with similar budgets, preferably in Medicaid or the healthcare industry and for a project similar in size and scope to this project.
Key Personnel and Resources Requirements	KR16-GA	Both initially (i.e., at the beginning of the Project) and at any time thereafter, Contractor shall submit two (2) references for each of the Key Personnel being proposed for the Project. Each reference should depict relevant and current experience for work completed no more than seven (7) years prior to the date the Key Personnel is proposed to fill (either temporarily or permanently) the position.
Key Personnel and Resources Requirements	KR17-GA	Contractor must, at the request of the Department, demonstrate (to the Department's satisfaction and in a manner demanded by the Department) that it can commit an adequate level of technical and human resources sufficient to complete the Project within the required time frame and to meet the quality requirements outlined in the Contract and RFP. Furthermore, the level of technical and human resources which Contractor agrees to commit to the Project at the time of Contractor's Response or in any other future written documentation mutually agreed to by the Parties must be maintained throughout the life of the Project at a necessary level to complete the scope of work outlined in the Contract and RFP.
Key Personnel and Resources Requirements	KR18-GA	All Contractor Staff shall have sufficient experience appropriate for their role, as well as the credentials necessary to perform the work required. This experience (and any required credentials) shall be shared with the Department.
Key Personnel and Resources Requirements	KR19-GA	The Contractor must supply evidence (written documentation) of a favorable background check for Contractor personnel who are on-site at a Department facility or may reasonably be expected to access sensitive and confidential Data contained in any system accessed during the course of the Contract. The Department reserves the right to require the removal of Staff for disqualifying offenses. Contractor must describe their screening program and



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		process for performing background checks for non-US citizens or Green Card holders (permanent residents).
Key Personnel and Resources Requirements	KR20-GA	The Contractor's Project Manager shall be required to perform all work at the State's designated primary Project location (e.g., city, state), unless approved by the Department, in writing, to work remotely. The Department reserves the right to rescind, at any time, any approval to work remotely.
Key Personnel and Resources Requirements	KR21-GA	The Contractor's Staff shall be available as required by the Department to provide services under this Contract Monday through Friday as early as 7:00 AM Eastern Time ("ET") and as late as 6:00 PM ET.
Key Personnel and Resources Requirements	KR22-GA	For any work performed at a location other than the State's designated primary Project site, the Contractor must identify the specific location (city, state, country), describe the type of work to be performed, and the percent of the total hours for that type of work at that location.
Key Personnel and Resources Requirements	KR23	The Contractor's staff working remotely, must be available to work in the State's primary project location at the Department's' request for functions necessary to support the scope of work (e.g., risk review meetings, root cause analysis sessions, integration planning, release planning, operational readiness reviews, UAT, implementation, and production deployment).
Key Personnel and Resources Requirements	KR24-GA	In the event that Key Personnel resign, are removed, or are terminated, Contractor shall provide the Department with immediate written notice of the vacancy and an action plan for backfilling the position until a fulltime replacement is found and approved by the Department. A Key Personnel position must not be vacant for more than ten (10) calendar days from the date the position becomes vacant and have a permanent fulltime qualified replacement by sixty (60) calendar days from the date the position becomes vacant. A position is considered vacant even with a substitute (i.e., temporary replacement) serving in that role. Contractor may not fill vacant Key Personnel positions with other existing Key Personnel without written approval by the Department. The Department will also have the authority to approve proposed replacements of Key Personnel by the Contractor.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Key Personnel and Resources Requirements	KR25	The Contractor's key personnel and/or management replacement must meet the minimum qualifications for the position. The Contractor shall provide a detailed resume for a proposed key personnel and/or management replacement. Replacements are subject to Department approval prior to any assignment.
Key Personnel and Resources Requirements	KR26-GA	In event of a change in Contractor staffing Contractor shall provide knowledge transfer/training to Contractor staff and keep records of these reported trainings to be furnished upon request by the Department.
Key Personnel and Resources Requirements	KR28	The Contractor must designate a Certification Lead to coordinate all certification activities.
Key Personnel and Resources Requirements	KR29	The Contractor's Certification Lead must meet the following qualifications including: a. Minimum of three (3) years experience certifying systems against industry standards for projects similar in size and scope to this project. b. In-depth understanding of the most current MECT certification lifecycle required to successfully validate the system.
Key Personnel and Resources Requirements	KR30	The Contractor shall provide key personnel that at a minimum includes a Project Manager, Contract Manager and a Technical Manager for the Operations, Maintenance and Configuration phase of the project. Key personnel shall not hold more than one key role unless otherwise approved by the Department. The Contractor must identify other key personnel for the Operations, Maintenance and Configuration phase of the project. The Department will review and approve all key personnel.
Key Personnel and Resources Requirements	KR34-GA	The Contractor's Key Personnel positions may not be vacant for more than ten (10) Business Days without a qualified fulltime substitute (ie., temporary replacement). A qualified fulltime substitute must be in place no more than 10 Business Days after the date the Key Personnel position becomes vacant. The definition of a qualified fulltime substitute is someone meeting the requirements of the RFP and the Contract (including but not limited to meeting the minimum knowledge, skills, and abilities of their predecessor), as well as any other written documentation agreed to by the Parties and is a resource not performing under dual Key Personnel roles. Contractor may not fill vacant Key Personnel positions with other existing Key Personnel without



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		written approval by the Department. The Department will also have the authority to approve proposed replacements of Key Personnel by Contractor.
MITA	MITA01-GA	The vendor shall define and implement an approach for managing project/solution data that adheres to the expectations defined in the Enterprise Data Management Strategy. The approach shall include the management of data-at-rest as well as data-in-motion.
MITA	MITA02-GA	The vendor shall develop, submit and maintain project/solution data models, regardless of the data store technology, that align to the Enterprise Conceptual and Logical Data Model as defined in the Enterprise Data Management Strategy. This shall include but not be limited to data model diagrams, data dictionaries, schemas, etc.
MITA	MITA03-GA	The vendor shall adhere to all applicable reference data standards that have been adopted by the Enterprise. The adherence includes using the adopted enterprise reference data set or submitting a concept map that aligns project/solution reference data values to the corresponding enterprise reference data values as defined in the Enterprise Data Management Strategy.
MITA	MITA04-GA	The vendor shall adhere to all applicable structure data standards that have been adopted by the Enterprise. The adherence includes using the adopted enterprise structure data standard to store/transmit data or submitting a concept map that aligns individual attributes from the project/solution data structures to attributes in the adopted structure data standards as defined in the Enterprise Data Management Strategy.
MITA	MITA05-GA	The vendor shall define, maintain and submit project/solution data architecture models in XMI or a similar format to the enterprise to be added and maintained in the Enterprise Metadata Repository. The data architecture models shall include all applicable required models and model metadata as defined in the Enterprise Data Management Strategy.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

MITA	MITA06-GA	The vendor shall define, maintain, implement and submit data quality rules for their project/solution data that ensure the data quality meets enterprise expectations including those established through T-MSIS. This shall include meeting enterprise expectations for project/solution data accessibility.
MITA	TA-005-GA	The Contractor's solution shall, to the greatest extent possible, be browser-agnostic; compatible with multiple standard browsers without requiring specialized or proprietary plug-ins or applets to function. The solution shall be interoperable among various systems not only to software and hardware, but also to business processes and practices.
Operations, Maintenance, and Configuration Requirements	OMC01	The Contractor shall cooperate, produce, and assist the Department in responding to all law enforcement, federal and State audit and review requests. The Contractor shall provide audit support including, random sample generation, data extracts, hard-copy documents, and provide any requested data or information.
Operations, Maintenance, and Configuration Requirements	OMC02	The Contractor shall support the disaster recovery activities that will provide timely failover and create relevant documented policies and procedures to implement a recovery.
Operations, Maintenance, and Configuration Requirements	OMC03	The Contractor shall conduct an annual test of the Disaster Recovery and Business Continuity Plan and submit the Disaster Recover/Business Continuity Test Report that includes the outcome, corrective action plan, and revisions, if any, to the Department.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Operations, Maintenance, and Configuration Requirements	OMC04	The Contractor shall provide Operations support, Maintenance, and ongoing Configuration of the provided Solution(s) throughout the life of the Contract. This includes providing Operations support as described in the scope of work as well as providing Maintenance and Enhancements to the provided Solution(s). The Contractor will follow project management and system development processes throughout the life of the Contract. The Department defines maintenance for each module as follows: 1. Making configuration updates as requested by the State. Configuration includes changes to table values, parameters, codes, and business logic, including hardcoded business logic. 2. Correcting deficiencies (defects) found in the solution(s) based on detailed requirements described in the scope of work and published design specifications. 3. Correcting deficiencies (defects) found in the solution(s) based on a failure to meet the detailed requirements in completed enhancement, configuration or maintenance requests. 4. Conducting research requested by the State or required to support the Department. For example: a. System behavior and results b. New healthcare initiatives c. Best practices research across states and industry d. Impacts of new State and federal legislation 5. Performing regular maintenance as needed by the State required to support the State's healthcare programs. Examples of maintenance include but are not limited to: a. Performance optimization. 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). 6. Using appropriate testing, configuration, and change control procedures.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		7. Updating system, user, and training documentation and online help to reflect changes that have been made to the solution. 8. Performing the activities above to maintain customizations implemented as part of an approved enhancement. 9. 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.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Operations, Maintenance, and Configuration Requirements	OMC05	The Contractor shall provide a notification web page that displays when the system is unavailable for scheduled maintenance or unscheduled outages.
Operations, Maintenance, and Configuration Requirements	OMC06	The Contractor shall have processes in place to restrict access when inappropriate system access or misuse is detected.
Operations, Maintenance, and Configuration Requirements	OMC07	The Contractor shall test and implement all production ready patches, upgrades, and releases for all software, firmware and operating systems in a timely manner, in coordination with other modules.
Operations, Maintenance, and Configuration Requirements	OMC12-GA	The Contractor shall notify the appropriate user community, as defined by the State, of anticipated or planned system events (e.g., major system changes and system outages), within no less than five (5) Calendar Days of the event occurrence.
Operations, Maintenance, and Configuration Requirements	OMC15-GA	The Contractor shall provide help desk services to provide level 0 (customer self-service) level 1(basic support), level 2 (moderate support) that includes as appropriate, escalation to the State and level 3 (technical/integration) support related to the functionality of the module's scope of work. Level 1 help desk is the first point of contact and is responsible for logging the issue and, if possible, assisting the user.
Operations, Maintenance, and Configuration Requirements	OMC16	The Contractor shall provide online help for external and internal users.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Operations, Maintenance, and Configuration Requirements	OMC17-GA	The Contractor shall provide 3,000 system enhancement pool hours for the duration of the DDI phase of the contract. The cost of these 3,000 system enhancement pool hours are included in the offer'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.
Operations, Maintenance, and Configuration Requirements	OMC18	The Contractor shall notify the Department when updated reference materials (e.g., Requirements Matrices, Manuals, System Documentation, System Design Documentation, User Documentation, Business Rules Catalog, and Training Materials) are available for review.
Operations, Maintenance, and Configuration Requirements	OMC19	The Contractor shall provide 24x7 access to the Department for all reference materials (e.g., Requirements Matrices, Manuals, System Documentation, System Design Documentation, User Documentation, Business Rules Catalog, and Training Materials).



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Operations, Maintenance, and Configuration Requirements	OMC21-GA	The Contractor will provide 1,000 system enhancement pool hours during the Operations phase per operations year. The cost of these annual 1,000 system enhancement pool hours are included in the Offer'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.
Operations, Maintenance, and Configuration Requirements	OMC26-GA	The Contractor shall agree that authorized federal, State, and Department representatives shall have access to and the right to examine pertinent books, documents, papers and records of the Contractor involving transactions related to the Contract during the seven (7) year post-contract period or until resolution. During the Contract period, access to these items must be provided at the Contractor's office. During the seven (7) year post-contract period, delivery of and access to the listed items must be at no cost to Department.
Operations, Maintenance, and Configuration Requirements	OMC27-GA	Contractor's system shall support a range of analysis actions pertaining to provider enrollment data and activities. (These include program planning, forecasting, program assessment, contractor performance, statistical analysis, within time ranges specified in the APD and/or RFP, and other functions as described in the APD and/or RFP), if applicable.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Operations, Maintenance, and Configuration Requirements	OMC28-GA	The Contractor's solution shall capture, log, maintain and supply upon request to the Agency metadata for all transactions and service calls between the solution and the State's Integration Platform. Metadata shall include but is not limited to, enterprise-supplied transaction IDs, transaction success/failure status, and other information as defined by the Agency. The Contractor shall support tracking and debugging of transactions as required.
Operations, Maintenance, and Configuration Requirements	OMC29-GA	The Contractor's solution shall support the ability to monitor, record and automatically report to the Integration Platform and other entities as designated by the State the system health, performance and utilization of resources within the Contractor's solution.
Operations, Maintenance, and Configuration Requirements	OMC30-GA	The Contractor shall log system activity providing an audit trail for each transaction on the screen identifying who made the change, what change was made, date/time the change was made, why the change was made and provide a record of the data prior to the time the change was made. Audit trails must be available for batch updates as defined by DCH. Each time an entry in a master file table is changed, added or deleted, the Contractor's solution should automatically create an entry in an audit history file table providing the before image, date, time and user logon ID of the user/entity making the change. These audit trails shall be available online and shall, additionally, for seven years, be maintained online and subsequently archived.
Operations, Maintenance, and Configuration Requirements	OMC31-GA	The Contractor's solution shall ensure that all unnecessarily default system and Application login accounts are removed or disabled within the proposed technology platform.
Operations, Maintenance, and Configuration Requirements	OMC32-GA	The Contractor's solution shall implement the appropriate infrastructure protection measures in order to protect Agency data. This includes Network/Host Intrusion Prevention, Firewalls, Proxies, Anti-Malware Detection and Prevention, etc.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Operations, Maintenance, and Configuration Requirements	OMC33-GA	The 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 the Contractor.
Other	OTH01-GA	The Contractor shall ensure that the same fields are utilized for legacy and new Provider record/file data (i.e. Provider number is queried - legacy data and new data result within the same data field for reporting purposes.).
Other	OTH02-GA	The Contractor shall notify the Department of any: a. Emergency Deficiencies, as defined by the Department, causing severe financial or productivity impacts, including Module Downtime. The Contractor shall provide notification of and the plan for the resolution of Emergency Deficiencies to the Department as described in the Service Level Agreement #SLA40. b. Major Deficiencies, as defined by the Department, causing serious disruption to Operations and Services, as defined by the Department, where there is no alternative or work around. The Contractor shall provide notification of and the plan for the resolution of Major Deficiencies to the Department as described in the Service Level Agreement #SLA41. c. Moderate Deficiencies, as defined by the Department, that affect a small number of users, causes inconvenience, or delays business or prevents use of a fully supported Service. The Contractor shall provide notification of and the plan for the resolution of Moderate Deficiencies to the Department as described in the Service Level Agreement #SLA42.
Other	OTH06-GA	The Contractor's staff shall ensure that provider credentialing duties are completed no longer than fifty-one (51) days. The Contractor shall generate a 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. The report will be provided to the Agency, weekly. The Agency will perform monitoring for timeliness and accuracy of completed tasks.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Other	OTH07-GA	The Contractor shall ensure all positions that are designated as Non-Key Personnel shall not remain vacant for more than forty-five (45) calendar days. The Contractor shall notify the Agency when positions are vacated, subsequently filled by a qualified replacement, and finally filled by qualified permanent staff, as it relates to the project. Any replacement staff must meet the minimum knowledge, skills, and abilities of their predecessor.
Other	OTH08-GA	The Contractor's solution shall prevent any user or system administrator from having a shared account.
Other	OTH09-GA	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 of Contract Execution, 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.
Other	OTH10-GA	The Contractor's Solution performance monitoring dashboard must be Available 99.5% of the time, 24 hours a day, seven (7) days a week, excluding Department approved Scheduled Downtime and times established in the Maintenance Window.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Other	OTH11-GA	Contractor shall work cooperatively with all other contractors and offer timely support in integrating Solutions within the State's healthcare programs enterprise. Timely support shall include: (i) scheduling a meeting within five (5) Business Days; (ii) reviewing all applicable documentation within five (5) Business Days; and (iii) scheduling of testing within five (5) Business Days. Furthermore, Contract shall ensure the appropriate Contractor Staff is engaged in providing such support. The Five (5) Business Days' period begins on the day a support request is made by the Department or another contractor.
Performance Requirements	PRFM01	The Contractor shall develop a method for maintaining performance compliance with Service Level Agreements (SLA).
Performance Requirements	PRFM04	The Contractor shall record and monitor the performance and utilization of resources within the overall system and meet Service Level Agreements and integrate tools for monitoring system and component performance and create the necessary reports or supply a dashboard to support SLAs.
Performance Requirements	PRFM05-GA	The Contractor's solution shall track performance measures for each SLA requirement using predefined and ad hoc reporting methods.
Performance Requirements	PRFM06-GA	The Contractor shall notify the Department of any Emergency Deficiencies, as defined in the Contract, within one (1) hour of the Deficiency occurring or within thirty (30) minutes of Contractor becoming aware of the Deficiency, whichever is earlier. Contractor shall submit its plan for resolution, which meets the requirements of the Contract, within four (4) hours of the notification of the Deficiency to the Department and resolve the Deficiency within 24 hours of obtaining written approval from the Department of the plan for resolution.
Program Management Requirements	PROG02-GA	The Contractor's solution shall have Monitoring and Oversight detailed processes in place for: A) regularly reviewing staff performance B) conducting internal audit to confirm compliance C) ongoing monitoring and oversight of subcontractors (that support of this Contract)
Program Management Requirements	PROG03-GA	The Contractor's solution shall have Monitoring and Oversight detailed processes and submit its processes to the Department for review and approval.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Program Management Requirements	PROG04-GA	The Contractor shall comply with the State's (DCH) monitoring and oversight activities. The Department has the right to audit the Contractor at any point in time over the life of the Contract, to request additional reporting as needed, as well as to conduct onsite visits. The Department may employ a third party vendor to conduct monitoring of the Contractor, and the Contractor shall respond to, and collaborate with, that vendor as requested
Program Management Requirements	PROG05-GA	The Contractor shall submit within thirty (30) Calendar Days of the contract execution, a Confidentiality Plan. This plan shall: A) document how the Contractor will maintain the confidentiality, security and integrity of information gathered in the Credentialing and Re-credentialing processes; B) apply confidentiality and security policies to both paper and electronic files in accordance with standards established by NCQA and any applicable state and federal regulatory agencies; and C) maintain that Credentialing and Re-credentialing information shall not be used for any purposes other than review by Credentialing entities of the professional background, competency and qualifications of healthcare Providers.
Program Management Requirements	PROG06-GA	The Contractor shall maintain a process to restore archived profiles and supporting documentation should the need arise.
Program Management Requirements	PROG07-GA	The Contractor shall submit implementation specific, ongoing and ad hoc reports to the Department and to the State's (DCH) Sister Agencies upon request and within timeframes agreed to by the Department and the Contractor. Such reports shall be consistent with and follow the format of established Department reporting mechanisms, including the ability for the Department to electronically access reports directly through the Contractor's solution.
Program Management Requirements	PROG08-GA	The Contractor shall also identify reports in addition to the reports in this RFP. For any identified report, the Contractor shall submit reporting templates and data definitions, to the Department for review and approval within ninety (90) Calendar Days of the Contract Effective Date. The Contractor shall modify those reports to include any additional types of information as requested by Department.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Program Management Requirements	PROG09-GA	The Contractor's solution shall support Public Reporting. The Department may periodically publish information about the Program. The Department will provide the Supplier with information about the data the Department would like to publish, and the Supplier shall produce all reports that the Department elects to publish. The Contractor will provide a statement with a request for 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 Supplier shall not publish reports on its website or any other forum without prior consent from the Department.
Program Management Requirements	PROG11-GA	The Contractor's solution shall support all Medicaid and Peachcare for Kids programs.
Program Management Requirements	PROG13-GA	The Contractor's solution shall support the Medicaid/CHIP Provider fingerprint-based criminal background checks processes.
Program Management Requirements	PROG14-GA	The Contractor's solution shall support the publication of the FFS Provider Directory.
Program Management Requirements	PROG16-GA	The Contractor's solution shall support EPLS Monthly Database Checks.
Program Management Requirements	PROG18-GA	The Contractor's solution shall add new data elements and fields to the Provider database upon request.
Program Management Requirements	PROG19-GA	The Contractor's solution shall delete extraneous records (e.g. duplicate Provider records that have the same provider address, suite numbers, applicable tax ID number, NPI, COS, specialty, etc.) as specified by the Agency (DCH) in a timely manner.
Program Management Requirements	PROG20-GA	The Contractor's solution shall have multiple Provider hold/review conditions active simultaneously.
Program Management Requirements	PROG21-GA	The Contractor's solution shall inquire and view Providers' geographical information including driving directions and mileage.
Program Management Requirements	PROG22-GA	The Contractor's solution shall specify data concerning Provider's utilization reviews including procedure, revenue, diagnosis, DRG, COS or other codes that should post exceptions to Providers' claims.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Program Management Requirements	PROG23-GA	The Contractor's solution shall suppress the display of records marked for deletion.
Program Management Requirements	PROG24-GA	The Contractor's solution shall allow notes to be posted to Provider records using online notes capability.
Program Management Requirements	PROG25-GA	The Contractor's solution shall ensure that online transaction logs are maintained on all Provider related files with the dates, time, and fields changed. This audit trail must include date/time stamp and person performing the action. Transaction logs must be indexed for efficient searches.
Program Management Requirements	PROG26-GA	The Contractor's solution shall generate data extracts from the Provider upon request.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Program Management Requirements	PROG27-GA	The Contractor's solution shall maintain a Provider database that contains the minimum data set prescribed by Part 1 of the State Medicaid Manual, including, but not limited to the following data elements: A) Provider name B) Corporate name C) Provider type D) Addresses and type of address, including location(s), payee and mailing addresses. Address format should conform to postal regulations and allow for zip plus 4 digit codes. E) Email and WEB addresses F) Phone numbers and type of phone number, including fax number G) Contact persons and their files H) Service locations I) Payee TIN information-FEIN or social security number J) Application and enrollment dates K) Enrollment status L) Qualifications (e.g., current licenses held, Board Certifications, and specialties) M) Services offered, by service location N) Affiliations with multiple groups, clinics, hospitals, DMOs, CMOS or other organizations O) Designated Payees P) Service coverage areas Q) Provider specific rates R) Taxonomy S) Information on contracts or agreements specific to the Provider T) Languages spoken at each service site U) Primary language spoken and understood by the Provider V) TDD/TTY capabilities for hearing impaired W) Name of billing agent X) Name of owner(s) of enrolled entity Y) Social security number of Provider or owner(s) Z) Date of birth of Provider or owner(s) of entity - AA) Georgia Better Health Care (PCP) program number



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		BB) Provider status code CC) Enrollment status code DD) Suspense flag EE) Tax Exempt status FF) Review and Sanction data GG) NPI



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Program Management Requirements	PROG28-GA	The Contractor's solution shall maintain a Provider database that utilizes sophisticated editing to guarantee data integrity and accuracy through the application of user-declined edits for presence and valid field values.
Program Management Requirements	PROG29-GA	The Contractor's solution shall maintain a Provider database that will accept group Provider numbers and relate and cross-reference individual Providers to their groups. Examples of affiliation types are: Group, Georgia Better Health Care (GBHC), Care Management Organizations (CMO), Disease State Management (DSM), Association, Attending, Payee, Denied/Duplicate, and New Owner.
Program Management Requirements	PROG30-GA	The Contractor's solution shall maintain a Provider database that will accommodate all of the Providers in the Georgia Medical Assistance Plans (GMAP) network and other networks. In addition, the solution shall support provider outreach.
Program Management Requirements	PROG31-GA	The Contractor's solution shall maintain a Provider database that will allow current and historical information that includes multiple names, addresses, telephone numbers, email and web addresses for a Provider.
Program Management Requirements	PROG32-GA	The Contractor's solution shall maintain a Provider database that will have the ability to do, but not limited to, lock in or lock out Providers to specific diagnosis codes, procedure codes and modifiers, member, age, or by provider type(s) or otherwise directed by the State.
Program Management Requirements	PROG33-GA	The Contractor's solution shall maintain a Provider database that will identify the out-of-state Providers.
Program Management Requirements	PROG34-GA	The Contractor's solution shall maintain a Provider database that will track number of beds and level of care for institutional facilities.
Program Management Requirements	PROG35-GA	The Contractor's solution shall maintain a Provider numbering system with unique numbers and appropriate correlations to National Provider Identifier (NPI), Universal Provider Identifier (UPIN), Georgia Medical Assistance Plans (GMAP), Service Locations and other Provider identifiers from other systems necessary for the proper editing and processing of claims.
Program Management Requirements	PROG36-GA	The Contractor's solution shall maintain and automatically enforce consistent Provider naming conventions to differentiate between first names, last names, DBA and business or corporate names, and to allow flexible searches based on the Provider name.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Program Management Requirements	PROG38-GA	The Contractor's solution shall maintain Provider associate information, such as owner(s) name(s), phone numbers, email address, EFT signer, financial custodian, etc. Fields must have related begin, end, and update dates.
Program Management Requirements	PROG39-GA	The Contractor's solution shall maintain Provider history that will record changes to all provider-maintained data such as licenses, names, locations, or actions. All changes must be marked with begin and end dates.
Program Management Requirements	PROG40-GA	The Contractor's solution shall provide access to on-line procedures, general instructions, claims resolution examples, and sample responses to assist inquiries, including updates regarding current system problems and in-process corrections and modifications. A) Provide data entry fields to identify multiple practice locations of a single Provider to allow remittances to be sent to Provider designated locations, subject to state policies; and B) Provide data entry fields to record all information necessary to manage business processes described in this RFP, including information on CMO and Managed Care Providers, billing agents, HIPAA-compliant clearinghouses, and all trading partners.
Program Management Requirements	PROG42-GA	The Contractor's solution shall provide for tracking and logging of all maintenance and inquiry activities.
Program Management Requirements	PROG43-GA	The Contractor's solution shall provide maintenance capabilities to Contractor and State staff to set new Provider Categories of Service, modify requirements for each Provider Category of Service, set and modify enrollment steps, set and modify Provider enrollment workflow.
Program Management Requirements	PROG44-GA	The Contractor's solution shall provide on-line inquiry and real time update capability (e.g., add, change, delete) to the Provider database for authorized users.
Program Management Requirements	PROG45-GA	The Contractor's solution must maintain comprehensive current and historical information about all Providers including medical and non-medical Providers. The Contractor's solution shall facilitate the maintenance of and access to critical Provider information through extensive online, real-time inquiry and update capabilities along with a number of automated interfaces. The Contractor's solution must maintain comprehensive information on all Provider applicants and Georgia Medicaid Providers, including billing agents and any other trading partners. The solution shall contain types of service



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		information for Providers, allow for the relationship of Providers, Provider groups, and persons with ownership or management interest to be recorded and tracked. It must also have the capability to place restrictions on Provider claims payments.
Program Management Requirements	PROG46-GA	The Contractor's solution shall upload and apply changes to the Provider database from multiple external sources based on user specifications. Examples of sources are: Provider organizations, State of Georgia, CMO, CMS, CLIA OSCAR file, Licensure and certification files.
Program Management Requirements	PROG47-GA	The Contractor shall provide the ability to capture termination information (via any form of communication) when a waiver Provider voluntarily terminates or a Provider agreement is cancelled.
Program Management Requirements	PROG48-GA	The Contractor's solution shall provide a process to track the sending of state-furnished information to enrolled providers.
Program Management Requirements	PROG49-GA	The Contractor's solution shall provide the ability to flag and route records for action if multiple internal state-assigned provider numbers are associated with a single provider.
Program Management Requirements	PROG51-GA	The Contractor shall provide a solution that will generate notices to providers of expiring Medicaid agreements and/or state licenses.
Program Management Requirements	PROG52-GA	The Contractor's solution shall support the import and storage of Providers' and any of their required employees' fingerprint statuses.
Program Management Requirements	PROG53-GA	The Contractor shall ensure Provider adherence to clinically approved guidelines against episodes of care to identify instances of treatment inconsistent with guidelines established by the State, NCQA, or CMS ACA guidelines.
Program Management Requirements	PROG54-GA	The Contractor's solution shall provide a process that automatically identifies exceptions to norms of practice established by the agency for any type of Provider covered by the State plan.
Program Management Requirements	PROG56-GA	The Contractor's solution shall provide a process that displays all data by National Provider Identifier (NPI) or by a subset of the Provider's practice.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Program Management Requirements	PROG58-GA	The Contractor's solution shall provide the ability to track and report convictions and findings of patient abuse, and adverse findings
Program Management Requirements	PROG64-GA	The Contractor's solution shall coordinate and produce Provider handbooks, publications and other Provider communications: A) Maintain all publications in electronic files and make available on the Web portal all Provider bulletins, reports, manuals, notices and other publications B) User Interface (UI) must easily facilitate the maintenance of online documentation as defined by the Agency (DCH) C) Maintain version history of all bulletins, notices, forms and handbooks D) Maintain updated State letterhead and electronic signatures of State officials who sign computer generated letters
Program Management Requirements	PROG65-GA	For newly enrolled Providers, the Contractor's solution shall provide for the initial training to be performed online with follow-up on-site training by a Provider representative. Provide an online tutorial that Providers can access at their convenience, and track and report when newly enrolled Providers complete the initial training tutorial utilizing reports within the Agency (DCH)-specified time period. Allow current Providers to access online tutorial for refresher training. Provider can also opt to request a visit from a field representative as part of on-line electronic Training.
Program Management Requirements	PROG66-GA	The Contractor's solution shall generate Provider mailings via multiple communications channels such as e-mail, web portal inbox, USPS, or fax.
Program Management Requirements	PROG67-GA	The Contractor's solution shall provide on-line access training schedules and meeting information through the User Interface (UI).
Program Management Requirements	PROG69-GA	The Contractor's solution shall provide the ability to send Providers alert messages by Provider Category of Service, Provider type, or other groupings of Providers utilizing multiple media, including email.
Program Management Requirements	PROG70-GA	The Contractor's solution shall provide support for the Agency (DCH)'s Provider surveys, including printing survey forms, selecting Providers, distributing surveys, and assisting in the analysis of survey results and summarizing results.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Program Management Requirements	PROG71-GA	The Contractor's solution shall track all inquiries, applications, requests for assistance, and requests for changes and, at a minimum, document the following: A) Initial contact date B) Contact source C) Actions taken by the Contractor D) Resolution of the issues
Program Management Requirements	PROG72-GA	The Contractor's solution shall track and report all Provider on-site training and subsequent visits.
Program Management Requirements	PROG74-GA	The Contractor's solution shall utilize Customer Relationship Management (CRM) to systematically manage Provider relationships by capturing data to anticipate/forecast the Provider enrollment and training needs, incorporating learned information about the Provider and generating individualized responses.
Program Management Requirements	PROG75-GA	The Contractor's solution shall generate user-specified correspondence to all or selected Providers with ability to add free form text specific to a Provider. All mailings will utilize economical postage as specified by the Agency (DCH).
Program Management Requirements	PROG76-GA	The Contractor's solution shall generate mailings to Providers on user-defined criteria or by specified data fields.
Program Management Requirements	PROG77-GA	The Contractor's provider support business process must maintain efficient communications with Provider applicants and Providers enrolled in the Medicaid/SCHIP program, including training on Medicaid's and Peach Care for Kids policies and procedures, changes to policy, notification of system issues and to answer inquiries received from Providers.
Program Management Requirements	PSV01	The Contractor shall conduct pre- and post-enrollment onsite screening of moderate and high risk providers according to Agency onsite screening protocols and federal onsite screening regulations, including at a minimum: -Conducting the initial assessment to verify the facility location, hours and personnel; -Verifying operational status; and -Confirming final determination of provider enrollment status.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Project Closeout and Turnover Requirements	PTO01	The Contractor shall provide a turnover approach and the services required for the transition of operations, services and module components.
Project Closeout and Turnover Requirements	PTO02-GA	Within forty-five (45) Calendar Days from Contract execution and at least six (6) months prior to the final Contract year (including option years that have been exercised) and at least six (6) months prior to the end of any contract renewal/extension(s), the Contractor shall (in addition to any other requirements in the Contract, the RFP, and Contractor's Response) provide the Department, at minimum, the following: a. An updated written Turnover/Transition plan. b. Complete and update System and User Documentation. c. Statement of the resources that would be required by the Department or another contractor to fully take over solution, technical, and business functions outlined in the Contract, the RFP, Contractor's Proposal or other written documentation mutually agreed to by the Parties. This includes quantity and types of resources and volume of tasks to support the scope of work. d. Operational tasks and procedures as necessary to support ongoing operations of the Solution. e. Lessons learned report. f. List of incomplete tasks, such as System defects (including Deficiencies), modifications or Enhancements, mass adjustments, reference updates, and Configuration requests. g. A detailed description of the services that would be required by another contractor/vendor to fully take over system, technical, and business functions outlined in the Contract, the RFP, Contractor's Proposal or other written documentation mutually agreed to by the Parties. The Department reserves the right to request this information at any time throughout the Contract.
Project Closeout and Turnover Requirements	PTO03-GA	The Contractor shall provide a Monthly Turnover Report reflecting transition activities during the turnover period.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Project Closeout and Turnover Requirements	PTO04	The Contractor shall provide operational procedures that describe how maintenance is performed for the solution.
Project Closeout and Turnover Requirements	PTO05-GA	The Contractor shall cooperate with the successor contractor while providing all required turnover services. This will include meeting with the successor contractor and devising work schedules that are agreeable to both the Department and the successor contractor. Contractor agrees that it will not engage in any behavior or inaction that prevents or hinders the successor contractor's and Department's work related thereto.
Project Closeout and Turnover Requirements	PTO06	The Contractor must transfer solution and services documentation and all data requested by the State to the State.
Project Closeout and Turnover Requirements	PTO07-GA	The Contractor shall deliver a Turnover/Transition Checklist that documents completion of each of the steps listed in the Turnover/Transition Plan.
Project Management Requirements	PMT01-GA	Contractor's Solution shall ensure access (including providing licenses) 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. The Contractor's Solution shall include a concurrent user tracker with alerts and notifications for failed and/or failing performance.
Project Management Requirements	PMT02-GA	The Contractor shall support the Department in all program governance activities as necessary which may include participation in steering committees and other oversight entities.
Project Management Requirements	PMT03-GA	The Contractor shall be responsible for the capture and dissemination to the Department of agendas, meeting minutes and documentation necessary for successful execution of the Contract and subsequent renewals. The Contractor shall also deliver meeting agendas to invitees at least 24 clock hours before the start of a scheduled meeting. Scheduled meetings include any reoccurring project meetings (including weekly status meetings), meetings identified in the Work Plan or any meeting requested by the Department with at least 48 clock hours' written notice. Such meetings may be conducted in-person, by telephone conference call, videoconference, and/or web conference in the Department's sole discretion. The Contractor



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		shall deliver meeting minutes to meeting attendees (as well as original meeting invitees) within two Business Days of all scheduled meeting.
Project Management Requirements	PMT04	The Contractor shall participate in necessary meetings with the stakeholders and/or other Contractors.
Project Management Requirements	PMT05	The Contractor shall provide deliverables or documentation as defined in the Project Work Plan (PWP) and approved by the Department.
Project Management Requirements	PMT06-GA	The Contractor shall submit for Department review and approval all prototypes, screen designs, architecture designs, project work plans (PWPs), requirements documents, training materials and Deliverables in accordance with the terms and conditions of the Contract and/or other written documentation as mutually agreed in writing between Contractor and the Department.
Project Management Requirements	PMT08	The Contractor shall support the State and its Contractor(s) in Independent Verification and Validation (IV&V) activities associated with the contract including CMS Certification(s).
Project Management Requirements	PMT09-GA	The Contractor shall conduct a Status Meeting no less than once a month and/or as required by the Department to discuss Project tasks and activities (e.g., Deliverables, milestones, issues, risks, and SLAs).
Project Management Requirements	PMT10-GA	The Contractor shall conduct Project meetings no less than once a week and/or as required by the Department to discuss issues, risks, progress of current projects, Solution changes, resource changes, and other areas specific to the scope of work.
Project Management Requirements	PMT11-GA	The Contractor must employ a project management approach that will satisfy the scope of work and incorporate all activities described in the RFP. The Contractor shall adjust the project management approach or Project schedules, as necessary, to collaborate with the module vendors, System Integrator, and other stakeholders while configuring the system to Department's requirements.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Project Management Requirements	PMT12	The Contractor shall conduct a project initiation kick-off meeting with key stakeholders and the State's project team.
Project Management Requirements	PMT13	The Contractor shall implement procedures and tools for tracking project action items, decisions, issues, risks and defects.
Project Management Requirements	PMT14-GA	The Contractor shall upload and store Project documents and Deliverables in an electronic document repository provided by the State. Each submitted version of the Project documents and Deliverables should be versioned and each should be maintained on the repository.
Project Management Requirements	PMT15	The Contractor shall establish and utilize a deliverable review and acceptance process agreed upon by the Department that incorporates the following: a. Review cycles, which will be conducted and scaled to the size and complexity of the deliverables. b. Deliverables will need to reflect coordination with the overall modular program and will follow agreed upon change control processes. c. Informal reviews and walkthroughs of draft and final deliverables are encouraged. d. Queuing up excessive deliverables for simultaneous review is unacceptable to the Department.
Project Management Requirements	PMT16	The Contractor shall provide deliverables that at a minimum meet the following quality standards: a. Provide accurate and comprehensive content, reflecting the specific requirements for the deliverable. b. Ensure appropriate technical level for the audience. c. Utilize correct grammar, spelling, and versioning. d. Ensure diagrams are clear, concise, and value added. e. Follow industry-related standards. f. Appropriately define and reference information.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Project Management Requirements	PMT17-GA	The Contractor shall submit a monthly status report in a format approved by the Department and by a date approved by the Department. The monthly status report must contain, at a minimum: a. A complete set of updated and current output from the Project Work Plan along with a copy of the corresponding Project schedule files in electronic version. b. A description of the overall completion status of the Project including schedule variations that report the earned value of the work completed, the planned value of the work completed, and the variance. c. Planned tasks and activities for the next month. d. The Deliverable status, with percentage of completion and time ahead or behind schedule for particular tasks. e. Identification of any staffing issues or changes in the Resource Allocation Matrix. f. An updated status on all issues being monitored. g. An updated status on all risks being monitored. h. Provide metrics necessary to support the State CIO's Legislative Finance Committee ("LFC") reporting requirements. i. Provide testing status and metrics. j. Provide System Enhancement hourly pool total hours used and total hours remaining. k. An updated status on all SLA being monitored. l. Status Report must provide a three-month look-ahead of actions, decisions, or responsibilities Contractor will expect/need from the Department.
Project Management Requirements	PMT18	The Contractor shall develop and maintain a Project Management Plan (PMP): The purpose of the Project Management Plan is to provide a comprehensive baseline of what needs to be achieved by the project, how it is to be achieved, who will be involved, how it will be reported and measured and how information will be communicated with the project. It will serve as a reference for decision and clarifications. All relevant project plans including but not limited to the Communication Plan, Change Management Plan, Staffing Management Plan, Quality Management Plan, Risk Management Plan, Issue Management Plan and the Work Breakdown Structure are incorporated into the Project Management Plan. It is a living document that evolves as the project progresses and is updated with the latest relevant



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		information as required. The Project Management Plan may be broken into separate documents, but all documents will be considered sections of the Project Management Plan.
Project Management Requirements	PMT19-GA	The Contractor shall develop and maintain a detailed Project Work Plan ("PWP") and a Gantt Chart (in a format approved by the Department) that is aligned with the scope of the work outlined in the Contract, the RFP, Contractor's Response, and any other written documentation as mutually agreed in writing between Contractor and the Department. The PWP must identify realistic individual Staff hours of effort for each task and identify planned completion dates for all Deliverables and milestones. Additionally, the PWP must include the elements necessary for the Integrated Master Schedule ("IMS") include: start and end dates of major Phases, key Project milestones, integration points, cross module dependencies, and sufficient information to support the State Chief Information Officer's ("CIO's") Legislative Finance Committee ("LFC") reporting requirements. The PWP must be continually refined and updated as the Project progresses and will retain the baseline for comparative reporting. Contractor shall perform version control (i.e., keeping a track of modifications made to the PWP and Gantt Chart) and allow Users to view all prior versions of the PWP and Gantt Chart.
Project Management Requirements	PMT20	The State must approve system enhancements including both the design and level of effort prior to start of development or configuration.
Project Management Requirements	PMT21-GA	The Contractor shall coordinate with the Department and with the module vendors and other stakeholders.
Project Management Requirements	PMT25-GA	An Integrated Master Schedule (IMS) will be developed by the Department which incorporates project schedules from each module vendor and other stakeholders. Contractor's Project Plan should be created which conforms with the Department's Project Plan Guidelines.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Project Management Requirements	PMT27	The Contractor shall coordinate module deliverable and milestone walkthroughs and participate in other module walkthroughs as required by the Department.
Project Management Requirements	PMT29-GA	The Contractor shall submit a monthly System Enhancement Pool report in a format approved by the Department and by a date approved by the Department. The System Enhancement Pool report shall detail tickets invoiced to the hourly pool and must include hours used and hours remaining for the Department's approval.
Project Management Requirements	PMT31	The Contractor shall cooperate with the State's PMO and the IV&V contractor to give an accurate, honest reporting of the project status.
Project Management Requirements	PMT32	The Contractor shall contribute to the State's and/or the Systems Integration Services collaboration site, technical and non-technical project artifacts for the Contractor's module or module components including requirements, use cases, user stories, storyboards, system design documents, supplemental specifications, test cases, test scripts, test results, user, system and training documentation at the State's direction.
Project Management Requirements	PMT36-GA	The Contractor shall develop and maintain a detailed Project Work Plan ("PWP") and a Gantt Chart (in a format approved by the Department) that is aligned with the scope of the work outlined in the Contract, the RFP, Contractor's Response, and any other written documentation as mutually agreed in writing between Contractor and the Department. The PWP must identify detailed Project tasks, realistic individual Staff hours for each task, the sequence of tasks and activities including duration necessary to meet Deliverable and milestone dates for each Phase, estimated baseline start and completion dates, actual start and completion dates, the critical path(s), resources (by name or by resource type if not known), dependencies, permanent tracking number for each task, completion percentages, and Phase-level milestones. The dates and hours in the approved PWP form the Project baseline. Once established, the baseline will only be modified with approval from the State in writing. Additionally, the PWP must be continually refined and updated as the Project progresses and will retain the baseline for comparative reporting. From the approved Work Plan, the Contractor must calculate the required information necessary to meet the Department's reporting requirements which include: the work percent complete, Schedule Performance Index ("SPI"), Cost Performance Index ("CPI"), earned value,



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		planned value, schedule variance, planned amount paid, actual amount paid, and cost variance. Contractor shall perform version control (i.e., keeping a track of modifications made to the PWP and Gantt Chart) and allow Users to view all prior versions of the PWP and Gantt Chart.
Project Management Requirements	PMT37-GA	The Contractor's Implementation Plan shall detail due dates for completion of tasks and interdependencies between activities and shall identify responsible parties. The Contractor shall include, at a minimum, the following reporting elements for each activity in the Implementation Phase in the Implementation Plan: a. Activity Name and description b. Responsible party for overseeing the activity through to completion c. Status of the activity as of the week the Supplier submits the Status Report d. Estimated number of additional hours needed to complete the activity e. Estimated date of completion for the activity f. Any associated comments or resolution description for the activity g. All identified risks and mitigation strategies for the activity
Project Management Requirements	PMT38-GA	The Contractor shall utilize and adhere to industry standards for project management knowledge areas and process groups outlined within the latest edition of Project Management Institute's ("PMI") <i>A Guide to the Project Management Body of Knowledge (PMBOK® Guide)</i> and follow a Project Management Life Cycle (PMLC) throughout the life of the Contract.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Project Management Requirements	PMT39-GA	The Contractor shall manage all aspects of the Contract that affect price, schedule, performance (scope and quality), risk/issues/opportunities, and applicable resources. Contractor shall provide transparency into its management plans and execution. The Department expects an approach such that "if the Contractor sees it, the Department sees it" to minimize asymmetric understanding of the Contract status.
Project Management Requirements	PMT40-GA	The Contractor shall utilize and adhere to industry standards for project management knowledge areas and process groups outlined within the latest edition of Project Management Institute's ("PMI") <i>A Guide to the Project Management Body of Knowledge (PMBOK® Guide)</i> and follow a Project Management Life Cycle (PMLC) throughout the life of the Contract.
Provider Enrollment Requirements	ENR01	The Contractor's solution shall provide a unique submitter number for each billing service or submitter that transmits HIPAA X12 transactions with the State for single or multiple providers.
Provider Enrollment Requirements	ENR02	The Contractor's solution shall receive provider applications through a web based provider self-service tool and on paper (via the Business Operations Center). The solution shall allow for the enrollment, re-enrollment, termination, recertification, or revalidation of providers and provide real-time notification to the providers of the receipt of the enrollment application.
Provider Enrollment Requirements	ENR03	The Contractor's solution shall use automated screening and monitoring processes and tools to verify provider enrollment and eligibility based on Federal requirements contained in 42 CFR 455.436 (e.g., CMS data matching for provider screening and monitoring, Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the Excluded Parties List System (EPLS)).
Provider Enrollment Requirements	ENR04	The Contractor's solution shall allow entities enrolling as trading partners with the State's healthcare programs to select the HIPAA X12 transactions they choose to submit and receive.
Provider Enrollment Requirements	ENR05	The Contractor's solution shall assign a unique provider ID for all providers including atypical providers, for use in transactions with the enterprise.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Provider Enrollment Requirements	ENR06-GA	The Contractor's solution shall prompt users in the event of data entry errors, missing data or inconsistencies in the provider enrollment, maintenance, revalidation, credentialing and re-credentialing processes.
Provider Enrollment Requirements	ENR07-GA	The Contractor's solution shall allow enrolling providers to enroll in one or more program types (e.g., Care Management, waiver, CHIP, Standard Medicaid) using a single enrollment event.
Provider Enrollment Requirements	ENR08	The Contractor's solution shall have configurable business rules to suspend or restrict the enrollment of providers, trading partners or clinics affiliated with individuals debarred by State or Federal agencies, listed in Registries (e.g., Child Abuse, Elder/Adult Abuse, Sex Offender), or do not meet requirements specified by the State.
Provider Enrollment Requirements	ENR09	For enrolling and actively enrolled providers electing to participate in specific programs, the Contractor's solution shall collect and maintain the supporting data (e.g., geographic locations, number of preferred assigned members, and capacity to accept additional members), present the program agreement/contract for review, and acceptance (i.e., digital signature).
Provider Enrollment Requirements	ENR10-GA	The Contractor's solution shall be configurable to allow or prevent provider enrollment based on provider characteristics, type and/or contract (COS).
Provider Enrollment Requirements	ENR11-GA	The Contractor's solution shall prevent the creation of duplicate records during enrollment application submission. The Contractor's solution shall provide a list of potential duplicate providers during the enrollment process for examination by the Agency.
Provider Enrollment Requirements	ENR12-GA	The Contractor's solution shall not allow a provider to use a single enrollment application for multiple programs or service types. However, multiple specialties may be enrolled through the use of a single enrollment application.
Provider Enrollment Requirements	ENR13	The Contractor's solution shall allow a single provider to enroll multiple service locations.
Provider Enrollment Requirements	ENR14	The Contractor's solution shall collect and maintain all information needed to complete provider enrollment in compliance with all State and federal policies and regulations.
Provider Enrollment Requirements	ENR15	The Contractor's solution shall determine provider eligibility in accordance with State and Federal policies and regulations.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Provider Enrollment Requirements	ENR16	The Contractor's solution shall provide the ability to accept and track provider enrollment fee information.
Provider Enrollment Requirements	ENR17-GA	The Contractor's solution shall allow providers to view status of their enrollment online by logging into the solution with a user ID, password, and tracking number linked to the application.
Provider Enrollment Requirements	ENR18	The Contractor's solution shall support real-time edits allowing providers to submit corrections to applications as needed.
Provider Enrollment Requirements	ENR19	The Contractor's solution shall be capable of suspending provider participation in specific programs while maintaining participation in other programs and initiate notification(s) to the provider, agency staff, and modules.
Provider Enrollment Requirements	ENR20	The Contractor's solution shall use automated screening and monitoring processes and tools to verify provider enrollment eligibility based on State regulations and policies (e.g., State licensing agencies, State exclusion lists, Provider Enrollment Chain and Ownership System (PECOS)).
Provider Enrollment Requirements	ENR21	The system will be able to link to training modules within the enrollment process (e.g., contractors authorizing member and provider services).
Provider Enrollment Requirements	ENR22	The Contractor's solution shall support at a minimum, the following enrollment status designations or their equivalent: denied, terminated, suspended, provisionally accepted, accepted, in progress, pending, voluntarily terminated.
Provider Enrollment Requirements	ENR23	The Contractor's solution shall allow users to enroll retroactively in compliance with State policy, ACA and CMS standards.
Provider Enrollment Requirements	ENR24	The Contractor's solution shall maintain the provider's effective date to begin administering services as of the date the provider screening process is complete as the standard effective date unless otherwise overridden and specified by the State.
Provider Enrollment Requirements	ENR25-GA	The Contractor's enrollment process shall be configurable to include trading partner enrollment (including any other subcontracting enrollment entities appointed by the State) within the overall provider enrollment business process.
Provider Enrollment Requirements	ENR26	The Contractor's solution shall present conditionally required resource materials and training required in order to complete the enrollment business process.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Provider Enrollment Requirements	ENR27-GA	The Contractor's solution shall provide a comprehensive automated Provider Credentialing Portal, also known as the CVO Portal, which will use a Workflow Management Engine and shall incorporate and expand upon features of the State's Provider Enrollment Portal.
Provider Enrollment Requirements	ENR28-GA	The Contractor's solution shall process all Provider applications required by the State. The solution shall incorporate automated processes of application creation, vetting, processing, and maintaining within the solution of all provider and application types at the discretion of the State
Provider Enrollment Requirements	ENR29-GA	The Contractor's solution shall deny Provider applications that have been incomplete for 10 calendar days.
Provider Enrollment Requirements	ENR30-GA	The Contractor shall deny and "pending" applications of a provider when their base provider ID has been terminated or suspended. These actions will be contingent upon the contract type and the reason for the base ID number being denied, suspended or terminated.
Provider Enrollment Requirements	ENR31-GA	The Contractor's solution shall 'Hold' applications to 'In Process' when the Base Application is 'Approved'.
Provider Enrollment Requirements	ENR32-GA	The Contractor's solution shall deny a provider application when the CVO returns a 'denied' disposition.
Provider Enrollment Requirements	ENR33-GA	The Contractor's solution shall create and support the adding of a NSC Document to a Provider application when Enrolled.
Provider Enrollment Requirements	ENR34-GA	The Contractor's solution shall support an Automated process for mass suspensions and terminations of providers.
Provider Enrollment Requirements	ENR36-GA	The Contractor's solution shall support the validation of Billing Agents (PERM).
Provider Enrollment Requirements	ENR37-GA	The Contractor's solution shall support zip + 4 address formats.
Provider Enrollment Requirements	ENR38-GA	The Contractor's solution shall support English as a default language.
Provider Enrollment Requirements	ENR39-GA	The Contractor's solution shall support Provider attestation of the 'Auto-Population' feature of \$1 - \$3 Million Professional Liability Insurance. The solution shall capture (during the enrollment process) and store such information including but not limited to Provider's Professional Liability



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		Insurance numbers, type(s) of coverage, coverage amount(s), length of time within career, attestation language, expiry date, etc.
Provider Enrollment Requirements	ENR40-GA	The Contractor's solution shall support the application Fees being applied to Certain Facility Types.
Provider Enrollment Requirements	ENR41-GA	The Contractor's solution shall adhere to the State's Telemedicine policies and procedures.
Provider Enrollment Requirements	ENR42-GA	The Contractor's solution shall meet all core requirements and certification options specified by the National Committee for Quality Assurance (NCQA) for credentialing verification organizations and demonstrate compliance with all federal and State Credentialing regulations.
Provider Enrollment Requirements	ENR43-GA	The Contractor shall affirm that it will not render or administer services related to this procurement and related contractual services via off-shore arrangements and that all work performed will be in the United States.
Provider Enrollment Requirements	ENR44-GA	The Contractor shall affirm that they will have offices and staff located in Georgia. The 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.
Provider Enrollment Requirements	ENR45-GA	The Contractor's solution shall be a Credentialing and Re-credentialing verification system for Providers to request to be enrolled or who currently are participating in one or more of the following programs: 1. Medicaid 2. PeachCare for Kids® 3. Georgia Families 4. Georgia Families 360°
Provider Enrollment Requirements	ENR46-GA	The Contractor's solution shall incorporate and expand upon features of the State's existing Provider Enrollment Portal that is maintained by the State's current Fiscal Agent.
Provider Enrollment Requirements	ENR47-GA	The Contractor's solution shall capture and track all Credentialing data required for participation in Medicaid and/or PeachCare for Kids®.
Provider Enrollment Requirements	ENR48-GA	The Contractor's solution shall allow providers to recover a partially completed online application in the event of User Interface (UI) failure.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Provider Enrollment Requirements	ENR49-GA	The Contractor's solution shall allow providers to complete, submit, resubmit, modify, check status, view deficient documentation listings, save partial applications, disenroll, or cancel applications and updates via the User Interface (UI).
Provider Enrollment Requirements	ENR50-GA	The Contractor's solution shall allow the use of numbers, letters, special characters, etc. to create user pins, names, and passwords.
Provider Enrollment Requirements	ENR51-GA	The Contractor's solution shall automatically generate letters, emails, portal messages to providers regarding the provider enrollment process, and where the application is in the process (notices can include but not limited to applicants of pending status, approval, or rejection of their applications).
Provider Enrollment Requirements	ENR52-GA	The Contractor's solution shall enroll providers as non-Medicaid/Non-Traditional Providers (NTP); information only providers for purposes of enrollment as a member of a managed care network.
Provider Enrollment Requirements	ENR53-GA	The Contractor's solution shall document enrollments and send notice of enrollment and provider manuals to enrolled providers within period specified by State (e.g. daily, weekly, monthly, bi-weekly, quarterly, etc.).
Provider Enrollment Requirements	ENR54-GA	The Contractor's solution shall enroll out-of-state providers according to the State policy and notify out-of-state providers of basic billing requirements.
Provider Enrollment Requirements	ENR55-GA	The Contractor's solution shall establish a Provider Enrollment Unit to include but not limited to support provider enrollment / re-enrollment and credentialing functions as follows: A) Create operating procedures for the provider Enrollment Unit for State approval B) Allow the State or the Contractor to enter enrollment rules into Rules Engine C) Maintain systems and procedures that allow enrollment of test providers.
Provider Enrollment Requirements	ENR56-GA	The Contractor's solution shall generate a receipt notification to the submitter with a tracking number when the application or updates are submitted for review.
Provider Enrollment Requirements	ENR57-GA	The Contractor's solution shall image or upload to the provider's file all enrollment/re-enrollment applications and supporting documentation within a period specified by the State. Imaging of current hard copy documents from provider file is required at the time of re-enrollment. The Contractor shall



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		have the online applications available at all times and keep the application enrollment package up-to-date.
Provider Enrollment Requirements	ENR58-GA	The Contractor's solution shall maintain a User Interface (UI) for all provider applicants, trading partners, State and Contractor staff to use to follow the provider enrollment process as set by the rules of Provider Enrollment Unit. The portal must also include, not limited to, information such as downloadable enrollment forms, upcoming training announcements, field representatives' names and phone numbers, recent banner messages, a hot link to the Agency Web site, provider inbox to receive correspondence, and other material that would be useful to providers as approved by the State. The online application has to be consistent with the paper enrollment form and both maintained in synchronous fashion. The Contractor's solution shall route provider applications, and collect and process provider enrollment and status information.
Provider Enrollment Requirements	ENR59-GA	The Contractor's solution shall maintain electronic provider files in a manner that allows State and Contractor staff easy navigation directly to source documents, including images of all paper enrollment files.
Provider Enrollment Requirements	ENR60-GA	The Contractor's solution shall provide a User Interface (UI) abbreviated enrollment process for providers who need to add additional locations. Enrollment process will be based upon State policies.
Provider Enrollment Requirements	ENR61-GA	The Contractor's solution shall provide functions for Provider Enrollment Unit to review and track all applications throughout the review/certification process to final disposition of the applications and issuance of letters, as well as the re-certification, mass updates, change of ownership, and/or updates submitted through the User Interface (UI) or other input channels.
Provider Enrollment Requirements	ENR62-GA	The Contractor's solution shall provide mechanisms to notify a provider when the application has been approved or denied. If denied, the reason for the denial must accompany the notification. Generate standard denial letters for licensure denial reasons when the Provider record is updated.
Provider Enrollment Requirements	ENR63-GA	The Contractor's solution shall provide online, and/or on-demand statistics reports of provider enrollments/updates and audit trail reports to include, but not limited to, the number of enrollments per day, week, month, year by provider category of service, provider type, specialty; User Interface (UI)



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		submissions, and returned applications. Provider audit trails should display all systems transactions, additions, deletions, and updates (display before and after data).
Provider Enrollment Requirements	ENR64-GA	The Contractor's solution shall allow an authorized user to query and report on any and all fields, including but not limited to pending applications, based on provider type, provider specialty, full name, partial name, address, doing business as (dba) information
Provider Enrollment Requirements	ENR65-GA	The Contractor's solution shall support possible policy changes in the future to enforce such higher-order provider qualifications for the purpose of improving quality care, coordination of care, and health outcomes for Medicaid consumers.
Provider Enrollment Requirements	ENR66-GA	The Contractor's solution shall support provider managed care enrollment and affiliations with multiple State programs as defined by the Agency (DCH) and allow the Agency (DCH) to easily update and terminate provider affiliations as defined by the Agency (DCH).
Provider Enrollment Requirements	ENR67-GA	The Contractor's solution shall allow providers to concurrently belong to more than one CMO and be affiliated with each CMO they have contracted with. These same providers can also continue to operate independently and bill FFS claims for non-GF members.
Provider Enrollment Requirements	ENR68-GA	The Contractor's solution shall use electronic verification with such entities as DEA (Data Exchange System) CLIA, OIG Sanction List, Georgia Composite State Board of Medical Examiners, and other state licensing boards (e.g. Nursing, Therapists, Dental, etc.) when verifying or credentialing the provider and for ongoing maintenance to support provider Integrity; the solution must verify provider eligibility in support of other system processes (i.e. payment of claims); and cross-reference license and sanction information with other state or federal agencies.
Provider Enrollment Requirements	ENR69-GA	The Contractor's solution shall utilize tools and technologies to support provider enrollment activities across multiple channels to include interactive Voice Response (IVR) System, User Interface (UI), telephone, email, fax and other communication devices.
Provider Enrollment Requirements	ENR70-GA	The Contractor shall provide the ability to assign Provider ID numbers using the Department's existing numeration logic with the Provider NPI and location as the driver. For each location, the solution shall create a unique



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		identifier 9 numeric and 1 alpha character (ex: Provider #: 123456789A-Z. If Provider locations exceed the alphabet (A-Z) the 9 digit Provider ID is maintained and the suffix expands to AA through ZZZ.
Provider Enrollment Requirements	ENR71-GA	The Contractor shall provide the ability to assign Payee numbers using the Department's existing numeration logic with the Tax ID number as the driver. For each payee number, the solution shall create a unique identifier 9 numeric and 1 alpha character (ex: Payee #: 123456789A-Z. If Payee number exceeds the alphabet (A-Z) the 9 digit Payee number is maintained and the suffix expands to AA through ZZZ.
Provider Enrollment Requirements	ENR72-GA	The Contractor shall ensure the ability for Providers to submit a single application (initially) for multiple service locations for which the Provider renders services.
Provider Enrollment Requirements	ENR73-GA	The Contractor shall provide the ability for a user to enter/submit updates to existing accounts; such as the ability to add additional locations to a Provider account. Additional locations shall be provided in a subsequent application to ensure the locations go through the approval processes Once approved, the locations should sync back to the initial Provider account/file.
Provider Enrollment Requirements	ENR74-GA	The Contractor's solution shall have the ability to search on any data field within the system.
Provider Enrollment Requirements	ENR75-GA	The Contractor's solution shall create an indicator within the enrollment file that depicts whether or not Provider records were converted.
Provider Enrollment Requirements	ENR76-GA	The Solution shall provide the ability to query on any location and the location link back to all service Providers.
Reporting Requirements	REP01-GA	The Contractor's solution shall include a query tool that allows users to easily query data necessary to support the Agency's business needs.
Reporting Requirements	REP07	The Contractor's reporting tool shall provide the ability to design and execute queries using one or more wild cards (e.g., %, *,?) and operators (e.g. =, >, >=, <, <=, IN, BETWEEN, LIKE, IS NULL or IS NOT NULL) to provide data when searching or reporting.
Reporting Requirements	REP103	The Contractor's solution shall have the capability to display data in a variety of formats (e.g., standard reports, graphs, charts, maps, dashboards) without the need to export data to another tool.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Reporting Requirements	REP104	The Contractor's solution shall have the ability for authorized users to selectively retrieve, view, export, and print reports (or portions of reports).
Reporting Requirements	REP107	The Contractor's solution shall have the capability to allow authorized users to view query parameters along with query results.
Reporting Requirements	REP110	The Contractor shall update dashboards in real-time or on a schedule approved by the State.
Reporting Requirements	REP111	The Contractor's solution shall allow authorized users to design, save and share configurable dashboards and reports.
Reporting Requirements	REP112	The Contractor's solution shall provide report, dashboard and query templates for authorized users to modify and reuse.
Reporting Requirements	REP116	The Contractor's solution shall provide an established library of standardized operational reports as well as the ability to create a wide array of configurable detail level and summary level reports, dashboards and queries.
Reporting Requirements	REP118	The Contractor's solution shall have the capability to produce reports or display output data by National Provider Identifier (NPI), proprietary ID, or by a subset of the provider's practice or taxonomy.
Reporting Requirements	REP128-GA	The Contractor's system shall provide ad hoc query capability for retrieval of data relevant to specific operational and program business units, if applicable.
Reporting Requirements	REP129-GA	The Contractor's solution shall provide an online adhoc reporting tool that allows authorized users access to data (e.g., provider enrollment status, alphabetic and numeric provider listing, re-certification listing, revalidation listing, group affiliation listing, provider classification listing, category of service listing, and etc.).
Reporting Requirements	REP130	The Contractor's reporting tool shall provide current and historical information about user access. The report shall include both standardized data in addition to allowing user input of run criteria such as user IDs, roles/privileges/authorizations, and configurable from and to dates.
Reporting Requirements	REP131-GA	The Contractor's solution shall track and have the capability to report both summary and detail level information pertaining to provider enrollment, disenrollment, termination, re-enrollment, revalidation, credentialing, recredentialing, and recertification.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Reporting Requirements	REP132	The Contractor's solution shall provide the functionality to identify, track and report the number and type of individuals associated with a provider or trading partner application (e.g., provider, facility, owner, managing employee and/or board member) including screening and monitoring results.
Reporting Requirements	REP133	The Contractor's solution must provide Provider Transaction Error Reporting that includes the error, the date and time the error was identified, and the provider file(s) effected.
Reporting Requirements	REP134	The Contractor's solution shall have the ability for users to query using date and/or date ranges for scheduled and ad-hoc reporting.
Reporting Requirements	REP135	The Contractor's solution shall provide the ability to report on electronic payments received through the Provider Services module (i.e., provider application fees).
Reporting Requirements	REP136	The Contractor's solution shall provide the capability to archive and discontinue. The solution shall be capable of purging reports in compliance with the Federal and State retention policies.
Reporting Requirements	REP137-GA	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 fifth Business Day following the end of the reporting period C. Quarterly – by the fifth Business Day following the end of the reporting period. D. Annual reports – by the twentieth Business Day following the end of the reporting period.
Reporting Requirements	REP138-GA	The Contractor's solution shall collect and summarize data for specific user communities (e.g., data marts or cubes) such as program analysis staff, research group, financial management unit, agency executives (e.g., dashboard).
Reporting Requirements	REP139-GA	The Contractor's solution shall provide reports that allow users to drill down from summarized data to detailed data, if applicable.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Reporting Requirements	REP140-GA	The Contractor's solution shall support federal reporting requirements when these requirements are met through the decision support services (DSS) solution.
Reporting Requirements	REP141-GA	The Contractor's system must support simple queries and pre-formatted reports that are easy to access, follow a user-friendly protocol, and produce responses immediately.
Reporting Requirements	REP142-GA	The Contractor's system shall provide ad hoc reporting capability that presents summarized information on key factors (e.g. number of enrollees, total dollars paid) to executive staff upon request, if applicable.
Reporting Requirements	REP143-GA	The Contractor shall support the Agency and Agency's System Integrator in review and comparison of reports available within the Contractor's solution and legacy MMIS reports. The contractor shall support the development of any reports that have been identified as a gap.
Reporting Requirements	REP144-GA	The Contractor shall work collaboratively with the Agency and Agency's System Integrator to review T-MSIS data fields and recommend data elements for which the Contractor's solution shall serve as the system of record. The Contractor shall identify controls to ensure the quality, integrity and consistency of T-MSIS data.
Reporting Requirements	REP23-GA	The Contractor's solution shall maintain reporting services that are backward compatible, and the reports functionality is preserved over major and/or minor releases or the contractor will provide migration support to move reports forward.
Reporting Requirements	REP31-GA	The Contractor's reporting solution shall support initiation of reports through various methods including but not limited to on-demand, scheduled requests (including non-business hours), and event-driven requests with distribution of the report results to specified secure locations.
Reporting Requirements	REP32	The Contractor's reporting solution shall allow users to search on criteria including report names, report filters, and data elements included in the report in a library or repository of reports.
Reporting Requirements	REP36	The Contractor's reporting solution must display standard report header and footer information (e.g., report number, report title, page number, date) on all reports.
Reporting Requirements	REP37	The Contractor's reporting solution shall provide the ability to store system generated reports in the Enterprise Content Management (ECM).



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Reporting Requirements	REP38	The Contractor's reporting solution shall allow a user to manually save report output to the ECM.
Reporting Requirements	REP39	The Contractor's solution shall provide efficient navigation (e.g., the ability to move forward and backward in the solution).
Reporting Requirements	REP42-GA	The Contractor's reporting solution shall allow authorized users to view, sort, export and print dashboard and report data in a variety of formats (e.g., HTML, GUI, Excel, TXT, XML, CSV, PDF, and character delimited).
Reporting Requirements	REP64	The Contractor's solution shall provide the ability to access and use all current and historical data for reporting purposes.
Requirements Management	RQM01-GA	During the requirements validation sessions, the Contractor shall demonstrate a fully functioning solution that has been initially configured based on the Contractor's understanding of the requirements described in the RFP and publicly available policy documents, manuals, fee schedules and other required documents from the department.
Requirements Management	RQM02	The Contractor shall work with the Department to confirm the Contractor's understanding of the requirements and to clarify and/or elaborate requirements where necessary to achieve desired business outcomes.
Requirements Management	RQM03	The Contractor shall document any gaps between the initially configured solution and the business requirements in the requirements management tool. Gaps must show bi-directional traceability with applicable business requirement(s), design, test cases, test results, MECT criteria and certification artifacts.
Requirements Management	RQM04	The Contractor shall, during requirement validation, provide designated Department staff access to a fully functioning environment to become familiar with the solution.
Requirements Management	RQM05	The Contractor shall utilize project control tools to formally track all requirements and related design, configuration, testing, and certification artifacts. The Contractor's requirements management tool shall ensure approved changes to requirements are linked back the approved change request.
Requirements Management	RQM06-GA	The Contractor shall develop, maintain and submit a Requirements Traceability Matrix (RTM) to show bi-directional traceability with applicable business requirements and their realization throughout all project phases (e.g., requirements, design, testing and certification (MECT) checklist items). This should include how the requirement is realized (e.g., configuration,



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		custom development, base functionality). All revisions must be reviewed and approved by the State.
Requirements Management	RQM07	The Contractor's requirements management tool shall have the ability to manage requirements traceability by module(s), MITA business area, MITA business process and MECT checklists.
Security Requirements	SEC01	The System shall provide a physical and electronic environment that uses public key infrastructure to verify all transactions and the identity of all users and denies access to unauthorized users. For example: a. Require unique sign-on (ID and password) b. Require authentication of the receiving entity prior to a system-initiated session, such as transmitting responses to eligibility inquiries.
Security Requirements	SEC02	The Contractor shall ensure that any data being transmitted or transported either physically or electronically will be encrypted.
Security Requirements	SEC03	The Contractor shall ensure that any unneeded hardware, software, and licenses have been decommissioned.
Security Requirements	SEC04	The Contractor shall protect all government data from loss or unauthorized disclosure.
Security Requirements	SEC05	The Contractor's solution shall streamline electronic transactions by incorporating electronic and digital signatures compliant with HIPAA and other State and federal statutes.
Security Requirements	SEC06	The Contractor's solution shall provide tools (e.g., alerts or reports), which identifies usage anomalies or users who may have misused the system.
Security Requirements	SEC07	The Contractor's solution shall automatically maintain an audit trail of users , including database administrators, who pass through or view a record, regardless of whether data is changed.
Security Requirements	SEC08	The Contractor's solution shall have security audit trail reporting capabilities (e.g. security, level, locale, IP address, user ID, before and after changes).
Security Requirements	SEC09	The Contractor's solution shall ensure the audit trail that cannot be modified.
Security Requirements	SEC10	The Contractor's solution shall contain information determined by the Department and must meet Health Information Technology for Economic and Clinical Health Act (HITECH) auditing standards.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC100-GA	Contractor's system must support the capability to handle request for amendment and timely action of making amendments ePHI about the individual in a designated record set.
Security Requirements	SEC101-GA	The Contractor shall maintain a Contingency Plan (CP) for the system that: identifies essential missions and business functions and associated contingency requirements. These requirements include recovery objectives, restoration priorities, contingency roles, responsibilities and addresses maintaining essential business functions despite an information system disruption, compromise, or failure. This plan should be reviewed and updated on a yearly basis.
Security Requirements	SEC102-GA	Contractor should identify an alternate storage site, including necessary agreements to permit the storage and recovery of system backup information and the resumption of system operations for business functions within the time period specified. The organization establishes alternate telecommunications services including necessary agreements to permit the resumption of information system operations for essential business functions.
Security Requirements	SEC103-GA	Contractor's system must have standard Access Control specifications to include: (i) Assigning a unique name and/or number for identifying and tracking user identity. (Required) (ii) Establishing and implementing as needed emergency access procedures for obtaining necessary electronic protected health information during an emergency. (Required). (iii) Implementing electronic procedures that terminate an electronic session after a predetermined time of inactivity. (Addressable) (iv) Implementing a mechanism to encrypt and decrypt electronic protected health information. (Addressable)
Security Requirements	SEC104-GA	Contractor shall identify roles and responsibilities of individuals and these roles should be separated through assigned information access authorization as necessary to prevent malevolent activity.
Security Requirements	SEC105-GA	Contractor's User account access authorization procedures shall follow the concept of least privilege; allowing users access to only the information that is necessary to accomplish assigned tasks in accordance with business functions.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC106-GA	After 15 minutes of inactivity, contractor's system should initiate a session lock; the session lock should remain in place until the user reestablishes access using established identification and authentication procedures.
Security Requirements	SEC107-GA	Contractor shall enforce physical access authorizations for all physical access points (including designated entry/exit points) to the facility where the information system resides (excluding those areas within the facility officially designated as publicly accessible).
Security Requirements	SEC108-GA	Contractor shall ensure that physical access to information system distribution and transmission lines is controlled within the facility to prevent unauthorized access.
Security Requirements	SEC109-GA	Contractor shall ensure that a short-term uninterruptible power supply should be employed to facilitate an orderly shutdown of the information system in the event of a primary power source loss.
Security Requirements	SEC110-GA	Contractor's system must update malicious code protection mechanisms (including signature definitions) whenever new releases are available in accordance with IT system configuration management policy and procedures.
Security Requirements	SEC111-GA	State Enterprise Information Security Policies and Standards: Contractor shall comply with applicable GTA Enterprise Information Security Policies and Standards unless an exception is approved in writing by DCH. If a standards or requirements conflict exists with GTA Standards, DCH approved Security Office Standards shall be followed.
Security Requirements	SEC112-GA	Georgia Department of Community Health Security Standards: Contractor shall comply with applicable DCH Information Security Policies and Standards. If a standards or requirements conflict exists with NIST or GTA Standards, DCH approved Information Security Standards shall be followed.
Security Requirements	SEC113-GA	Password Standards: Contractor's solution shall comply with State Password Standards for length, complexity, aging, and reuse to meet the following: · Length – Passwords must be a minimum length of at least eight characters. · Complexity – Passwords must contain both uppercase and lowercase letters and at least one non-alphabetic character, and to not be a "dictionary" word. · Aging – All Passwords must expire every 45 days. · Reuse – Passwords must not be reused.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC114-GA	Security Alerts. Contractor's Networks, Systems, Application and Services shall alert the appropriate authorities and staff of potential violations of security controls and safeguards such as the inappropriate access to sensitive and confidential information. Solution and services shall contain mechanisms to monitor transaction-based event and activity logging.
Security Requirements	SEC115-GA	Authentication: All System/Application users (both privileged and non-privileged) with access to State data shall be authenticated when establishing a connection to the System. Authentication must be based on unique user-ids and passwords.
Security Requirements	SEC116-GA	System/Application Security Plan: Prior to being allowed to State data, contractor shall provide to the State with a detailed information system security plan that describes how the solution and services meet applicable NIST Special Publication 800-66 Federal Computer Security Standards, Controls, and Requirements for "Moderate" Risk Systems as defined in the NIST/FIPS 199 Data Security Categorization Standard. The Plan should cover all applicable Hosting (Server or Cloud Based), Network, System, and Application Controls which are in scope for the contracted services.
Security Requirements	SEC117-GA	Security Incident Response: Contractor shall follow formal documented security incident response procedures involving State data and shall maintain a plan that address incident preparation, identification, assessment, containment, eradication, recovery, and follow-up. Contractor shall immediately notify the State regarding any data breaches or policy violations involving State data.
Security Requirements	SEC118-GA	Infrastructure Protection Measures: Contractor shall implement the appropriate infrastructure protection measures in order to protect State data. This includes Network/Host Intrusion Prevention, Firewalls, Proxies, Anti-Malware Detection and Prevention, etc.
Security Requirements	SEC119-GA	Boundary Protection Measures: Contractor shall ensure that boundary protection security controls protect and monitor (e.g., active monitoring) the Systems and Applications Hosting State data against malicious program code, denial of service attacks, network and system intrusions, and other hacking attacks. Systems shall alert parties responsible for monitoring and responding when these suspicious conditions exist.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC11-GA	The Contractor shall perform risk assessments per the Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach NIST SP 800-53 Rev 4-5. Risk assessments and security audit reports shall be completed on an annual basis and when additions or changes to functionality impact the security framework, architecture or when a new vulnerability exists.
Security Requirements	SEC12	The Contractor's solution shall manage role-based permissions and provide a National Institute of Standards and Technology (NIST) compliant identification, authentication and accounting solution.
Security Requirements	SEC120-GA	Role Based Access Control: Contractor shall ensure that Systems or Applications Hosting State data support identity and access management functionality including "separation of duties", the "principal of least privilege", and "role based access controls" as well as, a user security profile that controls access rights to data categories and system functions.
Security Requirements	SEC121-GA	Default System Accounts: Contractor shall ensure that all unnecessarily default system and Application login accounts are removed or disabled within the proposed technology platform.
Security Requirements	SEC122-GA	Default System Accounts: Contractor shall ensure that systems and applications hosting State data support data integrity controls to guarantee that transmitted information is not improperly modified without detection (e.g. provide for secure data transmission).
Security Requirements	SEC123-GA	Cloud Infrastructure Protection: If contractor's system consists of a Virtualized Cloud Computing Platform, the Solution shall contain the appropriate Infrastructure protection measures and safeguards in order to prevent the loss or unauthorized access, destruction, use, modification or disclosure of State data. These safeguards shall include Private Cloud Hosting, Data Segregation, Logical Service/Host Separation, Network Intrusion Detection and Prevention, Firewalls, Virus Protection, Security Updates and Patching of Virtual Machine Images, etc.
Security Requirements	SEC124-GA	Annual Independent Security Assessments: Contractor shall conduct an Annual Independent Third-Party Security Controls based Assessment of the Solution Platform containing State Data. The Assessment Criteria shall be based on applicable NIST SP 800-53 Rev 5 moderate-impact-baseline computer security controls. Contractor shall provide the State with a copy of these Annual Security Assessment Reports (SAR) as well as, any identified



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		Assessment Findings and Security Control Gaps. Contractor shall provide the State with a Plan of Action and Milestones (POAM) Report which details gap remediation plans and expected remediation dates for any identified gaps.
Security Requirements	SEC125-GA	Non-repudiation: Contractor's solution shall support non-repudiation methodologies in order to ensure that transmission services provide proof of the integrity and origin of sensitive and confidential data. Solution shall employ authentication services which can be asserted to be genuine with high assurance (e.g., use of cryptographic controls and digital certificates).
Security Requirements	SEC126-GA	The Contractor shall provide the Agency and Agency's System Integrator with a list of security controls that are deployed within the Contractor's Solution to address each of the relevant NIST SP 800-53 (rev 4-5) requirements. The contractor shall collaborate with the System Integrator on a test and evaluation plan for assessing those security controls.
Security Requirements	SEC127-GA	The Contractor shall provide the Agency's System Integrator with architectural diagrams and descriptions that include existing/potential security-related data flows, information on existing/planned risk management tools and frameworks that could be incorporated into MEST monitoring system and will demonstrate security-related data logging that may be included in the MEST monitoring infrastructure.
Security Requirements	SEC128-GA	The Contractor's solution shall maintain security logs that facilitate the monitoring of security-related processes and will implement system interfaces to enable the exchange of security monitoring related data with the Integration Platform.
Security Requirements	SEC129-GA	The Contractor's solution shall support all current NIST encryption standards. All sensitive and confidential Agency data shall be encrypted during transmission as well as at rest or stored (e.g. data that resides in databases, file systems, cloud platforms, fixed or removable backup media or other structured storage methods). This includes test, production and disaster recovery platforms.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC13	The Contractor's solution shall have multiple layers of external and internal security that provide administrative, physical, and technical mechanisms to protect sensitive or confidential information used in performing the responsibilities and duties defined for the module scope of work.
Security Requirements	SEC130-GA	The Contractor's solution shall ensure that boundary protection security controls protect and monitor (e.g. active monitoring) the Systems and Applications Hosting Agency data against malicious program code, denial of service attacks, network and system intrusions, and other hacking attacks. Systems shall alert parties responsible for monitoring and responding when these suspicious conditions exist.
Security Requirements	SEC131-GA	The Contractor shall ensure that if the solution consists of Virtualized Cloud Computing Platforms, the solution shall contain the appropriate Infrastructure protection measures and safeguards in order to prevent the loss or unauthorized access, destruction, use, modification or disclosure of Agency data. These safeguards shall include Private Cloud Hosting, Data Segregation, Logical Service/Host Separation, Network Intrusion Detection and Prevention, Firewalls, Virus Protection, Security Updates and Patching of Virtual Machine Images, etc.
Security Requirements	SEC132-GA	The Contractor's solution shall identify and respond to suspected or known security and privacy incidents; mitigate, to the extent practicable, harmful effects of security and privacy incidents that are known to the covered entity or business associate; and document security incidents and their outcomes.
Security Requirements	SEC133-GA	The Contractor's solution shall support audit controls for hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic for both protected health information (PHI) and personally identifiable information (PII).
Security Requirements	SEC134-GA	Implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level to comply with 45 C.F.R. § 164.306(a).



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC135-GA	The Contractor's solution shall update malicious code protection mechanisms (including signature definitions) whenever new releases are available in accordance with IT system configuration management policy and procedures.
Security Requirements	SEC136-GA	The Contractor's solution shall provide data integrity of ePHI by preventing and detecting improper alteration or destruction (e.g., double keying, message authentication, digital signature, check sums etc.).
Security Requirements	SEC137-GA	The Contractor's solution shall comply with applicable the Agency Information Security Policies and Standards. If a standards or requirements conflict exists with NIST or an Agency designated Standards protocol, then Agency approved Information Security Standards shall be followed.
Security Requirements	SEC138-GA	The Contractor shall, prior to being allowed Agency data, provide the Agency with detailed information system security plan(s) that describe how the solution and services meet applicable NIST Special Publication 800-66 Federal Computer Security Standards, Controls, and Requirements for "Moderate" Risk Systems as defined in the NIST/FIPS 199 Data Security Categorization Standard. The Plan(s) should cover all applicable Hosting (Server or Cloud Based), Network, System, and Application Controls which are in scope for the contracted services.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC139-GA	The Contractor shall ensure that all work performed under this Contract, including deliverables, will meet the requirements of all applicable federal and state laws, regulations, policies and guidance, including any amendments or updates thereto during the life of the Contract. The relevant laws, regulations, policies and guidance include, but are not limited to: • Title XIX of the Social Security Act, the Medicaid statute • The Office of the National Health Coordinator for Health Information Technology • Health Insurance Portability and Accountability Act (HIPAA) and any related regulations and guidance (HITECH Act, HIPAA Privacy and Security Rules, etc.) • Medicaid Information Technology Architecture (MITA) CMS Minimum Acceptable Risk Standards for Exchanges (MARS-E) v2.0 • NIST Special Publication SP 800-53 R4 5 "Security and Privacy Controls for Federal Information Systems and Organizations". Applicable Controls shall be based on a Data Security Categorization Risk Level of "Moderate" as defined by the NIST/FIPS 199 Standard. Additionally, the following NIST Federal Standards shall be met: • NIST/FIPS 197, Advanced Encryption Standard and/or other FIPS-approved encryption protocols and cryptographic algorithms • NIST/FIPS 140-2, Security Requirements for Cryptographic Modules, Security Level 1 or Higher • NIST Special Publication 800-88, Guidelines for Media Sanitization • NIST Special Publication 800-63-3, Digital Identity Guidelines
Security Requirements	SEC14	The Contractor's solution shall not include any code of unknown origin.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC140-GA	The Contractor shall conduct security testing on functional, technical and infrastructure components to ensure the system meets all system security requirements. Security Testing will occur at intervals and activities that affect Production (e.g., system changes and upgrades) as defined by the Agency. Security Testing scenarios and strategies shall be approved by the Agency's SI Security Team prior to execution, and all Security Test results shall be validated by the Agency and the Agency's SI Security Team. The POAM's remediation timelines, as defined by the Agency, may include, but not limited to: • High Risk POAM Items: 30 Days • Moderate Risk POAM Items: 6 Months • Low Risk POAM Items: 1 Year
Security Requirements	SEC141-GA	The Contractor shall prevent any User or system administrator from having a shared account.
Security Requirements	SEC15	The Contractor shall provide an independent third party to perform penetration testing within six (6) months prior to implementation. Penetration testing must also be performed by an independent third party on an annual basis and when additions or changes to functionality impact the security framework, architecture or when a new vulnerability exists. Penetration Test Report results shall be supplied to the Department and any major or critical vulnerabilities mitigated.
Security Requirements	SEC16	The Contractor shall provide the primary and disaster recovery facility(s) which will ensure security, performance and disaster recovery requirements outlined in the module scope of work.
Security Requirements	SEC17	The Contractor shall maintain policies and procedures for security clearance and staffing controls for allowing access to confidential information and/or to restricted areas within the Contractor's solution.
Security Requirements	SEC18	The Contractor shall maintain adequate technical support/staffing to provide 24x7x365 coverage.
Security Requirements	SEC19	The Contractor's data encryption solution shall meet Federal Information Processing Standard (FIPS) 140-2 and at a minimum use AES 128 encryption.
Security Requirements	SEC20	The Contractor shall ensure that all data, regardless of its location, is encrypted at rest.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC21	The Contractor's transmission security shall use TLS 1.2, SHA 2 with a minimum of a 2048 bit key.
Security Requirements	SEC22-GA	The Contractor shall provide a completed Security Audit Report with results to the Department each year by the anniversary date of the Go-Live Date. The Security Audit Report must include either an electronic data processing (EDP) systems audit using SSAE 16 at a minimum level service organization control (SOC) 2 Type II or a NIST 800-53 rev 5 assessment at a "moderate" system risk control level. The Contractor shall provide a mitigation plan, within the Security Audit Report, for all reported deficiencies. Major and critical deficiencies must be corrected within forty (40) calendar days of the report submission to the Department.
Security Requirements	SEC23	The Contractor's solution shall provide security features that support increasing the complexity of the authentication and authorization as the sensitivity of the data or functionality increases.
Security Requirements	SEC24	All Contractor's module components shall adhere to any applicable Department system security practices, configurations & procedures.
Security Requirements	SEC25	The Contractor's solution shall provide the ability to grant authorization through role-based security (create, delete, modify and view) access to user interfaces, reports, data elements/field level, and menu items.
Security Requirements	SEC26	The Contractor's solution shall allow access and role changes to be made in real-time with appropriate authorizations.
Security Requirements	SEC27	The Contractor's solution, in order to protect the database from SQL injection attacks, shall access the database from the application through a standard database abstraction layer.
Security Requirements	SEC28-GA	The Contractor's solution shall be easy-to-use and provide a user interface that allows authorized users to edit, create, and implement role-based and group-based security at the data element/field level for authorized users based upon individual characteristics or functional security groups. This would include access to user activity history and other management functions, including log-on approvals/ disapprovals and log search and playback.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC30	The Contractor must limit access to its off-site facilities; including storage facilities. The Department has the right to perform physical security audits of the Contractor's off-site and on-site facilities at the Department's discretion.
Security Requirements	SEC31-GA	The Contractor shall establish security and privacy standards and standard operating procedures. These standards include HIPAA, Federal Information Security Management Act (FISMA), Privacy Act, Federal Tax Information (FTI), and other Federal and State laws, regulations, and policies. The Contractor shall also establish business and technical protocols to ensure that the transmission and storage of information remains secure and complies with provisions for Administrative Simplification under the HIPAA of 1996 to ensure the confidentiality, integrity, and availability of ePHI in transit and at rest: • Provides safeguards as described in the October 22, 1998 State Medicaid Director letter, Collaborations for Data Sharing between State Medicaid and Health Agencies; • Performs regular audits; and • Supports incident reporting.
Security Requirements	SEC38	The Contractor's solution shall employ malicious code protection mechanisms at IT systems entry and exit points, at workstations, servers, and mobile computing devices on the network to detect and eradicate malicious code.
Security Requirements	SEC39	The Contractor's solution shall use foundational technical standards such as X.509 Certificate format and Public Key Cryptography Standard (PKCS).
Security Requirements	SEC41	The Contractor shall collaborate with the Systems Integration Services Contractor to integrate the Contractor's solution into the State's integration platform for single sign-on and federated identity management.
Security Requirements	SEC42	The Contractor shall have an overall data security process that supports data security auditing.
Security Requirements	SEC43-GA	The Contractor shall integrate with a State managed federated identity and access management solution that will perform user authentication and authorization through single sign-on for all module components.
Security Requirements	SEC44	The Contractor must be compliant with the security processes outlined in the "Security and Privacy Controls Requirements" document that has been included in the Procurement Library.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC45	The Contractor shall monitor system activity and prevent and detect intrusion, hacking, unusual activity, or system compromise. The Contractor shall immediately report any incidents of such, regardless of the outcome to the state, activate a Department approved communication strategy, perform mitigation activities, and provide continuous status updates to the Department until the issues are resolved to the Department's satisfaction. Only authorized contractor personnel may override system security alerts and edits.
Security Requirements	SEC46	The Contractor shall provide and operate solutions that terminate access immediately and/or generate alerts for conditions that violate security rules, unauthorized attempts to access data and system functions, and system activity based on security parameters.
Security Requirements	SEC47	The Contractor's solution shall ensure that only authorized users have access to systems and data, by requiring the following: - Unique authentication credentials identifiable to each user of the system, not allowing for the re-use of credentials; - Authenticates the receiving entity prior to a system initiated session, such as transmitting responses to case inquiries; - Maintenance of key user information as part of a user profile including user ID, name, employer/state agency, - Identity verification information, and an indicator of employee versus contractor; - Multi-factor user authentication and the ability to restrict or permit a user's access to system functions, features, and processes based on the user's assigned roles based on business need and user security profile and a unique user ID and password and including a read-only access level; - Column and row-level security access, data classification schemes, and/or the designation of data at multiple levels (e.g., case, individual) as restricted or sensitive (e.g., substance abuse treatment data) with the ability to define and implement exclusion controls on a per-user or user-group basis within a multi-level organizational structure, (e.g., external agencies and Appeals units). - A method for authentication of all internal and external users and systems and the ability to deny access to all invalid users and systems;



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		- Encrypted passwords in storage and in transmission; - The capability to automatically suspend users who have not accessed the systems within a time period specified by the Agency; - The termination of authorized sessions after a time period of no activity specified by the Agency, with a warning message displayed prior to the session timeout; - Enforce a sufficient level of authentication and identification against fraudulent transmission, imitative communications, and deceptive communications by validating the transmission, message, station or individual; and - A method for designated security administrators to set and modify user security access profile
Security Requirements	SEC48-GA	The Contractor shall provide to the Department a listing of all users having access to the Contractor's module components and/or data with details regarding the access granted to each user. The Contractor shall update the list to reflect any changes in the users' access, and the data that accompanies it, as well as users whose access has been removed. The Contractor shall provide an updated report to the Department on the 10th day of each month and upon DCH request.
Security Requirements	SEC49	The Contractor shall provide and operate solutions for security incident reporting and mitigation mechanisms. The Contractor shall preserve and report specified audit data when security violations are detected and mitigated.
Security Requirements	SEC50	The Contractor shall comply with NIST Special Publication 800-111: Guide to Storage Encryption Technologies for End User Devices where required by CMS to protect confidential information stored on end user devices.
Security Requirements	SEC51	The Contractor shall comply with NIST Federal Information Processing Standards (FIPS) Publication 180-4: Secure Hash Standards as required by CMS for use of secure hash algorithms.
Security Requirements	SEC52	The Contractor shall comply with NIST Federal Information Processing Standards (FIPS) Publication 186-4: Digital Signature Standard as required by CMS for use of secure algorithms in digital signatures.
Security Requirements	SEC53	The Contractor shall comply with the Harmonized Security and Privacy Framework - Exchange Reference Architecture Supplement Version 1.0 and as required by CMS.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC54	The Contractor shall comply with the OASIS Web Services Security - Simple Object Access Protocol (SOAP) Message Security Version 1.1 Specifications as required by CMS to build secure web services to implement message content integrity and confidentiality.
Security Requirements	SEC55	The Contractor shall respond to all risks identified through the periodic security risk assessments with a CMS Information Security Program Plan of Action and Milestones (POA&M) containing clarifying information, a proposed mitigation strategy if necessary, a timeline for implementation, and shall work with the Department to successfully execute the POA&Ms.
Security Requirements	SEC56	The Contractor shall ensure all contractor and subcontractor personnel providing services under this contract are familiar with and comply with the Business Associate Agreement and the privacy and security policies included in the RFP.
Security Requirements	SEC57	The Contractor shall provide logical segregation of the Contractor's solution, components, and network connections with other entities and prevent any unauthorized disclosure of the States' data.
Security Requirements	SEC58	The Contractor's solution code shall never run from a system level account with unlimited privileges such as "root" or "administrator".
Security Requirements	SEC59-GA	The Contractor shall ensure the confidentiality, privacy, and security of all state data passing through the Contractor and subcontractor networks. The Contractor's solution shall guard against unauthorized access to electronic protected health information that is being transmitted over an electronic communications network.
Security Requirements	SEC60	The Contractor shall establish and implement emergency access procedures for the Department to obtain secure access to module data during an emergency. Emergency access procedures shall be subject to the Department's approval.
Security Requirements	SEC61	The Contractor's solution must protect data from improper alteration or destruction including authentication mechanisms and to corroborate that the data has not been altered or destroyed in an unauthorized manner.
Security Requirements	SEC62	The Contractor's solution shall display a security warning banner prior to allowing entry into the system. The solution shall have security warning banners and headers and footers that adhere to Federal, state, and other applicable standards that are prominently displayed introductory screens.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC63	The Contractor shall utilize cloud-based technology wherever advantageous to maximize the efficient and effective utilization of technology.
Security Requirements	SEC64	The Contractor shall ensure user account access is reviewed on a quarterly basis at a minimum. User accounts should be appropriately disabled as roles and responsibilities change.
Security Requirements	SEC66	The Contractor's solution shall meet the minimum password requirements below: 1. Must not contain the user's account name or parts of the user's full name that exceed two consecutive characters 2. Minimum password length: 8 characters 3. Contain characters from 3 of the following 4 categories a. English uppercase characters (A through Z) b. English lowercase characters (a through z) c. Base 10 digits (0 through 9) d. Non-alphabetic characters (for example, !, \$, #, %) (these will not work when logging into ReRite from Toshiba printers ... not on the key pad) 4. History: Cannot reuse a password for 24 password changes, user cannot reset password again for 24 hours 5. Expiration time frame: 60 day 6. Lockouts for failed attempts – account locks after 3 failed attempts, will unlock after 15 minutes
Security Requirements	SEC67	The Contractor's solution shall track disclosures of ePHI; provide authorized users access to and reports on the disclosures.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC68	The Contractor shall support the State in developing a Privacy Impact Analysis for each module or module component that includes the following information: Use of personally identifiable information (PII) or personal health information (PHI) and a description of the types of data that will be collected Sources of PII/PHI, populations, and transfer and disclosure mechanisms Legal environment (legal authorities and state privacy laws) Details about the entities with which the collected information will be shared Privacy and security standards for its business partners and other third parties and the agreements that bind these entities Incident handling procedures Privacy and/or security awareness programs and materials for its workforce
Security Requirements	SEC70	The Contractor shall provide the ability to de-identify and/or redact data for entities not authorized to receive PII or PHI and utilize de-identification algorithms to allow for re-identification of data if required.
Security Requirements	SEC71	The Contractor shall provide a process for masking, sanitizing, scrambling, or de-sensitizing sensitive data (e.g., PII/PHI) when extracting data from the production environment for use in non-production environments.
Security Requirements	SEC72	The Contractor shall review and identify monthly, any unneeded hardware, software, and licenses, present recommendations to the State for review and ensure that any unneeded hardware, software, and licenses have been decommissioned upon approval from the State.
Security Requirements	SEC73	The Contractor will provide the completed reports with the results of the service organization control (SOC) 1 Type II audit annually on date identified by the State. The Contractor shall provide a mitigation plan for all areas of non-compliance. Issues found to be non-compliant shall be corrected within forty (40) calendar days of the report submission to the Department.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC74-GA	The Contractor's solution shall protect electronic protected health information (ePHI) from improper alteration or destruction including authentication mechanisms and to corroborate that ePHI has not been altered or destroyed in an unauthorized manner.
Security Requirements	SEC75-GA	The Contractor's solution shall securely conduct electronic information exchange within the agency and with multiple intrastate agencies via an information hub.
Security Requirements	SEC76-GA	The Contractor's solution shall enforce a sufficient level of authentication / identification against fraudulent transmission and imitative communication deceptions by validating the transmission, message, station or individual.
Security Requirements	SEC77-GA	The Contractor's solution shall implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain electronic protected health information.
Security Requirements	SEC78-GA	The Contractor's solution shall maintain a current list of personnel with authorized access to the space where required (e.g., review and approval of access list and authorization credentials at least once every 180 days, removes personnel from the access list that no longer require access).
Security Requirements	SEC79-GA	The Contractor's solution shall support or regulate connections with other information solutions (e.g., solution of interest to outside of the SMA authorization boundary) through the use of Interconnection Security Agreements. Interconnection Security Agreements document, the interface characteristics, security requirements, and the nature of the information communicated over the connection.
Security Requirements	SEC80-GA	The Contractor's solution shall treat sensitive data in transit which requires confidentiality protection is encrypted when traversing entity boundaries. For data in transit where the only concern is the protection of integrity, hashing techniques and message authentication codes are used instead of encryption.
Security Requirements	SEC81-GA	The Contractor shall support the agency in demonstrating how the solution of interest publicizes copies of the provisions governing the confidential nature of information about applicants and beneficiaries, including the legal sanctions, in addition provide copies of the provision to applicants, beneficiaries and other persons and agencies to whom information is disclosed.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC82-GA	The Contractor shall provide the capability to provide provision of access to an authorized user or request.
Security Requirements	SEC83-GA	The Contractor shall meet the following mandatory minimum Federal and State information security requirements: HIPAA Omnibus Laws, Regulations and Standards: Contractor's solution and services shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HITECH Act, and all implementing regulations (together, the "HIPAA Privacy and Security Rules").
Security Requirements	SEC84-GA	The Contractor shall meet the following mandatory minimum Federal and State information security requirements: NIST Federal Computer Security Requirements and Standards: Contractor's solution and services shall comply with all applicable NIST Special Publication 800-53 Rev 5, "Security and Privacy Controls for Federal Information Systems and Organizations". Applicable Controls shall be based on a Data Security Categorization Risk Level of "Moderate" as defined by the NIST/FIPS 199 Standard. Additionally, the following NIST Federal Standards shall be met: · NIST/FIPS 197, Advanced Encryption Standard and/or other FIPS-approved encryption protocols and cryptographic algorithms. · NIST/FIPS 140-2, Security Requirements for Cryptographic Modules, Security Level 1 or Higher. · NIST Special Publication 800-88, Guidelines for Media Sanitization.
Security Requirements	SEC85-GA	Contractor's system shall limit access to authorized group of stakeholders, if applicable.
Security Requirements	SEC86-GA	Contractor's system must support workforce security awareness through such methods as security reminders (at log on or screen access), training reminders, online training capabilities, and training tracking.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC87-GA	Contractor's system must support SMA in its responsibility for the following: (i) Standard: Security management process. Implement policies and procedures to prevent, detect, contain, and correct security violations. (ii) Implementation specifications: (A) Risk analysis (Required). Conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by the covered entity. (B) Risk management (Required). Implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level to comply with § 164.306(a). (C) Sanction policy (Required). Apply appropriate sanctions against workforce members who fail to comply with the security policies and procedures of the covered entity. (D) Information system activity review (Required). Implement procedures to regularly review records of information system activity, such as audit logs, access reports, and security incident tracking reports.
Security Requirements	SEC88-GA	Contractor's system must demonstrate how the system follows regulations that govern the safeguarding of information about applicants and beneficiaries. The following is the minimal set of information that must be safeguarded: (1) Names and addresses; (2) Medical services provided; (3) Social and economic conditions or circumstances; (4) Agency evaluation of personal information; (5) Medical data, including diagnosis and past history of disease or disability; and (6) Any information received for verifying income eligibility and amount of medical assistance payments. Income information received from SSA or the Internal Revenue Service must be safeguarded according to the requirements of the agency that furnished the data. (7) Any information received in connection with the identification of legally liable third party resources.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC89-GA	Contractor must be able to demonstrate how the System publicizes copies of the provisions governing the confidential nature of information about applicants and beneficiaries, including the legal sanctions, in addition provide copies of the provision to applicants, beneficiaries and other persons and agencies to whom information is disclosed.
Security Requirements	SEC90-GA	Contractor's system must support data integrity through system controls for software program changes and promotion to production.
Security Requirements	SEC91-GA	Contractor's system shall support a user security profile that controls user access rights to data categories and system functions.
Security Requirements	SEC92-GA	Contractor's system must provide right of access and request for access to individuals to protect PHI in a timely manner that allows it to be included in responses to inquiries and report requests.
Security Requirements	SEC93-GA	Contractor's system must contain verification mechanisms that are capable of authenticating authority (as well as identify) for the use or disclosure requested. For example: • Denies general Provider inquiry for recipient eligibility for mental health services • Permits inquiries on claim status only for claims submitted by the inquiring provider.
Security Requirements	SEC94-GA	Contractor's system provides data integrity of ePHI by preventing and detecting improper alteration or destruction (e.g., double keying, message authentication, digital signature, check sums etc.).
Security Requirements	SEC95-GA	Contractor's system shall provide the capability to ensure that all system activity can be traced to a specific user, entity, date and time.
Security Requirements	SEC96-GA	Contractor's system must have the capability to identify and respond to suspected or known security and privacy incidents; mitigate, to the extent practicable, harmful effects of security and privacy incidents that are known to the covered entity or business associate; and document security incidents and their outcomes. (Such as logon attempts that exceed maximum allowed.)
Security Requirements	SEC97-GA	Contractor's system shall log system activity which enables analysts to examine system activity in accordance with audit policies and procedures (error diagnosis, and performance management) adopted by the Medicaid agency.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Security Requirements	SEC98-GA	Contractor's system must support audit controls for hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic protected health information.
Security Requirements	SEC99-GA	Contractor's system must contain indicators that can be set to restrict distribution of ePHI in situations where it would normally be distributed.
Self-Service Portal Requirements	PSER01	The Contractor's solution shall provide a self-service tool that will allow authenticated users to search by provider name (including phonetic search), NPI/API, network(s), location(s) (including city, state and zip code), provider classification(s), provider role, all languages spoken/language accommodations (e.g., English, Spanish, American Sign Language (ASL)), accessibility, gender, and whether or not a provider is accepting new patients. At a minimum the results display shall include: provider name, locations, phone numbers, provider classification(s), provider role, network(s), all languages spoken/language accommodations (e.g., English, Spanish, American Sign Language (ASL)), office hours, accessibility, whether or not a provider is accepting new patients, and any restrictions on the freedom of choice among providers in the public provider locator (e.g., ages served, gender).
Self-Service Portal Requirements	PSER02	The Contractor's solution shall include an online self-service tool allowing authenticated users to view current and all previous warrants.
Self-Service Portal Requirements	PSER03	The Contractor's solution shall support on-line self-service tool for all providers to request an appeal.
Self-Service Portal Requirements	PSER07	The Contractor's solution shall support providing an online self-service tool that allows authenticated users to access and view current and previous remittance advice that can be sorted by various parameters (EFT, date, NPI, etc.).
Self-Service Portal Requirements	PSER08	The Contractor's solution shall provide an online self-service tool for providers to access a provider inbox for messages and notices. The solution shall provide the ability to send, receive, and respond to messages.
Self-Service Portal Requirements	PSER09	The Contractor's solution shall provide an online self-service tool for providers to add or remove provider account users and change user roles for all self-service functions.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Self-Service Portal Requirements	PSER10-GA	The Contractor's solution shall allow individual Providers to submit a request to link or unlink an affiliation with a billing provider. Each relationship shall include an effective date when initiated and an end date when the affiliation is terminated.
Self-Service Portal Requirements	PSER11	The Contractor's solution shall accept, validate and store new and updated provider information entered through the Provider Self Service tool.
Self-Service Portal Requirements	PSER12-GA	The Contractor's solution shall allow authorized billing providers to link and unlink individual Providers from and to billing providers with the ability to link an individual provider to multiple billing providers. Each relationship shall include an effective date when initiated and an end date associated with the termination of the affiliation.
Self-Service Portal Requirements	PSER14	The Contractor's solution shall allow authorized users to view registries for PCCM and other care management programs.
Self-Service Portal Requirements	PSER15	The Contractor's solution shall provide online interactive chat functionality as a reliable transaction channel that allows enrolled and authenticated users to chat directly with a provider enrollment specialist. The chat session shall be recorded, stored, and accessible to internal staff for reference.
Self-Service Portal Requirements	PSER16	The Contractor's solution shall include a configurable self service tool that allows active and inactive providers to update and validate their provider record through direct data entry via the web, based on selected criteria.
Self-Service Portal Requirements	PSER17	The Contractor's solution shall provide a public provider search feature that will allow users to search by provider name (including phonetic search), network, location(s) (including city, state and zip code), provider classification(s), all languages spoken/language accommodations (e.g., English, Spanish, American Sign Language (ASL)), accessibility, gender, and whether or not a provider is accepting new patients. At a minimum the results display shall include: provider name, network(s) location(s), phone numbers, provider classifications, all languages spoken/language accommodations (e.g., English, Spanish, American Sign Language (ASL)), office hours, accessibility, whether or not a provider is accepting new patients, and any restrictions on the freedom of choice among providers in the public provider locator (e.g., ages served, gender).
Self-Service Portal Requirements	PSER22	The Contractor's solution shall provide online key contact information at a minimum by program type and business process.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Self-Service Portal Requirements	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.
Self-Service Portal Requirements	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).
Self-Service Portal Requirements	PSER25	The Contractor's solution shall provide links to relevant web resources (e.g., State and Federal websites, and other entities determined by the State to be appropriate for the self-service portal).
Self-Service Portal Requirements	PSER26	The Contractor's solution shall allow enrolled providers, enrolled trading partners, State users, and other users designated by the State, access to the secure areas of the self-service portal following successful authentication through single sign-on.
Self-Service Portal Requirements	PSER28	The Contractor's solution shall create and present a tracking or confirmation number when provider information is updated via the self-service portal.
Self-Service Portal Requirements	PSER38	The Contractor's solution shall allow an external user to print member eligibility responses or download in PDF format.
Self-Service Portal Requirements	PSER40	The Contractor's solution shall allow authenticated users to download warrants and remittance advice in multiple formats (e.g., Excel or PDF) as directed by the State.
Self-Service Portal Requirements	PSER41	The Contractor's solution shall allow users to view the status of their appeal request.
Self-Service Portal Requirements	PSER44	The Contractor's solution shall allow authenticated users to download or print member registries in Excel and PDF via the System Integrator that will host real time webservices to retrieve member registries information based on counts defined in the webservice and search member based on filter criteria.
Solution Design, Configuration, and Build Requirements	DCB01-GA	The Contractor's Solution shall accommodate provider or provider agent preferences for communications by electronic inbox, written correspondence, email, text, and phone.
Solution Design, Configuration, and Build Requirements	DCB02-GA	The Contractor shall develop and submit a design session schedule, agendas, and minutes for review and approval by the Department within the timeframe specified by the Department.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Solution Design, Configuration, and Build Requirements	DCB03	The Contractor shall conduct collaborative design sessions to address all gaps identified during requirements validation.
Solution Design, Configuration, and Build Requirements	DCB04	The Contractor shall, in the design sessions, recommend solutions for each configuration gap, as defined in requirements validation, that will produce the desired business outcomes. If a gap cannot be addressed via configuration, the Department may consider making policy changes before approving customizations to the solution.
Solution Design, Configuration, and Build Requirements	DCB05-GA	The Contractor shall demonstrate completed Functionality as individual components are completed while the Solution is configured/built, using a fully functioning environment.
Solution Design, Configuration, and Build Requirements	DCB06	The Contractor shall migrate completed releases promptly through various testing levels all the way to User Acceptance Testing (UAT).
Solution Design, Configuration, and Build Requirements	DCB07-GA	The Contractor shall provide the design for the online help approach and documentation.
Solution Design, Configuration, and Build Requirements	DCB08	The Contractor shall work with the Systems Integrator and the Department to establish required interfaces as defined in the detailed scope of work.
Solution Design, Configuration, and Build Requirements	DCB11-GA	The Contractor shall develop auditing and general controls to ensure the effective use of the technical architecture and Data in meeting requirements, such as logging System activity and enabling analysts to examine System activity in accordance with audit policies and procedures (error diagnosis, and performance management) adopted by the Department.
Solution Design, Configuration, and Build Requirements	DCB12-GA	The Contractor must provide all technology and equipment for Contractor Staff necessary to support and complete the Services, Deliverables, scope(s) of work, and obligations described in the Contract, the RFP, Contractor's Response, as well as other written documentation mutually agreed to by the Parties.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Solution Design, Configuration, and Build Requirements	DCB13	The Contractor shall be responsible for operating and maintaining any software needed to support all module components and project tools in use by the Contractor.
Solution Design, Configuration, and Build Requirements	DCB14	The Contractor's solution shall have the ability to print a properly formatted representation of the entire screen (including sections not displayed without scrolling) and associated data in the application.
Solution Design, Configuration, and Build Requirements	DCB15	The Contractor shall provide recommendations for simplified business rules and business processes to the Department.
Solution Design, Configuration, and Build Requirements	DCB18-GA	The Contractor shall configure, support and maintain all components of the Solution in a manner that meets and satisfies the performance expectations described in the Contract, the RFP, Contractor's Response, as well as other written documentation mutually agreed to by the Parties.
Solution Design, Configuration, and Build Requirements	DCB20	The Contractor's solution shall provide Web based content that is supported by standard web browsers and are mobile and tablet compatible.
Solution Design, Configuration, and Build Requirements	DCB21	The Contractor's solution shall allow the Department to edit and change any static text in the application and correspondence templates. All static text must be approved by the Department.
Solution Design, Configuration, and Build Requirements	DCB22-GA	The Contractor's Solution, application User Interface, or associated Interfaces shall provide text titles for frames to facilitate frame identification and navigation, if applicable.
Solution Design, Configuration, and Build Requirements	DCB23-GA	The-Contractor's Solution shall conform to state policy, standards and guidelines as promulgated by the Georgia Technology Authority (GTA), as applicable, and as agreed to by DCH.
Solution Design, Configuration, and Build Requirements	DCB24-GA	The Contractor's Solution shall be accessible via web browser, and mobile devices.
Solution Design, Configuration, and Build Requirements	DCB25-GA	The Contractor shall consider and utilize open standards between Interfaces where feasible.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Solution Design, Configuration, and Build Requirements	DCB26-GA	The Contractor's Solution shall use a modularity approach when creating the system(s) and modularity will be verified through testing that demonstrates compliance with chosen Interface standards and Specifications.
Solution Design, Configuration, and Build Requirements	DCB27-GA	The Contractor shall utilize a widely supported modeling language (e.g., Unified Modeling Language ("UML"), Business Process Model and Notation ("BPMN")) when creating the design documents.
Solution Design, Configuration, and Build Requirements	DCB28-GA	The Contractor's Solution may use a combination of manual and automated business processes; provided, manual processes shall only be used if Contractor cannot employ an automated process due to a legislative (state or federal) mandates or other official regulatory mandate.
Solution Design, Configuration, and Build Requirements	DCB29-GA	The Contractor's solution may use a mix of manual and automated business processes (only use manual processes if you cannot automate due to a legislative mandate).
Solution Design, Configuration, and Build Requirements	DCB30-GA	The Contractor's Solution shall utilize technology-neutral interfaces that localize and minimize impact of new technology insertion.
Solution Design, Configuration, and Build Requirements	DCB31GA	The Contractor shall support technical exchange meetings with the Department, the Department's System Integrator and other parties, as required by the Department, to address Project topics, including but not limited to: data models, data migration, enterprise systems integration, integration testing, change management workflows, Application Programming Interface ("API") analysis, reporting analysis, business rules, Enterprise Content Management (ECM), reference data, Protected Health Information ("PHI") data sharing requirements, and governance participation.
Solution Design, Configuration, and Build Requirements	DCB32-GA	The Contractor shall support the Systems Integrator in the design and definition of APIs and API data formats as required by the Department. This shall include but is not limited to: • Support identifying gaps and issues in existing APIs/Interfaces and data formats. • Providing documentation for the Contractor's Solution's existing APIs or data exchanges. • Review and provide feedback for legacy APIs/Interfaces and data formats.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		Provide feedback on technical Specifications for Interfaces with the Integration Platform.
Solution Financial Information Management Requirements	SFMS01	The Contractor shall research and resolve all TIN Mismatch Reports which show all Tax IDs that have returned a mismatch error from the TIN Matching process.
Solution Financial Information Management Requirements	SFMS02-GA	The Contractor's staff will follow-up with providers regarding any discrepancies identified by the state auditor and the IRS regarding Backup Withholding "B" notices, 1099s, including FEINs. Enter any corrections needed in the applicable state financial system. The Contractor's staff will also follow-up with providers regarding any discrepancies that appear on the TIN Mismatch Report and enter any corrections needed in the Provider Module.
Solution Maintenance Requirements	PMNT01	The Contractor's solution shall have the capability to terminate inactive providers based on criteria determined by the Department for either automatic termination or initiate a workflow for manual termination.
Solution Maintenance Requirements	PMNT02-GA	The Contractor's Solution shall collect and retain electronically all provider documentation (e.g., original application and copies of correspondence) for actively participating providers. For terminated or inactive providers, such records (e.g., original application and copies of correspondence) shall be retained electronically according to record retention requirements contained in the Contract (i.e., 7 years), or for such period of time as is required by Applicable Law.
Solution Maintenance Requirements	PMNT03-GA	The Contractor's Solution shall require, capture and maintain the 10-digit National Provider Identifier ("NPI") for all healthcare providers required to have an NPI and Interface with the National Plan and Provider Enumeration System ("NPES") to verify the NPI is valid.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Solution Maintenance Requirements	PMNT04	The Contractor's solution shall record and display begin and end dates for specific provider enrollment and demographic data (e.g., license, eligibility period, physical address) and provide access to historical provider record information.
Solution Maintenance Requirements	PMNT05-GA	The Contractor shall use a standardized format, developed or approved by the Department, for provider names that, at a minimum, differentiates between the first name, middle name/initial, last name, suffix, Doing Business As ("DBA"), and business or corporate names and allows searches based on each part or a combination of the parts of the provider name.
Solution Maintenance Requirements	PMNT06	The Contractor's solution shall allow provider records to be associated and linked by tax identification number (TIN) and parent organizations.
Solution Maintenance Requirements	PMNT08	The Contractor's solution shall allow for collection and maintenance of site visit, finger printing and background check information (e.g., the type of site visit (e.g., field representative, pre enrollment, program staff), date the site visit/finger print/background check completed, reason and outcome if applicable).
Solution Maintenance Requirements	PMNT09	The Contractor's solution shall collect and maintain licensure information to include at a minimum, licensing state, license number, licensure begin and end dates.
Solution Maintenance Requirements	PMNT10	The Contractor's solution shall collect and maintain the Pay for Performance (P4P) information from Medicare.
Solution Maintenance Requirements	PMNT11	The Contractor's solution shall collect and maintain date specific (as applicable) provider endorsement and accreditation information.
Solution Maintenance Requirements	PMNT12	The Contractor's solution shall collect and maintain malpractice insurance information including expiration date.
Solution Maintenance Requirements	PMNT13	The Contractor's solution shall provide dynamic navigation that allows users to have one click access to additional detail for summary information (e.g., from the providers screen, select a specific location to view location details such as address, contact(s), office hours).
Solution Maintenance Requirements	PMNT14	The Contractor's solution shall collect and store standardized W-9 information that reflects the owner of the EIN and the Doing Business As (DBA) name.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Solution Maintenance Requirements	PMNT15	The Contractor's solution shall provide the capability to reactivate terminated providers without requiring a complete re-enrollment.
Solution Maintenance Requirements	PMNT16-GA	The Contractor's Solution shall track and support provider review schedules to ensure providers continue to meet program eligibility requirements and initiate notification(s) to the provider, Department staff, and other stakeholders such as healthcare programs and other Contractors.
Solution Maintenance Requirements	PMNT17	The Contractor's solution shall accept, validate and store new and updated provider information entered by internal users.
Solution Maintenance Requirements	PMNT18	The Contractor's solution will collect, store, maintain and display current and historical addresses by type (e.g., physical address, correspondence address and billing address) and include begin and end dates.
Solution Maintenance Requirements	PMNT19-GA	The Contractor's Solution will collect, store, maintain, and display current and historical Drug Enforcement Administration ("DEA") number(s) of health care providers (such as a physician, physician assistant, nurse practitioner, optometrist, or dentist) including beginning and end dates.
Solution Maintenance Requirements	PMNT20-GA	The Contractor's Solution will collect, store, maintain, and display provider business relationships for use in provider screening and ongoing monitoring activities. (Business relationships include relationships between various stakeholders in any business network, such as those between employers and employees, employers and business partners, and all of the companies a business associates with (e.g., ownerships and managing entities)).
Solution Maintenance Requirements	PMNT21	The Contractor's solution shall have the ability to perform mass updates to provider information using flexible selection criteria.
Solution Maintenance Requirements	PMNT22	The Contractor's solution shall provide indicators to identify providers that are Fee-for-Service (FFS), Managed Care Organization (MCO) network only, or participating in any other healthcare programs (e.g., medical homes).
Solution Maintenance Requirements	PMNT23	The Contractor's solution shall provide the capability to capture and crosswalk subpart NPIs used by Medicare (but not Medicaid) to facilitate COB claims processing.
Solution Maintenance Requirements	PMNT24	The Contractor's solution shall auto-populate fields with valid data where required.
Solution Maintenance Requirements	PMNT25	The Contractor's solution shall allow internal users to add and view free-form and structure notes on or associated with individual provider files.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Solution Maintenance Requirements	PMNT26-GA	The Contractor's Solution shall allow authorized Department Users to link and unlink individual providers from and to billing providers with the ability to link an individual provider to multiple billing providers. Each relationship shall include an effective date when initiated and an end date associated with the termination of the affiliation.
Solution Maintenance Requirements	PMNT27-GA	The Contractor's Solution shall collect, store, and maintain multiple provider contacts, including but not limited to the contact name, title, contact type, telephone number, email address, web addresses, and location for a minimum of seven (7) years.
Solution Maintenance Requirements	PMNT28	The Contractor's solution shall have the capability to indicate providers who are suspended or under review or investigation and a method for indicating the reason for the suspension or in review status.
Solution Maintenance Requirements	PMNT29	The Contractor's solution shall allow authorized users to enter, view and update provider data (e.g., demographic data, taxonomy, banking information).
Solution Maintenance Requirements	PMNT30-GA	The Contractor's Solution shall allow authorized Users to retroactively update any and all provider data (e.g., demographic data, taxonomy, banking information) that does not cause data integrity issues.
Solution Maintenance Requirements	PMNT31	The Contractor's solution shall store and display geographic codes for provider locations.
Solution Maintenance Requirements	PMNT32-GA	The Contractor's Solution shall have configurable event based workflow to instantiate (i.e., to provide an instance of or concrete evidence in support of a concept, claim, or the like) information requests, correspondence or electronic notifications throughout the entirety of the provider lifecycle.
Solution Maintenance Requirements	PMNT34-GA	The Contractor's Solution shall have the ability to suspend the provider record for providers that fail to respond (or timely respond) to requests (e.g., revalidation, recertification, and updated licensure) in accordance with all federal and State laws, regulations, policies and program rules.
Solution Maintenance Requirements	PMNT35	The Contractor's solution shall allow for mass updates to provider status based on criteria defined by the Department (e.g., group practice changes) and initiate notification to the providers and appropriate programs.
Solution Maintenance Requirements	PMNT36	The Contractor's solution shall have the ability to end date provider participation in specific programs while maintaining participation in other



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		programs and initiate notification(s) to the provider, agency staff, and modules.
Solution Maintenance Requirements	PMNT37	The Contractor's solution shall record and display multiple instances of specific provider enrollment and demographic data (e.g., license, eligibility period, physical address, CLIA levels) and provide access to historical provider record information.
Solution Maintenance Requirements	PMNT38	The Contractor's solution shall validate email addresses associated with the provider account through a confirmation and/or activation email process that requires the user to respond to activate the email account for agency communication.
Solution Maintenance Requirements	PMNT39	The Contractor's solution shall collect and maintain provider data necessary to support other module functions (e.g., claims processing, service authorizations, and reporting functions).
Solution Maintenance Requirements	PMNT40-GA	The Contractor's Solution shall provide the ability to interface with external systems to automate verification and validation of provider information and credentials for enrollment, screening and monthly monitoring (e.g., CMS data matching, licensure, Social Security Administration's Death Master File, the National Plan and Provider Enumeration System ("NPDES"), the List of Excluded Individuals/Entities ("LEIE"), the Excluded Parties List System ("EPLS")), and provide online alerts or notifications via workflow when adverse results or mismatches occur. In addition, Contractor's Solution must track and support the screening of applications (and ongoing provider updates) for National Provider Identifier (NPIs), state licenses, Specialty Board certification as appropriate, review team visits when necessary, and any other state and/or federal requirement.
Solution Maintenance Requirements	PMNT41	The Contractor's solution shall require and capture termination reasons for all provider terminations.
Solution Maintenance Requirements	PMNT43	The Contractor's solution shall provide the ability to capture and store electronic payment information e.g., (credit card, bank account).
Solution Maintenance Requirements	PMNT44	The Contractor's solution shall provide the ability to display payment information (e.g., provider administrative fees).
Solution Maintenance Requirements	PMNT45-GA	The Contractor's Solution shall provide the ability to automatically and manually unlink provider documents/information determined to be unrelated/unconnected to the provider record.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Solution Maintenance Requirements	PMNT46-GA	The Contractor's Solution shall assign classifications (e.g., taxonomies, provider type and specialty) to all providers including atypical providers. Contractor's Solution shall have the capability to limit the classifications (e.g., taxonomy, provider type, specialty, and subspecialty) choices provided to providers during enrollment as defined by the Department/State. Contractor shall analyze and recommend any new taxonomies in the Taxonomy code set maintained by the National Uniform Claim Committee ("NUCC") for inclusion in the System as billable. Contractor shall create and maintain a taxonomy, provider type, specialty, subspecialty crosswalk and recommend any changes to the crosswalk on a periodic timeframe defined by the Department/State. Part of the crosswalk should be a payable indicator that designates the taxonomy as billable.
Solution Maintenance Requirements	PMNT47	The Contractor's solution shall provide the ability to collect and maintain bed data (e.g., nursing home, hospital).
Solution Maintenance Requirements	PMNT48-GA	The Contractor's Solution shall provide the ability to collect and store conditional enrollment and maintenance data that is configurable by provider role (e.g., Ordering, Referring or Prescribing ("ORP"), Rendering, Attending and Billing/Pay to providers) and provider classification (e.g., case manager, physician, home health agency), and displays indicators on the provider record to distinguish the provider role(s) and classifications.
Solution Maintenance Requirements	PMNT49	The Contractor's solution shall automate the identification of providers due to revalidate their enrollment information and initiate notification(s) to the provider, agency staff, and modules.
Solution Maintenance Requirements	PMNT50	The Contractor's solution shall support the ability to compare provider enrollment and revalidation information with PECOS if the provider is enrolled with Medicare. Depending on provider risk category, the solution shall verify completion of the fingerprint background check (if required), payment of application fee (if required) and verify Medicare ownership information matches the provider record in the provider module. If a mismatch is found, create an alert to the designated work group.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Solution Maintenance Requirements	PMNT52	The Contractor's solution shall collect, validate and maintain Clinical Laboratory Improvement Amendments (CLIA) certification information including the level of certification, the specific procedures each laboratory is authorized to perform, effective and end dates, and location of the certification for use in claims adjudication.
Solution Maintenance Requirements	PMNT53-GA	The Contractor's Solution shall indicate providers using electronic claims submissions ("ECS"), electronic funds transfer ("EFT"), and electronic remittance voucher.
Solution Maintenance Requirements	PMNT54	The Contractor's solution shall support communications (e.g., email, SMS, correspondence) to and from providers, track and monitor responses to Department communications.
Solution Maintenance Requirements	PMNT56	The Contractor's solution shall have the ability to assign an individual provider an unlimited number of valid provider classifications (e.g., physician-family practice, physician-oncologist, hospital-acute care, registered nurse-pediatrics).
Solution Maintenance Requirements	PMNT57-GA	The Contractor's Solution shall allow a single provider to have more than one (1) electronic submitter associated with their provider file, and designate one (1) biller to receive 835 files (i.e., an electronic file that contains information about a patient claims, used for the electronic submission of healthcare claims and payments).
Solution Maintenance Requirements	PMNT58-GA	The Contractor's Solution shall automatically and manually link the unique provider number to other provider IDs used elsewhere in the Department. The Solution shall display all provider IDs and a provider ID crosswalk shall be maintained.
Solution Maintenance Requirements	PMNT60-GA	The Contractor's Solution shall be configurable to allow Users to indicate the method of how required documentation will be submitted, excluding mail and facsimile.
Solution Maintenance Requirements	PMNT61	The Contractor's solution shall have configurable workflow to present for validation, updates submitted online/electronically by specific criteria (e.g., program type, data type, risk level).
Solution Maintenance Requirements	PMNT62-GA	Contractor's Solution shall support manual and automatic classification of a provider risk level status. A status of moderate to high shall trigger additional steps and screening.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Solution Maintenance Requirements	PMNT63	The Contractor's solution shall provide the capability for users to review enrollment and revalidation information prior to final submission of the enrollment or revalidated information.
Solution Maintenance Requirements	PMNT65-GA	The Contractor's Solution shall capture and maintain at a minimum, the data set defined in Part 1 of the State Medicaid Manual and provider related Transformed Medicaid Statistical Information System ("T-MSIS") required fields.
Solution Maintenance Requirements	PMNT66	The Contractor shall collect and maintain certifications by specific industry standard or state policy (e.g., NCQA Certification and NCQA Certification Level).
Solution Maintenance Requirements	PMNT67-GA	The Contractor's Solution shall create and support the Out-Of-State Provider Identification.
Solution Maintenance Requirements	PMNT68-GA	The Contractor's Solution shall support the Provider Reactivation Process as determined by the Department.
Solution Testing Requirements	TEST01-GA	The Contractor shall conduct User Acceptance Testing ("UAT") for all System modifications (e.g., Configuration, development, Deficiencies, Maintenance, Enhancement and Mass Adjustment activities and requests).



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Solution Testing Requirements	TEST02-GA	At a minimum, Contractor shall provide segregated environments - as determined by the Department - to support testing processes that are equivalent to the following but not limited to: a. Integration Testing: End-to-end testing performed to expose Deficiencies in the Interfaces and in the interactions between integrated Module components or other systems and validate the System's readiness to meet non-functional requirements. b. System Testing: The process of demonstrating that a program, Function, or integrated System components meets its requirements and objectives as stated in the requirements Specification. c. Regression Testing: Testing of a previously tested Function following modification to ensure that defects have not been introduced or uncovered, as a result of the changes made. It is performed each time the Software or its environment is changed, and typically involves automated testing scripts. d. Parallel Testing: Validates that the System achieves the same results as compared to another system (e.g., a legacy system) or previous software version. e. Performance and Load Testing: Verifies the performance of a system will meet service level agreements and also measures the behavior of the system with increasing load (e.g. number of parallel Users and/or numbers of transactions to determine what load can be handled by the system). f. User Acceptance Testing: Testing conducted by the User or customer to determine whether or not a system satisfies the defined User Acceptance Criteria in an isolated environment.
Solution Testing Requirements	TEST03	The Contractor must identify and resolve interdependencies that restrict or impede required testing of the Contractor's solution, other enterprise modules, or module components from performing required testing. Unless otherwise identified by the State strategies to resolve interdependencies must be reviewed and approved by the State prior to implementing the resolution strategy.
Solution Testing Requirements	TEST04-GA	The Contractor shall perform testing and present the results for each of the following test levels to the Department. Testing shall include, but not be limited to: Units Test results, Performance and Load Test results, System Test results, Parallel Test results, Regression Test results, Integration Test results, Manual and Automated and/or Scripted Test results, and Disaster



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		Recovery Test results. Test results shall be traced to the requirements, use case/user story, and design documentation being tested.
Solution Testing Requirements	TEST05-GA	The Contractor shall provide sufficient environments and resources for the following: a. Synchronize the Software and the Data from the Production environment and testing and impact analysis environment, at a minimum, on a quarterly basis or at the discretion of the Department. b. Synchronize the Software and the Data from the Production environment and training environment following Software deployments. c. Provide a fully functioning online test environment, which includes but is not limited to batch and online programs, files, and supporting systems. d. Provide technical and functional support to create and analyze "what-if" scenarios and compare results between scenarios in the impact analysis environment. Provide an analysis of outcomes in impact analysis environments and other environments, such as Production or test. e. Provide a minimum of read-only access to all environments and tools to the Department, Contractor, IV&V, and other entities as defined by the Department. f. Provide sufficient resources to support the execution of automated regression testing. h. Provide comparative analysis support of all testing results. i. Conduct testing of approved System Configuration changes, corrections or Enhancements or before Implementation. j. Allow Department resources and contractors designated by the Department to create and edit appropriate Data to support testing efforts, including but not limited to provider, member, and reference Data.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Solution Testing Requirements	TEST06	The Contractor shall ensure, in order to release code to UAT or production, it must meet the minimum acceptable defect levels: • Critical: 100% have been resolved. • High: 100% have been resolved. The Contractor shall perform as described within Service Level Agreement #SLA09 for Critical Priority Tickets. The Contractor shall perform as described within Service Level Agreement #SLA10 for High Priority Tickets. The Contractor shall perform as described within Service Level Agreement #SLA11 for Medium Priority Tickets.
Solution Testing Requirements	TEST07-GA	The Contractor shall plan and execute testing for all inbound and outbound Interfaces, ensure accurate and secure Data transmission between the Contractor's Solution and the State's Integration Platform and coordinate with external entities as directed by the Department.
Solution Testing Requirements	TEST08	The Department plans to perform UAT on all software releases as part of the contract. The Contractor's approach to establishing testing environments should not impact the Department's ability to conduct continuous UAT in a separate, dedicated environment.
Solution Testing Requirements	TEST09	The Contractor shall facilitate UAT as follows: - Provide test cases and scripts from previous test levels. - Assist the Department in developing UAT test cases. - Provide a dedicated UAT environment to the Department and maintain the environment as needed to support continuous UAT throughout design, configure/build and testing. - Refresh data, execute processes, and migrate releases or code fixes as requested or on an agreed-upon schedule. - Provide test data. - Provide a mechanism for the Department to enter defects into the online defect-tracking tool.
Solution Testing Requirements	TEST10	The Contractor shall provide Department resources or their designee access to test cases, test results and defect tracking via online tools. The Department reserves the right to inspect artifacts and results at any time.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Solution Testing Requirements	TEST11	The Department reserves the right to conduct independent testing of the solution at any time. The Contractor must cooperate with the Department or its designee, and provide environments, data, and technical support for independent testing.
Solution Testing Requirements	TEST12-GA	The Contractor's testing environments shall be sized to be capable of perfectly mirroring the Production System in its infrastructure, files, databases, Processing, and reporting.
Solution Testing Requirements	TEST13	The Contractor shall work proactively with the State's designated testing resources to review all test results and provide the necessary system and functional information to create verification procedures and user acceptance test cases.
Solution Testing Requirements	TEST14-GA	The Contractor shall coordinate with the Department, System Integrator, and specific Module component vendors to conduct integration testing.
Solution Testing Requirements	TEST19	The Contractor shall develop test criteria and algorithms for expected outcomes prior to production of reports.
Solution Testing Requirements	TEST20	The Contractor shall ensure that the Project Work Plan allocates sufficient time to the State's user acceptance testing activities relative to the detailed scope of work, requirements and gaps, the number of manually executed test cases, and the complexity of module integration. The Contractor will be responsible for extended user acceptance testing if the proposed testing duration is not sufficient for the State to validate the module.
Solution Testing Requirements	TEST21-GA	The Contractor shall establish comprehensive testing environments to ensure the Implementation is thoroughly tested and ongoing policy changes or Enhancements can be verified. Design and data in the Testing environments should be production-like.
Solution Testing Requirements	TEST22-GA	The Contractor's Solution shall have the ability to copy Production Data (e.g. provider, member, claims, etc.) into a test environment, as needed for testing purposes.
Solution Testing Requirements	TEST23-GA	The Contractor shall generate and supply Solution test data (including synthetic or de-identified data). Test data shall approximate Production Data with sufficient fidelity (i.e., degree of exactness) to ensure reliability and accuracy of test results.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Solution Testing Requirements	TEST24-GA	The Contractor shall support System performance and load testing by supplying Solution test data in sufficient volume (amount) - as approved by the Department -in order to represent Production Data quantities.
Solution Testing Requirements	TEST25-GA	The Contractor shall support the development and execution of cross-module integration test scenarios.
Solution Testing Requirements	TEST26-GA	The Contractor shall support System testing and validation during the parallel testing period using Production data supplied by the Legacy MMIS.
Solution Testing Requirements	TEST27-GA	The Contractor shall support enterprise-wide coordinated deployments with the Department's Medicaid Enterprise System Integration Platform ("MES-IP") and other enterprise systems as required. This shall include but is not limited to: • Coordination with the Systems Integrator and other parties; • Coordination of deployments for different environments (e.g., integration testing, PHI environment testing, and production environment); • Coordination with the Systems Integrator and other parties to debug and resolve issues related to deployments; • UAT with Data validation; and • Providing to the Department testing reports and other artifacts as required per deployment.
Solution Testing Requirements	TEST28-GA	The Contractor's Solution shall support parallel testing and validation with the operational Legacy MMIS. This shall include but is not limited to: • Ongoing Data synchronization; • UAT with Data validation; • Providing to the Department testing reports and other artifacts as required per deployment; • Coordination with the Systems Integrator and other participants in release planning and debugging of issues related to deployments; and • Participation in deployment governance involving multiple environments (e.g., for integration testing, PHI environment testing, and Production environment).



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Staffing Requirements	STF01	The Contractor shall provide staffing to perform provider enrollment tasks defined by the Agency to include at a minimum: -Receive, review and verify provider information submitted to the screening process; -Verify provider data against Provider databases and the NPPES; -Notify providers to request additional documentation as needed; -Determine provider status; -Update provider record with all necessary enrollment data; -Process and store provider agreements; -Send financial enrollment data to State's financial system; -Activate provider enrollment for benefits/claims transactions in the Benefits Management system; -Review provider information maintenance requests and all supporting materials; and -Verify provider changes prior to updating the provider records. Staffing levels shall be maintained to meet enrollment process SLA's for timeliness and accuracy.
Staffing Requirements	STF03-GA	The Contractor shall designate at least one (1) in-state (i.e., Georgia) staff position to conduct site visits. This position is considered to be a Key Personnel position. Contractor shall be responsible for making other staff available, as necessary, to meet SLAs for site visits. The Contractor shall provide appropriate updated reporting regarding site visit outcomes within ten (10) Business Days of each site visit.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Staffing Requirements	STF04	The Contractor shall designate a Business Operations Manager to lead the Contractor's Business Operations for Provider Screening, Enrollment and Monitoring, including: -Document Management and Workflow Performance -Provider Data Management -Provider Support Services (training and site visits) -Provider Enrollment Call Center -Financial Enrollment Process coordination with State Auditor's Office (SAO) This position is considered to be a key specific management position
Staffing Requirements	STF05-GA	The Contractor shall prepare training and educational materials (in a format approved by the Department) for use by the Contractor and the Department to educate Contractor and Department staff (including both Parties' contractors and subcontractors), other State Agencies and Providers about the Provider Credentialing Verification Program.
Staffing Requirements	STF06-GA	The Contractor shall implement a formal training program and curriculum, which shall be approved by the Department in writing, for all staff specific to their duties and areas of responsibility. The training program shall, at a minimum, include processes, policies, and procedures' training regarding: 1) The Georgia Medicaid program 2) Medicaid regulations 3) Credentialing 4) Re-credentialing 5) Different Provider types and categories of service and use of checklists for each The training program and curriculum shall also include training regarding the full Functionality of the Provider Credentialing Portal so that all staff are fully capable of using the Portal to complete their job functions and duties.
Staffing Requirements	STF07-GA	The Contractor shall train the trainer in the support of Call Center representatives to accurately respond to Providers' questions about the application and Credentialing/Re-Credentialing process so that the representative can triage calls to the appropriate staff in the event the Provider has mistakenly/erroneously contacted Contractor.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Staffing Requirements	STF08-GA	The Contractor shall develop and provide to the Department, for pre-approval, its staffing plan for implementation and ongoing operations of the Provider Credentialing Verification Program within fourteen (14) Calendar Days of the Contract execution date. The staffing plan shall describe: 1) the Project organization structure 2) job titles 3) job functions 4) roles and responsibilities of the personnel 5) staffing levels 6) training process 7) other resources that Contractor will use to successfully implement and administer the Program 8) provide a listing and resumes of all Key Personnel, and whether each Key Personnel position will be filled by a Contractor employee or a subcontractor to the Contractor 9) Staff communication and retention strategies
Staffing Requirements	STF09-GA	The Contractor shall continue to assess the Staff's ability to complete functions in a timely nature and will take corrective action as necessary. The Contractor shall obtain the Department's written approval prior to reducing staffing and skills levels, and shall increase staffing and skills levels if requirements or standards (either those delineated in the Contract and other written documentation agreed upon by the Parties, as well as those mandated by federal/State law, policies, and programs) are not being met, based on the discretion of the Department.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Staffing Requirements	STF10-GA	If the Contractor shall replace Key Personnel (whether Contractor Key Personnel or a Subcontractor's Key Personnel), the Contractor shall: a. Obtain prior written consent of the Department before reassigning, removing, or replacing Key Personnel and other proposed Project personnel b. Submit to the Department the resumes of replacement candidates for Key Personnel and provide the Department an opportunity to interview and accept potential replacements. c. Name and have a temporary replacement in place, which is acceptable to the Department, within ten (10) Calendar Days of the date a Key Personnel position becomes vacant. d. Refrain from temporarily filling a position with a person who will be simultaneously handling another position. For example, the role of an In-House Support Representative cannot be temporarily filled by a Field Support Representative who will be handling both positions at one time. e. Ensure a permanent replacement is working on the Project within sixty (60) Calendar Days of the date a Key Personnel position becomes vacant.
Staffing Requirements	STF11-GA	The Contractor shall provide the following Key Personnel (of the same or equivalent title and authority) who will have no other client responsibilities other than Georgia Medicaid: a. An Executive Director responsible for managing the Contractor and overseeing any Subcontractor activities and performance. This Key Personnel member shall be located forty (40) miles of the Department offices. b. A Medical Director responsible for chairing the Credentials Verification Organization ("CVO") Credentialing Committee. c. A Credentialing Manager responsible for the performance of the Provider Credentialing/ Re-credentialing specialist staff. d. Provider Credentialing/Re-credentialing Specialists (in accordance with STF13-GA) responsible for activities such as: primary source verification, fraud and abuse verification, Provider inquiries and complaints. e. A full-time qualified Quality Assurance ("QA") Manager responsible for the operation and success of the QA program. The QA Manager shall possess a degree in a field of study relevant to human services and demonstrate at least five (5) years of experience in the development and implementation of Quality Assurance programs.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		f. A Project Manager with a minimum of five (5) years of management experience for government or private sector healthcare payor similar in size and scope to this project and shall be a certified Project Management Professional ("PMP") for at least three (3) to five (5) years. The Project Implementation Manager will be the primary person responsible for coordinating and overseeing completion of Implementation activities, maintaining the Work Plan and allocating Implementation team resources. This person shall be available until time the Department notifies Contractor in writing that Implementation activities have been satisfactorily Completed.
Staffing Requirements	STF12-GA	The Contractor shall meet the following staffing requirements for this Project: A) comply with all federal and State requirements concerning fair employment, employment of the disabled, and the treatment of all employees without regard to race, color, religion, national origin or physical disability. B) comply with all federal and State laws regarding Social Security registration and legal work status of all staff employed or contracted by Contractor and Subcontractor. C) comply with all federal and State laws regarding the Federal Exclusion list, debarment, suspension, and the like, for all staff employed or contracted by Contractor and Subcontractor. D) comply with all federal and State laws outlined in the Contract (including any Appendices, Attachments, or Exhibits). E) provide dedicated resources for face-to-face meetings at Department office(s) and at the Department's discretion when needed. F) provide updated organizational charts at least quarterly or more frequently if: (i) requested by the Department; or (ii) restructuring or



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

		reorganization of staff occurs. G) shall not allow any work to be performed under this Contract to be off-shored outside the United States.
Staffing Requirements	STF13-GA	The Contractor shall conduct criminal background checks for all staff employed or contracted, who: (i) have direct contact with Providers, (ii) have access to State data (call center agents, developers, field reps, etc), and (iii) will need to be on site at Department locations/buildings, within one (1) week of employment using the Department accepted criteria prior to Project participation with results submitted to the Department for review and approval. The Contractor shall immediately dismiss (from the Project) any employee with a background unacceptable to the Department. The Contractor shall adhere to the Department's Criminal History and Background Screening Policy #023 for examples of unacceptable criminal backgrounds. The aforementioned obligations shall be in addition to any other requirements or obligations in the Contract.
Staffing Requirements	STF14-GA	The Contractor shall obtain prior written approval and acceptance from the Department for all Subcontractor(s) and their work locations. The Contractor shall provide written notice to the Department when considering subcontracting Contract services, including provision of the following information for all Subcontractors: A. Subcontractor's name and address B. Subcontractor's qualifications C. Roles and responsibilities to be delegated to Subcontractors D. The estimated percentage of total Contract dollars for each subcontract E. Copy of the Subcontractor contract The Department reserves the right to reject any or all Subcontractors (or replacement Subcontractors).



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Subcontractor Requirements	SUB01-GA	The Contractor may use Subcontractors for no more than forty percent (40%) of the scope of work included in the Contract and any amendments thereto. The Subcontractor forty percent (40%) threshold will be calculated by using the Subcontract dollar value relative to the overall Contract value. If the proposed solution to meet the core Functional requirements (e.g., core product) is a commercially licensed commercial/consumer off-the-shelf ("COTS") or Software-as-a-Service ("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 forty percent (40%) Subcontractor calculation. In Attachment L - Technology Matrix, Contractor 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.
Subcontractor Requirements	SUB02-GA	If the Contractor transfers, sells, conveys, or assigns resources required to fulfill the Contract to a third party, the third party shall be deemed a Subcontractor and the transfer will be subject to the forty percent (40%) Subcontractor limitation outlined in Requirement SUB01, as well as any other requirements outlined in the Contract related to Subcontractors.
Subcontractor Requirements	SUB03	The Contractor shall list all subcontractors, if any, in the proposal.
Subcontractor Requirements	SUB04	The Contractor shall provide a detailed description of all work to be subcontracted to third parties.
Subcontractor Requirements	SUB05-GA	The Contractor must submit to the Department, at least annually, a Subcontractor Usage Report regarding the use of Subcontractors and certify that all Subcontractors are in compliance with the employment practices mandated by applicable federal and State statutes and regulations, as well as any Department policies and programs and the terms of the Contract. The Subcontractor Usage Report must at a minimum contain the total Subcontract dollar value, total Subcontractor Full-Time Equivalent's ("FTE's"), total Subcontractor hours. Notwithstanding the foregoing, Contractor shall provide the Subcontractor Usage Report at any time upon a request by the Department.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Subcontractor Requirements	SUB06-GA	The Contractor shall ensure and require that all Subcontractors enter into a signed Business Associate Agreement (BAA) as a part of the Subcontractor contract, that is in compliance with the Privacy and Security provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) prior to start of any work. The BAA shall be in the form indicated in Appendix J (i.e., the Department's standard Business Associate Agreement).
Subcontractor Requirements	SUB07-GA	The Contractor shall allow Department personnel direct access to all Subcontractors or third-party personnel on the Project and shall not act as an intermediary between the Department and such parties for questions about the proposed Solution or operation of the proposed Solution. The Department reserves the right to discuss design, Configuration, Implementation, Operations, Maintenance, and Enhancement(s) of the proposed Solution directly with any Subcontractors or third parties involved in performing work for the Department.
Subcontractor Requirements	SUB08	The Department shall have the right to review and approve any subcontracts through the Contractor.
Training Requirements	TRN01	The Contractor shall provide technical training to agency project resources and designated contractors to develop an understanding of how to monitor the system using available tools and dashboards while leveraging technical and functional documentation and/or reports.
Training Requirements	TRN04	The Contractor shall update training materials when changes occur.
Training Requirements	TRN05	The Contractor shall collaborate with the agency to finalize a training schedule.
Training Requirements	TRN06	The Contractor shall maintain and update the training environment with training data to use during user training.
Training Requirements	TRN07	The Contractor shall provide train-the-trainer sessions for Agency resources or designated agency resources and other staff responsible for training.
Training Requirements	TRN08	The Contractor shall utilize a variety of delivery methods to best meet the training objectives. Examples include online self-paced training presentations, in-person classroom setting, written material, and demonstrations.
Training Requirements	TRN09	The Contractor must provide training necessary to support new functionality and/or major software releases that materially change the user interaction.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Training Requirements	TRN10	The Contractor shall provide training to Agency staff and other designated module vendors on the overall data management strategy and investigating data or process issues related to module integration.
Training Requirements	TRN11	The Contractor shall develop and maintain electronic training guides and materials to support the Train the Trainer instruction.
Training Requirements	TRN13	The Contractor shall provide training and support to State staff and individuals designated by the State (e.g., IV&V, QA/QC vendor), on the use of DDI tools provided by the contractor. This may include traceability tools, document repositories and testing tools.
Training Requirements	TRN14	The Contractor shall provide training on the system for UAT testers. The Contractor shall provide updated User and System Documentation to UAT testers to support the UAT effort.
Training Requirements	TRN15-GA	The Contractor shall conduct training for identified system/component users on the system and upon updated functionality prior to the initial production deployment and within 45 days of each major release into the Production environment.
Training Requirements	TRN16	The Contractor's solution shall provide web-based video instruction.
Training Requirements	TRN17	The Contractor shall develop and provide as necessary, training for the Provider Community. The training must be structured to address the Contractor's solution functionality for enrollment, maintenance, and revalidation.
Training Requirements	TRN18-GA	The Contractor shall conduct Provider training sessions on a frequency as determined by the State in each of the provider regions. These training sessions shall address numerous topics including but not limited to the following: A) UI, User Interface (UI) and IVR; B) The submission of claims, both paper and electronic; C) Claim adjustments; D) The use of RAs; E) Requesting Prior Authorizations/Precertification and referrals; and F) Verifying Client eligibility and benefits.
Training Requirements	TRN19-GA	The Contractor shall offer training to all providers and office staff who will be submitting provider enrollment applications.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Training Requirements	TRN20-GA	The Contractor shall provide special training related to policy changes affecting specific providers prior to implementation of new policies and services.
Training Requirements	TRN21-GA	The Contractor shall train Contractor provider communications staff in enrollment procedures, policies and telephone etiquette. The Contractor shall provide for periodic training by telephone operators.
Training Requirements	TRN22-GA	The Contractor shall use field representatives to provide provider enrollment training and assistance to Medicaid/Peachcare for Kids providers. This staff must be assigned to locations designated by the state. Any changes in the assigned location of the provider field representatives must be approved by the Agency (DCH).
Training Requirements	TRN23-GA	The Contractor shall be responsible for developing and delivering a broad spectrum of comprehensive training programs and related documentation and materials. The training materials and approach shall include sufficient information for trainees to accurately and efficiently perform Provider tasks. All training materials and approach must be approved by the State.
Training Requirements	TRN24-GA	The Contractor shall: 1. Ensure the training logistics needed to facilitate trainings, including but not limited to facilities and equipment. The facilities shall provide standard meeting/conference equipment (projector, screen, microphone, slide progressor/clicker) for training purposes. Contractor is expected to provide training modules (online training system/portal), material, on-site trainer, new and pre-recorded videos/webinars, etc.; 2. Ensure training readiness and provisions to begin training ninety (90) business days prior to the Go-Live Date or according to a DCH-approved Training Schedule.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Training Requirements	TRN25-GA	The Contractor shall: 1. Ensure that on-site training sessions for DCH-approved Provider Module Stakeholders shall be held in or near the following Georgia cities at a minimum prior to the Go-Live Date and annually, according to a DCH-approved Training Schedule: a. Atlanta b. Albany c. Augusta d. Macon e. Tifton f. Cartersville g. Savannah 2. Understand that DCH has the right to add additional on-site training sessions in the minimally required cities or add new locations to the Training Plan as needed, in accordance with the Change Management Process.
Training Requirements	TRN26-GA	The Contractor shall: 1. Provide, at a minimum, six (6) “live” webinar trainings and accompanying training material for Provider personnel according to a DCH-approved Training Schedule; and 2. Understand that DCH has the right to add additional webinar training sessions for the Provider communities sixty (60) days prior to the Go-Live Date and throughout Operations.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Training Requirements	TRN27-GA	The Contractor shall: 1. Coordinate training with all EVV system training participants using a training calendar or similar organizational tool; 2. Maintain a record of individuals completing training and include the name of the individual trained, the date of training, the specific training completed (e.g., for what type of user), and whether the training was in person or web-based; and 3. Monitor the assignment of unique user identification, including tracking and outreach to probable users to ensure all users have a unique identifier prior to or upon the date of the Go-Live Date.
Training Requirements	TRN28-GA	The Contractor shall ensure that all training sessions (live or web-based) and training materials are accessible for individuals with Limited English Proficiency. Contractor shall provide an independent verification or attestation of the accuracy of all requested translations made pursuant to this section to DCH.
Training Requirements	TRN29-GA	The Contractor shall provide a training environment beginning thirty (30) calendar days prior to User Acceptance Testing (UAT) and continue the environment through the Operations Phases for Stakeholder usage. At a minimum, the training environment shall: 1) Contain capacity for ten (10) simultaneous scenarios; 2) Have different scenarios available for training; and 3) Remain current throughout the life of the Contract.
Workflow Requirements	WKF01	The Contractor's workflow solution shall provide a runtime engine that facilitates process events throughout the work type lifecycle.
Workflow Requirements	WKF02	The Contractor's workflow solution shall provide configurable work distribution and redistribution based on work type, worker skill, priority, and age of work which can be configured by the State.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Workflow Requirements	WKF03	The Contractor's workflow solution shall provide a user-friendly Graphical User Interface (GUI) for process definition, execution, monitoring, and management. Support a role-based interface for process definition that leads the user through the steps of defining the workflow associated with a business process including processes that are managed by Department staff only, and that captures all the information needed by the workflow engine to execute that process.
Workflow Requirements	WKF04	The Contractor shall support and assist the Department in mapping all business processes and subprocesses to the workflow application and in transitioning from manual to automated process execution.
Workflow Requirements	WKF05	The Contractor's workflow solution shall support work-type processing that includes internal and external dependencies.
Workflow Requirements	WKF06	The Contractor's workflow solution shall provide the ability to view alerts and/or reminders by user, by work-type.
Workflow Requirements	WKF08	The Contractor's workflow solution shall automatically set the state of the work item, based on the processing steps when completed to provide transparent, accurate status of the work at all times.
Workflow Requirements	WKF09-GA	The Contractor's workflow solution shall provide supervisors (as determined by the Department) access and control of work by type and by User.
Workflow Requirements	WKF11-GA	The Contractor's workflow engine shall be configured to support capturing business processes using Business Process Model and Notation (BPMN) 2.0 or later, even if the engine uses a separate coding of the rules for execution.
Workflow Requirements	WKF12-GA	The Contractor's workflow engine shall be configured to support the establishment of work queues allowing in-process knowledge, data, and documentation to flow from one-solution to another solution.
Workflow Requirements	WKF13-GA	The Contractor's workflow engine shall be configured to support workflow access, assignments, and execution for all essential aspects of the business processes (e.g., provider enrollment, provider screening, client communications).
Workflow Requirements	WKF14-GA	The Contractor shall configure, support and maintain a configurable document management, and workflow, and establish interface to the Business Operations Center solution that meets the State's requirements. The Contractor's Solution shall include an integrated content management solution that meets the State's requirements.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Workflow Requirements	WKF16	The Contractor's solution shall deliver automated business process/workflow management to support the establishment of work queues via an assigned worker portal allowing in-process knowledge, data, and documentation to route from one worker's queue to another as well as across solutions. The Contractor's solution shall ensure compliance with defined processes.
Workflow Requirements	WKF17	The Contractor shall configure, support and maintain a configurable document management and workflow solution that meets the State's requirements.
Workflow Requirements	WKF18	The Contractor shall have configurable workflow processes to support auto notifications to providers for specific events (e.g., license expiration, revalidation).
Workflow Requirements	WKF19	The Contractor shall provide links to screening and monitoring databases in the workflow tool if the data isn't available via an automated interface.
Workflow Requirements	WKF20	The Contractor's solution shall have configurable workflow to present for validation, updates submitted online/electronically by specific criteria (e.g., program type, data type, risk level).



EXHIBIT 4 – REVISED APPENDIX B – PERFORMANCE STANDARDS



EXHIBIT 4 - REVISED APPENDIX B – PERFORMANCE STANDARDS

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA01-GA	Contractor shall obtain Acceptance for each Deliverable by the due date (i.e., Acceptance date) indicated in the Work Plan (excluding Implementation Acceptance as defined in Performance Standard #SLA67-GA). Only the Department's affirmative act of transmitting written approval of a Deliverable will be deemed as Acceptance by the Department of such Deliverable.	Contractor shall pay \$500.00 per Deliverable per Business Day after the due date in the Work Plan for failure to meet the agreed upon Performance Standard. For cases in which the Department approval requires resubmissions of a given Deliverable, the days under Department review will not be counted in the liquidated damages assessment.	
SLA02-GA	Contractor is required to obtain Acceptance for each Deliverable in accordance with the process defined in Subsection 7.3 of the Contract, within its first two (2) submissions to the Department. A Deliverable that has a Deficiency, including but not limited to, not being compliant with the Acceptance Criteria as defined in the applicable Deliverable Expectation Document ("DED"), will not receive Acceptance.	Contractor shall pay-\$500.00 per Deliverable per Business Day starting on the day the second (2nd) submission of a Deliverable is rejected (i.e., not accepted) by the Department until the date such Deliverable receives Acceptance from the Department.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA03-GA	Contractor shall deliver meeting agendas to all meeting invitees at least twenty-four (24) clock hours before the start of a scheduled meeting. Scheduled meetings include any reoccurring project meetings (including weekly status meetings), meetings identified in the Work Plan or any meeting requested by the Department with at least 48 clock hours' written notice. Such meetings may be conducted in-person, by telephone conference call, videoconference, and/or web conference in the Department's sole discretion. Contractor shall deliver the meeting minutes to all meeting attendees (as well as original meeting invitees) within two (2) Business Days of all scheduled meetings.	Contractor shall pay \$100.00 for each scheduled meeting for which the corresponding meeting agenda is not delivered at least twenty-four (24) clock hours before the start of the scheduled meeting. Additionally, Contractor shall pay \$100.00 per Business Day per occurrence for meeting minutes not delivered within two (2) Business Days of the scheduled meeting.	
SLA05-GA	Contractor must provide a qualified fulltime substitute (i.e., temporary replacement) within ten (10) Business Days of the date the Key Personnel position becomes vacant. The definition of a qualified substitute is someone meeting the requirements of the RFP and the Contract (including but not limited to meeting the minimum knowledge, skills, and abilities of their predecessor), as well as any other written documentation agreed to by the Parties and is a resource not performing under dual Key Personnel roles. This Performance Standard will not be deemed to have been met if the qualified substitute (i.e., temporary replacement) fails to remain in such position until it is filled with a permanent replacement.	Contractor shall pay \$1,000.00 per Business Day after 10 consecutive Business Days for each Key Personnel that position remains vacant (without a qualified fulltime substitute) starting on the 11th consecutive Business Day from the date the Key Personnel position became vacant.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA06-GA	Contractor shall, in accordance with the Contract and the RFP, fill each Key Personnel position with a permanent fulltime replacement within sixty (60) Calendar Days of the date the Key Personnel position becomes vacant. A position is considered vacant even with a substitute (i.e., temporary replacement) serving in that role. Key Personnel positions shall not be permanently filled with employees who will fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibilities for another position. Any replacement staff must meet the requirements of the RFP and the Contract (including but not limited to meeting the minimum knowledge, skills, and abilities of their predecessor) as well as any other written documentation agreed to by the Parties.	Contractor shall pay \$1,000.00 per calendar day for each Key Personnel position that is not permanently filled (with a permanent fulltime replacement) starting on the 61st calendar day from the date the Key Personnel position becomes vacant.	
SLA09-GA	Contract shall ensure that all Critical Priority-level tickets (e.g., Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are completed, accepted, and Implemented by their respective Required Implementation Dates. The Department will establish the Priority-level and the Required Implementation Date for each ticket based on the Department 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. The Department may, in its sole discretion, incorporate the Contractor's feedback.	Contractor shall pay \$1,500.00 per Business Day per each Critical Priority-level ticket that has not been completed, accepted and Implemented by its respective Required Implementation Date.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA10- GA	Contractor shall ensure that at least 80% of all High Priority-level tickets (e.g., Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are Implemented by the Required Implementation Date. Contractor shall ensure that 100% of all High Priority-level tickets (Enhancements, Defects, Maintenance, Research, Configuration and Mass Adjustments) are Implemented within five Business Days of the Required Implementation Date. The Department will establish the Priority level and their respective Required Implementation Date for each ticket based on the Department 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. The Department may, in its sole discretion, incorporate the Contractor's feedback.	Contractor shall pay \$2,000.00 per occurrence (i.e., per month) if less than 80% of High Priority-level tickets have not been Implemented by the Required Implementation Date. Additionally, Contractor shall pay \$1,000.00 per Business Day for each High Priority-level ticket that has not been Implemented within five (5) Business Days of the Required Implementation Date.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA11- GA	Contractor shall ensure that at least 75% of all Medium Priority-level tickets (e.g., Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are Implemented by their respective Required Implementation Date. Contractor shall ensure that 100% of all Medium Priority-level tickets (e.g., Enhancements, Defects, Maintenance, Research, Configuration and Mass Adjustments) are Implemented within ten (10) Business Days of their respective Required Implementation Date. The Department will establish the Priority level and the Required Implementation Date for each ticket based on the Department 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. The Department may, in its sole discretion, incorporate the Contractor's feedback.	Contractor shall pay \$1,000.00 per occurrence (i.e., per month) if less than 75% of Medium Priority-level tickets have not been Implemented by their respective Required Implementation Date. Additionally, Contractor shall pay \$500.00 per Business Day for each High Priority-level ticket that has not been Implemented within ten (10) Business Days of its Required Implementation Date.	
SLA12- GA	Contractor shall comply with all terms and conditions of all licensing agreements (including but not limited to licensing agreements between Contractor and licensor and end-user agreements for technologies that the Department procures or provides to Contractor) required to support the Solution and Services.	Contractor shall: (i) pay the cost of the licenses (including but not limited to, the annual licensing cost, annual support/maintenance costs, and replacement costs such as administrative and procurement costs incurred by the Department); and (ii) in instances where the licensor assesses damages against the Department, pay the damages assessed by the licensor.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA14-GA	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. In addition, the Department's Acceptance Testing must also show proof of successful Implementation with 100% compliance with all Specifications.	Contractor shall pay \$5,000.00 for each instance in which the Department's post-submission User Acceptance testing reveals that the Contractor's Solution has not met the Specifications defined for the Implementation.	
SLA15-GA	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.	Contractor shall pay \$5,000.00 per environment per month in which Contractor does not maintain an environment as mutually agreed upon.	
SLA16-GA	Contractor shall document all business rules applicable to the functioning of the Module into a Business Rules Document (BRD). The BRD must be updated to reflect any changes to the business rules (i.e., rules added, amended, and/or withdrawn) within ten (10) Business Days of the Implementation of any change.	Contractor shall pay \$100.00 per Business Day for each instance it fails to meet any part of the agreed upon Performance Standard.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA17-GA	Contractor's Solution shall ensure 100% of all Data Interfaces identified for the State's Integration Platform integration are managed and orchestrated by the Integration Platform.	Contractor shall pay \$5,000.00 per Data Interface per month in which an Interface within the State's Integration Platform integration scope of work is not managed and orchestrated by the Integration Platform.	
SLA21-GA	Contractor shall document all Configuration items applicable to the Solution and update Documentation within ten (10) Business Days of the Implementation of a change.	Contractor shall pay \$100.00 per Configuration item per Business Day for failure to meet the agreed upon Performance Standard.	
SLA22-GA	Contractor shall ensure that the Data integrity error rate (including routing errors) of any transaction within the PSM Module is less than .001%. This SLA shall be measured on an overall monthly basis.	Contractor shall pay \$5,000.00 per month if error rate exceeds .001% in any given month.	
SLA25-GA	Contractor's Solution shall ensure Data received from real-time Interfaces will be accessible to Users in the Module within four (4) seconds at least 99% of the time (measured on a monthly basis), excluding batch interface updates. Performance is measured by a mutually agreed upon predefined sample measuring the time (via timestamp) Data was received against the time the Data is available to query in the Module database or presented to the User via a Module User interface.	Contractor shall pay \$2,000.00 per month if User accessibility based on the sample is greater than four (4) seconds for more than 1% of the sample.	
SLA26-GA	Contractor's Solution average response time (measured on a monthly basis) for User-initiated functionality related to the Data store for queries shall not exceed sixty (60) seconds. Performance is measured by a predefined query for a mutually agreed upon predefined sample.	Contractor shall pay \$5,000.00 per month if the monthly average response time is greater than sixty (60) seconds for queries.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA27-GA	Contractor's Solution shall maintain a monthly average User Interface response time of two (2) seconds or less per discrete transaction that does not include a call to the integration platform.	Contractor shall pay \$1,000.00 per month if the monthly average-User Interface response time is greater than two (2) seconds per discrete transaction, unless the response time exceeding two (2) seconds is due to circumstances beyond the control of Contractor.	
SLA28-GA	Contractor's Solution response time for adding, updating, or deleting Data from operational components shall not exceed three (3) seconds per action. Performance is measured by a mutually agreed upon 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.	Contractor shall pay \$1,000.00 per month if monthly average response time is greater than three (3) seconds per action.	
SLA29-GA	Contractor must ensure all of the required Interfaces for the Module operate in accordance with the Specifications, without degradation in performance.	Contractor shall pay \$1,000.00 per occurrence if any of the required Interfaces fail this Performance Standard, in accordance with Specifications per Interface.	
SLA31-GA	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 close of the first Business Day following the end of the reporting period. B. Monthly Reports – by the close of the fifth Business Day following the end of the reporting period. C. Quarterly Reports – by the close of the fifth Business Day following the end of the reporting period. D. Annual Reports – by the close of the twentieth Business Day following the end of the reporting period.	Contractor shall pay \$500.00 per Business Day per Report for failure to meet the agreed upon Performance Standard.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA34-GA	Contractor must, in the event of an unscheduled Module Downtime, restore Availability (including ensuring the Module is fully Operational), using procedures approved in the Business Continuity and Disaster Recovery Plan within four (4) hours from the start of the unscheduled Downtime.	Contractor shall pay the liquidated damages, as specified below, for failure to meet the Performance Standard timeframes: \$5,000 per 24-hour period 0 to 72 hours beyond Performance Standard. \$6,000 per 24-hour period 73 to 168 hours beyond Performance Standard. \$7,000 per 24-hour period > 169 hours beyond Performance Standard.	
SLA35-GA	Contractor shall provide an alternate business site, which meets the requirements of the RFP and the Contract, if Contractor's primary business site becomes unsafe or inoperable. The alternate business site must be Available and fully Operational within two (2) Calendar Days of the primary business site becoming unsafe or inoperable.	Contractor shall pay \$5,000.00 for each day the alternate business site is not Available to support full business Operations for the Department beyond two (2) Calendar Days of the primary business site becoming unsafe or inoperable.	
SLA36-GA	Contractor shall provide detailed Disaster Recovery Plan test results annually to the Department within thirty (30) days of test completion. The Parties agree that the Contractor has not successfully met this obligation until Department validates and accepts the test results.	Contractor shall pay \$500.00 per day beyond the Performance Standard until the detailed Disaster Recovery Plan test results are delivered to and validated and approved by the Department. Liquidated Damages will not be assessed for any days the results are under review by the Department.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA39-GA	Contractor shall request, in writing, any planned Downtime due to scheduled upgrades or Maintenance, outside the normal Maintenance Window, to the Department at least five (5) Business Days prior to such Downtime. Unless the Department affirmatively approves, in writing, it does not qualify as approved Scheduled Downtime, but rather shall be considered unscheduled Downtime.	Contractor shall pay \$1,000.00 per occurrence if the written request for planned Downtime is made less than five (5) Business Days prior to such Downtime.	
SLA40-GA	Contractor shall: a. notify the Department, in writing, of any Emergency Deficiencies (defined and determined by the Department as a complete failure of the solution, a component, or critical functional area within the solution/system or an issue causing severe financial or productivity implications to the Department, including Module Downtime, which does not permit operation and no workaround exists) within one (1) hour of the Deficiency occurring or within thirty (30) minutes of Contractor becoming aware of the Deficiency, whichever is earlier. b. submit its plan for resolution, which meets the requirements of the Contract as well as any documentation agreed upon in writing by the Parties), within four (4) hours of the notification of the Deficiency to the Department. c. resolve the Deficiency within twenty-four (24) hours of obtaining written approval from the Department of the plan for resolution.	Contractor shall pay \$500.00 per hour for failure to meet any of the Performance Standard timeframes (a, b, and c). For the avoidance of doubt, for each individual Performance Standard (a, b, or c) that is not met, liquidated damages shall be assessed. Any time spent by the Department reviewing the deficiency resolution plan will not be included in the assessment of liquidated damages under this SLA.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA41-GA	Contractor shall: a. notify the Department, in writing, of any Major Deficiencies (defined and determined by the Department as causing serious disruption to Operations and Services including Department business (i.e., business functions may be degraded but allows operation to continue at a lower rate of performance), where the alternative or work around is not obvious and difficult) within one (1) hour of Contractor becoming aware of the Deficiency. b. submit its plan for resolution, which meets the requirements of the Contract as well as any documentation agreed upon in writing by the Parties), within four (4) hours of the notification of the Deficiency to the Department. c. resolve the Deficiency within thirty-six (36) hours of obtaining written approval from the Department of the plan for resolution.	Contractor shall pay \$500.00 per hour for failure to meet any of the Performance Standard timeframes (a, b, and c). For the avoidance of doubt, for each individual Performance Standard (a, b, or c) that is not met, liquidated damages shall be assessed. Any time spent by the Department reviewing the deficiency resolution plan will not be included in the assessment of liquidated damages under this SLA.	
SLA42-GA	Contractor shall notify the Department, in writing, of any Moderate Deficiency, (defined and determined by the Department as an issue that affects a small number of users, causes inconvenience, or delays business or prevents use of a fully supported Service (i.e., issue does not significantly disrupt system/solution use (i.e., the overall system/solution and user processing can continue), has a manageable workaround which is acceptable to the Department) within twenty-four (24) hours of Contractor becoming aware of the Deficiency.	Contractor shall pay \$2,500.00 per occurrence the Department is not notified of a Moderate Deficiency within the Performance Standard timeframe.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA44-GA	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 verify the number of members potentially affected.	Contractor shall pay 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-GA	Contractor (including Contractor's Module) shall adhere to all 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 (or Contractor's Module) is out of compliance, a mitigation plan to regain compliance (which meets the requirements of the Contract as well as any documentation agreed upon in writing by the Parties) is due to the Department within ten (10) Business Days. Mitigation and testing shall be completed in the timeframe defined in the mitigation plan.	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 \$5,000 a day until the Module is in compliance.	
SLA47-GA	Contractor shall prevent any User or system administrator from having a shared account and close the shared account immediately.	Contractor shall pay \$5,000.00 per occurrence in which a shared account is identified, plus \$500 per day from the date the shared account is identified until the date the shared account is closed.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA48-GA	Contractor shall submit a risk mitigation plan (which meets the requirements of the Contract as well as any documentation agreed upon in writing by the Parties) to the Department within five (5) Business Days of risk identification for each High or Critical Project risk. Identification of the risk occurs at the time the Department determines the Priority level of each Project risk. The Parties agree that the Contractor has not successfully met this obligation until Department accepts the risk mitigation plan. The Department's determination regarding the Priority level shall be conclusive and not subject to appeal by Contractor.	Contractor shall pay \$2,500.00 per Business Day beyond the Performance Standard for each High or Critical Project risk for failure to meet the agreed upon Performance Standard. Any time spent by the Department reviewing the risk mitigation plan will not be included in the assessment of liquidated damages under this SLA.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA51- GA	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 Contract Execution, 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.	Contractor shall 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.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA52-GA	Contractor shall work cooperatively with all other contractors and offer timely support in integrating Solutions within the State's healthcare programs enterprise. Timely support shall include: (i) scheduling a meeting within five (5) Business Days; (ii) reviewing all applicable documentation within five (5) Business Days; and (iii) scheduling of testing within five (5) Business Days. Furthermore, Contractor shall ensure the appropriate Contractor Staff is engaged in providing such support. The Five (5) Business Days' period begins on the day a support request is made by the Department or another contractor.	Contractor shall pay \$1,500.00 per occurrence in which the Performance Standard is not met.	
SLA53-GA	Contractor shall ensure that 100% of all Data converted is correctly mapped and able to be processed by the Module (i.e., usable) by each scheduled interval conversion completion date as agreed upon and reflected in the Work Plan.	Contractor shall pay \$2,500.00 per day in which less than 100% of all Data converted is correctly mapped and usable beyond interval conversion completion dates as agreed upon and reflected in the Work Plan.	
SLA54-GA	Contractor is required to maintain a Data dictionary, that is accessible electronically. Such Data dictionary shall be updated within five (5) Business Days of any Implemented change to the Functionality of the Module.	Contractor shall pay \$1,000.00 per Business Day in which the Data dictionary is not updated to reflect/match the current Functionality of the Module within the Performance Standard timeframe.	
SLA60-GA	Contractor shall maintain up-to-date System Design Documentation and System Documentation. Documentation shall be updated within ten (10) Business Days of the Implementation of a change.	Contractor shall pay \$100.00 per document per day beyond the Performance Standard.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA61-GA	Contractor shall maintain up-to-date functional Documentation, including but not limited to System Design Documentation, System Documentation, User Documentation and the Operation Procedures Manual. Documentation shall be updated within ten (10) Business Days of the Implementation of a change.	Contractor shall pay \$100.00 per document per day beyond the Performance Standard.	
SLA62-GA	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.	The Department shall assess the liquidated damages for the duration of time in which the required number of concurrent Users do not have access, as specified below for failure to meet the Performance Standard: 0 - 2 hours: \$0 (cure period) 2 hours and over: \$250.00 for every full hour	
SLA63-GA	Contractor shall Implement patches and corrections to mitigate security vulnerabilities determined Critical within three (3) Business Days and those determined Major within ten (10) Business Days. The Department will determine the level of criticality, which shall be conclusive and not subject to appeal by Contractor.	Contractor shall pay \$5,000.00 per security vulnerability if the corresponding patch or correction is not Implemented within the Performance Standard timeframe.	
SLA64-GA	Contractor will, prior to public release or dissemination, obtain written approval from the Department for any and all advertising and publicity artefacts related to the Contract, including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor.	Contractor shall pay \$5,000.00 for each advertising or publicity artefact in which the Department did not approve, in writing, prior to being publicly released or disseminated.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA65-GA	Damages shall be assessed if Contractor fails to meet other Contract and RFP requirements. The performance criteria will have a mutually agreed upon performance measure and scoring mechanism established in this Contract through negotiation with Contractor.	Contractor shall be assessed damages equal to \$500.00 per day for each day that Contractor fails to meet Contract and RFP requirements without specified liquidated or actual damages.	
SLA66-GA	Contractor shall submit a proposed solution as well as the associated pool hours/cost for each Department Change Request for an Enhancement within: (a) Ten (10) days of the Request for low complexity Enhancements; (b) Twenty (20) days of the Request for medium complexity Enhancements; and (c) Thirty (30) days of the Request for high complexity Enhancements. The Department will determine the level of complexity, which shall be conclusive and not subject to appeal by Contractor. The following terms, as defined below, are applicable to this SLA: Low Complexity Enhancements: Enhancements or changes which take less than 8 hours to complete and deliver Medium Complexity Enhancements: Enhancements or changes which take from Greater than 8 hours to no more than 40 Hours to complete and deliver High Complexity Enhancements: Enhancements or changes which take greater than 40 Hours to complete and deliver	Contractor shall pay \$200.00 per day for each Department Change Request for an Enhancement not received by the Department within the Performance Standard timeframe.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA67-GA	For each scheduled Implementation, Contractor shall ensure such Implementation is Operational (in accordance with its applicable Specifications) and has received Acceptance from the Department (in accordance with the process described in Section 7.3) no later than the Acceptance date in the Work Plan.	The Department shall assess liquidated damages as noted below for each Business Day after the Acceptance date in the Work Plan: 1 to 10 Business Days: \$1,000.00 per Business Day for each Implementation. 11 to 15 Business Days: \$2,000.00 per Business Day for each Implementation 16 to 20 Business Days: \$3,000.00 per Business Day for each Implementation. 21 Business Days and over: \$4,000.00 per Business Day for each Implementation Business Day thereafter.	
SLA68-GA	Contractor shall notify the Department within the time period(s) described in the Business Associates Agreement (Appendix J) following the identification of any potential or actual Security Incident, including, but not limited to, 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 (2) hours following the identification of each potential or actual Security Incident.	Contractor shall pay: (i) \$2,500 per Security Incident per day in which the Department is not notified by Contractor of such incident within the time period described in the Business Associates Agreement for identification. (ii) \$2,500 per occurrence that Contractor fails to take corrective action to mitigate a potential or actual Security Incident within two (2) hours following the identification of each incident.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA69-GA	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).	Contractor shall pay \$1,000.00 per Security Incident per day in which Contractor fails to provide the Department with a detailed Security Incident report.	
SLA70-GA	Contractor shall ensure that the Department defined data extract is supplied accurately and in an uncorrupted, readable manner to the Data Warehouse. The Contractor shall supply the response file(s) in the format requested by the Department by the date and time (weekly) agreed upon, in writing, by the Parties.	Contractor shall pay \$500.00 for each twenty-four (24) hour period after the agreed upon date and time in which an accurate and uncorrupted, readable data extract is not supplied to the Data Warehouse.	Option B Provider Services
SLA74-GA	Contractor shall process to completion all approved provider enrollment financial information documents into the applicable state financial system, with at least ninety-nine percent (99%) accuracy. The Department will conduct monitoring of the accuracy of keyed financial information within the applicable financial system. This Performance Standard shall be measured on an overall monthly basis.	Contractor's monthly invoice shall be reduced 2.5% if the monthly accuracy percentage rate is below 99% in any month.	Option B Provider Services
SLA75-GA	Contractor shall process to completion 100% of all approved provider enrollment financial information documents into the applicable State financial system, within two (2) Business Days of provider approval. The Contractor shall generate a monthly report to track received financial information to process against actual processed documents. This Performance Standard shall be measured on an overall monthly basis.	Contractor's monthly invoice shall be reduced 2.5% for failure to meet the agreed upon Performance Standard.	Option B Provider Services



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA77-GA	Contractor shall complete one hundred percent (100%) of all moderate and high-risk provider pre- and post-enrollment onsite screenings, in accordance with the RFP and the Contract as well as other written documentation agreed upon by the Parties, within seven (7) Business Days from date the application is received. The Contractor shall generate a monthly 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 Days' window. This Performance Standard shall be measured on an overall monthly basis. The following definitions shall apply to this SLA: Moderate Categorical Risk means categories of service that pose a moderate risk of fraud, waste, and abuse to the Medicaid program. These include ambulance service providers, hospice organizations, independent care waiver program, independent clinical laboratories, physical therapists, revalidating Home Health Agencies, and revalidating Durable Medical Equipment providers. High Categorical Risk means categories of service that pose a significant risk of fraud, waste, and abuse to the Medicaid program. These include community mental health centers, prospective (newly enrolled) home health agencies and prospective (newly enrolled) suppliers of durable medical equipment, including orthotic and prosthetic supplies (facilities only).	Contractor's monthly invoice shall be reduced 2.5% for failure to meet the agreed upon Performance Standard.	Option B Provider Services



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

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SLA78-GA	Contractor shall ensure the onsite screening checklist will be completely keyed into the applicable provider profile within the Solution with ninety-seven percent (97%) accuracy. The Department will perform monitoring of the accuracy of entry and completeness of the checklist. The accuracy percentage rate shall be measured on an overall monthly basis.	Contractor's monthly invoice shall be reduced 2.5% if the monthly accuracy percentage rate is below 97% in any month.	Option B Provider Services
SLA80-GA	For 100% of the incorrect TINs in the TIN Mismatch Report, Contractor shall reach out to providers to notify them and facilitate correction of TIN mismatches. The Contractor shall generate a monthly report to track resolved provider TIN against the original TIN Mismatch Report. The report will include time and date stamps.	Contractor's monthly invoice shall be reduced 2.5% if the monthly mismatched provider notification rate is less than 100%.	Option B Provider Services
SLA88-GA	Contractor's staff shall ensure that provider credentialing tasks are completed no later than fifty-one (51) days after the date the application is received by Contractor. The Contractor shall generate a report that minimally tracks: (i) task time-stamps (incoming and completed); (ii) tasks against completed work; (iii) average time to complete each task; and (iv) time taken by the provider to supply additional information or make corrections. Such report will be provided to the Department, weekly. The Department will perform monitoring for timeliness and accuracy of completed tasks.	Contractor shall pay \$1,000 per day for each provider credentialing submission that remains incomplete beyond the fifty-one (51) days' timeframe.	Option B Provider Services



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA89-GA	Contractor shall ensure one hundred percent (100%) of all incoming documents received, staff site visit documentation, and/or other applicable documentation (whether a report, image, publication, or the like) are scanned into the System and electronically accessible to the Department in a usable (i.e., viewable) format within one (1) Business Day of receipt by Contractor. The Contractor shall generate a report to track all such 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.	Contractor shall pay \$100.00 per day per document (e.g., report, image, publication, or the like) not scanned into the System and electronically accessible (e.g., delivered/viewable) to the Department within the Performance Standard timeframe.	Option B Provider Services
SLA91-GA	Positions that are designated as non-Key Personnel shall be filled with a permanent fulltime replacement within sixty (60) Calendar Days of the date the non-Key Personnel position becomes vacant (A position is considered vacant even with a substitute (i.e., temporary replacement) serving in that role). The Contractor shall notify the Agency when such positions are vacated, subsequently filled by a qualified replacement, and finally filled by qualified permanent staff, as it relates to the project. Any replacement staff must meet the requirements of the RFP and the Contract (including but not limited to, meeting minimum knowledge, skills, and abilities of their predecessor).	Contractor shall pay \$500.00 per Calendar Day such non-Key Personnel position is not permanently filled (with a permanent fulltime replacement) starting on the 61st Calendar Day from the date the non-Key Personnel position becomes vacant.	Option B Provider Services



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA92-GA	Contractor's enrollment staff will notify the provider of any discrepancies, related to the Backup Withholding "B" notices, 1099s (including FEINs), within one (1) Business Day of identifying the discrepancy(ies). Staff will attempt to notify the provider via mail. If the provider is not reached, the enrollment staff will perform a second attempt to rectify the discrepancy through a second letter. Upon resolution, staff will correct the discrepancy within the applicable State financial system with ninety-nine percent (99%) accuracy (measured monthly) 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. The report will be provided to the Department, monthly. The Department will perform monitoring for accuracy and timeliness of completed tasks.	Contractor shall pay the liquidated damages, as specified below: (i) \$100.00 per occurrence for failure to contact the provider within one (1) Business Day of identifying the discrepancy. (ii) \$200.00 per day after two (2)-Business Days of receipt of the resolved discrepancy without correction in the state financial system. (iii) 1.0% reduction in the Contractor's monthly invoice if the accuracy rate of all corrections made to the state financial system is below ninety-nine percent (99%).	Option B Provider Services
SLA101-GA	Contractor's performance monitoring dashboard must have Availability 100% of the time, 24 hours a day, seven (7) 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).	Department will assess, as specified below, per each full hour that Contractor's performance monitoring dashboard is not Available. \$100.00 per hour 0 to 24 hours \$200.00 per hour 24 to 48 hours \$300.00 per hour > 48 hours	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA102-GA	Contractor's Solution must have Availability 99.5% of the time, 24 hours a day, seven (7) 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).	Department will assess as, specified below, per each full hour that Contractor's Solution is not Available. \$1,000 per hour 0 to 24 hours \$2,000 per hour 24 to 48 hours \$3,000 per hour > 48 hours	
SLA103-GA	Contractor shall provide a provider enrollment Field Representatives staffing plan that includes the staffing level (including the number of Full-Time Equivalent ("FTE")) as approved in the staffing plan. Staffing includes all Key Personnel and non-Key Personnel. An FTE is the hours worked by one employee on a full-time basis and is measured as two thousand and eighty (2,080) hours per calendar year ((8 hours per day, 5 days a week).	Contractor shall pay \$5,000.00 per month, per FTE, below the staffing number established in the Staffing Plan.	
SLA104-GA	Contractor shall provide a provider enrollment In-house Representatives staffing plan that includes the staffing level (including the number of Full-Time Equivalent ("FTE")) as approved in the staffing plan. Staffing includes all Key Personnel and non-Key Personnel. An FTE is the hours worked by one employee on a full-time basis and is measured as two thousand and eighty (2,080) hours per calendar year ((8 hours per day, 5 days a week).	Contractor shall pay \$5,000.00 per month, per FTE, below the staffing number established in the Staffing Plan.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA105- GA	Contractor shall provide a provider enrollment Site Visit Staff staffing plan that includes the staffing level (including the number of Full-Time Equivalent ("FTE")) as approved in the staffing plan. Staffing includes all Key Personnel and non-Key Personnel. An FTE is the hours worked by one employee on a full-time basis and is measured as two thousand and eighty (2,080) hours per calendar year ((8 hours per day, 5 days a week).	Contractor shall pay \$5,000.00 per month, per FTE, below the staffing number established in the Staffing Plan.	
SLA106- GA	Contractor shall provide a Provider Enrollment Processors staffing plan that includes the staffing level (including the number of Full-Time Equivalent ("FTE")) as approved in the staffing plan. Staffing includes all Key Personnel and non-key personnel. An FTE is the hours worked by one employee on a full-time basis and is measured as two thousand and eighty (2,080) hours per calendar year ((8 hours per day, 5 days a week).	Contractor shall pay \$5,000.00 per month, per FTE, below the staffing number established in the Staffing Plan.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA107-GA	On the anniversary date of the Go-Live Date each year of the Contract, Contractor shall obtain an independent third-party assessment of its implementation of applicable NIST Security Controls and Standards including the encryption of all stored and transmitted Department PII/PHI. The annual independent assessment shall meet all standards and requirements of the most current version of NIST Special Publication SP800-53, Moderate-Impact-Baseline Controls/Sub-controls having a Data Security Categorization Risk Level of "Moderate Risk" as detailed in the NIST/FIPS 199 Federal Data Security Categorization Standard. Contractor shall provide the Department an independent third-party Security Assessment Report (SAR) containing details regarding the criteria and supporting verification artifacts reviewed and/or tests conducted to determine the compliance status of each security control/sub-control. All Controls having a Status of "Not Met" must be detailed in a Plan of Action and Milestones Report (POA&M) detailing the identified Tasks needed to remediate the Control Gaps and the Severity Level of the identified Gaps along with a Planned Remediation Date. Contractor shall remediate all identified issues by the dates set forth in the Department-approved POA&M and report the Remediation Status of all POA&M Items at an interval determined by the State.	a. Contractor shall pay \$500.00 for each Calendar Day, or any part thereof, that Contractor fails to submit the annual independent third-party assessment described in this Performance Standard. b. Contractor shall pay \$1,000.00 for each Calendar Day, or any part thereof, that Contractor fails to remediate all identified issues by the dates set forth in the Department-approved POA&M.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA108-GA	Ninety (90) Calendar Days prior to Production ready application date, Contractor shall comply with Exhibit 10 - <i>State of Georgia Security Standards and Requirements for Participating Addendum Provider Services</i>. Contractor shall notify the Department thirty (30) Calendar Days prior to the aforementioned due date (or such other time period approved by the Department) of any anticipated failure to comply. Contractor's written notice must include at a minimum, the identified resolution to the issue causing the delay; and a revised timeline that is detailed and categorized. Approval of the revised timeline is subject to Department approval. For purposes of this SLA, the term "Production ready application date" shall mean the date the application has been tested and is ready and able to go live (i.e., able to accept Production ready data, such as PHI data).	a. Contractor shall pay \$1,000.00 for each Calendar Day, or any part thereof, that Contractor fails to comply with Exhibit 10 by the due date in this Performance Standard: b. Contractor shall pay \$500.00 for each Calendar Day, or any part thereof, that Contractor fails to meet the associated notification and resolution standards of this Performance Standard.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA109-GA	Ninety (90) Calendar Days prior to Production ready application date, Contractor shall submit to the Department for review and approval, a completed Information System Security Plan (SSP) based on the most current version of NIST Special Publication 800-53 (Moderate-Impact-Baseline) Federal Computer Security Controls/Sub-controls which details how the contractor's technology software solution and services meet applicable security controls. This includes internally implemented and third-party contracted security controls, services and functions. The SSP must detail, all Section criteria specified in the most current version of NIST Special Publication 800-18, Guide for Developing Security Plans Appendix A: Sample Information Security Plan Template. The SSP must be approved by the State prior to the Contractor being allowed access to State Data and to avoid liquidated damages being assessed. Contractor shall review and update the SSP on an annual basis by each year by the anniversary date of the Go-Live Date and sixty (60) Calendar Days after any significant change to the platform for any and all Contract renewals. For purposes of this SLA, the term "Production ready application date" shall mean the date the application has been tested and is ready and able to go live (i.e., able to accept Production ready data, such as PHI data).	Contractor shall pay \$1,000.00 for each Calendar Day, or any part thereof, that Contractor fails to meet this Performance Standard.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA110-GA	If applicable, Contractor shall prepare for and demonstrate that CMS Certification Standards and Requirements are met. The Service Organization Solution capabilities shall align with the CMS Standards and Conditions which are required to receive enhanced FFP Federal Financial Participation within six (6) months after Go-Live. Contractor shall notify the Department sixty (60) Calendar Days prior to anticipated failure to comply with the CMS Certification requirements and as outlined in the Contract. Contractor's written notice must include at a minimum, the immediate resolution strategy and a revised timeline to meet compliance that is detailed and categorized. Approval of the revised timeline is subject to Department approval. Contractor shall demonstrate CMS Certification within revised Department-approved timeframe.	a. Contractor shall pay \$1,000.00 per Calendar Day, that Contractor fails to meet the service level requirements of this Performance Standard requirements beyond the due date. b. Contractor shall pay \$500.00 for each Calendar Day, or any part thereof, that Contractor fails to meet the associated notification and resolution requirements of this Performance Standard.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA111-GA	If applicable, the Contractor must conduct vulnerability and penetration testing using a Department-approved plan on a quarterly basis each Calendar year and submit the results in writing to the Department in a format approved by the Department. The Contractor shall conduct these tests by the Second (2nd), Fifth (5th), Eighth (8th), and Tenth (10th) month of each year of operation where day one is Go-Live Date. Contractor shall notify the Department thirty (30) Calendar Days prior to the aforementioned due dates (or such other time period approved by the Department) of anticipated failure to comply. Contractor's written notice must include at a minimum, the identified resolution to the issue causing the delay; and a revised timeline that is detailed and categorized. Approval of the revised timeline is subject to Department approval.	a. Contractor shall pay \$5,000.00 for each Quarterly Vulnerability and Penetration Testing report that fails to be delivered by the last day of each Calendar Year Quarter. b. Contractor shall pay \$500.00 for each Calendar Day, or any part thereof, that Contractor fails to meet the associated notification and resolution requirements of this Performance Standard.	



MMIS-PROVIDER SERVICES MODULE
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ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA112-GA	The Contractor shall annually submit an Independent AICPA, SSAE SOC 1 Type II assessment report. The SSAE SOC 1, Type II report shall be provided to the Department by May 15th of each Contract year. Notify the Department sixty (60) Calendar Days prior to the aforementioned due date (or such other time period approved by the Department) of anticipated failure to comply. Contractor's written notice must include at a minimum, the immediate resolution strategy and a revised timeline to meet compliance that is detailed and categorized. Approval of the revised timeline is subject to Department approval.	a. Contractor shall pay \$1,000.00 per Business Day, or any part thereof, that Contractor fails to meet service level requirement of this Performance Standard. b. Contractor shall pay \$500.00 for each Calendar Day, or any part thereof, that Contractor fails to meet the associated notification and resolution requirements of this Performance Standard.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA113-GA	For the life of the Contract, the Contractor shall provide a complete/full backup system of all current, historical, and archived data, tables, and files in an off-site location, located within the United States, to ensure that if a Contractor-provided device, solution, or server fails, operations shall not be affected. Contractor shall ensure that State data is encrypted where stored using NIST approved encryption protocols and standards. Contractor shall notify the Department Immediately of failure to comply. If a failure of the Contractor's equipment or software results in more than two downtime periods exceeding 6 consecutive hours each within 5 consecutive Calendar Days, the Contractor must certify/attest that equipment has been successfully serviced to normal operational state or replaced (if necessary) at no cost to the State. The Contractor shall provide staff to complete system replacement and any backlogged work. Contractor shall include immediate resolution strategy and timeline to meet compliance, detailed and categorized, within notification email.	a. Contractor shall pay \$10,000.00 per Calendar Day, or any part thereof, that Contractor fails to meet the service level requirement of this Performance Standard. b. Contractor shall pay \$1,000.00 for each Calendar Day, or any part thereof, that Contractor fails to meet the associated notification and resolution requirements of this Performance Standard.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA114-GA	For the life of the Contract, the Contractor shall provide incremental backups of the system; of all current, historical, and archived data, tables, and files in an off-site location, located within the United States, to ensure that if a Contractor-provided device, solution, or server fails, operations shall not be affected. Contractor shall ensure that State data is encrypted where stored using NIST approved encryption protocols and standards. Contractor shall notify the Department Immediately of missed or failed system backup. The Contractor shall provide staff to complete any backlogged work. Contractor shall include immediate resolution strategy and timeline to meet compliance, detailed and categorized, within notification email.	a. Contractor shall pay \$5,000.00 per that Contractor fails to meet the service level requirement of this Performance Standard. b. Contractor shall pay \$1,000.00 for each Calendar Day, or any part thereof, that Contractor fails to meet the associated Notification and Resolution requirements of this Performance Standard.	
SLA115-GA	Contractor shall work collaboratively with the Department to gather, analyze and create report of findings for any HIPAA or HITECH incident involving Contractor that affects a population of less than 500 members. Sufficient technical evaluation will be completed by the Contractor to verify the number of members potentially affected.	Contractor shall pay all costs of mitigation (all Contractor and Department costs) for any HIPAA incident affecting less than 500 members that results from actions attributed to Contractor's performance of the Contract. In addition, Contractor will receive sanctions, if any, determined by the Department and be responsible for mitigation costs and other associated costs such as call center costs, credit reporting, publications, and media centers.	



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA116-GA	If applicable, the Contractor must conduct performance or load testing using a Department-approved plan on an annual basis each Calendar year and submit the results in writing to the Department in a format approved by the Department. The Contractor shall conduct these tests by the anniversary date of the Solution Go-Live Date. Load Testing should leverage automation tools whenever possible and consider the following factors: • Application server(s) or software • Database server(s) • Network – latency, congestion, etc. • Client-side processing • Load balancing between multiple servers Contractor shall notify the Department thirty (30) Calendar Days prior to the aforementioned due dates (or such other time period approved by the Department) of anticipated failure to comply. Contractor's written notice must include at a minimum, the identified resolution to the issue causing the delay; and a revised timeline that is detailed and categorized. Approval of the revised timeline is subject to Department approval.	a. Contractor shall pay \$5,000.00 for each Annual Performance and Load Testing report that fails to be delivered by the anniversary date of the Solution Go-Live Date. b. Contractor shall pay \$500.00 for each Calendar Day, or any part thereof, that Contractor fails to meet the associated notification and resolution requirements of this Performance Standard.	



EXHIBIT 5 – REVISED ATTACHMENT H - RESOURCE ALLOCATION SCHEDULE



***[ATTACHMENT H - RESOURCE ALLOCATION SCHEDULE TO BE DEVELOPED AND
PROVIDED BY CONTRACTOR DURING THE PLANNING AND SETUP PHASE]***



EXHIBIT 6 – APPROVED KEY PERSONNEL



Sathish Anbarasan



SATHISH ANBARASAN

Integration Lead

Mr. Anbarasan is an accomplished Software Engineer with hands-on experience in Enterprise Application Integration including single-sign on, COTS integration, architecture planning for inbound/outbound data flow across systems, orchestration of internal/external services and designing APIs for different integrations. He has more than 10 years of experience with Medicaid Management Information Systems, comprehensive knowledge with EDI, HIPAA, data warehousing, interfaces, data conversion, data mapping and an understanding of data modeling concepts and experience in data modeling and extraction-transformation-loading (ETL) process in data warehouse applications. Mr. Anbarasan also has a strong foundation in SDLC concepts and exposure to quality processes, and more particularly engineering processes.

RELEVANT PROFESSIONAL EXPERIENCE

Client Network Services, Inc. (CNSI)

05/2008– Present

Integration Lead, Arizona/Hawaii PMIS

01/2018– Present

- Responsible for ensuring that all interfaces, conversion and all integration between the AZ/HI PMIS and other state agency systems occur
- Successfully mapped/translated 60+ interfaces from existing system to equivalent evoBrix interfaces through single SOA platform for each state.
- Work closely with clients to understand transfer system's data model and identifying any existing interfaces and reports
- Collaborate with state identified vendors such as FirstData/PayEezy for payment gateway and Conduent for print central.
- Technical Lead, Illinois Medicaid Program 01/2018– 09/2008
- Responsible for ensuring that all Integration between the Advanced Cloud Technology (IMPACT) team and other state agency systems were setup and tested to ensure that critical data needed for business
- Launched nation's first ever cloud based MMIS system for state of Michigan on its private cloud consisting of multiple system integration touchpoints
- Managed five development teams, while also supervising cross-team members who were part of system integration. Role included weekly 1-on-1's, annual performance reviews, mentorship and professional development, interviews and hiring decisions, tracking and reporting KPI's to superiors, and coordinating cross-team efforts with peers

Technical Lead

07/2015 – 12/2017

- Served as the POC for 30+ integration touch points (internal and external) interacting with more than 10 external systems
- Maintained cross-team collaboration across the MI state systems team
- Designed the core shared services used by all development teams, most notably the access controls and security credential management systems



Date

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- Used a services-oriented architecture, with Spring based services interacting through a combination of REST and HTTP remoting endpoints. Deployed services to Cloud Platform in Service Oriented Architecture (SOA) containers, managed by Oracle Service Bus (OSB)
- Dealt with over 200 tables of multitenant data, growing at a rate of multiple terabytes per month Technologies included the variants of PLSQL and. Developed proof-of-concepts using ElasticSearch
- Used EJB timer for some special batch processes that need to be multithreaded

Technical Lead, Cloud based PMIS

09/2014 – 06/2015

- Leveraged SOA principles using Oracle Service Bus to integrate the solution with the different state agency systems
- Designed core shared services used by both states, most notably the access controls and security credential management systems
- Worked with Business Architects and Business Analysts to map the data from an existing legacy system to a new solution and developed specifications for development environment
- Applied Enterprise Application Integration (EAI) patterns in designing data interfaces that are used in common across the states for provider datasets
- Orchestrated multi-tenant data services interacting through a combination of REST and HTTP remoting endpoints.
- Deployed services to Cloud Platform in SOA containers

Sr Software Engineer, Consumer Engagement

03/2014 – 09/2014

- Drove business and technical requirements and mentoring other internal developers as they incrementally moved over from legacy struts development
- Designed a system based on EAI using Spring Integration for standardizing most of the application data exchange needs
- Involved in multiple iterations of our front-end, from JSP integration with Handlebar to AngularJS. Carried out sprint work under an Agile/Scrum methodology, using test-driven development (JUnit on the back-end, Mocha on the frond-end)
- Expected to mentor less experienced developers and presented on various topics, and eventually coaxed more introverted developers toward presenting on topics themselves
- Orchestrated myHealthPortal integration with various state of Michigan applications like Advance Directory Services, MiHIN, Datahub and state enterprise content management

Sr Software Engineer, Provider Credentialing for Michigan PMIS

01/2013 – 02/2014

- Provider Credentialing Services (PCS) is a one stop screening solution used to screen Medicaid providers and their disclosed entities.
- Used Enterprise Application Integration (EAI) pattern for channelizing the dataflow between PCS and LexisNexis
- Developed generic adaptor services so that solution can be used in multi-tenant model



- Involved in designing rules adaptor that can be plugged into screening results
- Made heavy use of jQuery, and lighter use of AngularJS, in the front-end UI
- Developed Proof of Concept with Spring Batch for standardizing most of the solution's batch processing needs

Sr Software Developer

11/2009 – 06/2012

- Led developer for building ICD10 Code Management Toolkit (iCMT) an application that enabled transformation of ICD-9 codes to ICD-10 Integrated rich text editor as part of application that is used to create and manage policy
- Led developer for major migration of HIPAA 4010 to 5010 X12 standards
- Led developer complex business intelligence solution to improve the quality of health care
- Architect/Designed various web-based applications, data interfaces, mobile and communication frameworks using Java technologies
- Involved in Object Oriented Analysis and Development Methodologies
- Played key role in CMMI Level 3 audits

Software Developer

05/2008 – 08/2010

- Designed and developed several web-based applications using java and Oracle as a back-end
- Used Rapid Application Development (RAD) frameworks to develop and execute applications and manage end-to-end tactical solutions to meet business challenges
- Provided technical solution to the Engineering departments, corrected several serious problems and transformed manual business process into automated solutions
- Managed code releases and deployment

EDUCATION

- Bachelor's in Engineering, Electronics Communication; Anna University, Chennai, India; 2006

CERTIFICATIONS

- N/A

CURRENT SECURITY CLEARANCE LEVEL: N/A

TECHNICAL SKILLS

Core Competencies:

- Expertise in system integration
- COTS implementation and integration
- Enterprise architecture
- Data management and data warehousing
- MMIS enterprise system implementation and integration
- Cloud hosting including SaaS, PaaS, IaaS



Date

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- Expertise in multiple SDLC methodologies

Professional Development:

- IBM Blockchain Essentials, IBM, USA, 1 week
- IBM Blockchain Foundation for Developers, Coursera, USA, 4 weeks
- Blockchain for Business - An Introduction to Hyperledger Technologies! edx, USA, 8 weeks

Technical Proficiency:

- Languages: Java, JavaScript, Go, C++, SQL
- Frameworks / Libraries: Spring (Spring Boot, Spring Batch, Spring Integration), JPA/Hibernate, Play, Angular, VueJS, IBM Hyperledger, Nodejs, Apache CXF
- Data: Oracle, MySQL, PostgreSQL, MongoDB, Redis, Elasticsearch
- Middleware: REST, SOAP, Apache Kafka, AKKA, SOA, OAuth, SAML, EJB, JWT
- Environment / Infrastructure: Continuous Integration (Jenkins), Maven, Ant, Simple Build Tools, Docker, Apache Zookeeper, Websphere
- Analytics: New Relic, Firebase Analytics
- Also Interested In: –Serverless Architectures, non-blocking IO, Webpack, Blockchain, Bower, WebSockets, Big Data

REFERENCES

- Mathematica, Guru Rasukonda, Senior Manager, 517 974-5603, Rguruprasad2k@yahoo.com
- Revature, Saravanan Regunath, Vice President of Technology, 301312.7008, sharvan11@gmail.com

Rejoice Chemmannur



REJOICE CHEMMANNUR

Application Services Manager/Solution Architect

Mr. Chemmannur has 19 years of experience as Project Management/Lead, of which 7 years are in the development and maintenance of Medicaid Management Information System (MMIS) platforms. During this time, he has provided oversight of enterprise-level software implementations deployed within the context of larger technical solutions. As the Application Services Manager for MMIS implementations of both Michigan (MI) and Illinois (IL), he has managed the development and maintenance of Web- and non-Web-based applications and reports in a client server environment.

He brings over 14 years of experience managing the deployment of software releases, upgrades, and patches within the standard change management processes. He is experienced in developing web applications, and has played a leadership role in planning, staffing, estimating, preparing proposals, delivering quality code, and maintaining multi-state MMIS implementations. He has also performed analysis, design, development, testing and documentation of software systems and products in Java, J2EE, and C++ in the Enterprise Applications and Networking domains.

RELEVANT PROFESSIONAL EXPERIENCE

CNSI

10/2012 – Present

Mr. Chemmannur has served as Application Services Manager on the following projects:

IMPACT

07/2015 – Present

For the Illinois Medicaid Program Advanced Cloud Technology (IMPACT), Mr. Chemmannur manages operations, development, and enhancement of Provider Enrollment modules on the evoBrix platform and operations and development of existing and new MMIS solutions. He participates in planning and requirement analysis, estimation, and documentation of functional and technical specifications, while creating and managing project schedules. Mr. Chemmannur acts as the sole point of contact for business users on day-to-day operations activities. He facilitates User Acceptance Testing on a quarterly basis, ensuring that test results are tracked and reported to development and management teams. He anchors weekly meetings, helping the team to facilitate communication. He ensures all teams are meeting internal and external quality metrics and Service Level Agreements (SLAs). He is managing a team of 10-15 team members.

Additionally, Mr. Chemmannur maintains a clear understanding of the State's Policies and Procedures Guide and suggests operational improvements for application processing and administrative/maintenance support. He also serves as a member of a collaborative management team and conducts regular management review meetings. He serves as a liaison between project staff and various State agencies, and as needed, participates in project, division, and company initiatives. He also maintains and enforces all project and corporate-level policies and procedures. Mr. Chemmannur ensures the confidentiality and security of all corporate information, and works with external vendors to design, configure, and implement new provider enrollment requirements. Mr. Chemmannur has accomplished the following:

- Managed the design, development, and implementation of the Department of Rehabilitation Services (DORS) project to migrate providers from the legacy system to the IMPACT system. This has helped the State enroll providers from other agencies to IMPACT in a



Date

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seamless manner

- Managed the development of criminal services in the Provider Screening module, helping the State alert its staff to stop providers with a criminal history from enrolling into the IMPACT system. Also helped State staff manually verify criminal histories, thus reducing application processing times

Mr. Chemmannur worked in the following environments: Microsoft Visio, Microsoft Project, Oracle 11g, Java, J2EE, Spring MVC, JSP, JSTL, Servlets, Unix-AIX, Web Services, jQuery, JAX-WS, JAXB, Rational ClearCase, Rational ClearQuest, OTRS, and SoapUI.

CHAMPS

10/2012 – Present

As the Application Services Manager during the Operations phase, Mr. Chemmannur manages a team of 10-20 professionals in developing and enhancing Provider Enrollment modules on the evoBrix platform. He participates in planning, requirement analysis, estimation, and documentation of the functional and technical specifications, while creating and maintaining the Project Schedule and documentation. Mr. Chemmannur also acts as the sole point of contact for business users to troubleshoot problems. He anchors weekly meetings, helping the team to facilitate communication and maximize productivity. He ensures all teams are meeting internal and external quality metrics and SLAs detailed in CNSI's contract with the State.

Mr. Chemmannur ensures that staff understand Health Insurance Portability and Accountability Act (HIPAA) requirements and that controls are in place to protect consumer PHI/PII. He maintains a clear understanding of the State's Policies and Procedures Guide and suggests operational improvements for application processing and administrative/maintenance support. He serves as a member of a collaborative management team and conducts regular management review meetings, serving as a liaison between project staff and various State agencies. He participates, when needed, in project, division, and company initiatives and maintains and/or enforces all project and corporate-level policies and procedures. He has made significant contributions in implementing the new Provider Screening solution in compliance with mandates under Affordable Care Act. He successfully implemented the process flows, per CMS and federal guidelines. Mr. Chemmannur accomplished the following:

- Managed the development of automated screening to replace the manual application process, significantly decreasing processing time from several days to 2-3 minutes, and saving the State considerable time and cost
- Managed the design, development and maintenance of performance reports for the State's business process, helping track the application enrollment approval statistics to understand areas of improvement and adjust the business operation process as necessary
- Managed the design, development, and maintenance of revalidation modules within provider enrollment, helping the State comply with the CMS revalidation mandate
- Managed the design, development, and maintenance of screening precision logic in the Provider Screening module, reducing application processing time from 1 day to 2-3 minutes
- Managed the design, development, and maintenance of new screening services for the Provider Screening module, improving the State's background check process to successfully enroll providers into CHAMPS. Prior to this implementation, the background checks were



Date

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completed manually by State staff

- Managed the development and maintenance of the Electronic Service Verification module, allowing home help providers to log their daily activities. The paper form was replaced with online forms, significantly increasing submission and processing of home help payments

Mr. Chemmannur worked in the following environments: Microsoft Visio, Microsoft Project, Oracle 11g, Java, J2EE, Spring MVC, JSP, JSTL, Servlets, Unix-AIX, Web Services, jQuery, JAX-WS, JAXB, Rational ClearCase, Rational ClearQuest, OTRS and SoapUI.

GMAC FS

04/2010 – 10/2012

Project Lead/Project Manager

05/2011 – 10/2012

DAO (Deposit Account Opening) Application

Mr. Chemmannur played a key role in developing and enhancing the Stability, IRA Release, External Account Verification (EAV), and Account Opening modules for the Deposit Account Opening (DAO) website, providing scalability and improving website performance. Mr. Chemmannur managed teams of up to 15 members in project planning, estimating, executing and closing project phases, and new project proposals. He also gathered requirements, coordinated activities across geographically-dispersed locations, and interacted with business users daily to discuss development opportunities. He led the following projects:

DAO Stability: Mr. Chemmannur was responsible for rewriting the existing application to enhance the services layer, making it more scalable and stable. He was responsible for improving the existing design by minimizing dependencies between the layers with design patterns, reducing the operation cost to one-half that of the existing operation resources, while making the system more efficient, scalable, extensible, and easier to maintain. He also affected performance improvements in the backend with the help of asynchronous Web service calls, making the application scalable and significantly decreasing website performance times from over 10 seconds to less than 4 seconds.

IRA Enhancement Release: Incorporated retirement plans into the DAO application, introducing new plans, such as Traditional, Roth, and SEP. Mr. Chemmannur helped improve the website's performance by designing and developing the backend code to interact with the database and avoid session data lag

EAV Release: Introduced external account verification with CashEdge, a major feature for the Bank, which allowed customers to transfer funds from their external accounts. An Enterprise Service Bus layer was introduced between the DAO and the core banking system, ensuring scalability and better performance. Mr. Chemmannur designed and developed the web service layer of CashEdge for external fund transfer to attract new bank customers and increase day-to-day business. He was also responsible for designing and developing the front end for providing an enhanced experience for customers, leading to Ally Bank's website being rated within the Top 10 of online banking websites.

DAO Release Project: Mr. Chemmannur participated in a major development release, which allowed cross-selling of financial products to banking customers.

On these projects, Mr. Chemmannur worked in the following environments: WebLogic Server, Oracle 10g, Java, J2EE, Hibernate, Spring MVC, Spring Web flow, JSP, EL, JSTL, Servlets, AIX, Unix-AIX,



Cruise Control, AXIS2, Web Services, jQuery, SVN, FOP, JAX-WS, JAXB, SVN, Tortoise, Spring STS, Eclipse and SoapUI.

VFCorp

12/2008 – 04/2010

Technical Lead/Project Lead

Project: ecommerce sites - shop.vans.com / thenorthface.com / lee.com / wrangler.com

Mr. Chemmannur played a key role in managing, developing, and enhancing the modules for the existing e-Commerce websites for VFCorp, i.e., shop.vans.com; www.thenorthface.com; www.lee.com; and www.wrangler.com. He managed six onsite and three offshore resources, interacted with business users daily, and coordinated activities across various geographical locations. He was also involved in the detailed design, implementation, coding, and testing of the different modules.

Mr. Chemmannur was also actively involved in search engine and Uniform Resource Locator optimization, with storied and catalog ideas for the website, identifying caching elements to improve site response times. He customized the Shopping Cart flow, as well as customized and created the new dbclean utility, ensuring the customized database tables were addressed. He also integrated payments for new credit card types. Additionally, he managed various system integrations, including SAP, MQ, Coremetrics, LinkShare, and Limelight, etc. The website optimization effort reduced the response times from 10-12 seconds to less than 3-4 seconds. For his efforts and successes, he was awarded “The Rainmaker” award by BTEs Group Head of Wipro Technologies, Mr. Srinu Pallia, and was recognized for key talent and performance through the company’s “Performance Reward Program.”

He worked in the following environments: IBM WCS, IBM DB2, IBM RAD 6, Java, J2EE, EJB, Struts, JSP, Servlets, AIX, Serena Dimension, and Manage Now.

PepsiCo

06/2008 – 09/2008

Technical Lead

Mr. Chemmannur managed geographically-dispersed teams of up to ten members for the Bronco Enhancement project of Pepsi Online Resource (POLR), and the Innovation Management System. Bronco is a business-to-business application used mainly by Pepsi bottlers to order promotional items in North America and Canada. Bronco integrated various vendor feeds, budget estimates, external vendors, and vendor invoice revamps. Mr. Chemmannur developed requirement specifications and performed detailed design and application development. Additionally, Mr. Chemmannur led the development of the requirement specifications, design, coding, and deployment of the Innovation Management System. The system created innovations and recorded forecast data from various bottling groups, and was projected as maps and reports. He was recognized with several corporate awards and commendations for his work.

Mr. Chemmannur worked in the following environments: Java, J2EE, EJB 1.1, JSP, Servlets, Custom Tags, PL/SQL, JavaScript, Hypertext Markup Language (HTML), Eclipse, Oracle 9i, Oracle, POI, WebLogic 8, Spring, jQuery, and Web-services, Open Map, and Aspose.

Insight, Inc.

08/2007 – 12/2007

Module Lead

Mr. Chemmannur managed four team members in database analysis and migrating the existing website to the new WCS platform. He developed the requirement specifications, and used Unified Modeling



Date

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Language to work with the enterprise architect on the high-level design and various modules within the design. Mr. Chemmannur worked in the following environments: Java, J2EE, JSP, Servlets, Custom Tags, SQL, JavaScript, HTML, Eclipse, JBoss 4, and MS SQL Server 2000.

Atinay, LLC

02/2001 – 07/2007

Module Lead

07/2004 – 07/2007

As Module Lead, Mr. Chemmannur led up to five members on the following projects:

aveAlert: Developed requirement specifications and detailed design of various modules for the real-time alert system, providing a unified platform to communicate across different devices (land/mobile phones, e-mail, fax) without a tight coupling.

WebAudioServer: Developed the pages, as well as implemented and stored the caching strategy in the database for the innovative, middleware IVR solution using POTS to combine accessibility and manageability of remote users' Internet capabilities.

AudioServer for aveAccess: Mr. Chemmannur led the Requirements phase, implemented various project phases, as well as integrated and deployed the telephony module, enabling personal mail server accessibility from remote locations.

AudioWeb TeleDictate: **This was** a dialogic module that communicated with dialogic cards, a growing demand in the medical transcription industry. Mr. Chemmannur led the team in creating requirement specifications and Detailed Design documents for the user interface and product functionalities to develop the AudioWeb VoiceXML (VXML) IDE application.

Team Member

02/2001 – 07/2004

As a team member, Mr. Chemmannur worked with five other developers on the following projects:

aveAccess WAP2 Proxy: Worked on all project phases, including Design, Development, And Documentation to implement WAP2 proxy, the latest WAP Gateway [WAP 2.0] specification.

Atinay aveAccess WAP 1.x Gateway: Mr. Chemmannur worked on requirement specifications to enhance the existing WAP Gateway with new features.

EDUCATION

- MCA (Computer Applications), Computer Applications, Bharathidasan University, India; 2000
- BS, Chemistry, Mahatma Gandhi University, India; 1995

CERTIFICATIONS

- Brainbench Certification on Java; 2011
- IBM Certified Application Developer – WCS v 6.0; 2010
- Sun Certified Web Component Developer (SCWCD) with 81%; 2009
- Sun Certified Programmer for the Java 2 Platform 1.4 with 91%; 2008

CURRENT SECURITY CLEARANCE LEVEL: N/A



Date

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TECHNICAL SKILLS

- Oversight of enterprise-level software implementations deployed within the context of larger technical solutions
- Managing the development and maintenance of Web- and non-Web-based applications and reports in a client server environment
- Managing the deployment of software releases, upgrades, and patches within the standard change management processes
- Coordinating team resources to achieve project delivery
- Excellent written and verbal communication skills

REFERENCES

- Safe-Guard Products, Ravikumar Atluri, EDW Delivery Manager, 240-751-5023, atlurirk@gmail.com
- Deutsche Bank, Prasada Pragaturu, Assistant Vice President, 732-986-0983, prasreddy@gmail.com



Katie DeLorensi



KATIE E. DELORENSI
Certification Lead

Ms. DeLorensi has more than six years of experience as a senior business analyst and currently serves as one of CNSI's CMS Certification Managers. She possesses in depth working knowledge of all CMS certification requirements and checklists and is responsible for monitoring and leading the collection of artifacts to support CMS certification including data extracts, security documentation and Federal Reporting. Ms. DeLorensi previously worked as a Business Analyst Manager for IBM Watson Health/Truven Health Analytics where she led the CMS Certification effort in the State of Colorado.

RELEVANT PROFESSIONAL EXPERIENCE
Client Network Services Inc*CMS Certification/Operations Manager**06/2019 - Present*

- Develop CMS certification artifacts checklist for R1, R2 and R3
- Monitor and lead the collection of artifacts for CMS certification including data extracts, security documentation and federal reporting
- Serves as the CNSI Point of Contact for CMS Pre-Certification and Certification activities
- Create and streamline process for CMS Certification to be used across multiple accounts
- Participates in discovery sessions, fit-gap analysis, preparation of Requirements Traceability Matrix (RTM), Gap Traceability Matrix, and Detailed System Design Documents
- Support development and testing activities to ensure certification requirements are adhered to or that changes to certification requirements are documented and enter the change management process

IBM Watson Health/Truven Health Analytics
*Business Analyst Manager**07/2015 – 06/2019*

- Successfully led the CMS Certification effort in the state of Colorado from beginning to end as well as working with multiple states that are in the process of R1, R2 and R3
- Led the customer through steps of SDLC associated with the delivery of business intelligence solutions; requirements, design, development, system test, user acceptance test and operations
- Defined and documented business requirements in requirements analysis document that can be verified throughout the SDLC using Requirements Traceability Matrix
- Defined and documented business requirements for Federal and State Reporting (e.g. CMS64, CMS416, TMSIS)
- Organized and facilitated joint application design meetings with user groups, department heads and project stakeholders to define business requirements
- Documented "as is" business process models and define "to be" business process models
- Clarified issues relating to scope and business requirements for project team
- Defined business requirements and provide estimates for change requests, investigate



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issues/defects and define remediation requirements

- Managed and allocated work for a team of approximately 15 Business Analysts

PRIME THERAPEUTICS INC

Senior Business Analyst

03/2013 – 07/2015

- Coordinated multiple business areas & applications for client implementations for all lines of business
- Facilitated meetings and act as the liaison between Business and Information Technology
- Responsible for a variety of skills within projects (ex: Completing Requirements Traceability Matrix (RTM), Business Requirements Document (BRD), transferring data files, creating and executing test plans)
- Facilitated data quality program to evaluate, report and remediate data quality issues
- Responsible for mentoring and training new employees
- Reviewed pharmacy claims and analysis for audit and performance purposes

Humana Insurance Company

05/2011 – 03/2013

Pharmacy Business Manager

05/2011 – 03/2013

- Implementation owner of Medicare and Medicaid Rx Benefits for custom groups and new business
- Coordinated cross-functional needs between Rx Benefits and Humana Pharmacy Solutions partners
- Researched and assess impacts on Regulatory Compliance and CMS Regulations
- Involved in projects with high development/sales impacts related to implementation
- Served as a Project Manager and overall lead for Medicare Group Rx products

Pharmacy Business Analyst

07/2015 – 05/2011

- Responsible for building, implementing and testing Medicare/Medicaid pharmacy benefits
- Collaborated with internal and external clients in regard to plan needs
- Determined impacts of projects and initiatives within the Medicare market
- Performed SOX (Sarbanes-Oxley) audits for Medicare part D and Medicare part B pharmacy plans

EDUCATION

- University of Wisconsin, Bachelor of Arts in Journalism/Mass Communications, Emphasis in Advertising and Media Studies, 2007

CERTIFICATIONS

- N/A

CURRENT SECURITY CLEARANCE LEVEL: N/A



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TECHNICAL SKILLS

Core Competencies:

- Working knowledge of the MECT Checklist (multiple versions)
- Experience leading CMS certifications for MMIS implementations
- Account Management experience with large projects/new business
- Data Analysis and experience with Ad Hoc Reporting

Technical Proficiency:

- Microsoft Office, Microsoft Excel, Microsoft Access, Microsoft Power Point, Microsoft Project, Jira, Jama and Rally

REFERENCES

- SAS Solutions, Thomas Wriggins IV, Principal Solutions Architect, 207-542-5432, twriggins@gmail.com
- Benjamin Deifik, First Data Government Solutions, Director-Government Solutions, 303-880-5226, Benjamin.deifik@firstdata.com



Allan Kosloski



Allan J. Kosloski

1333 Reece Rd, Woodstock, GA 30188
678.491.5528 • allankosloski@yahoo.com

Summary

A hands-on self-driven, innovative, problem-solving IT leader with over twenty four years of comprehensive experience in project, PMO, and program management in the Financial Services (Banking/Brokerage), Healthcare, Transportation, Government IT (State + Federal) industries. Recognized as a highly effective motivator of individuals and teams. Specialties include rescuing stressed situations utilizing strategic and tactical planning for implementations, operations and sales.

Selected Accomplishments

Program Management Leadership Strategy

- Implementation Manager responsible for the delivery, tracking and reporting of 6 large DDI implementations (\$45-120mm+, 12,000 task work plans), 15+ years of Data Center transitions, conversions (Tier 1/2/3), transformation of infrastructure and consolidation projects. Will work with executive team, Sr PM's and Program Managers across the organization to ensure, if it can be measured, it can be improved!
- Interacted daily with the state DHHS director and client's management team, IV&V, Subcontractors (5+) to form the KPI's for our internal matrixed teams (on & off shore) to ensure all aspects of the MMIS implementation were on schedule, under budget and delivered with the highest quality.
- Received exceptional client satisfaction ratings for delivering DOL. MT, DC, NM and WV.
- Recognized by CMS (Centers for Medicare & Medicaid Services - Federal Organization) for exceptional Certification reporting most recently in 2017 for WV.
- Responsible & accountable to form the KPI's for our monthly fiscal review with our President and CFO on the financial positions, risks, and delivery progress for all projects. High dollar, high visibility.



- Utilize JIRA, ALM, SharePoint and Confluence sites to manage risk at the program, account, and project level in a collaborative and progressive manner.
- Personally, pioneered a project for the Medical Director at the U.S. Department of Labor proceeding from conceptualized dream to a working reality. (Treatment Suites - DOL, BL, E, LS)

Account Strategy & Operations

- As each Federal, State or Commercial RFP mandates: Owned responsible to redesign, deliver and institutionalize the PMM, SDM and Resource Utilization processes across the organization and operational account.
- Developed standardized MP's and tool usage across the accounts to improve the ROI.
- Achieved CMMI Level 3 certification for 4 large technology accounts in 2004 + 2010.
- Formed a cross pollination workforce strategy for account staff to realign the labor force as the work demands change – Claims processing, Customer Service, Contracting & Credentialing.
- Received highest management achievement awards – 2007, 2010, 2013, 2016 and 2017.
- Mentored and developed a cross pollination program for Project Managers, Program Managers and staff to enhance our internal skills for our delivery teams.

Financials & Sales

- Review project financials, operational budget constraints and negotiate contractor rates to ensure the forecasted margin is recognized as planned. Driving change as needed to accomplish strategic and tactical FY plans.
- Hired and managed a highly effective, diverse global team of technologists to deliver rebranded sites within 4 months, while saving approximately 50% in re-hosting expense.
- Collaborated with Sales EVP to foster cross brand sales for the entire product suite. This generated \$20mm of additional sales within the 2 quarters.
- Industry expertise: Healthcare, Transportation, Telecommunications and Government IT and Financial Services/Brokerage.

Tools & Software

- Budget: Responsible and accountable to track, forecast and report project spend vs actuals throughout the project lifecycle into operational steady state.
- Project + Actuals: Expert level MS Project user, utilizing custom macros to create stoplight reporting. Utilize actuals from MS project and financial system to confirm actuals and prepare PowerPoint presentations for budget and KPI executive reporting.
- Team Interaction/Reporting/Presentations: Capable to utilize and build out the team sites for: JIRA, ALM, SharePoint, Confluence and any other custom client application as needed to collect, form and present to executives, stakeholders and benefactors.

Allan J. Kosloski

Professional Experience

Appreciate It All President

Nov 2020 – Present

Appreciate it All consulting works in the Oil & Gas, Healthcare, Banking, Transportation and Services industry to develop, implement, and deliver multimillion dollar software implementations on schedule under budget with quality while exceeding the client expectations. We take strategic initiatives and turn them into tactical smaller projects which are attainable, efficient with reusability, and mature with process.

- Implementation Manager for multi-million dollar software implementations, enterprise software system upgrades, data warehouse and reporting solution projects as well as facility construction.
- Strong aptitude for developing positive relationships with all project stakeholders, vendors, subcontractors including executive level sponsors and beneficiaries.
- 20 years of project management experience coupled with a broad understanding of various technologies as an analyst, tester, developer and end user.
- If it can be measured, it can be improved!

XSTO Solutions Director of Operations

June 2019 – Nov 2020

Accountable for the all operational functions (AR, AP, Forecasting, Budgeting, Contractual transition, Fulfillment, Shipping) to ensure quality delivery of processes, products and services. (Global Products and Services) Target fiscal impact: 5% margin improvement in year 1

- Developed the KPIs and strategic plans, processes to reduce operating cost, while increasing revenue and streamline operational efficiency.
- Defined portfolio benefits, forecasting and purchasing plan through measurement and vendor negotiations
- Directed all activities related to AR, AP, Purchasing, Operations and Space utilization

DXC Technology **Mgr ITO Svs Delivery/Implementation**

Oct. 2018 – May 2019

Accountable for the Data Center conversion, infrastructure integration and transformation. This included all contractual transition obligations (client contracts), integration and merging of Shared Services (Data, Licensing (hw, sw, facility), Sites, Staff and Services from Molina into DXC (\$120mm - 1400 FTEs, 6 sites, 6 clients). DXC **acquired** Molina Healthcare.

- Development and implemented a transition plan for the merger of the COTS (commercial off the shelf) products and services (including data center) from Molina Healthcare to DXC (\$6mm project/ 7-month initiative)
- Defined KPIs, metrics, templates related to project management, resource/capacity planning, scope/risk/issue management and delivered project on-time, on budget.

Molina Healthcare **Senior Manager, Implementation Technical Projects + Tools**

2011 – Oct. 2018

Accountable to deliver cost effective MMIS Healthcare solutions (COTS) to clients through collaboration, communication and fiscal responsibility (ROI). (WV, TX, NJ, USVI, ME, ID)

- Led the team to deliver 6 large technology projects (costing between \$20-\$80mm/ Teams of 150 + contractors on/off shore) which commenced during the RFP and ended upon project go-live when the project ends and turns over to operational account manager to run for a 7 year run rate.
- Led the design process, technical implementation, and full hybrid (Waterfall, Agile, Scrum) project management methodology for the 7 years and throughout my career since 2006. Utilizing scrum more in 2011 operations due to contractual restrictions on documentation.
- Created reports outlining fiscal position, forecasts utilizing MS project, JIRA, ALM and other unit/division specific reporting tools to create KPI's.
- Reported to EVP/CFO on a bi-weekly basis being project are highly visible with exposure.

- Each Implementation (1998-2018) included Data Center transformation, migration, conversion and integration of services is the riskiest aspect of all projects. Planning both strategic and tactical can and has minimized each data conversion successfully!

**Xerox
Director**

2009 – 2011

Implemented cost effective Transportation Solutions (Maersk, Fed Ex) to clients (International, Federal, State and Commercial) worldwide. Xerox **acquired** ACS.

- Led the PMO for Enterprise Projects + Portfolio tools which included rewriting all 32 of the PMM to ensure we continued to be CMMI Level 3 compliant.
- Created MS project work plans for RFPs and other projects, posted actuals and mentors project managers on how to report through MS project weekly.

**ACS
Program Manager/Implementation**

2002 - 2009

Provided sales support while delivering 5 large (\$28mm+ indiv.) projects encompassing multiple industries and services composed of staffing, hardware, software, data conversion, infrastructure, and land/site development.

- Delivered the DOL Federal project, 4 programs (FECA, BlackLung, Energy and Longshore) \$120mm project, full SDLC with over 120 FTEs on time, under budget with a top-quality award recognition by the client and executive management.
- Built a facility 200k sq. ft, development the software, implemented the solution, staffed operations with 120 in Tallahassee FL and all within budget and the timeframe.

**IBM
Project Manager**

1996 - 2002

Responsible for commercial client project delivery and sales generation for 3 north FL key accounts. (Healthcare – BCBS, Insurance – Prudential)

**Merrill Lynch
Client Service Manager**

1989 - 1996

Transitioned services from NYC to North Florida: hired, trained and managed financial specialists (120 FTEs) to process brokerage transactions.

Education

B.S. Marketing

Rowan University, Glassboro, New Jersey

Certifications/Awards

Certified Scrum Master (CSM), since 2011

Project Management Professional (PMP), since 2003

IBM management certifications: "Blue", 1999 and "SQA", 1998

Prestigious ACS Hustle Award recipient, 2007 & 2010

Molina Executive Award recipient, 2013, 2016 & 2017

<https://www.linkedin.com/in/allan-kosloski-27b0482/>



Jennifer Maise

Jennifer LaTulippe Maise, PMP

3630 North Berkeley Lake Rd, Berkeley Lake, GA 30096
(770) 310-6762 / jmaise@gmail.com

*Seasoned IT professional specializing in leading teams through complex, difficult, and troubled projects.
Seeking a leadership position that draws upon my management, data analysis, and development backgrounds.*

Certifications & Organizations

Project Management Professional (PMP)

PMI Atlanta Chapter

Skills

Technical:

Microsoft Project, Microsoft Access, Microsoft Excel, Rally, Trello, Jira, Microsoft Visio, Oracle, Business Objects, Business Intelligence (BI) tools, Clarity, logical and physical data models, data mining, SQL, SQL Server

Management:

Project management of complex areas: data center relocation and enterprise data warehouses and data marts; managing resources, planning utilization, creating and maintaining project plans, tracking financials, managing risks and issues, project status tracking and communication; process development, remote team management, public speaking, conducting training sessions, and making presentations to upper management.

Employment History

International Business Machines

February 2019 – Present

Operations Manager/Senior Project Manager

- ❑ Served as Operations Manager and Senior Project Manager managing multiple parallel projects. Strong stakeholder management across the client, IV&V, project vendors and internal IBM executive & leadership team.
- ❑ Consulted for a state agency to implement a 36 month, \$45 million Medicaid Data Warehouse Analytics platform.
- ❑ Led the development of a 36 month implementation schedule with a 65+ member team of developers, testers, analysts, leadership, and client teams.
- ❑ Drove project KPIs and managed project team and resources to the Project Management Plans (PMPs).
- ❑ Proactively led the technical delivery team, keeping the team focused on scope and schedule at hand.
- ❑ Developing and monitoring the Operational SLA tracking mechanisms.
- ❑ Leading intake, estimation, resourcing, and planning for state operational modification requests.
- ❑ Responsible for overall release management process and compliance.
- ❑ Coordinating client, development, and operations staff on system update activities.
- ❑ Managed communications with all levels of leadership both internally and externally, using multiple methods of communication (email, Slack, calls, meetings, documents, etc) as best suits each individual's needs.
- ❑ Forecasted resource needs of the team throughout the life of the program, ensuring the required skillsets were staffed at the appropriate points in the program timeline.
- ❑ Served as Business Product Owner within development scrum teams; prioritized development efforts, represented business needs, and cleared roadblocks impacting delivery.
- ❑ Served as a technical advisor within the PMO, providing guidance on technical issues to Project Managers working on the Data Warehouse program.
- ❑ Mentored PMO team on all aspects of data warehousing, project management techniques, and the hybrid agile/waterfall lifecycle process.
- ❑ Responsible for the implementation of an Enterprise Data Warehouse (EDW), Master Data Management (MDM), Historical Data Loads, and Data Extract development.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

- ❑ Successfully maintained a strong working relationship with a demanding client.

Kimberly Clark Corporation (via Resolution Technologies)

October 2018 – February 2019

Technical Program Manager – Global Supply Chain Analytics

- ❑ Oversaw all the projects in the Global Supply Chain Analytics Group and a team of 4 PMs and 4 technical leads
- ❑ Responsible for overall executive reporting, program financials, and risk mitigation and resolution.
- ❑ Responsible for vendor management of staffing agencies supplying on- and off-shore external resources in United States, Malaysia, India, Poland, and Argentina.
- ❑ Responsible for executive communication regarding historical progress and future-year planning.
- ❑ Developed process for 2019 and 2020 Program Planning activities.

David-Kenneth Group

April 2018 - October 2018

Senior Project Manager

- ❑ Managed data center consolidation projects for a Fortune 500 client, which resulted in the client realizing \$1million per month savings.
- ❑ Responsible for coordinating resources, developing implementation/migration plans, risk, and issue management.
- ❑ Migrated 1,600+ systems over five month period utilizing physical-to-physical (P2V), virtual-to-virtual (V2V), cloud migrations, and lift and shift methodologies.
- ❑ Drove and coordinated all migration executions, which resulted in over 60 migration events occurring with no incidents reported.
- ❑ Developed runbooks with mixture of client and DKG resources to ensure proper communication and execution.
- ❑ Worked with international teams to ensure identification and proper migration of assets.
- ❑ Developed plans and strategies for quickly migrating newly discovered IT assets.
- ❑ Identified issues and risks and developed appropriate mitigation strategies to quickly resolve any blockers
- ❑ Managed communications with executive level and team members.
- ❑ Coordinated activities between the consulting team, client IT resources, and client business owners.

Fiserv

June 2012 – November 2017

Project Delivery Manager

February 2015 – November 2017

- ❑ Managed a team of seven Infrastructure Project Managers supporting two business units in a highly matrixed environment. Management responsibilities included: hiring and budgeting for both contractor and FTEs, allocating PMO project resources to fulfil portfolio needs, performance reviews, conducting one on ones, developing goals and career guidance, and active mentoring of all staff members
- ❑ Led portfolio planning and support for the Card Services Business Unit. Supported 35-40 active projects (~\$11.5 million), including: escalation management, issue resolution, hours management, process guidance, portfolio management, project health reporting, and customer relationship management. Additionally provided additional support/guidance for Biller Solutions portfolio team (40 projects and ~\$7.5 million). Key area of project focus included the multi-year data center consolidation efforts, annual PCI remediation/audits, W2K3 migrations, and revenue generation initiatives.
- ❑ Developed a variety of reports to manage the overall delivery quality of PM team including: project hours analysis, project health, hours trending, phase gate review status
- ❑ Led and/or key participant for multiple project management quality initiative for PMO and instituting a weighted system measuring process compliance, documentation quality, and phase gate submission/approval.
- ❑ Led a team to develop new hire Project Management Process Training which has led to faster onboarding experience and greater retention for new Project Managers for the ETG PS-PMO
- ❑ Led several process improvement efforts including: new Playbook Template creation, standard MS Project build template for infrastructure build projects
- ❑ PMO Leader/Trainer for new hire orientation/process training

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Senior Project Manager **June 2012** – **February 2015**

- ❑ Successfully led 24 different infrastructure projects for various Fiserv business units. Projects ranged in size from small (two month) efforts through large/complex projects (multi-year). Scopes included network, security, storage, domain migrations, data center migrations, and various operating systems migrations. Became a highly sought after resource from business unit stakeholders due to unique leadership style and unmatched results.
- ❑ Parachuted in to multiple permanently poor health projects and was able to turn the projects around to successfully deliver the business goals of the projects
- ❑ Successfully implemented several high visibility, short timeline projects to successful completion
- ❑ Built successful partnerships with multiple business units that had previously been considered challenging
- ❑ Successfully able to maintain project team focus and appropriate management awareness through all aspects of change management in a highly dynamic environment, including client and organizationally driven change
- ❑ Mentored a dozen project managers through various aspects of project management methodology.
- ❑ Assisted PMO Director on quarterly resource assignments and interviewing potential PM candidates
- ❑ Participated in process improvement suggestions, including: developing a new Project Plan template for infrastructure build project, suggestions for streamlining the process, and helping with training sessions for resource contouring.

AT&T Technology Group

October 2004 – June 2012

Senior Project/Program Manager (Kelly Mitchell)

March 2010 – June 2012

Program Manager / Senior Project Manager (Comsys)

October 2004 – September 2008

- ❑ Sr Program Manager for the IPAG R9 Release with a \$17 million IT Release, managing 4 major projects and multiple project managers.
- ❑ Lead Project Manager for \$7.5 million IT project with 12 code-impacted application teams and 50 test impacted application teams. Managed all phases of software lifecycle development.
- ❑ Worked in the Broadband PMO and the Program Office for the Ethernet over Copper Program. This project had a \$5 million budget and implemented a new product line projected to bring in revenues of over \$400 million over ten years. Program coordinated the efforts of 18 IT development teams. Developed the process for Change Requests. Created and maintained the Integrated Project Plan for the overall effort.
- ❑ Managed the budget for each of the 12 projects, including securing the funding, managing quotes from the vendors, submitting requests for funding, creating reports to track budget versus actual, and reports for estimate to completion on projects. Project budgets ranged from \$30,000 to \$3,500,000. Total project portfolio - \$5,000,000
- ❑ Mentored several PMs on AT&T ITUP process.
- ❑ Worked in the IPAG PMO as the Change Control Manager and Process Advocate.
- ❑ Served as liaison between business customers and IT organization.
- ❑ Managed vendor relationships between BellSouth, Accenture Consulting, and EDS on multiple projects.
- ❑ General project management duties including resource allocation, budget, and scheduling.

MediaOcean (RKPL)

September 2005 – February 2006

Data Warehouse Consultant

- ❑ Performance tested the database and suggested Oracle-specific functions to increase performance.
- ❑ Developed a prototype Business Objects 11.2 universe to demonstrate new Business Objects functionality.
- ❑ Presented reporting recommendations to steering committee and senior management.
- ❑ Mentored key staff members and business analyst on data warehousing

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Collaborative Consulting (Eliasson Consulting)

August 2004 – October 2004

Data Warehouse Contractor

- ❑ Assisted Collaborative Consulting on a seven-week project to develop a Data Warehouse/reporting system proposal for a health insurance company in Atlanta, Georgia.
- ❑ Served as liaison between the customer/client and Collaborative providing status reports, leading requirements meetings, and other duties as necessary.
- ❑ Educated team members on the principles of data warehousing.

T-Mobile/VoiceStream (acquired Powertel May 31, 2001)

November 1997 – June 2003

Manager of Data Warehousing Development (T-Mobile)

Manager of Data Warehousing and Reporting, December 1999 – May 2001

Technical Accomplishments:

- ❑ Produced an Oracle Data Warehouse. Initial implementation: 14 dimensions, two fact groups, and 250 gigabytes. Twelve months post launch: 24 dimensions, eight fact groups and 4 terabytes.
- ❑ Gathered end user requirements and conducted JAD sessions.
- ❑ Designed data warehouse using Kimball methodology and a star schema design
- ❑ Developed data warehouse documentation, including scope, standards, architecture, and operations documents.
- ❑ Directed development of end-user training materials.
- ❑ Coordinated development and implementation of operational support procedures.

Managerial Accomplishments:

- ❑ Managed a team of twenty-four analysts, developers, and testers in geographically dispersed locations. Management included hiring project staff (contractor and FTE), conducting performance reviews, and active mentoring of all staff members
- ❑ Established project plans, timelines, and milestones
- ❑ Managed all projects for data warehouse back-end: established project plans and milestones, assigned resources, reviewed status reports, and coordinated with project managers in multiple groups in multiple locations nationwide.
- ❑ Used MS Project for project tracking, resource allocation, and deliverable tracking
- ❑ Established and managed project budgets.
- ❑ Presented twice to the Atlanta Business Objects Users Group and assisted the steering committee.
- ❑ Presented a case study of the Powertel Data Warehouse at the Hummingbird International Users Group in Las Vegas in October 2001.

Programmer Analyst, November 1997 – December 1999

Volunteer

Girl Scouts of Greater America

Service Unit Volunteer/Troop Leader

November 2014 – Present

Berkeley Lake PTA/PTO

Treasurer/Secretary - Executive Board

August 2015 – 2020

North Fulton Mothers of Multiples

Various Executive Board Positions

August 2010 – February 2015

Education

American Military University

M.S. Space Studies

Georgia State University

B.

S.

Business

Management



Linda Mras

Linda Mras
703-405-1718 (cell)
Lmras123@yahoo.com

SUMMARY

Seasoned executive in contracting, government relations, customer management and operations leveraging 30 years of experience negotiating and managing customer contracts, relationships and cross functional teams to achieve desired outcomes and operational efficiencies. Demonstrated senior leadership skills with abilities in relationship building, innovation, execution, and problem solving in diverse organizations.

WORK EXPERIENCE

Client Network Services, LLC | McLean, Virginia

Vice President, Contracts & Procurement

July 2019 – Present

- Member of senior leadership team contributing growth and maturation of Health Care IT Technology firm
- Leads contracts and procurement team members responsible for ensuring terms and conditions of buy and sell side arrangements balancing cost, performance and risk
- Implemented a new contracts management and e-signature platform to digitize all contracting transactions and approval processes
- Responsible for maturation and integration of templates and policies and procedures and evolving company to industry best practices
- Partner with technology, operations, and finance team to evaluate and create economies of scale, cost effectiveness and strategic sourcing objectives in procurement
- Partner with Program Directors to ensure successful execution of large-scale implementations and operations of technology platforms
- Business partner to capture and deal strategy teams in support of proposal and new business development activities
- Leads negotiations on customer agreements of a significant value or strategic importance
- Develops and maintains strong client and vendor partner relationships

Dun & Bradstreet, Inc. | Reston, Virginia

Leader, Government Contracts, Global Legal Team

September 2006 – July 2019

- Key member of the leadership team responsible for a \$120M global organization realizing year over year revenue growth while mitigating business risk.
- Business partner to internal stakeholders offering in-depth legal and government market knowledge to strategic and tactical priorities advising on legal/contracting risks, opportunities, solutions and alternatives.
- Responsible for structuring, drafting and negotiating complex agreements, including teaming, partnership, consulting and other legal agreements that pertain to global government sales efforts, while ensuring compliance with regulations and internal policies.
- Managed staff responsible for government contracting & pricing initiatives.
- Managed and directed cross functional teams to negotiate contracts, complete special projects, resolve customer relationship management issues, and facilitate new business.
- Provided strategic and tactical advice on securing new business contracts globally.
- Partnered with global government relations and corporate social responsibility teams to ensure public policy strategy execution and shaping of external debate on key public policy issues.

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- Responsible for analysis of new legislation to determine impacts to D&B's business interests.
- Responsible for nurturing partnerships and relationships with external stakeholders to positively impact D&B's business interests.
- Liaison with corporate compliance, legal, outside legal counsel, IT and finance staff to create policies, procedures and corporate infrastructure necessary for government contracting initiatives.
- Provide subject matter expertise on intellectual property licensing and data rights to ensure successful implementation on contracts.
- Successfully lead government audits and reviews.
- Along with C-suite executives, represented D&B before the GSA debaring official in a matter related to business dealings in China that resulted in a determination of responsibility for the US government division of D&B
- Program champion for projects to ensure compliance, mitigate business risks and lead compliance training initiatives.
- **2016 Presidents Club award winner**

OPTIMUS Corporation | McLean, Virginia
Director of Contracts & Pricing

August 2005-June 2006

- Responsible for providing management and leadership to contract and pricing administration staff to support up to \$40M in annual revenue of government contracting business in a high volume, fast paced and demanding environment.
- Responsible for staffing, workload planning and prioritizing resources for contracting and pricing staff.
- Provided customer relationship and contracting management for all customer contracts.
- Responsible for complete pricing and business proposal submission
- Served on proposal review teams
- Responsible for ensuring efficient and effective interaction between contracts staff and other corporate functions.
- Member of senior management team responsible for carrying out acquisitions, integration and growth strategies.

BAE Systems Information Technology, LLC | Herndon, Virginia
Sr. Contracts Manager

April 2003-August 2005

- Responsible for providing management and leadership to contract administration staff to support up to \$90M in annual revenue of government contracting business for civilian agencies.
- Responsible for "cradle to grave" contract management including negotiation of contractual terms and conditions in order to obtain the most favorable terms and conditions and to mitigate corporate risk.
- Responsible for teaming partner negotiation and administration of subcontracts for GWAC and agency-wide contracting vehicles.
- Provide interpretation of contract terms and conditions to management and operations staff including all relevant FAR, DFAR and agency supplement clauses.
- Interface with all levels of internal and external personnel to provide analysis and resolution of contractual problems.
- Participated in proposal teams

Dynamics Research Corporation | Alexandria, Virginia

April 1999-April 2003

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Contracts Manager

- Responsible for cradle to grave contracts management including customer and teaming partner negotiations and administration.
- Interface with Contracting Officers and Contracting Officers Representatives to ensure efficient and effective contract management.
- Participated in evaluating RFPs for bid/no-bid decisions and proposal strategy meetings
- Interfaced with internal partners to ensure that contractual and program management issues were resolved in a timely manner and to ensure customer satisfaction.

EDUCATION/TRAINING

Bachelor of the Arts, State University of New York Geneseo

May 1989

MBA, Virginia Polytechnic Institute and State University (credits earned)

1991

Case Western Reserve University – Women in Leadership, Inspiring Positive Change

Mind Gym – 7 Talents Leadership Experience

Georgetown Government Affairs Institute

- Congressional Operations Seminar
- Advanced Budget and Appropriations Process
- Advanced Legislative Process



EXHIBIT 7 – APPENDIX D – IRREVOCABLE LETTER OF CREDIT



***[THE ORIGINAL IRREVOCABLE LETTER OF CREDIT SHALL BE PROVIDED BY
CONTRACTOR WITHIN TEN (10) BUSINESS DAYS FROM THE EFFECTIVE DATE OF THE
CONTRACT]***



EXHIBIT 8 – APPENDIX J – BUSINESS ASSOCIATE AGREEMENT

EXHIBIT 8 – APPENDIX J – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as “Agreement”), effective this 30th day of September, 2021 (hereinafter the “Effective Date”) is made and entered into by and between the **Georgia Department of Community Health** (hereinafter referred to as “DCH”) and **Client Network Services, LLC** (hereinafter referred to as “Contractor”) as **Exhibit 8 to Participating Addendum # 2022001** between DCH and Contractor dated TBD (hereinafter referred to as the “Contract”).

WHEREAS, DCH is a hybrid entity, as defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and is required by HIPAA to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services on behalf of or in support of health care components of DCH, which functions, activities or services involve the use of Protected Health Information as defined by HIPAA (“PHI”);

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of PHI;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DCH and Contractor (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or “HITECH”), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the “Privacy Rule and Security Rule.” If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term “NIST Baseline Controls” means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for “moderate impact” information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DCH. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.
 - C. After providing written notification to DCH’s Office of Inspector General, use PHI to make a report to a health oversight agency authorized by law to investigate DCH (or otherwise oversee the conduct or conditions of the DCH) about any DCH conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.502(j)(1).

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Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to DCH's Office of Inspector General if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate DCH.

- D.** Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DCH that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.502(j)(1).
3. Contractor represents and warrants that only individuals designated by title or name on Exhibits 8-A and 8-B will request PHI from DCH or access DCH PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.
 4. Contractor represents and warrants that the individuals listed by title on Exhibit 8-A require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Exhibit 8-A whenever necessary. Uses or disclosures of PHI by individuals not described on Exhibit 8-A are impermissible.
 5. Contractor represents and warrants that the individuals listed by name on Exhibit 8-B require access to a DCH information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Exhibit 8-B immediately, but at least within 24 hours, of any change in the need for DCH information system access by any individual listed on Exhibit 8-B. Any failure to report a change within the 24 hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
 6. Contractor agrees that it is a Business Associate to DCH as a result of the Contract, and represents and warrants to DCH that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further represents and warrants to DCH that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules that apply to Business Associates, including, but not limited to policies and procedures addressing HIPAA's requirements that Business Associates use, request and disclose only the minimum amount of PHI necessary to perform their services, and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates and will continue to maintain and update such policies and procedures. These policies and procedures, and evidence of their implementation, shall be provided to DCH upon request.
 7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DCH: HIPAA Privacy and Security Specialist
 Office of General Counsel
 hipaa@dch.ga.gov

Agency Information Security Officer
dchois@dch.ga.gov

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- B.** At Contractor:
- Arnold Morse
General Counsel
Arnold.Morse@cns-inc.com
- Mike Jin
Chief Security Officer
Mike.Jin@cns-inc.com

8. Contractor further agrees that it will:

- A.** Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- B.** Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DCH has agreed in writing that the control is not appropriate or applicable.
- C.** Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DCH. Such safeguards must include all NIST Baseline Controls, unless DCH has agreed in writing that the control is not appropriate or applicable.
- D.** In addition to the safeguards described above, Contractor shall include access controls that restrict access to PHI to the individuals listed on 8-A and 8-B, as amended from time to time, shall implement encryption of all electronic PHI during transmission and at rest.
- E.** Upon DCH's reasonable request, but no more frequently than annually, obtain an independent third-party assessment of Contractor's implementation of applicable NIST Security Controls and Standards including the encryption of all stored and transmitted DCH PHI. The annual independent assessment shall meet all standards and requirements of the most current version of NIST Special Publication (SP) 800-53, Moderate-Impact-Baseline Controls/Sub-controls having a Data Security Categorization Risk Level of "Moderate Risk" as detailed in the NIST/FIPS 199 Federal Data Security Categorization Standard. Contractor shall provide to DCH an independent third-party Security Assessment Report (SAR) containing details regarding the criteria and supporting artifacts used to verify whether the Controls criteria was met or not. All Controls having a Status of "Not Met" must be detailed in a Plan of Action and Milestones Report (POA&M) detailing the identified Tasks needed to remediate the Control Gaps and the Severity Level of the identified Gaps along with a Planned Remediation Date. Contractor shall remediate all identified issues by the dates set forth in the DCH-approved POA&M and report the Remediation Status of all POA&M Items at an interval determined by the State. Contractor shall bear the costs associated with the Independent Assessment and ensure that corrective actions identified during the independent assessment are implemented by the dates specified in the POA&M Report.

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- F. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- G. Maintain a business associate agreement with its agents or subcontractors to whom it provides PHI, in accordance with which such agents or subcontractors are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.
- H. Report to DCH any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware.
- I. Make an initial report to the DCH in writing in such form as DCH may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:
 - i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
 - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved);
 - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
 - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
 - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
 - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DCH HIPAA Privacy and Security Officer or the DCH Information Security Officer, Contractor agrees to make a complete report to the DCH in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the DCH, Contractor agrees to implement the corrective action plan and provide proof of implementation to the DCH within five (5) business days of DCH's request for proof of implementation.

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- J.** Report to the DCH HIPAA Privacy and Security Officer and the DCH Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above. Contractor agrees to make a complete report to the DCH in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DCH's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to the DCH.
- K.** Upon DCH's reasonable request and not more frequently than once per quarter, report to the DCH Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.
- L.** Cooperate with DCH and provide assistance necessary for DCH to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DCH in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DCH, including cooperation with DCH privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M.** If DCH determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DCH, after the notifications are approved by the DCH. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that DCH determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DCH HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DCH's approval of the notification letter.

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- N.** Make any amendment(s) to PHI in a Designated Record Set that DCH directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of DCH. Contractor also agrees to provide DCH with written confirmation of the amendment in such format and within such time as DCH may require.
- O.** In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, Contractor shall, within five (5) business days following DCH's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DCH, provide DCH access to the PHI in an individual's Designated Record Set. However, if requested by DCH, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
- P.** Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DCH within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q.** Document all disclosures of PHI and information related to such disclosures as would be required for DCH to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DCH, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DCH HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DCH. If requested by DCH, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the DCH upon request.
- R.** In addition to any indemnification provisions in the Contract, indemnify the DCH from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DCH.
- S.** Contractor shall pay liquidated damages as outlined in Appendix B (Performance Standards and Liquidated Damages), of the Contract, for failure to comply with the terms of this Business Associate Agreement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet any deadlines set forth in this Business Associate Agreement and/or Appendix B.

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9. DCH agrees that it will:

- A.** Notify Contractor of any new limitation in the applicable Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- B.** Notify Contractor of any change in, or revocation of, authorization by an Individual for DCH to use or disclose PHI to the extent that DCH determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- C.** Notify Contractor of any restriction regarding its use or disclosure of PHI that DCH has agreed to in accordance with the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- D.** Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DCH agrees to contact Contractor to determine feasibility of compliance. DCH agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The **Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI provided by DCH to Contractor, or created or received by Contractor on behalf of DCH, is destroyed or returned to DCH, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

A. Termination for Cause. Upon DCH's knowledge of a material breach of this Agreement by Contractor, DCH shall either:

- i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DCH;
- ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or
- iii. If neither termination nor cure is feasible, DCH shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination/Expiration.

- i. Upon expiration of this Agreement, or termination of this Agreement, for any reason, DCH and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph,

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Contractor must notify DCH and obtain instructions from DCH for either the return or destruction of the PHI.

- ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DCH may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DCH may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- iii. This Effect of Termination/Expiration section survives the termination/expiration of the Agreement.

11. Interpretation. Any ambiguity in this Agreement shall be resolved to permit DCH and Contractor to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.

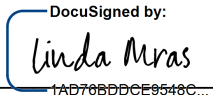
(Signatures on following page)

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IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

CLIENT NETWORK SERVICES, LLC

BY:  9/30/2021
SIGNATURE DATE

Linda Mras

Vice President, Contracts
TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

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EXHIBIT 8-A

List of Individuals Permitted to Receive, Use and Disclose DCH PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DCH Protected Health Information in order for Contractor to perform the services described in the Contract:

- _____
- _____
- _____
- _____
- _____

Transfers of PHI must comply with DCH Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DCH:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through "secure tunnel" approved by DCH Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DCH. Use of DCH Protected Health Information by individuals who are not described on this Exhibit 8-A, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Exhibit 8-A as needed and provide the updated form to DCH.

DCH Project Leader Contact Information: Matthew Jarrard
Deputy CIO, Medicaid Enterprise System Chief
Georgia Department of Community Health
2 Peachtree Street, NW; 38th Floor,
Atlanta, GA 30303
404-293-4440
mjarrard@dch.ga.gov

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EXHIBIT 8-B

Part 1:

Please initial beside the correct option. Please select only one option.

_____ Contractor DOES NOT need any user accounts to access DCH Information Systems.
Do not complete Part 2 of this form.

_____X_____ Contractor DOES need user accounts to access DCH Information Systems. Please
complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor DOES need any user accounts to access DCH Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DCH Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DCH Information Systems containing DCH Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DCH Information System	Type of Access (Read only? Write?)

The DCH Project Leader must submit a completed DCH Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DCH Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DCH Access Control Coordinator (dchois@dch.ga.gov and helpdesk@dch.ga.gov) immediately, but at least within 24



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hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Exhibit 8-B as needed and provide the updated form to DCH.

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EXHIBIT 9 - ENTERPRISE DATA MANAGEMENT STRATEGY (EDMS)

EXHIBIT 9
ENTERPRISE DATA MANAGEMENT STRATEGY (EDMS)

Enterprise Data Management Strategy (EDMS)

Version 3.0 | April 2021



**GEORGIA DEPARTMENT
OF COMMUNITY HEALTH**

Document Versions

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1.0	7/1/2016	First Published Version for approval by HIM Committee	HWT/MAA
2.0	6/20/2018	Division of EDMS into Strategic, Tactical, Implementation, and Operational Components.	Dwayne Carter
3.0	03/31/2021	Updated section titles and content to better align to updated enterprise goals and in preparation for the Enterprise Data Governance Committee Review and approval.	Dwayne Carter



Contents

1. EDMS Overview	5
1.1. Purpose	5
1.2. Scope	5
1.3. Drivers & Enablers	5
1.4. Implementing the EDMS	6
1.5. Release Schedule	8
2. DCH Data Management Goals	9
2.1. Defining Data	9
2.2. Data Lifecycle	9
2.3. Defining Data Management	10
2.4. Goals	10
2.5. Guiding Principles	10
3. DCH Data Management Framework	11
3.1. Data Management Function Overview	11
3.2. Data Governance	12
3.3. Data Architecture Management	14
3.4. Data Modeling & Design Management	15
3.5. Data Storage & Operations Management	16
3.6. Reference Data Management	17
3.7. Master Data Management	17
3.8. Data Quality Management	18
3.9. Data Security and Privacy Management	19
3.10. Data Exchange and Integration Management	21
3.11. Business Intelligence Management	21
3.12. Metadata Management	22
3.13. Data Warehouse Management	23
3.14. Document & Content Management	24
4. DCH Data Management Roadmap	25
4.1. Enterprise Data Governance Implementation Initiative	25
4.2. Enterprise Data Modeling & Design Initiative	25
4.3. Enterprise Master Data Initiative	26
Appendix A. Supporting Tactical Documents	27
Appendix B. Project/Solution Data Management Plans	28



Table of Tables

Table 1- Data Governance Roles.....	13
Table 2 - Data Governance Bodies.....	13
Table 3 - Enterprise Data Governance Initiative Overview	25
Table 4 - Enterprise Data Modeling & Design Initiative Overview	25
Table 5 - Enterprise Master Data Initiative Overview	26
Table 6 - Supporting Tactical Documents	27

Table of Figures

Figure 1 - Supporting Document Types	8
Figure 2 - Data Lifecycle	9
Figure 3 – DCH Data Management Framework.....	11



1. EDMS Overview

The Enterprise Data Management Strategy (EDMS) establishes the guidelines, techniques, processes, and tools that govern how the Georgia Department of Community Health (DCH) manages data. It provides the basis for understanding and agreement across divisions/offices on the goals, benefits, and activities necessary to manage data across the enterprise.

1.1. Purpose

The EDMS purpose is to specify how DCH has adopted data management best practices to support the management of data and meet enterprise goals and objectives. It also defines high-level expectations for stakeholders that support the management of DCH data. The EDMS represents a living document. As DCH's capabilities continue to grow, it will evolve and grow to represent the current DCH environment. The EDMS serves as a reference for all DCH staff and associates that participate in the management of DCH data. DCH will provide mechanisms for all stakeholders to provide feedback, receive notifications of changes and adoption expectations.

The EDMS is designed to support the following:

- Align DCH data management-related activities and provides a roadmap to use in planning
- Provide guidance for making decisions associated with information, data sharing, and seamless interoperability
- Reduce cost by aligning and focusing data management-related activities
- Provide the foundation to obtain data about members, providers, and procedures and combined with other data, find billing aberrancies or outliers to support program integrity, fraud prevention, detection, etc.
- Provide an information structure that enables the DCH to share data in formats with a common definition resulting in consistent application across the enterprise.
- Reduce risk-to-system development by reducing custom solutions and promoting interoperability and data sharing
- Increase overall quality of the DCH services provided to stakeholders
- Provide a common set of data management processes and tools that can be leveraged and reused to increase DCH operational efficiency
- Allow DCH to benefit from the Data assets of partners including other State Medicaid Agencies.

1.2. Scope

The scope of the EDMS focuses on defining data management terms, definitions, goals, principles, vision, and expectations to guide the management of DCH data. The EDMS is designed to support the DCH enterprise including all divisions within the department and is not limited to a single program.

1.3. Drivers & Enablers

The development and maintenance of the EDMS is driven by many internal and external factors that include but are not limited to the following:

- Data Management Body of Knowledge (DMBOK)
- MITA Framework and Initiative
- Medicaid Enterprise System (MES) Certification
- Health Insurance Portability and Accountability Act (HIPAA) Rules
- NIST 800-53 Data Security Standards



1.3.1. Data Management Body of Knowledge (DMBOK)

The Data Management Body of Knowledge (DMBOK) was established and maintained by the Data Management Association (DAMA). The DMBOK provides data management professionals with standards and a framework to manage their data and mature their information infrastructure. The framework and standards defined in DMBOK represents industry best practices for the management of data and will be a key reference used for defining the EDMS.

1.3.2. MITA Framework and Initiative

The Centers for Medicaid & Medicare (CMS) established the Medicaid Information Technology Architecture Framework that seeks to improve the operations of State Medicaid Agencies, as well as drive the development of interoperable, reusable technical solutions. A large portion of the framework focuses on Information Architecture and Data Management. The MITA framework identifies several high-level guidelines to help State Medicaid Agencies change the way states think about, procure, implement, and maintain technical solutions. Although the EDMS is developed to support all divisions within DCH and not just Medicaid, it provides a valuable resource that helps to standardize and streamline the management of data. As a result, the EDMS will leverage the MITA framework and will reflect many of the guidelines and standards identified within the framework.

1.3.3. Medicaid Enterprise System Certification (MES)

CMS has developed a certification program for technical solutions seeking enhanced federal financial participation funding. The certification program seeks to ensure that technical solutions are interoperable and reusable across and between State Medicaid Agencies (SMA). One of the core aspects of the certification program is centered on the management of data and the ability to demonstrate data-driven results and outcomes. The EDMS defines how all DCH technical solutions, staff and associates manage data, and must ensure that it reflects and meets the needs of MES certification.

1.3.4. Health Insurance Portability and Accountability Act (HIPAA) Rules

The Secretary of the U.S. Department of Health and Human Services (HHS) developed HIPAA Privacy and Security Rules as a response to the passing of the HIPAA of 1999. The Privacy Rule, or Standards for Privacy of Individually Identifiable Health Information, establishes national standards for the protection of certain health information. The Security Standards for the Protection of Electronic Protected Health Information (the Security Rule) establish a national set of security standards for protecting certain health information that is held or transferred in electronic form. The Security Rule operationalizes the protections contained in the Privacy Rule by addressing the technical and non-technical safeguards that organizations called “covered entities” must put in place to secure individuals’ “electronic protected health information” (e-PHI). As a covered entity, DCH must comply with HIPAA Privacy and Security Rules. The EDMS must ensure that it adequately addresses HIPAA Privacy and Security rules.

1.3.5. NIST 800-53 Data Security Standards

The NIST 800-53 Data Security Standards establishes the security standards that federal agencies use to implement the Federal Information Security Management Act as well as to manage other programs that protect data and promote information security. The EDMS must ensure that it adequately addresses and supports NIST 800-53 Security Standards.

1.4. Implementing the EDMS

The EDMS represents a comprehensive strategy that describes the expectations for the management of DCH data. To help ensure that the EDMS is successfully implemented and is meeting the needs of the enterprise, there will be additional documents developed to help support the goals and objectives outlined in



the EDMS. The documents created to support the EDMS will supplement and not duplicate information. The different types of documents that will be developed to supplement the EDMS include the following:

- **Strategic Document** - Establishes a high-level strategy for the DCH enterprise. Defines a strategic framework that will structure and guide the management of DCH data. It includes high-level information that defines the vision, core functions, principles and expectations for adoption and is represented by this document.
- **Tactical Document(s)** – Elaborates on the EDMS for a specific data management function. (e.g., Data Quality, Reference Data, etc.) Tactical documents define detailed processes, techniques, standards, and tools for a data management function. They help provide additional expectations and guidance to stakeholders and will be developed based on priorities established by the Enterprise Data Governance Committee (EDGC).
- **Operational Document(s)** – Elaborates on the EDMS for a specific technical solution. Operational documents describe solution specific data management procedures and techniques. They describe how the solution team is adhering and adopting the EDMS and all associated tactical documents. It represents the implementation and operationalizing of the EDMS.



Figure 1 - Supporting Document Types



Strategic Documents	Tactical Documents	Operational Documents
Enterprise Data Governance Management Strategy • Goals • Principles • Function Definitions • Vision • Adoption Expectations • Roadmap	EDMS Supplement Document • Detailed Processes • Policies • Standards • Tools & Techniques • Detailed Adoption Guidelines • Resources & Reference Models • Templates	Project/Solution Data Management Plan • Procedures • Roles & Responsibilities • Policy Exceptions • Data Artifacts and Models

1.5. Release Schedule

The final version of the EDMS will be published, released and accessible to DCH stakeholders. As the DCH data management environment continues to mature, the EDMS will be updated, changes logged, and new versions published and released.

DCH Stakeholders will have an opportunity to submit comments and feedback on the EDMS. Once received, the comments will be assessed, prioritized, and assigned to a future release of the EDMS by the Enterprise Data Governance Committee (EDGC).



2. DCH Data Management Goals

Having good data and information are one of the most important predictors of success. Good data and information enable organizations to make smart decisions that are based on reality and help realize desired outcomes. Organizations that have high-quality data about their members, services, networks, etc. can make better decisions than those with unreliable data. They can seamlessly share needed data with partners faster and cut costs when transferring from one system to another. Failure to manage data can result in waste and lost opportunities. Having an established approach to managing data is critical for DCH and will enable the enterprise to reach business goals and outcomes.

The following section will provide an overview of DCH data management goals and guiding principles. It will also include descriptions of data, the data lifecycle, and the meaning of data management.

2.1. Defining Data

Data is the representations of facts about the world. Those facts are then interpreted by people and technology. The use of data enables an organization to fulfill its mission, to meet its goals and objectives. As technology has advanced, the amount of data available for an organization to use has substantially increased, making the appropriate management of data critical to organizations. Since data provides the connection from business to technology, it is important that the management of data meets the needs of both business and technology.

Data is often referred to as “raw material of information” and information as “data in context”. Although this can be useful for some stakeholders to make this distinction, DCH will not make this distinction. One individual’s data is another individual’s information. Data is a form of information and information is a form of data.

2.2. Data Lifecycle

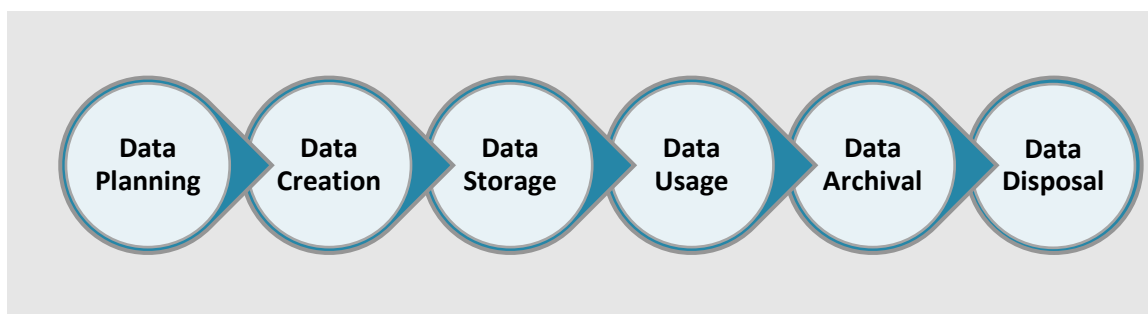
Like technology and other enterprise assets, data has a defined lifecycle. The data lifecycle identifies the major phases in the life of data including the following:

- **Data Planning** – The planning and design of data structures, collection methods, and management processes.
- **Data Creation** – The creation, collection, or acquisition of data.
- **Data Storage** – The storage and protection of data once it has been created, collected, or acquired.
- **Data Usage** – The use of data to support business activities.
- **Data Archival** – The copying of data that is no longer needed on a regular basis from an active production environment to a non-active environment.
- **Data Disposal** – Removing the data from all environments once the data is no longer needed by the business.

Although the data lifecycle is different, it is closely aligned to the System Development Lifecycle. The activities associated with both must be closely coordinated.

Figure 2 - Data Lifecycle





2.3. Defining Data Management

Data management is the development, execution and supervision of plans, policies, programs, and practices to deliver control, protect, and enhance the value of data and information assets throughout their lifecycle. Data management activities are wide-ranging. They include everything from the ability to make consistent decisions about how to get strategic value from data to the technical deployment and performance of databases. Data management requires both technical and non-technical skills. Responsibility for managing data must be shared among business, information, and technology roles. Stakeholders from across DCH must collaborate to ensure that DCH data is high quality that meets enterprise needs.¹

2.4. Goals

The goals for the management of DCH data include the following:

- Increase the standardization of data across data source systems and third-party resources
- Increase the adoption of data standards including statewide standard data definitions
- Increase the collection and standardization of metadata to convey the overall meaning and use of DCH data and information
- Increase the overall quality of DCH data
- Increase data collaboration and partnerships across state agencies to leverage data solutions and reduce duplicative and technical components.
- Increase stakeholder participation in data governance and stewardship

2.5. Guiding Principles

Guiding principles are high-level rules for stakeholders to use when managing and making decisions regarding DCH data. The management of DCH data should be governed by the following core principles:

- Data is an enterprise asset
- Data is important only to the extent that it provides value
- Structural data, exchange and technology standards are critical for data in motion
- Data at rest is important because it could become data in motion to fulfill a business need
- Data in process is only of interest when it involves shared data
- Data will never completely match or be totally consistent

¹ Data Administration Management Association International (DAMA), DMBOK Data Management Body of Knowledge 2nd Edition (DAMA-DMBOK2, 2017)



3. DCH Data Management Framework

Data management involves a set of interdependent functions, each with its own goals, activities, and responsibilities. A data management framework is needed to help organize these functions and understand the relationships and dependencies across them. The following section provides a description of the DCH data management framework. The DCH data management framework is heavily based on DMBOK but is adjusted to meet the unique needs and environment of DCH. The DCH data management framework is organized into functions. Each function within the framework will be described in this section and will include the following:

- Definition – Provides a high-level description of the function and some of the key processes within the function.
- Vision – Provides a high-level vision statement that describes DCH desired future state for the function.
- Strategy Adoption Expectations – Provides a high-level description on stakeholder expectations for performing the function to support DCH data.

3.1. Data Management Function Overview

To support DCH throughout the entire data lifecycle, data management processes have been grouped into high-level functions or categories. These data management functions are used for the following:

- Defining the boundaries between technology management vs. data management
- Defining and grouping common data management processes
- Categorizing data management issues and risks
- Defining data management roles and responsibilities
- Identifying governance body participants
- Identifying data management tools & standards

The DCH data management functions include the following:

- Data Governance
- Data Modeling & Design Management
- Data Architecture Management
- Data Storage & Operations Management
- Reference Data Management
- Data Quality Management
- Data Security and Privacy Management
- Data Exchange and Integration Management
- Business Intelligence Management
- Metadata Management
- Master Data Management
- Data Warehouse Management
- Document & Content Management

Figure 3 – DCH Data Management Framework





3.2. Data Governance

Data Governance is defined as the exercise of authority and control (planning, monitoring, and enforcement) over the management of data assets. (DAMA, 2017). It is separate from business and IT governance. Business governance focuses on governing the overall business architecture which includes items such as business processes, activities, business goals, etc. IT governance focuses on governing the overall Technical Architecture which includes items such as the Application Portfolio, hardware, software, etc. Data governance focuses exclusively on data and facilitating the management of data assets.

Data Governance should not be viewed as a one-time activity. Governing data requires an ongoing program focused on ensuring that an organization can exercise authority and control over the management of data assets.

3.2.1. Data Governance Vision

DCH seeks to establish and maintain enterprise data governance roles, bodies, and processes that provide oversight over the management of DCH data. The data governance roles and bodies must have business and technical representatives from across the enterprise and enable the submission and resolution of data management issues, risks, and opportunities.



3.2.2. Data Governance Roles

The following table outlines the enterprise data governance roles that have been established to help support the management of data.

Table 1- Data Governance Roles

Name	Description	Level
Data Owner	Represents management-level roles that are most responsible for a DCH Business/Subject area. They have approval authority for decisions about information within their business/subject area. They authorize access to information in accordance with the classification of information and the need for access to it. They monitor and ensure compliance with all applicable laws, security policies and procedures affecting the information. This role is assigned in coordination with business area/process ownership.	Business Executive
Business Data Steward	Represents individuals that have been selected by division/program managers to represent their division/program. They represent business professionals, subject matter experts, accountable for their assigned information area. They are the point of contact for Data Administrators and work with them to define and control data. This includes defining data rules, requirements, etc.	Business (By Subject Area)
Data Custodian	Represents a DCH system, data store or related technology. They monitor and ensure compliance with all applicable laws, and agency and state security policies and procedures affecting the information, advising data owners and the agency ISO of vulnerabilities, specific means of protecting that information, and any actual or attempted violations of privacy or security policies, practices, and procedures.	Technology (By Data Store)
Data Administrator	Represents an individual that has a full-time responsibility for performing one or more data management functions.	Data (By Data Management Function)
Data Users	Data users comply with applicable laws and administrative policies as well as any additional security policies and procedures established by the owner of the information and the agency Information Privacy and Security Officer. Data users are users of the system data, and may also create, manipulate, and report on data required from a program role perspective.	All

3.2.3. Data Governance Bodies

Data governance bodies are groups of individuals that work together to help ensure data is managed effectively and efficiently. The following table outlines the data governance bodies that have been established to help provide oversight over the management of DCH data.

Table 2 - Data Governance Bodies



Name	Description	Roles
Enterprise Data Governance Committee (EDGC)	Represents a group of individuals that define the EDMS, standards, policies, and processes. They help resolve data issues and escalations.	• Data Owners • Data Administrator
Data Steward Workgroup	Represents a group of data stewards that meet regularly to review detailed subject area data models, identify data issues and risks that require escalation.	• Data Stewards
Data Workgroups	Represents a temporary group that is formed with individuals from across the organization to resolve a specific data management issue, problem or need.	• Varies

3.2.4. Data Governance Adoption Expectations

Each party that manages DCH data must identify a representative that will serve as a data custodian/point of contact for the system/project. This individual may be asked to participate in workgroups and or interviews to provide DCH information about the project and/or system. Parties are also expected to follow all applicable DCH adopted Data Standards, which shall include those identified through applicable state and federal guidelines (i.e., HIPAA) The Data Management Plan must identify a data custodian from the system/project team as well as how data will be governed including the identification of applicable Data Standards.

3.3. Data Architecture Management

Architecture refers to the art and science of building things and to the results of the process of building the buildings themselves. It refers to the organized arrangement of component elements intended to optimize the function, performance, feasibility, cost, and aesthetics of an overall structure or system. Enterprise Architecture refers to the building of an organization. The primary components of an enterprise architecture are the business, data, and technical architectures. The business defines the business components such as business processes, business activities, etc. The data architecture refers to data components such as data objects, messages and data stores that support the business components. The technical architecture refers to the applications and the technology that support the business and data components. Data Architecture plays a pivotal role in supporting DCH.

(DAMA, 2017)

3.3.1. Data Architecture Vision

DCH seeks to establish an enterprise data architecture that enables stakeholders with the opportunity to understand the meaning and use of DCH data. This includes the establishment of an enterprise metadata repository that includes relevant information from DCH intrastate and regional partners. DCH must have the ability to track the data that is used to support the enterprise, along with the business processes that the data supports and the application and technology that uses the data. This will enable the ability to assess and identify impacts and identify data reuse and leverage opportunities. The DCH enterprise data architecture will be driven by the following principles:

- Translator: Data Architecture translates business needs into data and system requirements so that processes consistently have the data they require. (DAMA, 2017)



- **Manage Complexity:** Data Architecture manages complex data and information delivery through the enterprise. (DAMA, 2017)
- **Change Agent:** Data Architecture plays a pivotal role in enabling DCH changes, transformation, and agility. (DAMA, 2017)
- **Requirement Driver:** Data architecture should define data requirements, guide data integration, control data assets and align data investments with business strategy. (DAMA, 2017)
- **Collaboration:** Data architecture collaborates with and learns from various stakeholders that are engaged with improving business or IT systems development. (DAMA, 2017)
- **Enterprise Semantics:** Data architecture establishes semantics of DCH through establishing a common business vocabulary. (DAMA, 2017)

3.3.2. Data Architecture Adoption Expectations

All parties that manage DCH data must align to the DCH Data Architecture. The DCH Data Architecture includes data about the business processes and activities that use the data, the data stores that hold the data, and the data standards that guide the vocabulary and structure of the data. That includes identifying and submitting applicable data architecture information to DCH to be included in the DCH metadata repository. The current tool used by DCH to support Data Architecture and the tool used to manage the metadata repository is Enterprise Architect by Sparx. The Data Management Plan must identify the data architecture information from the system/project that will be submitted to DCH including the frequency and format for submission. If the DCH Data Architecture Management Strategy does not address specific needs, the vendor shall document their management approach and ensure that it is aligned to the stated goals and principles, as well as best practices.

3.4. Data Modeling & Design Management

Data modeling refers to the processes associated with identifying, analyzing, and scoping data requirements, and then representing and communicating these data requirements in a specific form called the data model. This process is iterative and includes modeling at various levels of abstraction including conceptual, logical, and physical models. (DMBOK2, 2017)

3.4.1. Data Modeling & Design Vision

DCH seeks to maintain standard enterprise data modeling and design processes, and standards that can be adopted throughout the enterprise. This includes establishing and maintaining an enterprise data model that serves as a reference for all DCH data and includes statewide standard data definitions. Data models and designs created to support DCH data should meet the following:

- Be concise and identify formal definition of data structures and relationships
- Help explain the boundaries for data context and implementation of purchased application packages, projects, initiatives, or existing systems
- Preserve DCH memory by capturing knowledge in an explicit form
- Serve as a reusable map to help DCH stakeholders understand data
- Reference the enterprise data model to ensure consistent meaning and structure of data across source systems and third-party resources

3.4.2. Data Modeling & Design Adoption

All parties that manage DCH data must adopt the enterprise data modeling processes, standards, and resources such as the DCH Enterprise Data Model. The physical data models developed to support a DCH database and/or data transmission must be developed, maintained, and submitted to DCH and include the following:



- Physical Data Model Diagram – A diagram that depicts the data, fields, and relationships between the data
- Data Dictionary – A catalog of data fields including descriptions, data types and a reference to the enterprise data model.
- Reference Values – A list of all valid values/reference codes used within the Data Dictionary.

3.5. Data Storage & Operations Management

Data storage refers to both the paper and electronic storage of data. It includes the design, implementation, and support of stored data, to maximize its value throughout its lifecycle, from creation/acquisition to disposal. The successful and safe storage of DCH data, and the data operations associated with creating, retrieving, updating, and deleting it are critical activities for DCH.

(DAMA, 2017)

3.5.1. Data Storage & Operations Vision

DCH seeks to establish and maintain standard processes, policies, and standards for managing and operating data stores. This includes minimizing duplication of data stored throughout the department and moving applicable data from non-electronic data stores (e.g., file cabinets) to electronic data stores that allow for easier access, better data quality, better reporting, and more efficient management of data. DCH data storage & operations will be driven by the following principles:

- *Identify and act on automation opportunities:* Automated database development processes, developing tools, and processes shorten each development cycle, reduce errors, and rework, and minimize the impact on the development team. This improvement work should be done in collaboration with data modeling and data architecture.
- *Build with reuse in mind:* Develop and promote the use of abstracted and reusable data objects that prevent applications from being tightly coupled to database schemas. Several mechanisms exist to this end, including database views, triggers, functions and stored procedures, application data objects and data access layers, XML and XLST and web services. The end goal is to make using the database as quick, easy, and painless as possible.
- *Understand and appropriately apply best practices:* Promote database standards and best practices as requirements but be flexible enough to deviate from them if given acceptable reasons for these deviations. Database standards should never be a threat to the success of a project.
- *Connect database standards to support requirements:* Performance expectations should reflect the transfer of responsibility from design to development, allowing a development team to code their own database update procedures or data access layer. This prevents an 'all or nothing' approach to standards.
- *Set expectations for the DBA role in project role:* Ensure project methodology includes onboarding project roles during the project definition phase. This enables each project role to understand project needs and support requirements up-front. Have dedicated project roles during analysis and design to clarify expectations about tasks, standards, work effort, and timeliness for development work. Teams should clarify expectations for support after implementation.

(DAMA, 2017)

3.5.2. Data Storage & Operations Adoption Expectations

All parties that store DCH data must align to DCH data storage and operations policies, standards, and processes. The Data Management Plan must identify how the system/project will store DCH data and operate the data storage. This includes identifying all applicable data storage operational processes, locations, standards, turnover, and conversion plans. If the EDMS or supporting supplemental



documentation does not address specific needs, the vendor shall document their management approach and ensure that it is aligned to the stated goals and principles, as well as best practices.

3.6. Reference Data Management

Reference data is any data that is used to characterize or classify other data, or to relate data to information external to an organization. (DAMA, 2017). The most basic reference data consists of codes and descriptions, but some reference data can be more complex and incorporate mappings and hierarchies. Reference data is used by virtually all business areas and exist in every data store. The management of it is critical to establishing a common business understanding across all business areas. (DAMA, 2017)

3.6.1. Reference Data Vision

DCH seeks to establish and maintain enterprise reference data management processes, policies, and standards. This includes establishing and maintaining a centralized enterprise reference data store to store and manage critical reference data. The centralized reference data store should include services that allow applications and partners to request and receive reference data. The management of DCH reference data will be driven by the following principles:

- Shared Data: Reference data must be managed so that it is shareable across DCH.
- Ownership: Reference data belongs to DCH, not to an individual application or business unit. DCH will appoint data stewards to help manage Reference data.
- Quality: Reference data requires ongoing data quality monitoring and governance
- Controlled Change: Changes to Reference Data should follow a defined process; changes should be approved and communicated before they are implemented.

(DAMA, 2017)

3.6.2. Reference Data Adoption Expectations

Each party that manages DCH data, must adhere to all applicable reference data standards adopted by DCH, the state of Georgia, applicable regional or national agencies. For reference data used that does not have an adopted strategy, DCH expects that all system/projects will attempt to use industry best reference standards when applicable. The Data Management Plan must identify the reference data being maintained, along with the applicable standard. This includes the identification of the policies and processes associated with managing system/project reference data.

3.7. Master Data Management

Master data is “the data that provides the context for business activity data in the form of internal and external objects involved in business transactions” such as members, providers, contractors, etc. (DAMA, 2010) It represents core business objects, or the things that matter most to an organization, that is used in different applications across the organization. Master data requires identifying and or developing a trusted version of the truth for each instance of the business objects. This helps ensure that there is a single version of the truth, regardless of which application is using the business object. The same member used by the member eligibility application should be the same member that is identified on a health care claim used by a claims processing application.

(DAMA, 2017)

3.7.1. Master Data Vision

DCH seeks to maintain enterprise Master Data Management (MDM) processes, policies, rules, standards, and tools. This includes maintaining centralized master data stores that store critical DCH master data. This must provide services that allow applications and partners the ability to request, receive and update master data. The management of DCH master data will be driven by the following principles:



- Shared Data: Master data must be managed so that it is shareable across DCH.
- Ownership: Master data belongs to DCH, not to an individual application or business unit. DCH will appoint data stewards to help manage master data.
- Quality: Master data requires ongoing data quality monitoring and governance
- Controlled Change: At a given point in time, Master data should represent DCH's best understanding of what is accurate and current. Matching rules that change values should be applied with caution and oversight. Any identifier should follow a defined process; changes should be approved and communicated before they are implemented.
- Authority: Master data values should be replicated only from the system of record. A system reference may be required to enable sharing of master data across DCH.

(DAMA, 2017)

3.7.2. Master Data Adoption Expectations

Although the strategy is not fully developed, DCH expects that all master data will be identified and managed throughout the enterprise. All parties that manage DCH data is expected to understand the Master Data from the data owner and steward perspective and help ensure that Master Data is properly maintained and high-quality. The Data Management Plan must address the Master Data being supported by the system/project along with how that data will be maintained. The plan shall document the master data management approach and ensure that it is aligned to the stated DCH goals and principles, as well as best practices.

3.8. Data Quality Management

Effective data management involves complex, interrelated processes that enables DCH to use its data to achieve strategic goals. Data management includes the ability to design data for applications, store, and access it securely, share it appropriately, learn from it, and ensure it meets business needs. An assumption underlying assertion about the value of data is that the data itself is reliable, trustworthy and of high quality.

(DAMA, 2017)

Data quality management is a systematic approach to establish and enforce standards to ensure DCH data is an accurate reflection of reality and meets all business needs. Data quality focuses on measuring the quality of data and exists at different levels of granularity including:

- Data Element – Refers to an individual unit of data that is defined by size and type.
- Data Record – Refers to a collection of data elements that uniquely describe a specific real-life person, place, or thing.
- Data File – Refers to a collection of data records compiled for a specific purpose.

Data quality can be measured at two different point including:

- In-Stream – This refers to data quality measured while the data is being processed. It may include establishing validation services to validate data as it is being created and/or received by the application.
- Bath – Data quality measured on groups of data after the data is processed.

3.8.1. Data Quality Vision

DCH seeks to establish and maintain enterprise data quality processes, policies, standards, reporting and tools. This includes the enterprise submission, tracking, and resolution of data quality issues. The management of DCH data quality will be driven by the following principles:

- Criticality: Data quality should focus on the data most critical to the enterprise and its customers. Priorities for improvement should be based on criticality of the data and on the level of risk if data is not correct. (DAMA, 2017)



- Lifecycle Management: The quality of data should be managed across the data lifecycle, from creation or procurement through disposal. This includes managing data as it moves within and between systems. (DAMA, 2017)
- Prevention: The focus of data quality should be on preventing data errors and conditions that reduce the usability of data; it should not be focused on simply correcting records (DAMA, 2017)
- Root Cause Remediation: Improving the quality of data goes beyond correcting errors. Problems with the quality of data should be understood and addressed at their root causes, rather than just their symptoms. Because these causes are often related to process or system design, improving data quality often requires changes to the processes and systems that support them. (DAMA, 2017)
- Governance: Data Governance activities must support the development of high-quality data and data quality activities must support and sustain data governance.
- Standards-Driven: All stakeholders in the data lifecycle have data quality requirements. To the degree possible, these requirements should be defined in the form of measurable standards and expectations against which the quality of data can be measured. (DAMA, 2017)
- Objective measurement and transparency: Data quality levels need to be measured objectively and consistently. Measurements and measurement methodology should be shared with stakeholders since they are the arbiters of quality. (DAMA, 2017)
- Embedded in business processes: Business process owners are responsible for the quality of data produced through their processes. They must enforce data quality standards in their processes through RFP, BRD and performance expectations. (DAMA, 2017)
- Systematically enforced: System owners must systematically enforce data quality requirements. (DAMA, 2017)
- Connected to service levels: Data quality reporting and issues management should be incorporated into performance expectations. (DAMA, 2017)

3.8.2. Data Quality Dimensions

Data quality dimensions help to standardize how data quality rules are developed, reused, and reported across the enterprise. (e.g., Data Completeness, Accuracy, Timeliness, etc.) DCH seeks to establish and maintain a common set of data quality dimensions. If available, stakeholders that define data quality rules and report data quality measurements shall reference the enterprise data quality dimensions.

3.8.3. Data Quality Adoption Expectations

All parties that manage DCH data must adhere to all applicable data quality rules and standards including those identified by CMS. (i.e., TMSIS). DCH expects system/project teams to work with applicable data owners and stewards to identify additional data quality rules. The Data Management Plan must identify applicable data quality rules and standards as well as the plan and processes that will be used to ensure those data quality rules and standards are met. If the DCH Data Quality Management Strategy does not address specific needs, the vendor shall document their management approach and ensure that it is aligned to the stated goals and principles, as well as best practices.

3.9. Data Security and Privacy Management

Data Security and Privacy Management Services refers to the management of processes and procedures associated with maintaining the data security and privacy of DCH data assets.

3.9.1. Data Security and Privacy Vision

DCH seeks to establish and maintain enterprise data security and privacy processes, standards, and tools. The management of DCH security and privacy will be driven by the following Data Security and Privacy Management Services:



- **Data Security & Privacy Rules Management** – Supports the maintenance of Federal, State, and DCH rules, and regulations required to protect the confidentiality and security of DCH data assets.
- **Data Security and Privacy Classification Management** – Supports the creation, modification, and maintenance of DCH's classification schema used to determine security classification levels of data assets.
- **Data Release Management**– Supports the creation, modification, and maintenance of procedures and processes for authorizing, managing, and monitoring the release of DCH data.
- **Data De-Identification Management** – Supports the creation, modification, and maintenance of DCH approaches, algorithms, and tools to remove personally identifiable information from data collected, used, archived, and shared with other entities.
- **Data Security and Privacy Controls & Procedures Management** – Supports the creation, modification, and maintenance of controls to address security policy and regulatory requirements, and the procedures that satisfy the controls.
- **Data Security and Privacy Standards Management** – Supports the creation, modification, and maintenance of DCH adopted data security and privacy standards and regulations.
- **Data Security and Privacy Policy Management** – Supports the creation, modification, and maintenance of DCH data security and privacy policies. Data security and privacy policy creation and updates will be reviewed and approved by the EDGC.
- **Data Security and Privacy Risk Assessment Management** – Supports the creation, modification, and maintenance of processes and metrics used to assess risk, determine compliance, and the effectiveness of security and privacy processes, procedures, and policies implemented.
- **Data Security and Privacy Audit Management** – Supports the creation, modification, and maintenance of DCH data procedures and processes for data and/or privacy compliance audits. Requirements for deliverables and assistance by entities handling DCH data assets including vendors and other external partners should be addressed.
- **Data Security Governance and Compliance Management** – Supports the ongoing activities to ensure policies are followed and controls are effectively maintained. Management also includes providing recommendations to meet new requirements.
- **Business Continuity and Disaster Recovery (BCP/DR) Management** – Supports the creation, modification, and maintenance of DCH procedures and processes to ensure the recovery of data in the event of a disaster or other unexpected event.
- **Data Breach and Incident Response Management** – Supports the creation, modification, and maintenance of DCH requirements and processes to manage response and reporting of data security and privacy incidents and breaches.
- **Data Access Management** – Supports the creation, modification, and maintenance of DCH rules and requirements for the identification, authentication, and authorization of access to DCH data. More detail will be provided within the Technical Architecture Technical Management Strategy (TMS) and Technical Services documents.
- **Password Management** Supports the creation, modification, and maintenance of DCH standards of password complexity, usage, expiration, etc. More detail will be provided within the Technical Architecture TMS and Technical Services documents.

3.9.2. Data Security and Privacy Adoption Expectations

Each party that manages DCH data is responsible for keeping DCH data secure and adhering to all applicable data security and privacy standards, processes, and policies. The Data Management Plan must identify all applicable plans for keeping DCH data secure.



3.10. Data Exchange and Integration Management

Data exchange and integration describes the processes related to the movement and consolidation of data within and between data stores, applications, and organizations. It supports the consolidation of data into consistent forms for business use.

(DAMA, 2017)

3.10.1. Data Exchange and Integration Vision

DCH seeks to establish and maintain enterprise data exchange and integration processes, policies, standards, reporting, and tools. This vision includes the automation and streamlining of the data exchange process. DCH seeks to develop reusable enterprise data services that can be leveraged by all authorized stakeholders. The management of DCH data exchange and integration will be driven by the following principles:

- Think and design globally; act and build locally: Take an enterprise perspective in design to ensure future extensibility but implement through iterative and incremental delivery. (DAMA, 2017)
- Balance Enterprise and Local Needs: Balance local data needs with enterprise needs, including support and maintenance. (DAMA, 2017)
- Business Accountability Assurance: Ensure business accountability for data integration and interoperability design and activity. Business experts should be involved in the design and modification of data transformation rules, both persistent and virtual. (DAMA, 2017)

3.10.2. Data Exchange and Integration Adoption Expectations

All parties that manage DCH data and are responsible for exchanging DCH data must adhere to all applicable data integration standards, policies, and processes. The Data Management plan must identify all applicable DCH data exchanges along with the applicable data standards. This shall include a description for how the system/project will support the safe and high-quality exchange of DCH data. If the DCH Data Exchange and Integration Management strategy does not address specific needs, the vendor shall document their management approach and ensure that it is aligned to the stated goals and principles, as well as best practices.

3.11. Business Intelligence Management

Business Intelligence refers to the process of analyzing data to understand organizational activities and opportunities. Business intelligence supports decision making and is used to improve organizational success. Business intelligence also includes reporting, dashboarding, data visualization and is used to support all areas of DCH.

(DAMA, 2017)

3.11.1. Business Intelligence Vision

DCH seeks to establish and maintain enterprise business intelligence management processes, policies, and standards. The vision includes the maintenance of enterprise business intelligence tools that support all business intelligence functions including statistical analysis, reporting, data visualization, dashboard development, geo map development, etc. DCH enterprise business intelligence activities will be driven by the following principles:

- Focus on Business Goals: Business Intelligence should serve organizational priorities and solve business problems. (DAMA, 2017)
- Start with the end in mind: Let the business priority and scope of end-data-delivery drive business intelligence. (DAMA, 2017)



- Think and design globally; act and build locally: Let end-vision guide the architecture, but build and deliver incrementally, through focused projects or sprints that enable more immediate return on investment. (DAMA, 2017)
- Summarize and optimize last, not first: Build on the atomic level. Aggregate and summarize to meet requirements and ensure performance, not to replace the detail. (DAMA, 2017)

3.11.2. Business Intelligence Adoption Expectations

All parties that manage DCH data are responsible for ensuring that the data can be used to produce meaningful business intelligence measures. DCH expects for the vendor to identify all applicable business intelligence measures that will be developed using the system/project data. That includes working with the applicable data owners and stewards as well as measures identified by CMS. The Data Management Plan must identify all applicable business intelligence measures and the system/projects plan to support the calculation of those measures. If the DCH Business Intelligence Management strategy does not address specific needs, the vendor shall document their management approach and ensure that it is aligned to the stated goals and principles, as well as best practices.

3.12. Metadata Management

Metadata represents data about data. It includes information about technical and business processes, data rules and constraint, logical and physical data structures, etc. It describes the data itself (e.g., databases, data elements, and data models), the concepts the data represents (e.g., business processes, application systems) and the connections or relationships between the data and concepts. Metadata helps DCH understand its enterprise. It helps define the business, data and technology that allow it to meet its mission. Metadata provides the primary means of capturing and managing enterprise knowledge. Like all other data, Metadata requires management. For DCH to be data-driven, it must be metadata-driven.

(DAMA, 2017)

3.12.1. Metadata Management Vision

DCH seeks to maintain enterprise metadata management processes, policies, standards, reporting, and tools. This vision includes the maintenance of a centralized metadata store that stores DCH metadata. This metadata store will provide and consume metadata information from various source systems and business areas. The DCH metadata activities will be driven by the following principles:

- Organizational Commitment: Secure organizational commitment (senior management support and funding) to Metadata management as part of an overall strategy to manage data as an enterprise asset. (DAMA, 2017)
- Strategy: Develop a Metadata strategy that accounts for how Metadata will be created, maintained, integrated, and accessed. The strategy should drive requirements, which should be defined before evaluating, purchasing, and installing Metadata management products. The Metadata strategy must align with business priorities. (DAMA, 2017)
- Enterprise perspective: Take an enterprise perspective to ensure future extensibility but implement through iterative and incremental delivery to bring value. (DAMA, 2017)
- Socialization: Communicate the necessity of Metadata and the purpose of each type of Metadata; socialization of the value of Metadata will encourage business use and, as importantly, the contribution of business expertise. (DAMA, 2017)
- Access: Ensure staff members know how to access and use Metadata
- Quality: Recognize that Metadata is often produced through existing processes (data modeling, SDLC, business process definition) and hold process owners accountable for the quality of Metadata. (DAMA, 2017)



- Audit: Set, enforce, and audit standards for Metadata to simplify integration and enable use. (DAMA, 2017)
- Improvement: Create a feedback mechanism so that consumers can inform the Metadata Management team of Metadata that is incorrect or out-of-date. (DAMA, 2017)

3.12.2. Metadata Adoption Expectations

All parties that manage DCH data are responsible for maintaining metadata associated with the data and activities associated with its management. The Data Management Plan must identify the type of Metadata that will be maintained as well as the plan for maintaining the metadata, aligning to the DCH metamodel and submitting to DCH. If the EDMS does not address specific needs, the vendor shall document their management approach and ensure that it is aligned to the stated goals and principles, as well as best practices.

3.13. Data Warehouse Management

A Data Warehouse (DW) is a combination of two primary components: An integrated decision support database and the related software programs used to collect, cleanse, transform, and store data from a variety of operational and external sources. To support historical, analytical, and BI requirements, a data warehouse may also include dependent data marts, which are subset copies of data from the warehouse. In its broadest context, a data warehouse includes any data stores or extracts used to support the delivery of data for BI purposes.

An Enterprise Data Warehouse (EDW) is a centralized data warehouse designed to service the BI needs of the entire organization. An EDW adheres to an enterprise data model to ensure consistency of decision support activities across the enterprise.

(DAMA, 2017)

3.13.1. DCH Data Warehouse Vision

DCH seeks to establish an EDW along with enterprise data warehouse processes, policies, standards, and tools. The enterprise data warehouse will be the primary source for historical DCH information, and all stakeholders that store DCH data are expected to submit historical data to the enterprise data warehouse in a format and schedule based on pre-defined rules and requirements. The DCH EDW approach will be developed to support the DCH business strategy, mission, and needs, and align with what should achieve a balanced and effective data warehousing function within the DCH environment. The DCH data warehouse will be driven by the following principles:

- Focus on business goals: Make sure the EDW serves organizational priorities and solves business problems.
- Start with the end in mind: Let the business priority and scope of end-data-delivery in the BI space drive the creation of the EDW content.
- Think and design globally; act and build locally: Let end-vision guide the architecture, but build and deliver incrementally, through focused projects or sprints that enable more immediate return on investment.
- Summarize and optimize last, not first: Build on the atomic data. Aggregate and summarize to meet requirements and ensure performance, not to replace the detail.
- Promote transparency and self-service: The more context (Metadata of all kinds) provided; the better able data consumers will be to get value out of the data. Keep stakeholders informed about the data and the processes by which it is integrated.
- Build Metadata with the warehouse: Critical to EDW success is the ability to explain the data. For example, being able to answer basic questions like “Why is this sum X?” “How was that computed?”



and “Where did the data come from?” Metadata should be captured as part of the development cycle and managed as part of ongoing operations.

- Collaborate: Collaborate with other data initiatives, especially those for Data Governance, Data Quality, and Metadata.
- One size does not fit all: Use the right tools and products for each group of data consumers.

(DAMA, 2017)

3.13.2. Data Warehouse Adoption Expectations

Each party that manages DCH data is expected to provide applicable data to the DCH EDW for long-term storage and analysis. DCH expects the system/project to work with the applicable data owners, stewards and DCH data warehouse team to identify how data will be submitted to the EDW. The Data Management Plan must address the plan for submitting data to the EDW.

3.14. Document & Content Management

Document and content management entails controlling the capture, storage, access and use of data and information stored outside of a relational or non-relational database. Its focus is on maintaining integrity of and enabling access to documents and other unstructured or semi-structured information which makes it roughly equivalent to data operations management described in the Data Storage and Operations Management Strategy. Since a large amount of DCH data can be stored in external databases, the management of documents and content will be a critical function. (DAMA, 2017)

3.14.1. Document & Content Vision

DCH seeks to establish and maintain enterprise document and content management processes, policies, and standards. This includes the maintenance of enterprise tools for document and content management that adhere to a common taxonomy for establishing and maintaining metadata. The management of DCH documents and content will be driven by the following principles:

- Shared Responsibility: Document and content management is a shared activity. Everyone in DCH has a role to play in protecting DCH’s future. Everyone must create, use, retrieve, and dispose of records in accordance with the established policies and procedures. (DAMA, 2017)
- Expert Support: Experts in handling of records and content should be fully engaged in policy and planning. Regulatory and best practices are an important driver and should always be addressed (DAMA, 2017)
- Principle of Transparency: An organization’s business processes and activities, including its information governance program, shall be documented in an open and verifiable manner, and that documentation shall be available to all personnel and appropriate, interested parties. (International, 2009)
- Principle of Availability: An organization shall maintain its information assets in a manner that ensures their timely, efficient, and accurate retrieval. (International, 2009)
- Principle of Retention: An organization shall maintain its information assets for an appropriate time, considering its legal, regulatory, fiscal, operational, and historical requirements. (International, 2009)
- Principle of Disposition: An organization shall provide secure and appropriate disposition for information assets no longer required to be maintained, in compliance with applicable laws and the organization’s policies. (International, 2009)

3.14.2. Document & Content Adoption Expectations

Each party that manages DCH data must adequately support the storage and use of Documents and content. The Data Management Plan must address the plan for maintaining and supporting the use of documents and content.



4. DCH Data Management Roadmap

The following section identifies the high-level priorities that have been established to implement the EDMS and realize the data management goals.

4.1. Enterprise Data Governance Implementation Initiative

The Enterprise Data Governance Implementation Initiative was established to implement the Data Governance vision as defined in the EDMS. This effort is focused on establishing enterprise data governance bodies, roles, responsibilities, processes, and metrics.

Table 3 - Enterprise Data Governance Initiative Overview

Item	Description
Data Management Function	Data Governance
Duration	6 months
Objectives	• Establish Enterprise Data Governance Committee Charter • Develop Enterprise Data Governance Processes • Assign Data Governance Executive Sponsor • Assign Enterprise Data Governance Committee Members • Develop Enterprise Data Management Strategy (EDMS) • Assign Data Governance Roles • Define Enterprise Data Governance Measures • Develop Data Asset Inventory
Assigned To	Enterprise Data Governance Workgroup
Reports To	Enterprise Data Governance Committee (EDGC)
Estimated Start Date	February 2021
Expected Completion Date	August 2021

4.2. Enterprise Data Modeling & Design Initiative

The Enterprise Data Modeling & Design Initiative will be established to implement the Data Modeling & Design vision as defined in the EDMS. This effort is focused on establishing an enterprise data model and associated data modeling and design process, policies, and standards.

Table 4 - Enterprise Data Modeling & Design Initiative Overview

Item	Description
Data Management Function	Data Modeling & Design
Duration	3 months
Objectives	• Develop Enterprise Data Modeling & Design EDMS Supplement • Develop Enterprise Data Modeling & Design Processes • Review and adopt Enterprise Data Modeling Tool(s) • Assign Enterprise Data Modeling & Design Roles and Responsibilities



Item	Description
	• Review and approve Enterprise Conceptual Data Model (eCDM) • Review and approve Enterprise Business Glossary • Define Enterprise Logical Data Model (eLDM) approach • Review and approve project-level data model and design requirements • Review and approve project-level data model document template(s)
Assigned To	Data Modeling & Design Workgroup
Reports To	Enterprise Data Governance Committee (EDGC)
Estimated Start Date	TBD
Expected Completion Date	TBD

4.3. Enterprise Master Data Initiative

The Enterprise Master Data initiative will be established to implement the Enterprise Master Data and Reference Data vision as defined in the EDMS. This effort will be focused on establishing processes, policies, and standards for managing master data and reference data. It also includes the identification of an enterprise tool for managing master data and reference data.

Table 5 - Enterprise Master Data Initiative Overview

Item	Description
Data Management Function	Master Data Management / Reference Data Management
Duration	4 months
Objectives	• Develop Enterprise Master/Reference Data EDMS Supplement • Develop Enterprise Master/Reference Data Processes • Define Enterprise Master/Reference Data Tool Requirements • Assign Enterprise Master/Reference Data Roles and Responsibilities • Define Master Data Set Priorities • Define Reference Data Set Priorities
Assigned To	Master/Reference Data Workgroup
Reports To	Enterprise Data Governance Committee (EDGC)
Estimated Start Date	TBD
Expected Completion Date	TBD



Appendix A.Supporting Tactical Documents

The following table identifies the tactical documents that have been identified to elaborate the EDMS and provide additional detailed processes. Each item in the table will include the following:

- Name – The name of the tactical document. If the document has been published, this will include a hyperlink to the document location.
- Function – The data management function that correlates to the functions defined in the EDMS.
- Version – The version of the tactical document
- Status Date – The date associated with the status of the tactical document
- Status – The status of the document which may include approved, under development or not started.

Table 6 - Supporting Tactical Documents

Name	Function	Version	Date	Status
EDGC Charter	Data Governance	1.02	2/17/2021	Approved



Appendix B. Project/Solution Data Management Plans

All parties that participate in the management of DCH data must abide by the guidelines, standards, policies, etc. established in the EDMS.

Rationale: DCH Data is managed by many different parties including staff, vendors, trading partners, etc. Each party manages data independently with their own unique processes, tools, and techniques. The EDMS provides a common framework that aligns these processes, tools, and techniques to a common framework to improve the quality of DCH data and streamline data management activities.

4.3.1. Data Management Plan

All new technical solutions that will be developed and/or configured to support DCH, must develop a Data Management Plan that is derived from the EDMS and aligned to the DCH Data Management Plan (DMP) template. The DMP includes the technical solution and/or project-specific data.

The DMP must be maintained to ensure that it adequately identifies any changes to the management of data. These changes must also be submitted to the appropriate DCH staff for validation and approval. The level of modification required will be identified within each chapter in the EDMS.

4.3.2. Purpose

The purpose of the DMP is to document how individual DCH technical solutions and technical solution project teams and administrators will adopt the EDMS to manage DCH data. The DMP identifies how the project team and/or technical solution will align their individual processes, activities and techniques to the guidelines established by DCH in the EDMS.

4.3.3. Benefits

The DMP provides many benefits to DCH including the following benefits:

- Reduces costs by standardizing technical solution project data management-related activities across all DCH technical solution projects
- Provides enterprise visibility into the decision-making process on individual DCH technical solution projects associated with information, data sharing, and seamless interoperability
- Provides an information structure that enables the technical solution project to share data formats and data definitions to support collaboration and reuse
- Provides evidence for external auditors, such as IV&V teams, to verify that the EDMS is operational
- Provides a point of reference to ensure data issues can adequately be traced and impacts identified
- Provides a mechanism to easily validate that the project team and/or technical solution follows DCH guidelines

4.3.4. Content

The content contained within the DMP will primarily be driven by the EDMS. The Technical Solution project team will be responsible for addressing how their project and/or technical solution will align to the EDMS. DCH has developed a Project/Technical Solution Data Management Plan template. The template identifies the information that is required by DCH to be identified and included in the Data Management Plan. Each chapter within the DMP will also include a section that provides a high-level description of DCH expectations and allowable exceptions.

The DMP content must be maintained by the Technical Solution project and/or operations team. The DMP should reflect how the project/solution is currently managing data. Once DMP content has been updated, it should be submitted to the appropriate DCH Data Governance body for assessment and approval.





**EXHIBIT 10 – STATE OF GEORGIA SECURITY STANDARDS AND REQUIREMENTS FOR
PARTICIPATING ADDENDUM PROVIDER SERVICES**



State of Georgia Security Standards and Requirements for Participating Addendum Provider Services

The Georgia Department of Community Health (DCH) and its contracted service organizations (including their sub-service organizations) must achieve, maintain, and provide supporting artifacts which demonstrate compliance with FISMA and other applicable Federal and State Security & Privacy Laws, Regulations and Standards for the protection of sensitive and confidential State Data including PII and PHI. Applicable Federal and State Regulatory Compliance Laws include, HIPAA Privacy/Security Rules, Breach Notification Laws, the Privacy Act of 1974 enacted for the protection of Personally Identifiable Information (PII), the *Electronic Government Act of 2002 (FISMA)*, applicable *National Institute of Standards and Technology (NIST)* and associated *Federal Information Processing Standards (FIPS)* for the implementation of FISMA Federal Law as well as, applicable *State of Georgia Enterprise and Agency Information Security Policies, Standards and Guidelines (PSG's)*.

- R1. HIPAA Omnibus Laws, Regulations and Standards:** Contractor's solution and services shall comply with the requirements of the *Health Insurance Portability and Accountability Act of 1996 ("HIPAA")*, the *HITECH Act*, and all implementing regulations (together, the "*HIPAA Privacy and Security Rules*").
- R2. HIPAA Business Associate Agreement:** Contractor agrees to comply with the terms of the DCH HIPAA Business Associate Agreement and provide DCH with a signed copy. Contractor agrees to ensure that its Sub-contractors and third-party service organizations comply with the terms of the agreement including applicable HIPAA Privacy, Security and Breach Notification Laws, Regulations and Standards and DCH HIPAA and PII Incident Response Policy and Procedures.
- R3. Privacy Awareness Training Conducted by DCH:** Contractor shall ensure that all individuals with access to sensitive and confidential State data complete Cybersecurity & HIPAA Security and Privacy Awareness Training. This includes staff, contractors, suppliers, vendors, business partners and others. Awareness training requirements will be determined by federal laws, regulations, and regulatory compliance requirements. Contractor must ensure that all staff are trained prior to accessing State data and on an annual basis. Current training records must be maintained.

State of Georgia Security Standards and Requirements for Participating Addendum Provider Services

Awareness training criteria should address the following subject areas, at a minimum:

- Role-based Access Control
- Encryption of Stored and Transmitted PHI (Including E-Mail)
- HIPAA Omnibus Laws, Regulations, and Standards
- Privacy & Security Incident Response Policy and Procedures
- Sanctions for Violations of HIPAA Privacy and Security Policies

- R4. NIST Federal Computer Security Standards:** Contractor must comply with all applicable HIPAA Security Rule Standards as well as the most current version of *NIST Special Publication 800-53 Federal Computer Security Standards and Controls* that are applicable to the information system. Security controls shall be implemented to comply with a Data Security Categorization Risk Level of “*Moderate*” as defined by the NIST/FIPS 199 Data Security Categorization Standard.
- R5. NIST/FIPS 197, Advanced Encryption Standard:** Contractor’s solution shall comply with the requirements of this standard where applicable or shall utilize other NIST/FIPS-approved encryption protocols and cryptographic algorithms where appropriate.
- R6. NIST/FIPS 140-3, Security Requirements for Cryptographic Modules:** Contractor’s solution must meet the requirements of this standard at Level 2 or Higher. This standard addresses the use of approved security functions in computer cryptographic services such as cryptographic algorithms, cryptographic key management techniques, authentication techniques and digital signatures that have been approved for protecting sensitive Federally regulated information. This standard covers cryptographic module implementations including but is not limited to, hardware components or modules, software/firmware programs or modules or any combination thereof.
- R7. NIST Special Publication 800-88, Guidelines for Media Sanitization:** Contractor’s solution and services must comply with the requirements of this standard. The media sanitization method utilized for all media containing State data shall be based on a NIST/FIPS 199 data security categorization risk level of “*Moderate*” risk. This includes data stored on all wireless and mobile computing devices, support systems, backup storage devices and all media types.

State of Georgia Security Standards and Requirements for Participating Addendum Provider Services

- R8. State Enterprise Information Security Policies and Standards:** Contractor's solution and services shall comply with applicable State of Georgia Enterprise Information Security Policies and Standards unless an exception is approved in writing by DCH. If a standard or requirement conflict exists with State Enterprise Security Standards, Agency Computer Security Policies and Standards shall be followed. State of Georgia Enterprise Information Security Policies, Standards and Guidelines can be found at the following Web Page Link: <https://gta-psg.georgia.gov/> . A copy of Agency Security Policies will be provided upon request.
- R9. Georgia Department of Community Health Agency Security Standards:** Contractor must comply with applicable DCH Information Security Policies and Security Control Configuration Standards, where applicable.
- R10. Agency Password Security Standards:** Contractor's solution must meet DCH State Agency Password Security Standards for length, complexity, aging, and reuse to meet the following:
- 1) Length – Passwords must be a minimum length of at least eight characters.
 - 2) Complexity – Passwords must contain both uppercase and lowercase letters and at least one non-alphabetic character, and to not be a "dictionary" word.
 - 3) Aging – All Passwords must expire every 45 days.
 - 4) Reuse – Passwords must not be reused.
- R11. Agency E-Mail, Mobile Device and Data Storage Encryption Security Standards:** Contractor's solution shall ensure that all sensitive and confidential State data is encrypted during transmission as well as, while at rest or where stored (i.e. data that resides in e-mail, databases, file systems, server and cloud based platforms, fixed or removable production/back-up media, wireless and mobile devices, or other structured storage methods. This includes data which resides in both production and disaster recovery platforms. Encryption solutions must meet the most current versions of NIST/FIPS Encryption and Cryptographic Standards. Full-Disk Encryption Hardware or Software solutions shall be utilized where applicable (i.e. wireless and mobile devices, san storage units, fixed or removable media such as computer servers, hard drives, flash drives, etc.)

State of Georgia Security Standards and Requirements for Participating Addendum Provider Services

- R12. Information System Security Plans:** Contractor must provide to the State with a detailed Information System Security Plan (SSP) which details how their system/application solutions and services meets the most current version of applicable NIST Special Publication 800-53 Moderate-Impact-Baseline Federal Computer Security Controls/Sub-controls and Requirements. The SSP must address all criteria contained within the NIST Special Publication 800-18 System Security Plan Template. The SSP should be in a NIST 800-18 SSP Format and address all applicable Infrastructure, Network, System, and Application Security Controls which are in scope for the contracted services and also address controls/sub-controls outsourced to subcontractors and third-party service providers (including CSP's). The system security plan must be submitted to the Agency cybersecurity office for review and approval. All non-compliant SSP control implementation descriptions must be corrected prior to SSP approval. The SSP must be reviewed and updated by the contractor at least, annually or at such time as major system or architecture changes occur to the contractor's solution.
- R13. Disaster Recovery Plans/Annual DR Exercise Reports:** Contractor must maintain current and fully operational Disaster Recovery and Business Continuity Plans in order to provide immediate response and subsequent recovery of State data from any unplanned service interruptions. These Plans shall be updated and exercised at least annually. Contractor shall ensure that the appropriate security and privacy controls are in place for the protection of sensitive and confidential State data on the DR Platform during emergency operations. This includes the encryption of transmitted and stored State data. Contractor shall provide DCH with a documented copy of their Disaster Recovery Plans and Annual DR Exercise Reports for review and approval.
- R14. Offshore Data Use:** Contractor must ensure that State data is not used, maintained, transmitted, stored, accessed, or processed in geographic or virtual areas which are not subject to U.S. Law.

State of Georgia Security Standards and Requirements for Participating Addendum Provider Services

- R15. Cloud Infrastructure Protections:** Contractor solutions utilizing virtualized cloud computing platforms to deliver services to the State and store sensitive and confidential data shall ensure that these environments comply with the appropriate NIST security controls and Infrastructure protection measures in order to prevent the loss or unauthorized access, destruction, use, modification, or disclosure of State data. These safeguards shall include the following: FedRAMP Certified Government or Commercial Cloud Infrastructure Platform, Data Segregation, Logical Service/Host Separation, Network Intrusion Detection and Prevention, Firewalls, Virus/Malware Protections, appropriate Security Updates and Patching of Virtual Machine Images, etc. CSP services utilized must employ security controls that meet NIST 800-53 Moderate Impact Baseline Security Control Standards.
- R16. Data Segregation:** Contractor solutions consisting of physical or virtualized cloud computing platforms shall ensure that the Systems, Applications, and Data used to provide State services are physically and/or logically segregated from third-party Systems and Data.
- R17. Multi-Factor Authentication (MFA):** Contractor's solution must employ Multi-factor Authentication for All Privileged Account Access including Local and Remote Access. MFA technology solutions employed must meet the NIST Special Publication 800-63B Digital Identity Guidelines Standards at an Authenticator Assurance Level 2 (AAL2) or Higher Standard.
- R18. Security Alerts.** Contractor systems and software application solutions shall alert the appropriate authorities and staff of potential violations of security policies, controls, and safeguards such as, the inappropriate access to sensitive and confidential information. Contractor's solution shall contain mechanisms to monitor transaction based events and support the appropriate activity logging.
- R19. Security Incident Response:** Contractor shall employ formal, structured, and documented organizational policies and procedures to detect and respond to Cybersecurity Incidents. IRP Procedures shall employ methodologies and guidelines detailed in the most current version of NIST Special Publication 800-61, Computer Security Incident Handling Guide. For security and privacy incidents which may involve Personally Identifiable Information, SSA-derived Data or Protected Health Information, DCH Policy 915 Privacy & Security HIPAA Incident Response Policies and Procedures must be followed.

State of Georgia Security Standards and Requirements for Participating Addendum Provider Services

- R20. Infrastructure Protection Measures:** Contractor solutions shall implement the appropriate infrastructure protection measures in order to protect State data. This includes Network/Host Intrusion Detection and Prevention, Firewalls, Proxies, Anti-Malware Detection and Prevention, Security Patches, Web Content Filters, E-Mail Transmission Encryption, etc.
- R21. Formal Change Management Process:** Contractor shall ensure that all service affecting production system or software application changes follow a formal documented change management process which includes a security risk analysis.
- R22. Boundary Protection Measures:** Contractor shall ensure that the appropriate system boundary protection controls and measures are in place for the protection and monitoring (i.e. active monitoring) of the systems and software applications hosting State data against malicious program code, denial of service attacks, network and system intrusions, and other cyber-attacks. Systems shall alert the appropriate parties responsible for monitoring and responding when these suspicious conditions exist.
- R23. Role Based Access Control:** Contractor solutions shall support identity and access management functionality including the "separation of duties", the "principal of least privilege", and "role based access controls" as well as a user security profile that controls access rights to data categories and system functions.
- R24. Default System Accounts:** Contractor shall ensure that all unnecessary default system and application login accounts are removed or disabled within the solution platform.
- R25. Transmission Integrity Controls:** Contractor shall ensure that systems and applications hosting State data support data integrity controls to guarantee that transmitted information is not improperly modified without detection (e.g. provide for secure data transmission).
- R26. Annual Third-Party Security Assessments:** Contractor shall conduct an Annual Independent Third-Party NIST SP 800-53 Controls/Sub-controls based security assessment of the service delivery platform. Control criteria must be based on NIST Moderate-Impact-Baseline Controls. Contractor shall provide the State with an Annual Security Assessment Report (SAR) which contains a detailed control gap analysis. All identified security control non-compliance gaps identified must be detailed in and a Plan of Action and Milestones (POA&M) Report which specifies a gap remediation plan and expected remediation dates for any identified security control gaps or assessment

State of Georgia Security Standards and Requirements for Participating Addendum Provider Services

findings. Independent Security Assessment Reports and POA&M Reports must be submitted to the State annually for review and approval. Contractor shall make regular reports to the State in writing regarding the current remediation status of the security control gaps. Each POA&M Item shall be categorized by severity level (High, Moderate and Low) based on NIST Risk Management Framework Guidelines. Finding Remediation Timeframes based on identified severity impact levels shall be based on current HHS, Centers For Medicare and Medicaid Services (CMS) Standards and Guidelines as provided by the State.

- R27. Non-repudiation:** Contractor solutions and platforms shall support non-repudiation methodologies in order to ensure that transmission services provide proof of the integrity and origin of sensitive and confidential data. Solution shall employ authentication services which can be asserted to be genuine with high assurance (e.g. use of NIST approved cryptographic controls and digital certificates).
- R28. Personnel Background Security Screening:** Contractor and its subcontracted staff as well as, its third-party service organizations shall verify the identity, employment eligibility, and must conduct background security screenings for all employees, contractors, suppliers, third-parties, and others, prior to allowing their access to State data. Contractor shall address this requirement in all third-party service agreements used to deliver services to the State.
- R29. Secure Interfaces:** Contractor must ensure that all connections to its information systems or software applications used to deliver services to the State which originate from outside the security boundary of the systems or applications, shall be fully documented, authorized, and occur only through secure controlled interfaces (e.g. Proxies, Gateways, Routers, Firewalls, Encrypted Tunnels, etc.) and be continuously monitored.

State of Georgia Security Standards and Requirements for Participating Addendum Provider Services

R30. Security Event & Activity Log Monitoring: Contractor solutions used to provide State services shall support security event, transaction, and activity log monitoring mechanisms to prevent the loss or unauthorized access, destruction, use, modification, or disclosure of State data. Log data shall be routinely reviewed and analyzed by the appropriate trained personnel. Logging systems, configurations and files shall be protected from breaches of confidentiality and integrity. Access to logs files and log configurations/generators shall be audited, monitored, and restricted to need-to-know personnel.

Log events shall include the following, at a minimum:

- User IDs
- Dates and times of account logon/logoff
- Logon method, location, terminal identity (if possible), Network address
- Unsuccessful system or data access attempts
- All actions performed using privileged access
- System alerts or failures

R31. Digital Identity Guidelines: Contractor's solution must meet or exceed the guidelines specified in the most current version of NIST SP 800-63B, Digital Identity Guidelines. All User identity and Access Management solutions employed must meet NIST Identity Access Management Assurance Level 2 (IAM2) as well as, Authenticator Assurance Level 2 (AAL2) Standards.

R32. MEST SI Integration Platform Support: Contractor shall collaborate with the State and its Systems Integration Services Supplier to integrate the Contractor's solution into the State's system integration platform including the implementation of single sign-on (SSO), MFA and federated identity management integration solutions, if applicable.

R33. Vulnerability Management Program Plan: Contractor will provide supporting documentation to the State which demonstrates that a Formal Vulnerability Management Plan, Processes, Procedures have been implemented which addresses continuous security monitoring of the contractor's networks, system(s) and software applications used to provide services to the State. This should include quarterly Network, System and Application and Infrastructure Vulnerability Scanning and Penetration Testing Activities per NIST CSF and CRR Frameworks.

State of Georgia Security Standards and Requirements for Participating Addendum Provider Services

R34. Organizationally Defined NIST Federal Security Control Configuration Settings:

Contractor shall request guidance from the State concerning the specific Agency configuration setting, thresholds, and standards to be met pertaining to the implementation of applicable NIST Federal Computer Security Controls/Sub-controls which may require organizationally defined parameters.

R35. System/Application Load & Performance Testing: Contractor shall conduct performance testing as part of its SDLC development process which includes Load/Capacity Testing as part of its Performance Tests. These tests are to be conducted on an annual basis and include modeling the expected usage of a software program or system (or any major change to a software program or system) by simulating multiple users accessing the software program or system concurrently. This testing should be performed based on known factors in collaboration with the State and include the expected number of users anticipated to utilize the system service. Contractor shall ensure that no observable service degradation take places and the software or system performs within expected design and development criteria.

Performance Load Testing should leverage automation tools whenever possible and consider the following factors, at a minimum:

- Application server(s) or software
- Database server(s)
- Network – latency, congestion, etc.
- Client-side processing
- Load balancing between multiple servers

R36. CMS ORR Independent Third-Party Security & Privacy Certification Assessment and Penetration Testing Requirements:

Contractor shall meet all applicable HHS/CMS Security and Privacy Certification Standards and Requirements as specified in the State of Georgia's CMS Certification Requirements. These requirements shall be provided by the State.

GA STATE ATTACHMENT A

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

NON-PROFIT ORGANIZATION DISCLOSURE FORM

Notice to all DCH Contractors: Pursuant to Georgia law, non-profit organizations that receive funds from a state organization must comply with audit requirements as specified in O.C.G.A. §§ 50-20-1 *et seq.* (hereinafter “the Act”) to ensure appropriate use of public funds. “Non-profit Organization” means any corporation, trust, association, cooperative, or other organization that is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; is not organized primarily for profit; and uses its net proceeds to maintain, improve or expand its operations. The term non-profit organization includes non-profit institutions of higher education and hospitals. For financial reporting purposes, guidelines issued by the American Institute of Certified Public Accountants should be followed in determining non-profit status.

The Department of Community Health (DCH) must report contracts with non-profit organizations to the Department of Audits and must ensure compliance with the other requirements of the Act. Prior to execution of any contract, the potential contractor must complete this form disclosing its corporate status to DCH. This form must be returned, along with proof of corporate status, to: Director, Contracts Administration, Georgia Department of Community Health, 40th Floor, 2 Peachtree Street, N.W., Atlanta, Georgia 30303-3159.

Acceptable proof of corporate status includes, but is not limited to, the following documentation:

- Financial statements for the previous year;
- Employee list;
- Employee salaries;
- Employees’ reimbursable expenses; and
- Corrective action plans.



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Entities that meet the definition of non-profit organization provided above and are subject to the requirements of the Act will be contacted by DCH for further information.

COMPANY NAME: Client Network Services, LLC (dba CNSI)

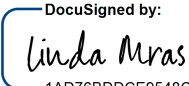
ADDRESS: 1600 Tysons Blvd, 10th floor, McLean, VA, 22102

PHONE: 240-243-2804

FAX:

CORPORATE STATUS: (check one) For Profit ☒ Non-Profit ☐

I, the undersigned duly authorized representative of Client Network Services, LLC do hereby attest that the above information is true and correct to the best of my knowledge.

DocuSigned by:

1AD76DD6CE0548C...
SIGNATURE

9/30/2021
DATE

GA STATE ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS



Federal Acquisition Regulation 52.209-5, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (March 1996)

- (A) The Contractor certifies, to the best of its knowledge and belief, that:
- (1) The Contractor and/or any of its Principals:
- A. Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency;
Have ☐ have not ☒ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, evasion, or receiving stolen property; and
Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (2) The Contractor has ☐ has not ☒ within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
- (3) "Principals," for purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment; and similar positions).

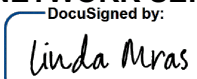
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This certification concerns a matter within the jurisdiction of an Agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

- (B) The Contractor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (C) A certification that if any of the items in paragraph (a) of this provision exist will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Contractor nonresponsible.
- (D) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (E) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

CLIENT NETWORK SERVICES, LLC

BY:  9/30/2021
*SIGNATURE _____ Date _____

 Linda Mras
 Please Print/Type Name Here

 Vice President, Contracts
 *TITLE _____

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

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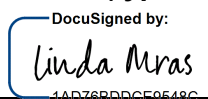
GA STATE ATTACHMENT C

**CONFIDENTIALITY STATEMENT
FOR SAFEGUARDING INFORMATION**

**STATE OF GEORGIA
THE GEORGIA DEPARTMENT OF COMMUNITY HEALTH
2 PEACHTREE STREET, N.W.
ATLANTA, GEORGIA 30303-3159**

I, the undersigned, understand, and by my signature agree to comply with Federal and State requirements (**References: 42 CFR 431.300 – 431.306. Chapter 350-5 of Rules of Georgia Department of Community Health**) regarding the safeguarding of Medicaid information in my possession, including but not limited to information which is electronically obtained from the Medicaid Management Information System (MMIS) while performing contractual services with the Department of Community Health, its agents or contractors.

Individual's Name: (typed or printed): Linda Mras

Signature:  **Date:** 9/30/2021

Telephone No.: 240-243-2804

Company or Agency Name and Address: Client Network Service, LLC

1600 Tysons Blvd, 10th floor

McLean, VA 22102

GA STATE ATTACHMENT D

DRUG-FREE WORKPLACE CERTIFICATE

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988 and O.C.G.A. §§ 50-24-1 *et seq.* The certification set out below is a material representation of fact upon which DCH relied when entering into Contract # 2022001 with Client Network Services, LLC (hereinafter referred to as the "Contract"). False certification or violation of the certification shall be grounds for suspension of payments, termination of the contract, or government-wide suspension or debarment.

By signing this Drug-Free Workplace Certificate, Contractor certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such policy;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Providing each employee with a copy of the statement provided for in paragraph (1) of this certification;
4. Notifying each employee in the statement provided for in paragraph (1) that, as a condition of employment, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction;
5. Notifying DCH within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction;
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted;
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or

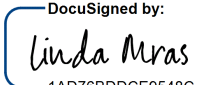
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- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Further, Contractor certifies that it will include in any agreement or contract with a subcontractor a provision that such subcontractor will provide a drug-free workplace for his employees by complying with the provisions of paragraphs (1), (2), (3), (4), and (6) of this subsection and by notifying Contractor of any criminal drug statute conviction for a violation occurring in the workplace involving the subcontractor or its employees within five calendar days of receiving notice of the conviction. Contractor will notify the contracting principal representative pursuant to paragraph (5) of this subsection.

CLIENT NETWORK SERVICES, LLC

DocuSigned by:

BY: 1AD76BDDCE9548C...
*SIGNATURE

9/30/2021

Date

Linda Mras
Please Print/Type Name Here

Vice President, Contracts
*TITLE

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

GA STATE ATTACHMENT E

STATEMENT OF ETHICS

Preamble

The Department of Community Health has embraced a mission to improve the health of all Georgians through health benefits, systems development, and education. In accomplishing this mission, DCH employees must work diligently and conscientiously to support the goals of improving health care delivery and health outcomes of the people we serve, empowering health care consumers to make the best decisions about their health and health care coverage, and ensuring the stability and continued availability of health care programs for the future. Ultimately, the mission and goals of the organization hinge on each employee's commitment to strong business and personal ethics. This Statement of Ethics requires that each employee:

- Promote fairness, equality, and impartiality in providing services to clients
- Safeguard and protect the privacy and confidentiality of clients' health information, in keeping with the public trust and mandates of law
- Treat clients and co-workers with respect, compassion, and dignity
- Demonstrate diligence, competence, and integrity in the performance of assigned duties
- Commit to the fulfillment of the organizational mission, goals, and objectives
- Be responsible for employee conduct and report ethics violations to the DCH Inspector General and to the DCH Ethics Officer
- Engage in carrying out DCH's mission in a professional manner
- Foster an environment that motivates DCH employees and vendors to comply with the Statement of Ethics
- Comply with the Code of Ethics set forth in O.C.G.A. Section 45-10-1 et seq.

Not only should DCH employees comply with this Statement of Ethics, but DCH expects that each vendor, contractor, and subcontractor will abide by the same requirements and guidelines delineated. Moreover, it is important that employees and members of any advisory committee or commission of DCH acknowledge the Statement of Ethics.

Ethical Guidelines

1. Code of Conduct

All employees of DCH are expected to maintain and exercise at all times the highest moral and ethical standards in carrying out their responsibilities and functions. Employees must conduct themselves in a manner that prevents all forms of impropriety, including placement of self-interest above public interest, partiality, prejudice, threats, favoritism and undue influence. There will be no reprisal or retaliation against any employee for questioning or reporting possible ethical issues.

2. Equal Employment

The Department is committed to maintaining a diverse workforce and embraces a personnel management program which affords equal opportunities for employment and advancement based on objective criteria. DCH will provide recruitment, hiring, training, promotion, and other conditions of employment without regard to race, color, age, sex, religion, disability, nationality, origin, pregnancy, or other protected bases. The Department expects employees to support its commitment to equal employment. The failure of any employee to comply with the equal employment requirements provided in DCH Policy #21 may result in disciplinary action, up to and including termination.

3. Harassment

DCH will foster a work environment free of harassment and will not tolerate harassment based on sex (with or without sexual conduct), race, color, religion, national origin, age, disability, protected activity (*i.e.*, opposition to prohibited discrimination or participation in a complaint process) or other protected bases from *anyone* in the workplace: supervisors, co-workers, or vendors. The Department strongly urges employees to report to the Human Resources Section any incident in which he or she is subject to harassment. Additionally, any employee who witnesses another employee being subjected to harassment should report the incident to the Human Resources Section. If DCH determines that an employee has engaged in harassment, the employee shall be subject to disciplinary action, up to and including termination, depending on the severity of the offense.

4. Appropriate Use of DCH Property

Employees should only use DCH property and facilities for DCH business and not for any type of personal gain. The use of DCH property and facilities, other than that prescribed by departmental policy, is not allowed. Furthermore, the use of DCH property and facilities for any purpose which is unlawful under the laws of the United States, or any state thereof, is strictly prohibited.

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Employees who divert state property or resources for personal gain will be required to reimburse the Department and will be subject to the appropriate disciplinary action, up to and including, termination.

5. Secure Workplace

DCH is committed to maintaining a safe, healthy work environment for its employees. Accordingly, it is DCH's expectation that employees refrain from being under the influence of alcohol or drugs in the workplace because such conduct poses a threat to the employee, as well as others present in the workplace. Additionally, DCH has a zero-tolerance policy regarding violence in the workplace. Specifically, DCH will not condone the threat of, or actual assault or attack upon, a client, vendor, or other employee. If an employee engages in violent behavior which results in an assault of another person, he or she will be immediately terminated.

6. Political Activities

Although the DCH recognizes that employees may have an interest in participating in political activities and desires to preserve employees' rights in participating in the political process, employees must be aware of certain allowances and prohibitions associated with particular political activities. DCH encourages employees to familiarize themselves with DCH Policy #416 to gain understanding about those instances when a political activity is disallowed and/or approval of such activity is warranted.

7. Confidentiality

DCH has a dual mandate in terms of confidentiality and privacy. Foremost, as a state agency, DCH must comply with the Georgia Open Records Act and Open Meetings Act. The general rule that is captured by those laws is that all business of the agency is open to the public view upon request. The exceptions to the general rule are found in various federal and state laws. In order to protect the individuals' health information that is vital to the delivery of and payment for health care services, DCH sets high standards of staff conduct related to confidentiality and privacy. Those standards are reinforced through continuous workforce training, vendor contract provisions, policies and procedures, and web-based resources.

8. Conflicts of Interest

Employees should always strive to avoid situations which constitute a conflict of interest or lend to the perception that a conflict of interest exists. Specifically, employees must avoid engaging in any business with the DCH which results in personal financial gain. Similarly, employees must encourage family members to avoid similar transactions since they are subject to the same restrictions as employees. DCH encourages its employees to seek guidance from the Office of General Counsel regarding questions on conflicts of interest.

9. Gifts

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Employees are strictly prohibited from individually accepting gifts from any person with whom the employee interacts on official state business. Gifts include, but are not limited to, money, services, loans, travel, meals, charitable donations, refreshments, hospitality, promises, discounts or forbearance that are not generally available to members of the public. Any such item received must be returned to the sender with an explanation of DCH's Ethics Policy.

10. Relationships with Vendors and Lobbyists

DCH values vendors who possess high business ethics and a strong commitment to quality and value. Business success can only be achieved when those involved behave honestly and responsibly. Therefore, it is critical that employees ensure that vendors contracting with DCH are fully informed of DCH policies concerning their relationships with DCH employees and that these policies be uniformly applied to all vendors. Among other requirements, DCH expects that each vendor will honor the terms and conditions of its contracts and agreements. If DCH determines that a vendor has violated the terms and conditions of a contract or agreement, the vendor shall be held responsible for its actions.

Employees must ensure that fair and open competition exists in all procurement activities and contracting relationships in order to avoid the appearance of and prevent the opportunity for favoritism. DCH strives to inspire public confidence that contracts are awarded equitably and economically. DCH will apply the state procurement rules, guidelines, and policies. Open and competitive bidding and contracting will be the rule.

DCH recognizes that lobbyists, both regulatory and legislative, may from time to time seek to meet with DCH employees to advance a particular interest. DCH recognizes that employees may have personal opinions, even those that may be contrary to a position that DCH has adopted. DCH employees, however, must recognize that the public, including legislators and lobbyists, may have difficulty differentiating between the official DCH position and a personal opinion. Accordingly, employees should always work directly with the Director of Legislative Affairs in preparing any responses to requests or questions from elected officials and their staff or lobbyists.

11. Mandatory Reporting

If I have knowledge of any ethics violation, I am aware that I am responsible for reporting such violation to the DCH Inspector General and the DCH Ethics Officer. My good faith reports will be free from retaliation. If I am a supervisor, I am aware that I am responsible for reporting such violation and for forwarding any such report from a member of my staff to the DCH Inspector General and the DCH Ethics Officer. As a supervisor, I am additionally responsible for ensuring that the employees who report to me are aware of and comply with the ethical standards and policies that are applicable to their positions.

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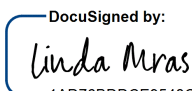
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ACKNOWLEDGEMENT

Contractor hereby acknowledges that:

- A. It has received, read, and understands the Georgia Department of Community Health's
Statement of Ethics;
- B. It agrees to comply with the provisions of the Georgia Department of Community Health's
Statement of Ethics;
- C. It is a contractor.

CLIENT NETWORK SERVICES, LLC

BY:  1AD76BDDCE9548C
*SIGNATURE

9/30/2021

Date

Linda Mras
Please Print/Type Name Here

Vice President, Contracts
*TITLE

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract



GA STATE ATTACHMENT F**DCH ETHICS IN PROCUREMENT POLICY**

DCH Ethics In Procurement Policy	Policy No. 402
Effective Date: April 10, 2006 Revised and Restated: April 2, 2012	Page 1 of 12

I. THE COMMITMENT

The Department is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards, is fully compliant with all legal authority, and has the complete confidence and trust of the public it serves. To achieve these important public purposes, it is critical that current vendors and those making proposals to provide goods or services to the Department, as well as employees of the Department, members of the Board of Community Health, and independent contractors, consultants and temporary staffing agency employees currently on an assignment with DCH, have a clear understanding and an appreciation of, the DCH Ethics in Procurement Policy (the "Policy").

II. SCOPE

This Policy is applicable to all Vendors and DCH Workers, as those terms are defined below.

III. ETHICAL PROCUREMENT STANDARDS

In order to maintain an ethical procurement process, DCH Workers and Vendors must act in accordance with the following standards:

A. Fulfilling Legitimate Business Needs

The procurement of goods and services will be limited to those necessary to accomplish the mission, goals, and objectives of the Department.

B. Identifying and Resolving Conflicts of Interest

Conflicts of interest shall be promptly identified and resolved early in the Procurement process. A "conflict of interest" exists when an individual possesses personal, financial or professional interests that compete, conflict or otherwise interfere with the individual's actual or perceived ability to act in the best interests of the Department or carry out that individual's duties in an impartial manner. A conflict of interest situation can arise when an individual takes actions or has interests that may make it difficult to perform his or her work objectively and effectively. Conflicts of interest also arise when an individual, or a family member of that individual,

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receives personal benefits as a result of the individual's action, decision, or disclosure of Confidential Information in a Procurement.

C. Avoiding the Appearance of Impropriety

DCH Workers must take care to avoid any appearance of impropriety and must promptly disclose to their supervisors any material transaction or relationship that reasonably could be expected to give rise to a conflict of interest. Similarly, anyone engaged in a business relationship with the Department should avoid any appearances of impropriety.

D. Maintaining Impartiality

DCH Workers must maintain an impartial, arms' length relationship with anyone seeking to influence the outcome of a Procurement.

E. Declining Gifts

DCH Workers are prohibited at all times from soliciting, demanding, accepting, or agreeing to accept Gifts from Vendors, including Gifts from consultants, independent contractors or temporary staffing agency employees currently on assignment with DCH.

F. Avoiding Misrepresentations

DCH Workers and Vendors may not knowingly falsify, conceal or misrepresent material facts concerning a Procurement.

G. Obtaining Sufficient Authorization

DCH Workers may not obligate the Department without having received prior authorization from an approved official. Engaging in such activity is a misrepresentation of authority. DCH Workers who are consultants, independent contractors or temporary staffing agency employees shall not represent themselves as having the authority of a DCH employee.

H. Reporting Possible Conflicts of Interests

DCH Workers and Vendors involved in Procurements must promptly report possible conflicts of interests to DCH in accordance with Section V "General Requirements" of the Policy.

A DCH Worker's failure to act in accordance with these standards, or failure to follow the guidelines set forth herein shall be grounds for disciplinary action, up to and including, termination of the working relationship with DCH. Similarly, a Vendor's failure to comply with this Policy will result in appropriate action as determined by governing state and/or federal law, rules and regulations, and other applicable Department policies and procedures.

IV. DEFINITIONS

For purposes of this policy:

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“Affiliate Vendor Team” shall include, but not be limited to, owners, employees, directors, officers, contractors, and consultants of a Vendor that directly or indirectly assist the Vendor in the preparation of response to a Procurement. For individual consultants, independent contractors and temporary staffing agency workers, the “Affiliate Vendor Team” includes the owners, employees, directors, officers, contractors and consultants of the company for whom the individual consultant, independent contractor or temporary staffing agency worker works.

“Confidential Information” shall mean all information not subject to disclosure pursuant to the Open Records Act, O.C.G.A. §50-18-70 et seq. For all Procurements governed by the State Purchasing Act, O.C.G.A. §50-5-50 et seq., “Confidential Information” shall also include records related to the competitive bidding and proposal process which, if disclosed prior to the issuance of the public notice of intent to award would undermine the public purpose of obtaining the best value for the Department. Such records include, but are not limited to, cost estimates, bids, proposals, evaluation criteria, evaluations of Vendors’ bids/proposals, negotiation documents, offers and counter-offers, and records revealing preparation for the Procurement.

“DCH” and “Department” shall mean the Georgia Department of Community Health.

“DCH Worker” shall mean any person who works for the Department as an employee or as an independent contractor, consultant or temporary staffing agency employee on assignment with the Department, as well as members of the Board of Community Health.

“DOAS” shall mean the Georgia Department of Administrative Services.

“Evaluation Team” shall mean a designated group of DCH Workers who review, assess, and score documents submitted to the Department in response to a Procurement Solicitation. An Evaluation Team for a Staffing Recruitment includes the individuals responsible for reviewing resumes submitted in response to the Staffing Recruitment Solicitation, interviewing prospective staffing agency workers, and approving the selection of the individuals.

“Family Member” shall mean a spouse, adult living in the household of the DCH worker, and relatives of the DCH Worker, his or her spouse, or an adult living in the household of the DCH Worker. Relatives include the following: parent/stepparent, grandparent, child, grandchild, brother (full, half, step), sister (full, half, step), uncle, aunt, nephew, niece, and first cousin.

“Financial Interest” shall mean an ownership interest in assets or stocks of the Vendor, current employment with the Vendor, or prospective employment with the Vendor. “Financial Interest” does not include an ownership interest in a Vendor that is part of a widely held investment fund (such as a mutual fund, regulated investment company, common trust fund maintained by a bank or similar financial institution, pension or deferred compensation plan, or any other investment fund), if the individual has no ability to control

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the financial interests held by the fund AND (A) The fund is publicly traded or available; or (B) The assets of the fund are widely diversified, meaning it holds no more than 5% of the value of its portfolio in the securities of any one issuer, other than the U.S. Government, and no more than 20% in any particular economic or geographic sector.

“Gifts” shall mean anything of value, including but not limited to the following: goods, money, advances, personal services, entertainment, lodging, parking, real property or the use thereof, commissions, promises of future employment, stocks, bonds, notes or other investment interests in an entity, rights of action, intellectual property, gratuities, loans, extensions of credit, forgiveness of debts, memberships, subscriptions, travel or means of personal transportation, meals, tickets to events, charitable donations, refreshments, hospitality, and promises, discounts or forbearance that are not generally available to members of the public. A Gift need not be intended to influence or reward a DCH Worker.

“Issuing Officer” shall mean the Procurement Professional designated in the Procurement Solicitation to be the Vendor’s only point of contact with the Department following the public advertisement of the Procurement Solicitation until such time as the results of the Procurement Solicitation are publicly announced or the Procurement Solicitation is cancelled. The Issuing Officer is responsible for managing all communication during this time period, including, but not limited to, answering Vendors’ questions, contacting Vendors for clarification requests, negotiations, and contract discussions.

“Kickback” shall mean compensation of any kind directly or indirectly accepted by a DCH Worker from or on behalf of a Vendor seeking/competing for or doing business with the Department, for the purpose of influencing the award of a contract or the manner in which the Department conducts its business. Kickbacks include, but are not limited to, money, fees, gifts, employment opportunities for a DCH Worker or Family Member, commissions or credits. DCH Workers who are employed by a Vendor, such as consultants, independent contractors and temporary staffing agency workers, may receive payment from the Vendor associated with the work performed on a DCH assignment. However, any payment received by the consultant, independent contractor or staffing agency worker as a result of another DCH Worker’s services for the Department may be a prohibited kickback. For example, a consultant who owns a consulting company may receive compensation for his or her work on an assignment with DCH. However, if he or she employs an individual who then becomes a consultant for DCH, any mark-up or payment received as a result of the employee’s services for DCH shall be disclosed for evaluation by DCH and may be considered a kickback.

“Procurement” shall mean buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. The term also includes all activities that pertain to obtaining any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, as well as the disposition of any Protest. A Procurement is not limited to, but specifically includes, procurements which are either exempt or non-exempt either by statute or under DOAS

MMIS-PROVIDER SERVICES MODULE

Led by the State of Montana

rules, a procurement of professional services, a Staffing Recruitment and procurements under any other approved procurement vehicle.

“Procurement Manual” shall mean the most current version of the Georgia Procurement Manual released by DOAS.

“Procurement Professional” shall mean the Department’s Office of Procurement Services (OPS) staff member assigned to and responsible for managing the Procurement process, including, but not limited to, needs identification and fact-finding, market research, requests for information, development of requirements and specifications, determination of the Procurement strategy and management of the Procurement solicitation, evaluations and awards. The Procurement Professional is charged with adhering to the highest ethical standards and ensuring that Procurements are executed in a fair and impartial manner, consistent with applicable laws, rules and regulations, which may include the Georgia Procurement Manual (GPM), the Georgia State Purchasing Act and Department procurement policies.

“Procurement Solicitation” shall mean the Department’s solicitation of offers from Vendors for the needed supplies, services or construction. Procurement Solicitation shall include, but not be limited to, requests for quotes, requests for qualified contractors, requests for proposals, requests for approvals, requests for pre-qualifications, reverse auctions and any other approved solicitation method.

“Prohibited Contact” applies only to a Procurement subject to DOAS rules and refers to a Vendor’s contact with DCH Workers other than through the Issuing Officer after the public advertisement of a Procurement Solicitation and until such time as the results of the Procurement Solicitation are publicly announced or the Procurement Solicitation is cancelled. During that time period, “Prohibited Contact” shall mean contact with any DCH Worker, other than the Issuing Officer, whereby it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the outcome of a Procurement Solicitation. This prohibition includes, without limitation, personal meetings, meals, entertainment functions, telephonic communications, letters, faxes and e-mails, as well as any other activity that exposes the DCH Worker to direct contact with a Vendor. This prohibition does not include contacts with DCH Workers for the purpose of discussing existing on-going Department work which is unrelated to the subject of the Procurement Solicitation or existing consulting assignments. Inquiries regarding the status of a Procurement should always be directed to the Issuing Officer.

“Protest” shall mean a written objection by an interested party to Procurement Solicitation, or to a proposed award or award of a contract, with the intention of receiving a remedial result.

“Protestor” shall mean an actual bidder/offeror who is aggrieved in connection with a Procurement Solicitation or intended or actual contract award and who files a Protest.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

“Requirements Team” shall mean a designated group of DCH Workers who develop a Procurement Solicitation. A Requirements Team for the selection of professional services, consultant or temporary staffing agency employee includes the individuals responsible for drafting the request for such professional, consultant or staffer and approving the posting of the request. A DCH Worker is not a member of a Requirements Team simply because he or she identifies potential Vendors or meets with potential Vendors or current Vendors to discuss Departmental needs and review relevant information. A Requirements Team is formed once it is determined that a Procurement Solicitation or request for services is necessary to meet a Departmental need.

“Staffing Recruitment” shall mean a Procurement for the specific purpose of selecting temporary staffing agency employees in accordance with DOAS statewide contracts.

“Staffing Recruitment Professional” shall mean the Department’s Office of Human Resources staff member assigned to and responsible for managing the Staffing Recruitment process. The Staffing Recruitment Professional is charged with adhering to the highest ethical standards and ensuring that Staffing Recruitments are executed in a fair and impartial manner, consistent with applicable laws, rules and regulations.

“Staffing Recruitment Solicitation” shall mean a Procurement Solicitation for the specific purpose soliciting offers as part of a Staffing Recruitment.

“Vendor” shall mean any individual or entity seeking to do business or doing business with the Department, including, without limitation, contractors, professionals, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, any subcontractors, sub consultants and sub suppliers at all lower tiers, as well as any person or entity engaged by the Department to provide a good or service. A professional, consultant or temporary staffing agency and its employee who desires to be placed on an assignment with DCH is a Vendor. Once selected, the professional, consultant or temporary staffing agency employee remains a Vendor, but is also a DCH Worker.

V. General Requirements

A. Responsibilities of Procurement Professionals, Staffing Recruitment Professionals and DCH Workers who are on a Requirements Team or Evaluation Team

1. Procurement Professionals and Staffing Recruitment Professionals must ensure that DCH Workers participating in any Procurement activities have sufficient understanding of the Procurement and evaluation process and the applicable DCH and DOAS rules and regulations and policies associated with the processes.
2. Requirements Team members are tasked with developing standards of work, Procurement Solicitations and related documents in an objective and impartial manner. Typically, a Procurement Professional or Staffing Recruitment

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Professional facilitates the activities of a Requirements Team and a designated DCH Worker who is a Requirements Team member serves as the Head of the Requirements Team. Often, Requirements Team members are uniquely qualified to develop this material because of their experience with the industry. This experience may have been gained through employment or performance of services with Vendors. These Requirements Team members also maintain professional relationships that enable them to gather valuable information about current products and services. While participating on the Requirements Team, it is essential that Requirements Team members use their experiences and contacts solely to benefit the Department. They must place aside any personal and/or professional biases or prejudices that may exist when developing standards of work, Procurement Solicitations and related documents. A DCH Worker serving on a Requirements Team must not allow the DCH Worker's or Family Member's personal or professional relationships (e.g., friendships, dating, prior or current employment) with employees, principals, directors, officers, etc. of a Vendor or individuals on the Affiliate Vendor Team to interfere with the ability to prepare these Procurement Solicitations fairly and objectively in the interests of the Department. Such relationships may give rise to the appearance of, and/or create an actual conflict of interest and must be promptly disclosed in writing to the designated Procurement Professional or Staffing Recruitment Professional and the Head of the Requirements Team prior to the DCH Worker's participation on the Requirements Team using the Attestation Form attached as Exhibit A to this Policy (or Exhibit C to this Policy for a Staffing Recruitment), or a similar form provided by the Ethics Officer.

3. The designated Procurement Professional or Staffing Recruitment Professional shall consult with the Ethics Officer before making a determination as to whether a DCH Worker who has made any written disclosures on the Attestation Form or for whom there is a potential conflict of interest is permitted to participate on the Requirements Team. The Ethics Officer will make a determination as to whether an actual conflict or appearance of a conflict exists, and will notify the designated Procurement Professional or Staffing Recruitment Professional and the Head of the Requirements Team. The Ethics Officer may recommend actions that are necessary to assure the objectivity and fairness of the Procurement Solicitation and to prevent the appearance of a conflict of interest. If an actual conflict or appearance of conflict exists, it is the responsibility of the designated Procurement Professional or Staffing Recruitment Professional to exclude the individual from the Requirements Team or prepare a written description of the actions that will be taken to "cure" the conflict and assure the objectivity and fairness of the Procurement Solicitation. The designated Procurement Professional or Staffing Recruitment Professional shall maintain this written description of actions and ensure compliance with its terms. In some cases, disclosure of the conflict may be sufficient to "cure" the conflict.
4. Evaluation Team members are tasked with conducting objective, impartial evaluations, and, therefore, must place aside any personal and/or professional biases or prejudices that may exist. A DCH Worker serving on an Evaluation

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Team must not allow the DCH Worker's or DCH Worker's Family Member's personal or professional relationships (i.e. friendships, dating, prior or current employment) with employees, principals, directors, officers, etc. of a Vendor or individuals on the Affiliate Vendor Team to interfere with the rendering of fair and objective determinations. Such relationships may give rise to the appearance of, and/or create an actual conflict of interest and must be promptly disclosed in writing to the designated Procurement Professional or Staffing Recruitment Professional and the Head of the Evaluation Team prior to the Worker's participation on the Evaluation Team using the Attestation Form attached as Exhibit B to this Policy (or Exhibit C to this Policy for a Staffing Recruitment), or a similar form provided by the Ethics Officer.

5. The designated Procurement Professional or Staffing Recruitment Professional shall consult with the Ethics Officer before making a determination as to whether a DCH Worker who has made any written disclosures on the Attestation Form or for whom there is a potential conflict of interest is permitted to participate on the Evaluation Team. The Ethics Officer will make a determination as to whether an actual conflict or appearance of a conflict exists, and will notify the designated Procurement Professional or Staffing Recruitment Professional and the Head of the Evaluation Team. The Ethics Officer may recommend actions that are necessary to assure the objectivity and fairness of the Evaluation and to prevent the appearance of a conflict of interest. If an actual conflict or appearance of conflict exists, it is the responsibility of the designated Procurement Professional or Staffing Recruitment Professional to exclude the individual from the Evaluation Team or prepare a written description of the actions that will be taken to "cure" the conflict and assure the objectivity and fairness of the Evaluation. The designated Procurement Professional or Staffing Recruitment Professional shall maintain this written description of actions and ensure compliance with its terms. In some cases, disclosure of the conflict may be sufficient to "cure" the conflict.
6. In the event that the Department determines that a conflict of interest does exist and a DCH Worker on a Requirements Team or Evaluation Team failed to make the appropriate disclosure, the Department will evaluate whether the conflict is of sufficient magnitude to disqualify the DCH Worker from further participation on the Requirements Team and/or the Evaluation Team. Furthermore, in the event that the Department determines that the conflict of interest did negatively impact the final Procurement Solicitation or the outcome of a Procurement, such DCH Worker may be subject to disciplinary action, up to and including termination of employment.
7. In the event the Department becomes aware that a DCH Worker maintains a relationship of any sort that may be a conflict of interest or may have the appearance of a conflict of interest with respect to a Procurement, the designated Procurement Professional or Staffing Recruitment Professional shall consult with the Ethics Officer, after which the Ethics Officer will make a determination as to whether an actual conflict or appearance of a conflict exists. Based on that

MMIS-PROVIDER SERVICES MODULE
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determination and the impact of the conflict or the appearance of a conflict, the Ethics Officer may recommend actions that are necessary to cure the conflict or the appearance of a conflict. If an actual or appearance of a conflict exists, it is the responsibility of the designated Procurement Professional or Staffing Recruitment Professional to take appropriate action, up to and including the disallowance of the DCH Worker's participation in any Procurement activities.

8. Prior to participating on a Requirements Team or an Evaluation Team, each DCH Worker (including the Head of the Requirements Team and Head of the Evaluation Team) and the designated Procurement Professional or Staffing Recruitment Professional must execute the appropriate Attestation Form in Exhibit A or B to this Policy (or Exhibit C to this Policy for a Staffing Recruitment).

B. *Responsibilities of DCH Workers who are not on a Requirements Team or Evaluation Team*

All DCH Workers should be mindful of the importance of confidentiality during any Procurement. Even if a DCH Worker is not serving in the capacity of a member on the Evaluation Team or Requirements Team, all DCH Workers must refrain from engaging in conduct with a Vendor that could result in a conflict of interest or be considered a Prohibited Contact.

C. *Responsibilities of DCH Workers who are also Vendors*

A DCH Worker who is a consultant or temporary staffing agency employee on an assignment with DCH is also a Vendor. Consultants or temporary staffing agency employees shall provide professional, objective and impartial advice and services, and at all times hold the Department's interests paramount, without any consideration for future work for themselves or members of the Vendor Affiliate Team. In addition to the general obligations of a DCH Worker and Vendor, such individuals shall do the following in order for the Department to identify potential or perceived conflicts of interest that may impact procurements:

1. Disclose to the supervising DCH employee and Director of Human Resources every current and former employer
2. Disclose to the supervising DCH employee and Director of Human Resources the name of every current DCH Worker with whom the individual or the individual's Family Member has a current or pre-existing personal or professional relationship
3. Disclose to the supervising DCH employee and Director of Human Resources any project for another client that may give rise to an actual or perceived conflict of interest
4. Appropriately identify him or herself as an employee of the entity that actually pays his or her compensation and state that he or she is on a contract assignment with DCH

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

5. Ensure that he or she only performs work that is within the scope of the current assignment
6. Coordinate with the supervising DCH employee to ensure that his or her level of access to Confidential Information is limited to the scope of the current assignment

D. *DOAS rules applicable*

DOAS rules and regulations may apply to a Procurement, which DOAS rules and regulations may also be applicable to conflicts of interest and may be more restrictive than the provisions of this Policy. It is the responsibility of all DCH Workers to comply with DOAS rules and regulations, when applicable.

VI. VENDOR RESPONSIBILITIES

A. *Gifts and Kick-Backs*

Vendors may neither offer nor give any Gift or Kick-backs, directly or indirectly, to a DCH Worker. Similarly, no Vendor may offer or give any Gift or Kick-backs, directly or indirectly, to any member of a DCH Worker's Family. Such prohibited activity may result in the termination of the contract, in those cases where the Vendor has executed a contract with the Department. In the event that a potential Vendor who has submitted a response to a Procurement Solicitation engages in such activity, the Department shall act in accordance with DOAS protocol.

B. *Family Relationships with DCH Workers*

If a Vendor has a family or personal relationship with a DCH Worker, a Gift that is unconnected with the DCH Worker's duties at the DCH is not necessarily prohibited. In determining whether the giving of an item was motivated by personal rather than business concerns, the history of the relationship between the Vendor and DCH Worker shall be considered. However, regardless of the family or personal relationship between a Vendor and a DCH Worker, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the DCH Worker in the performance of his or her official duties.

C. *Vendor Submittals*

The Department expects all Vendors to be forthcoming, always submitting true and accurate information in response to a Procurement Solicitation or with regard to an existing business relationship. If the Department determines that the Vendor has intentionally omitted or failed to provide pertinent information and/or falsified or misrepresented material information submitted to the Department, the Department shall act in accordance with applicable state law and DOAS procurement policies and procedures.

Vendors must calculate the price(s) contained in any bid in accordance with the Georgia Procurement Manual.

D. *Business Relations*

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A Vendor may not be allowed to conduct business with the Department for the following reasons:

1. Falsifying or misrepresenting any material information to the Department as set forth hereinabove;
2. Conferring or offering to confer upon a DCH Worker participating in a Procurement (which the entity has bid or intends to submit a bid) any Gift, gratuity, favor, or advantage, present or future; and
3. Any other reasons not explicitly set forth herein that are contained in the Georgia Procurement Manual or applicable Department policy.

E. *Prohibited Contact*

The Vendor is precluded from engaging in Prohibited Contact upon the release of a Procurement Solicitation or posting of a request for consulting or temporary staffing services, during the evaluation process, and any time prior to the Department's public announcement of the results of the Procurement Solicitation, filling of the temporary position, or the Department's cancellation of the Procurement Solicitation.

VII. USE OF CONFIDENTIAL INFORMATION

DCH Workers will not use Confidential Information for their own advantage or profit, nor will they disclose Confidential Information to any potential Vendor or to any unauthorized recipient. DCH Workers will comply with all confidentiality requirements set forth in DCH policies and applicable law.

VIII. ADDRESSING VIOLATIONS

A. *The Process*

All DCH Workers are responsible for bringing violations to the attention of the Issuing Officer under Procurement protocols, the Procurement Professional or the Staffing Recruitment Professional or to a supervisor/manager if the affected DCH Worker is not a part of the Procurement. The supervisor/manager and/or the designated Procurement Professional or Staffing Recruitment Professional shall promptly report such violation to the Ethics Officer. If for any reason it is not appropriate to report a violation to the DCH Worker's immediate supervisor or the designated Procurement Professional or Staffing Recruitment Professional, DCH Workers will report such violations or concerns to the Ethics Officer or the Office of Inspector General. Procurement Professionals, Staffing Recruitment Professionals and managers are required to report suspected ethics violations to the Ethics Officer and the Office of Inspector General, who have specific responsibility for investigating all reported violations.

MMIS-PROVIDER SERVICES MODULE
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Confirmed violations will result in appropriate disciplinary action, up to and including termination from employment. In some circumstances, criminal and civil penalties may be applicable.

The Ethics Officer or Inspector General will notify the DCH Worker making the report of the suspected violation of receipt of such report. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

B. *Good Faith Filings*

Anyone filing a complaint concerning a violation of this Policy must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Good faith reporting of suspected policy violations by others shall not jeopardize a DCH Worker's employment with the Department. However, any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

C. *Confidentiality*

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Additionally, all DCH Workers are expected to cooperate in the investigation of such violations. Failure to cooperate in an investigation may result in disciplinary action, up to and including termination from employment.

MMIS-PROVIDER SERVICES MODULE

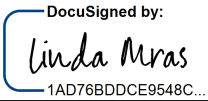
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ACKNOWLEDGEMENT

Contractor hereby acknowledges that:

- A. It has received, read, and understands the Georgia Department of Community Health's ***Ethics in Procurement Policy***;
- B. It agrees to comply with those provisions of the Georgia Department of Community Health's ***Ethics in Procurement Policy*** applicable to Contractor;
- C. It shall cooperate in good faith with the Georgia Department of Community Health so that the Georgia Department of Community Health and its workers will be in compliance with the ***Ethics in Procurement Policy***; and
- D. It is a contractor.

CLIENT NETWORK SERVICES, LLC

BY: 
1AD76BDDCE9548C...
*SIGNATURE

9/30/2021

Date

Linda Mras
Please Print/Type Name Here

Vice President, Contracts
*TITLE

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

GA STATE ATTACHMENT G

CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

Georgia Department of Community Health

Code of Ethics and Conflict of Interest Policy	Policy No. 401
Effective Date: November 1, 2006	Page 1 of 10
Revision Date: January 26, 2011	

- References:**
1. O.C.G.A. §45-10-1 et seq.;
 2. O.C.G.A. § 21-5-1, et seq.;
 3. Governor's Executive Order Establishing a Code of Ethics for Executive Branch Officers and Employees, January 10, 2011;
 4. DCH Ethics Statement
 5. DCH Ethics in Procurement Policy

I. Purpose

The purposes of this policy are to assist DCH Employees and Board members in maintaining the highest standards of ethics and to provide guidelines that DCH Employees and Board members should follow in order to avoid a conflict of interest or the appearance of conflict.

II. Definitions

For the purposes of this policy, the following terms shall have the following meanings:

- A. "Agency" shall mean any agency, authority, department, board, bureau, commission, corporation, committee, office, or instrumentality of the State of Georgia.
- B. "Board member" shall refer to all members of the Board of Community Health established under O.C.G.A. § 31-2-3.
- C. "Commissioner" shall mean the Commissioner of the Department of Community Health.
- D. "Department" shall refer to the Department of Community Health established under O.C.G.A. § 31-2-4.

MMIS-PROVIDER SERVICES MODULE

Led by the State of Montana

- E. "Employee" shall mean any person who is employed by the Department.
- F. "Expenses" shall mean the provision of food, beverages, travel, lodging, and registration fees that are attendant to an Employee's participation in a public meeting related to official or professional duties. Expenses are limited to those items that are directly associated with the business or professional duties and are not attributable to personal, social or recreational activities.
- G. "Family Member" means a spouse, parent, grandparent, child, brother, sister, uncle, aunt, nephew, niece, first cousin, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent, stepchild, stepbrother, stepsister, half brother or half sister.
- H. "Gifts" shall mean, for the purposes of this Policy, money, advances, personal services, gratuities, loans, extensions of credit, forgiveness of debts, memberships, subscriptions, travel, meals, charitable donations, refreshments, hospitality, promises, discounts or forbearance that are not generally available to members of the public. A Gift need not be intended to influence or reward an Employee.
- I. "Honorarium" shall mean payment to a professional person for services for which no fee is required. Honorarium excludes such things as a certificate or other token of appreciation, which has nominal value and may be accepted as a ceremonial courtesy.
- J. "Indirectly" is intended to cover, but not be limited to, any scheme, device or plan which circumvents the literal language of this Policy but provides material financial benefits to a Board member or an Employee or such person's Family Member. "Limited powers" shall mean those powers exercised by Public Officials, which affect and influence a specific agency. "Lobbyist" shall have the meaning set forth in O.C.G.A. Section 21-5-70(5).
- K. "Nepotism" shall mean demonstrating favor on the basis of Family Member relationship in employment decisions such as hiring, promotions, transfers, or terminations.
- L. "Part time" shall mean employed for less than thirty (30) hours per week for a continuous period of fewer than twenty-six (26) weeks.
- M. "Public Official" shall mean any person elected or appointed to a state office wherein the person has administrative and discretionary authority to receive and expend public funds and perform certain duties that impact the public.
- N. "State-wide powers" shall mean those powers exercised by Public Officials which affect and influence all of state government.
- O. "State" shall mean the State of Georgia.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

- P. "Substantial interest" shall mean the direct or indirect ownership of more than 25 percent of the assets or stock of any business.
- Q. "Transacting business" shall mean to sell or lease any personal or real property, surplus personal or real property, or services on one's behalf or on behalf of any third party as an agent, broker, dealer, or representative.
- R. "Vendor" shall mean the definition set forth in O.C.G.A. Section 45-1-6(a)(5), as well as any person seeking or opposing a certificate of need.
- S. "Value" shall mean actual retail price or cost attributable to a gift minus taxes and/or gratuities or a reasonable estimate based upon customary charges for like goods or services.

III. Code of Ethics

In fulfilling designated duties and responsibilities, Employees and Board members should be mindful of the following principles:

- A. Uphold the Constitution, laws, and legal regulations of the United States and the State.
- B. Give a full day's labor for a full day's pay and perform duties with earnest effort and best thought.
- C. Never discriminate unfairly by extending special favors or privileges, whether for remuneration or not, and never accept, for personal gain or for a Family Member, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of governmental duties.
- D. Make no private promises of any kind binding upon the duties of office, since a government Employee has no private word, which can be binding on public duty.
- E. Refrain from engaging in business with the government, either direct or indirectly, which is inconsistent with the conscientious performance of governmental duties.
- F. Never use confidential information in the performance of governmental duties as a means of making a profit.
- G. Expose corruption.
- H. Seek to find and employ more efficient and economical ways of getting tasks accomplished.
- I. Uphold these principles, ever conscious that public office is a public trust.

IV. Transacting Business

A. DCH Board members and Employees

1. DCH Board members and Employees must refrain from transacting business with the Department for personal gain or on behalf of another party. However, it is allowable for DCH Board members and Employees to conduct business with other Agencies as long as the business transaction does not result in a benefit for the Department.
2. Part-time Employees, however, are allowed to transact business with the Department under the following circumstances:
 - a. the transaction resulted from a sealed competitive bid; or
 - b. the transaction does not exceed \$250.00 in benefit to the Employee, or transactions in a given calendar year do not, in the aggregate, exceed \$9,000.
3. A business in which DCH Board members or Employees maintain a substantial interest may not transact business with the Department.

B. Family Members

If a Family Member of a Public Official or Employee maintains a substantial interest in a business, that business may not engage in a business relationship with the Department. Because Family Members are subject to the same ethical constraints as Public Officials and/or Employees, Family Members may conduct business with other Agencies only as long as the business transaction does not result in a benefit for the Department. This prohibition stems from the presumption that the Public Official or Employee, by virtue of his or her Family Member's relationship, has benefited from the business transaction.

C. Exceptions

The following transactions are permitted:

1. A transaction by a full-time or part-time Public Official or part-time Employee that does not exceed \$250.00, or in the alternative, transactions, which in the aggregate in any given year, do not exceed \$9000 in value.
2. A transaction involving the sale of real property through eminent domain.
3. A transaction involving the purchase of health, life, disability, retirement or pension benefits as a part of compensation.
4. A transaction involving a Public Official or Employee and the sale of property or services, where State funds pay for the transaction, and the property or service remains with a third party who is restricted from selling the property or services to an Agency.

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5. A transaction between a DCH Board member or Employee and a public contractor.
6. Any transaction involving an emergency purchase by the Department which must be made to protect the health, safety, or welfare of the citizens or property of Georgia; provided, however, that such emergency shall be attested to in writing by the DCH Division Chief under whose scope of responsibility the purchase is made.
7. A transaction wherein a Public Official or DCH Board member is the only source of supply within the State; provided, however, that the limitation to such exclusive, sole source shall be attested to in writing by the DCH Division Chief under whose scope of responsibility the transaction is made.
8. A transaction occurring before March 1, 1983.
9. A transaction involving the provision of Medicaid or Medicare related services and benefits to an Employee or his Family Member; provided, however, in the case of an Employee, he or she shall have no decision-making authority or influence over the determination of eligibility for or amount of such services or benefits.
10. Any transaction between a DCH board member or Employee and an entity within the University System wherein the transaction has been approved by the unit of the University System.
11. Any transaction occurring prior to a Public Official's qualification to run for office or acceptance of an appointment to a public office if the transaction predates the qualifying or acceptance date.
12. Any transaction, wherein the course of business, a DCH Board member or Employee collects sales tax, license fees, excise taxes, or commission as compensation for the performance of a service or good.

D. Disciplinary Actions and Other Remedial Actions

In the event that a DCH Board member or Employee participates in impermissible transactions and/or fails to comply with the reporting requirements in Paragraph V, the following consequences may result:

1. Removal from the Board by the Governor;

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2. Termination from employment;
3. Civil fines not to exceed \$10,000; and
4. Restitution to the State for any financial benefit received as a result of the business transaction.

Similarly, if any business in which the DCH Board member's or Employee's Family Member has a substantial interest participates in an impermissible transaction, the business may be subject to the following consequences:

1. Civil fines not to exceed \$10,000; and
2. Restitution to the State for any financial benefit received a result of the business transaction.

V. Other Conflicts of Interest

A. Procurement

The Department is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards, and enjoys the complete confidence of the public. To achieve these important public purposes, it is critical that Employees and Board members have a clear understanding of, and an appreciation for, the ethics in procurement. See DCH Policy No. 402, "Ethics in Procurement" for further guidance.

B. Gifts

Employees are prohibited from accepting gifts from any person with whom the Employee interacts on official state business. To the extent that gifts of nominal value are offered, (i.e., gifts with value of less than \$25.00), they may be shared with other members of the DCH. Exceptions shall include perishable items, such as a basket of fruit, which may be accepted and promptly placed in a common area of state property for sharing among a group.

Employees are allowed, however, to accept a gift on behalf of any Agency or the Office of the Governor or when ceremonial courtesies require such an acceptance. Upon acceptance, the Employee should transfer the gift to DCH, the Office of the Governor, or in the alternative, to a charitable organization on behalf of DCH or the Office of the Governor.

If a Vendor has a personal relationship with the Employee, a Gift that is unconnected with the Employee's duties at the DCH is not necessarily prohibited. In determining whether the giving of an item was motivated by personal rather than business

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Led by the State of Montana

concerns, the history of the relationship between the Vendor and Employee shall be considered. However, regardless of the personal relationship between a Vendor and an Employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the Employee in the performance of his or her official duties.

C. Honoraria

Honoraria are payments to a professional person for services for which no fee is required. Honorarium excludes such things as a certificate or other token of appreciation, which has nominal value and may be accepted as a ceremonial courtesy. Employees are not allowed to accept honoraria.

D. Service on Boards

In general, Employees are restricted from serving as a corporate officer or director of for-profit or publicly held organizations. Notwithstanding the foregoing, each circumstance may be assessed on a case-by-case basis to determine if an actual conflict of interest exists, which would determine whether the Employee could provide such service.

Employees may provide pro bono services to non-profit organizations as long as such services do not negatively impact the Employee's ability to perform his or her duties effectively and with objectivity.

E. Dual Employment

See DCH Policy No. 411 for guidance regarding secondary employment.

F. Political Activities

See DCH Policy No. 416 for guidance regarding political activities.

G. Nepotism

The manner in which Family Members are employed in any organization may lend to an appearance of conflict of interest. The Governor's Executive Order Establishing a Code of Ethics for Executive Branch Officers and Employees prohibits an Employee from advocating for or causing the advancement, appointment, employment, promotion, or transfer of a Family Member to a position within the Department. Additionally, Georgia law restricts the Commissioner and Board members from engaging in that same activity wherein the salary of the Employee is \$10,000 annually or more.

In that the Department desires to assist supervisors in making equitable decisions regarding work assignments, promotions, performance evaluations, disciplinary actions, and all other actions which have a direct impact on an individual's employment, the Department reserves the right to impose the following restrictions:

1. Family Members of individuals currently employed by the Department may be hired only if they will not be working directly for or supervising a Family Member.

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Led by the State of Montana

2. If Family Members are currently employed, they cannot be transferred into a direct reporting relationship.
3. If the Family Member relationship is established after employment and there is a direct reporting relationship, the manager shall make the determination as to which Employee shall be subject to transfer, if such transfer does not adversely affect the business needs of the Department.

This policy shall in no means violate state and federal laws regarding discrimination on the basis of marital status.

VI. Lobbyists

Employees must ensure that any vendor who submits bids and/or responses to request for proposals, submits an application for a certificate of need, or seeks confirmation of status, letter of non-reviewability, or opposition has certified on forms prescribed by the Department that any lobbyist employed or retained by the vendor has registered with the Government Transparency and Campaign Finance Commission and made the appropriate disclosures.

VII. Reporting Requirements

A. *Annual Filing by All Board Members*

Each Board member is required to file an annual affidavit relating to the impact of official actions on the member's private, financial and business interests. This affidavit must be filed with the Government Transparency and Campaign Finance Commission by January 31 of each year.

B. Annual Filing by Board Members and Employees Who Engaged in Certain Business Transactions

DCH Board members and Employees must report, on a form prescribed by the Government Transparency and Campaign Finance Commission, an itemized list of business transactions with the State of Georgia or any state agency. This disclosure statement, containing the previous year's business transactions, must be submitted to the Government Transparency and Campaign Finance Commission no later than January 31 of each year. A copy of this report should be submitted to the General Counsel.

Board members and Employees are not required to submit such disclosure statements if they have not transacted business or if such transactions include only those set forth in Paragraph IV(C)(1).

C. Annual Personal Financial Disclosure Filing by Commissioner

The Commissioner shall be required to file, on an annual basis, a financial disclosure statement, including all information contained in O.C.G.A. Section 21-5-50.

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D. Report of Expenses and Fees

As a rule, all expenses for an Employee to participate in conferences, meetings and other activities on behalf of DCH shall be paid by DCH. Expenses include food, beverages, travel and lodging. In limited exceptions, a person or entity, on behalf of an Employee, may offer to pay or waive registration fees when such fees are attendant to the Employee's participation in a public meeting related to official or professional duties; provided, however, that in no event may such fees be paid or waived by a contractor, vendor, potential bidder or lobbyist. Fees are limited to those items that are directly associated with the business or professional duties and are not attributable to personal, social or recreational activities.

A report of such fees must be filed with DCH's Ethics Officer no later than thirty (30) days after the fees have been paid or waived. The report should include:

1. Name and address of the person paying the registration fees; and
2. The description and value of each registration fee.

E. Report of Gifts

If an Employee receives a gift on behalf of DCH or the Office of the Governor, the Employee must file a report with DCH's Ethics Officer no later than thirty (30) days after the receipt of the gift. The report should include:

1. Name and address of the person giving the gift
2. The date the gift was given
3. The monetary value of the gift
4. An explanation of the disposition of the gift

VIII. Guidance

In the event that a DCH Board member or Employee has reason to believe that a conflict of interest might exist in a particular circumstance, the Board member or Employee should seek guidance from the DCH Inspector General.

In those situations where a DCH Board member has in fact identified a conflict involving a matter before the DCH Board, the Board member should immediately recuse himself or herself from any discussion or voting on the matter. The withdrawal of the Board member from consideration of the matter should be entered in the minutes of the meeting of the Board and made a part of the permanent records of the Department.

IX. Mandatory Reporting

MMIS-PROVIDER SERVICES MODULE
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Any and every employee who has knowledge of any ethics violation is responsible for reporting such violation to the DCH Inspector General and the DCH Ethics Officer. Good faith reports will be free from retaliation. Supervisors are responsible for reporting such violation and for forwarding any such report from any member of the supervisor's staff to the DCH Inspector General and the DCH Ethics Officer. Supervisors are additionally responsible for ensuring that the employees under his or her supervision are aware of and comply with the DCH ethical standards and policies.

Reporting suspected policy violations by others shall not jeopardize an Employee's tenure with the Department. Anyone reporting a possible violation of this policy must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation.

Any Department employee may report information, in good faith, concerning the possible violations of this policy in any Department programs or operations. No DCH employee will take action against, direct others to take action against, recommend personnel action against, approve personnel action against, or threaten another Department employee for questioning or reporting in good faith possible violations of this policy.

X. Acknowledgement of Policy

Each Board member and Employee shall sign an acknowledgement that he or she:

- A. Has received a copy of the policy;
- B. Has read and understands the policy or, at least, is aware of the policy and is accountable for compliance with it;
- C. Agrees to comply with the policy;
- D. Agrees to submit the Financial Disclosure Statement as required by this policy, if required; and
- F. Agrees to the disclosure of business transactions with the State.



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ACKNOWLEDGEMENT

Contractor hereby acknowledges that:

- A. It has received, read, and understands the Georgia Department of Community Health's ***Code of Ethics and Conflict of Interest Policy***;
- B. It agrees to comply with those provisions of the Georgia Department of Community Health's ***Code of Ethics and Conflict of Interest Policy*** applicable to Contractor;
- C. It shall cooperate in good faith with the Georgia Department of Community Health so that the Georgia Department of Community Health and its workers will be in compliance with the ***Code of Ethics and Conflict of Interest Policy***; and
- D. It is a contractor.

CLIENT NETWORK SERVICES, LLC

DocuSigned by:
Linda Mras
1AD76BDDCE9548C...

BY: _____

*SIGNATURE

9/30/2021

Date

Linda Mras
Please Print/Type Name Here

_Vice President, Contracts_____

*TITLE

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

GA STATE ATTACHMENT H
GEORGIA DEPARTMENT OF COMMUNITY HEALTH
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Public Employer:	Georgia Department of Community Health
Contractor's Name:	Client Network Services, LLC
Contract Title:	MMIS-Provider Services Module
Contract No.:	2022001

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the Contractor identified above has registered with, is authorized to use, and uses a federal work authorization program*, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and will continue to use a federal work authorization program throughout the period of the Contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Contract with the Public Employer, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Public Employer at the time the subcontractor(s) is retained to perform such service.

1360489
EEV / E-Verify™ Company Identification Number**
**Must be a 4 to 7 digit number

11/16/2018
E-Verify Authorization Date

Linda Mras
BY: Signature of Authorized Officer or Agent
of Contractor

10-1-21
Signature Date

Linda Mras
Printed Name of Authorized Officer or Agent

Vice President, Contracts
Title of Authorized Officer or Agent

NASPO ValuePoint
PARTICIPATING ADDENDUM



NASPO
ValuePoint

MMIS-PROVIDER SERVICES MODULE

Led by the State of Montana

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

1 DAY OF October, 2021

Spence Harrison
Notary Public

[NOTARY SEAL]



My Commission Expires: March 31, 2024

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

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**GEORGIA DEPARTMENT OF COMMUNITY HEALTH
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Public Employer:	Georgia Department of Community Health
Contractor's Name:	Client Network Services, LLC
Contract Title:	MMIS-Provider Services Module
Contract No.:	2022001

ADDITIONAL INSTRUCTIONS TO CONTRACTOR: Please list below all subcontractors and sub-subcontractors (if any) used to perform services under the Contract. In addition, you must attach a copy of the signed and notarized affidavit (third page of this form) from each of the subcontractors and sub-subcontractors listed below. Contractor is responsible for providing a copy of the signed and notarized affidavit to the Public Employer within five (5) days of the addition of any new subcontractor or sub-subcontractor used to perform under the Contract. If there are no subcontractors providing services to DCH, this page is not required.

Contractor's Name:	Client Network Services, LLC
Subcontractors:	None

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Sub-Subcontractors (if any)	
Name of Subcontractor:	Name of Sub-subcontractor:

GEORGIA DEPARTMENT OF COMMUNITY HEALTH
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Public Employer:	Georgia Department of Community Health
Contractor's Name:	Client Network Services, LLC
Contract Title:	Provider Enrollment System
Contract No.:	Participating Addendum 2022001
Subcontractor's Name:	
Sub-Subcontractor's Name:	

MMIS-PROVIDER SERVICES MODULE

Led by the State of Montana

SUBCONTRACTOR OR SUB-SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor/Sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the Subcontractor/Sub-subcontractor which is engaged in the performance of services under contract with the Contractor (or Subcontractor as applicable) on behalf of the Public Employer, has registered with, is authorized to use, and uses a federal work authorization program*, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and will continue to use a federal work authorization program throughout the period of the Contract. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Contract, the undersigned will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 in the form of this affidavit. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the Public Employer at the time the subcontractor(s) is retained to perform such service.

Please initial beside only one choice below:

1. _____ I am an authorized representative of the Subcontractor identified above.
2. _____ I am an authorized representative of the Sub-Subcontractor identified above.

EEV / E-Verify™ Company Identification Number**

Date

****Must be a 4 to 7 digit number**

E-Verify Authorization

BY: Signature of Authorized Officer or Agent
of Subcontractor/Sub-Subcontractor (as applicable)

Signature Date

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

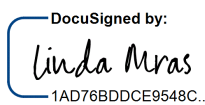
MMIS-PROVIDER SERVICES MODULE
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GA STATE ATTACHMENT I

CERTIFICATION REGARDING COMPLIANCE WITH O.C.G.A. § 50-5-85

Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel as defined in O.C.G.A. § 50-5-85.

CLIENT NETWORK SERVICES, LLC

BY:  9/30/2021
1AD76BDDCE9548C...

*SIGNATURE

Date

Linda Mras

Please Print/Type Name Here

Vice President, Contracts

*TITLE

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

GA STATE ATTACHMENT J
AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY

STATE OF CALIFORNIA
CONTRA COSTA COUNTY

**AFFIDAVIT OF ARNOLD D. MORSE IN SUPPORT OF
CLAIM[S] THAT INFORMATION IS PROTECTED UNDER
GEORGIA LAW FROM DISCLOSURE TO THE PUBLIC**

PERSONALLY APPEARED before the undersigned officer, authorized to administer oaths, *Arnold D. Morse*, Affiant who, first being duly sworn, testifies as follows:

1. My name is *Arnold D. Morse*. I am of the age of majority and am competent in all respects to give this Affidavit. My testimony herein is based on personal knowledge and upon documents maintained in the files of Client Network Services, LLC.

2. *Client Network Services, LLC ("CNSI")* is a Delaware limited liability company headquartered in *McLean, VA*. I am the *General Counsel* of *CNSI* with primary responsibility for day-to-day legal/contractual commitments of *CNSI*. In my role as *General Counsel*, I am authorized to provide this Affidavit on behalf of *CNSI*.

3. *CNSI* submitted a "Protected Copy" and will submit a "Redacted Copy" of the Master Agreement No. 180911790060 Participating Addendum No. 2022001 implementing Phase II of the Georgia Department of Community Health ("DCH") procurement of a new MMIS Provider Services Module Solution (referred to hereinafter as the "Submittal") to DCH in compliance with DCH's Procedures for Submitting Information Pursuant to a Claim that Information in the Submittal is Protected Under Georgia Law from Disclosure to the Public. I affirmatively declare that information contained in the Submittal to DCH, and as described in this Affidavit, is protected under the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, from disclosure to the public and that a Redacted Copy will be submitted to DCH for disclosure to the public as is. Support for this declaration, including citation to the specific provision[s] of Georgia law, is included in an attachment entitled "Support for Proprietary Information Protection".

4. The Georgia Open Records Act provides in pertinent part that –

(a) Public disclosure shall not be required for records that are:

(34) Any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific

information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10. O.C.G.A. § 50-18-72(a)(34).

5. The Georgia Trade Secrets Act, O.C.G.A. § 10-1-760, *et seq.*, provides that a –

(4) 'Trade secret' means information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

(A) Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and

(B) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. O.C.G.A. § 10-1-761(4).

6. The Submittal was required to be submitted to DCH per the Department's request.

7. On behalf of CNSI, I affirmatively declare that the items included in the Submittal that are identified and described in the Georgia Affidavit of Trade Secrets dated September 19, 2019 and attached as Exhibit 1 constitute trade secrets pursuant to the Georgia Trade Secrets Act for the reasons stated in the document.

8. The document, Georgia Affidavit of Trade Secrets dated September 19, 2019, also provides the justification as to why each item identified and described therein is considered a trade secret.

9. After September 20, 2019, CNSI provided additional documentation to DCH to address the emerging requirements and DCH requests for information to support the Submittal. CNSI will prepare a second GA Affidavit of Trade Secrets and attach redacted versions of those documents at a later date in compliance with DCH's Procedures for Submitting Information Pursuant to a Claim that Information in the Submittal is Protected Under Georgia Law from Disclosure to the Public.

10. CNSI understands that receipt by DCH of this Affidavit and the Submittal does not mean that DCH agrees or has made a determination that 'the information identified in this Affidavit is protected under the Georgia Open Records Act from disclosure to the public. However, for claims made in this Affidavit that information in the Submittal constitute trade secrets pursuant to the Georgia Trade Secrets Act, I understand that Section 50-18-72(a)(34) of the Georgia Open Records Act proscribes a procedure for producing such information in response to a request under that Act.

FURTHER, Affiant saith naught.



(Signature)

Arnold D. Morse

General Counsel

Client Network Services, LLC

1600 Tysons Blvd., Suite 1000

McLean, VA 22102

240-399-2090

Arnold.morse@cns-inc.com

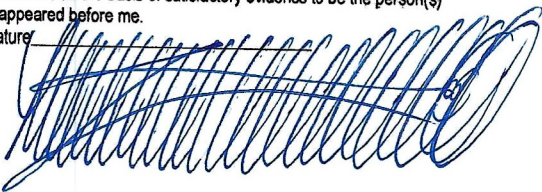
Subscribed and sworn to before me this _____ of _____, 2021.

Name of Notary Public

My Commission expires:

[Notary must notarize]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California
County of Contra Costa
Subscribed and sworn to (or affirmed) before me this 30th day
of Sept., 2021 by Arnold Morse
proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.
Signature 



STATE OF MARYLAND

COUNTY OF MONTGOMERY

**AFFIDAVIT OF ARNOLD D. MORSE IN SUPPORT
OF CLAIM THAT INFORMATION IS
PROTECTED
UNDER GEORGIA LAW FROM DISCLOSURE TO THE PUBLIC**

PERSONALLY APPEARED before the undersigned officer, authorized to administer oaths, Arnold D. Morse, Affiant who, first being duly sworn, testifies as follows:

1. My name is Arnold D. Morse. I am of the age of majority and am competent in all respects to give this Affidavit. My testimony herein is based on personal knowledge and upon documents maintained in the files of Client Network Services, LLC, (dba "CNSI").

2. CNSI is a Delaware limited liability company headquartered in Rockville, MD. I am the General Counsel of CNSI with primary responsibility for all contract functions, including the administration of all CNSI contracts and proposals. In my role as General Counsel, I am authorized to provide this Affidavit on behalf of CNSI.

3. On July 8, 2019, LeeClois Bolar, the Project Manager for the Georgia Department of Community Health ("DCH") regarding DCH's Phase II procurement of a new MMIS Provider Services Module Solution (the "Procurement"), invited CNSI, by email, to demonstrate CNSI's proprietary evoBrix® Provider Management Information System ("PMIS") to DCH on a date to be scheduled.

4. Ms. Bolar communicated with CNSI by email on July 26, 2019, August 5, 2019, August 7, 2019, and August 8, 2019, notifying CNSI of the information DCH required CNSI to provide to DCH to support the demonstration of its PMIS solution, scheduled to be presented on September 12, 2019, and to compete for the Procurement. The final versions of the various information requests to CNSI are described in the following DCH documents attached to Ms. Bolar's August 8, 2019 email:

Provider Services Module_Vendor Scenarios_06 August2019.doc
Provider Services Module Questions_08August2019.doc
Provider Services Module_DemoChecklist-06August2019.doc
Provider Services Module_VendorDemoAgenda.06August2019.doc

5. On August 30, 2019, CNSI emailed DCH a cover letter and two documents, one entitled "Responses to Vendor Questions", and the other entitled "Vendor Pre-Demonstration Material Requests" in advance of the scheduled demonstration, in response to the Provider Services Module Questions_08August2019.doc request and the Provider Services Module_Vendor Demo Agenda_06August2019 instructions.. On September 12,

2019 CNSI presented its PMIS solution to DCH at DCH's offices, and submitted documentation to DCH, in response to the requests contained in the four documents identified in paragraph 4 above, to support the demonstration, and DCH's Procurement (the August 30 and September 12 documents hereinafter referred to as the "Documents"). The Documents included competition sensitive information not commonly known by or available to the public that, if disclosed, would provide economic value to our competitors.

6. On September 19, 2019, CNSI submitted "Redacted Copies" of the Documents, identified and listed on Exhibit A (referred to hereinafter as the "Submittal").

7. I affirmatively declare that information contained in the Submittal to DCH is protected under the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, from disclosure to the public and that the Redacted Copies are submitted to DCH for disclosure to the public as is. Support for this declaration, including citation to the specific provision[s] of Georgia law, is described below:

The Georgia Open Records Act provides in pertinent part that –

(a) Public disclosure shall not be required for records that are:

(34) Any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10. O.C.G.A. § 50-18-72(a)(34).

The Georgia Trade Secrets Act, O.C.G.A. § 10-1-760, *et seq.*, provides that a -

(4) 'Trade secret' means information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

(A) Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and

(B) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

O.C.G.A. § 10-1-761(4).

8. The Submittal was required to be submitted to DCH to protect CNSI trade

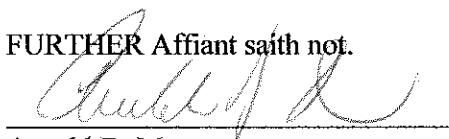
secrets in accordance with the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*

9. On behalf of CNSI, I affirmatively declare that the information redacted from the Submittal includes the following kinds of competition sensitive information, which constitute trade secrets pursuant to the Georgia Trade Secrets Act:

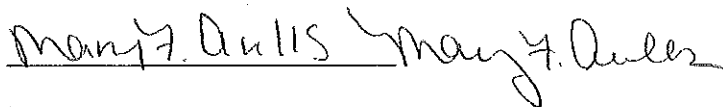
- Names of CNSI employees in key technical positions, organization charts;
- Technical data including architectural designs, flow diagrams, solution graphics, and product specifications;
- Customer data including customer names and contact information, project names;
- Information describing CNSI's unique approach to delivering the Georgia Provider Services Module Solution including, project strategy, timelines, hardware and software components, screen shots, flow diagrams, specifications, crosswalk data, graphics, methodologies, schedules, assumptions, staffing plan, workflows, tables, competitive advantages over competing solutions, and key aspects of CNSI's solution.

10. CNSI understands that receipt by DCH of this Affidavit and the Submittal does not mean that DCH agrees or has made a determination that the information identified in this Affidavit is protected under the Georgia Open Records Act from disclosure to the public. However, for claims made in this Affidavit that information in the Submittal constitute trade secrets pursuant to the Georgia Trade Secrets Act, I understand that Section 50-18-72(a)(34) of the Georgia Open Records Act proscribes a procedure for producing such information in response to a request under that Act.

FURTHER Affiant saith not.


Arnold D. Morse
General Counsel
CNSI

Subscribed and sworn to before me this 19th day of September, 2019.


[NAME of Notary Public]

My Commission expires: 11/7/19



EXHIBIT A – THE SUBMITTAL

Cover Letter

Responses to Vendor Questions

Vendor Pre-Demonstration Material Requests

Appendices

Appendix A. Q4 – DRAFT Proposed Provider Module Certification Plan

Appendix B. Q25 – PSM Hardware and Software Requirements

Appendix C. Q32 – Sample Training Documentation

C.1 Q32a – Sample User Guide

C.2 Q32b – Sample Training Schedule

C.3 Q32c – Sample UAT Training Agenda

Appendix D. Q42 – Sample Project Management Documentation

D.1 Q42a – Sample Implementation Plan

D.2 Q42b – Sample Project Schedule

D.3 Q42c – Sample Project Work Plan

D.4 Q42d – Sample Schedule Management Plan

D.5 Q42e – Sample Risk Management Plan

D.6 Q42f – Sample Change Management (Change Control) Plan

D.7 Q42g – Sample Quality Management Plan

D.8 Q42h – Sample Communication Management Plan

D.9 Q42i – Sample Test Management Plan

D.10 Q42j – Sample Training Management Plan

Appendix E. Q46 – Sample Data Conversion Plan

Vendor Pre-Demonstration Materials

Supplier Demonstration Participants

Service Level Agreements & Program Assurances

Provider Services Module Program Service Level Agreement (SLA)

Performance Standards/Guarantees

Warranty Language

Past Performance References

Project Management

Implementation Plan

Project Schedule

Project Work Plan

Communications Management Plan

Training Plan

Testing Plan (full system)

Standard Reporting and Notification Samples

Provider Services Module Standard Reporting Samples

Provider Services Module Alerting and Notification Samples



Expected Handouts/Items

A. Welcome and Introductions

Supplier Business Cards
Presentation Packets

Agenda

EH-A1_Supplier Business Cards
EH-A2a_PresentPacket
EH-A2b_PresentPacket
EH-A3_Agenda

B. Company Overview

List of Relevant Client References
Project Escalation Path
Project Team/Resource Org Chart
Proposed Project Staff Resumes
Brochures / Whitepapers, etc.

EH-B1_Past Performance References
EH-B2_Project Escalation Path
EH-B3_ProjectTeam-Resource Org Chart
EH-B4_Proposed Project Staff Resumes
EH-B5a_Brochures_White Paper
EH-B5b_Brochures_White Paper
EH-B5c_Brochures_White Paper
EH-B5d_Brochures_White Paper

C. Product/Solution Overview

Comparative Charts

EH-C1_Comparative Charts

D. System Requirements & Capabilities Demonstration

User Manuals / Guides
Integration Plan
Functional and Data Specifications

API Specifications
Exposed Module Endpoints
Data Formats
Sample Data
Flow Diagram / Charts
Portal Accessibility; Role-Based
Hardware Requirements
Software Requirements
Exception & Recon Diagrams
Accounts Payable Statuses

EH-D1_User Manual_Guide
EH-D2_Integration Plan_Redacted
EH-D3a_FunctionalSpecs1
EH-D3b_FunctionalSpecs2
EH-D3c_DataSpecs
EH-D4_API Specifications
EH-D5_Exposed Module Endpoints
EH-D6_Data Formats
EH-D7_Sample Data
EH-D8_Flow Diagrams-Charts
EH-D9_Portal Accessibility
EH-D10_Hardware Requirements
EH-D11_Software Requirements
EH-D12_Exception-ReconDiagrams
EH-D13_Accounts Payable Statuses

E. Reporting Capabilities & Quality Assurance Demonstration

Sample Report Templates in Various Formats

Role-Based Reporting Samples
Compliance Reporting Samples

Quality Reporting Samples

FWA Detection Reporting Samples

EH-E1_Sample Report Templates in Various
Formats
EH-E2_Role-based Reporting Samples
EH-E3a_Compliance Reporting Samples
EH-E3b_Compliance Reporting Samples
EH-E4a_Quality Reporting Samples
EH-E4b_Quality Reporting Samples
EH-E5a_FWA Detection Reporting Samples
EH-E5b_FWA Detection Reporting Samples

F. Implementation Overview

Implementation Plan
Project Schedule
Project Work Plan

EH-F1_Implementation Plan_Redacted
EH-F2_GA Project Schedule
EH-F3_Project_Workplan_Redacted

WBS tasks and Project Outputs
Schedule Management Plan

EH-F4_WBS Task & Project Outputs
EH-F5a_Schedule Management Plan



Risk Management Plan
Change Management Plan
Data Management Plan
Quality Management Plan
Communications Management Plan
Training Plan
Test Plan

EH-F5b_Schedule Mgt Plan_Redacted
EH-F6_Risk Management Plan
EH-F7_Change Mgt Plan_Redacted
EH-F8_Data Management Plan_Redacted
EH-F9_Quality Mgt Plan_Redacted
EH-F10_CommunicationsMgmtPlan_Redacted
EH-F11_Training Plan_Redacted
EH-F12_Test Plan_Redacted

G. Scenario-based Demonstrations

Flow Diagram / Charts
Sample Reports
Sample Communications
Sample Alerts
Successful vs Failed Scenarios

EH-G1_FlowDiagram-Charts
EH-G2_Sample Reports
EH-G3_Sample Communications
EH-G4_Sample Alerts
EH-G5_SuccessfulvsFailedScenario

H. Security & Privacy Attestation

Required Deliverables

BC/DR Plan
Security Plan

EH-H1a_Required Deliverables_Redacted
EH-H1b_Required Deliverables_Redacted
EH-H1c_Required Deliverables_Redacted
EH-H2_BC-DR Plan_Redacted
EH-H3_Security Plan_Redacted

I. Enhancements, Best Practices, and Lessons Learned

List of Best Practices
List of Lessons Learned
List of System Enhancements

EH-I1_List of Best Practices
EH-I2_List of Lessons Learned
EH-I3_List of System Enhancements



GA STATE ATTACHMENT K

SAMPLE LETTER OF CREDIT

ISSUING BANK: [BANK'S NAME]
[BANK'S ADDRESS]

APPLICANT: [CONTRACTOR'S APPLICANT'S NAME]
[CONTRACTOR'S APPLICANT'S ADDRESS]

BENEFICIARY: THE GEORGIA DEPARTMENT OF COMMUNITY HEALTH
2 PEACHTREE STREET, NW- 40th Floor
ATLANTA, GA 30303-3159
ATTN: [CONTACT NAME]

AT THE REQUEST AND FOR THE ACCOUNT OF [CONTRACTOR], WE HEREBY ESTABLISH IN YOUR FAVOR IRREVOCABLE STANDBY LETTER OF CREDIT NO. ----- IN THE AMOUNT OF [DOLLAR AMOUNT], WHICH IS AVAILABLE BY YOUR REQUEST FOR PAYMENT AT SIGHT UPON THE PRESENTATION OF YOUR DRAFT ACCOMPANIED BY THE FOLLOWING DOCUMENT:

A STATEMENT THAT HAS BEEN SIGNED AND DATED BY AN AUTHORIZED OFFICER OF THE BENEFICIARY STATING:

1. "WE CERTIFY THAT OUR DRAWING IN THE AMOUNT OF _____ US DOLLARS (\$_____) UNDER IRREVOCABLE STANDBY LETTER OF CREDIT #-----, REPRESENTS FUNDS DUE AND OWING TO US AS A RESULT OF THE FAILURE OF [CONTRACTOR] TO COMPLY WITH ONE OR MORE OF ITS OBLIGATIONS UNDER CONTRACT #[NUMBER] DATED [EFFECTIVE DATE]."

2. "WE CERTIFY THAT THE AMOUNT OF THE DRAFT PRESENTED DOES NOT EXCEED THE GREATER OF THE AMOUNT ALLOWED PURSUANT TO EXHIBIT _____ OF SAID CONTRACT OR THE AMOUNT IN DISPUTE LESS ANY AMOUNTS PREVIOUSLY DRAWN UNDER THIS LETTER OF CREDIT."



3. "WE CERTIFY THAT A LETTER DATED AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO THE DRAWING UNDER THIS LETTER OF CREDIT ADDRESSED TO [CONTRACTOR] READING AS FOLLOWS: 'WE HEREBY INDICATE OUR INTENTION TO DRAW UNDER IRREVOCABLE STANDBY LETTER OF CREDIT #-----', HAS BEEN SENT TO THE REPRESENTATIVE FOR [CONTRACTOR] WHO HAS BEEN DESIGNATED TO RECEIVE NOTICES ON BEHALF OF [CONTRACTOR] UNDER CONTRACT #[NUMBER]."

WE HEREBY AGREE WITH THE BENEFICIARY THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON DELIVERY OF DOCUMENTS AS SPECIFIED HEREIN.

PARTIAL DRAWINGS AND MULTIPLE PRESENTATIONS ARE PERMITTED.

ALL AMOUNTS DRAWN IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE TRANSFERRED BY WIRE TRANSFER INTO THE BENEFICIARY'S BANK ACCOUNT NUMBER PROVIDED AT THE TIME OF DRAWING.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.