NOTICE OF CONTRACT AMENDMENT & RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

CONTRACT NUMBER CS231318001	**CONTRACT TITLE** MMIS Third Party Liability Services
AMENDMENT NUMBER 01	**CONTRACT PERIOD** January 1, 2024 through December 31, 2024
REQUISITION/REQUEST NUMBER N/A	**MissouriBUYS SYSTEM ID** MB00023402
CONTRACTOR NAME AND ADDRESS Health Management Systems, Inc. 5615 High Point Drive Irving, TX 75038	**STATE AGENCY'S NAME AND ADDRESS** Department of Social Services 615 Howerton P.O. Box 6500 Jefferson City, MO 65109

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

Contract CS231318001 is hereby amended pursuant to the attached amendment #01, dated 1/24/2024, and the attached documentation from NASPO ValuePoint contract #99999-NVP-DCH0000120-0001, dated 10/17/2023.

BUYER Kristina Cramer	**BUYER CONTACT INFORMATION** Email: Kristina.Cramer@oa.mo.gov Phone: (573) 751-1695 Fax: (573) 526-9816
SIGNATURE OF BUYER Kristina Cramer	**DATE** January 26, 2024

DIRECTOR OF PURCHASING

Karen S. Boeger

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
CONTRACT AMENDMENT & RENEWAL

AMENDMENT NO.: 01 – REVISED
CONTRACT NO.: CS231318001
TITLE: MMIS Third Party Liability Services
ISSUE DATE: 1/12/2024

REQ NO.: N/A
BUYER: Kristina Cramer
PHONE NO.: (573) 751-1695
E-MAIL: Kristina.Cramer@oa.mo.gov

TO: Health Management Systems, Inc.
5615 High Point Drive
Irving, TX 75038

RETURN AMENDMENT BY NO LATER THAN: 1/22/2024 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL OR FAX:

AMENDMENT RESPONSES SHOULD BE SUBMITTED BY E-MAIL OR FAX ONLY. IF UNABLE TO RETURN AMENDMENT BY EMAIL OR FAX, CONTACT THE BUYER OF RECORD TO DETERMINE IF AN ALTERNATE PROCESS IS AVAILABLE FOR SUBMISSION.

SCAN AND E-MAIL TO:	Donna.Temmen@oa.mo.gov
FAX TO:	(573) 526-9816

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Department of Social Services
615 Howerton
P.O. Box 6500
Jefferson City, MO 65109

SIGNATURE REQUIRED

VENDOR NAME Health Management Systems, Inc.	**MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)** MB0023402
MAILING ADDRESS 5615 High Point Drive	
CITY, STATE, ZIP CODE Irving, TX 75038	
CONTACT PERSON James Finley	**EMAIL ADDRESS** James.Finley@gainwelltechnologies.com
PHONE NUMBER 404-290-2020	**FAX NUMBER** 469-359-4413
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) __X Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt	
AUTHORIZED SIGNATURE DocuSigned by: Mark Knickrehm	**DATE** 1/24/2024
PRINTED NAME Mark Knickrehm	**TITLE** Chairman & CEO

AMENDMENT #01 TO CONTRACT CS231318001

CONTRACT TITLE: MMIS Third Party Liability Services

CONTRACT PERIOD: January 1, 2024 through December 31, 2024

The State of Missouri hereby desires to revise the original contract period to coincide with NASPO ValuePoint contract #99999-NVP-DCH0000120-0001. As a result, the original contract period as stated on the Division of Purchasing's Notice of Award is changing from July 1, 2023 through June 30, 2024 to ***July*** 1, 2023 through December 31, 2023.

In addition, the State of Missouri hereby exercises its option to renew the above-referenced contract pursuant to the enclosed NASPO ValuePoint renewal documentation. As a result, the renewal contract period is January 1, 2024 through December 31, 2024.

All other terms, conditions, and provisions of the contract shall remain the same throughout the above the contract period and apply hereto.

The contractor shall sign and return this document, signifying acceptance of the amendment, on or before the date indicated on page one.

CONTRACT AMENDMENT # 2

RENEWAL # 2

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Contractor's Full Legal Name:	Health Management Systems Inc
Contract No.:	99999-NVP-DCH0000120-0001
Solicitation Title/Event Name:	Third Party Liability Services
Contract Award Date:	January 14, 2022
Current Contract Term:	January 1, 2023 – December 31, 2023

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Contract Term provided above. The parties hereto now desire to amend the Contract to renew/extend for an additional period of time as defined below.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	January 1, 2024
End Date of New Contract Term:	December 31, 2024

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-NVP-DCH0000120-0001

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the Contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the Contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Health Management Systems Inc
Authorized Signature:	Mark Knickrehm
Printed Name and Title of Person Signing:	Mark Knickrehm Chairman and CEO
Date:	10/16/2023
Company Address:	5615 High Point Drive Irving TX 75038

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner
Date:	10/17/2023
Company Address:	200 Piedmont Avenue, S.E. West Tower Atlanta, Georgia 30334

NOTICE OF AWARD *Revised*

State Of Missouri
Office Of Administration Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809 http://oa.mo.gov/purchasing

CONTRACT NUMBER CS231318001	**CONTRACT TITLE** MMIS Third Party Liability Services
AMENDMENT NUMBER N/A	**CONTRACT PERIOD** July 1, 2023 through June 30, 2024
REQUISITION/REQUEST NUMBER RX012300085	**MissouriBUYS SYSTEM ID** MB00023402
CONTRACTOR NAME AND ADDRESS Health Management Systems, Inc. 5615 High Point Drive Irving, TX 75038	**STATE AGENCY'S NAME AND ADDRESS** Department of Social Services 615 Howerton PO Box 6500 Jefferson City, MO 65109

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

In accordance with section 34.046, RSMo, contract CS231318001 between the State of Missouri and Health Management Systems, Inc. is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract Procurement document.

Note: This NOA has been revised to reflect the correct contract period.

BUYER Amy Raymo	**BUYER CONTACT INFORMATION** Email: amy.raymo@oa.mo.gov Phone: (573) 522- 1620 Fax: (573) 526-9816
SIGNATURE OF BUYER Amy Raymo	**DATE** 7/27/23

DIRECTOR OF PURCHASING
Karen S. Boeger Karen S. Boeger

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: CS231318001
REQ NO.: RX012300085
TITLE: MMIS Third Party Liability Services

BUYER: Amy Raymo
PHONE NO.: (573) 522-1620
E-MAIL: Amy.Raymo@oa.mo.gov

TO: Health Management Systems, Inc.
5615 High Point Drive
Irving TX 75038

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL OR FAX:

SCAN AND E-MAIL TO:	**Amy.Raymo@oa.mo.gov**
FAX TO:	**(573) 526-9816**

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Social Services
615 Howerton
PO Box 6500
Jefferson City, Missouri 65109

The Contractor hereby agrees to provide the services and/or supplies described in the attached State of Georgia_Contract # 99999-NVP-DCH0000120-0001 for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri. The Contractor must be registered in MissouriBUYS. If not registered in MissouriBUYS, the Contractor must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME Health Management Systems, Inc.	**MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)** MB0023402
MAILING ADDRESS 5615 High Point Drive	
CITY, STATE, ZIP CODE Irving, TX 75038	

CONTACT PERSON James Finley	James.Finley@gainwelltechnologies.com
PHONE NUMBER 404-290-2020	**FAX NUMBER** 469-359-4413
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) _X__ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt	
AUTHORIZED SIGNATURE DocuSigned by: Mark Knickrehm	**DATE** July 12, 2023
PRINTED NAME Mark Knickrehm	**TITLE** CEO

CONTRACT TITLE: MMIS Third Party Liability Services

CONTRACT PERIOD: Effective Date of Contract through December 31, 2023

NOTICE: If the vendor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the vendor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.

Contract CS2301318001 is awarded by the State of Missouri consisting of the following:

- ❖ The attached Contract #99999-NVP-DCH0000120-0001, signed by the State of Georgia on 1/26/22 and the associated State of Missouri Participating Addendum to which this is Attachment B.
- ❖ The attached RFX Number: 41900-DCH0000120 issued by the State of Georgia on October 2, 2020 consisting of 27 pages.

The contractor shall perform the services specified by the State of Missouri, Department of Social Services, at the firm, fixed prices specified in the attached documentation. All references to the State of Georgia, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Georgia, such as background information, statistical/factual information, etc.

The contractor shall submit invoices for services provided for the State of Missouri to the address shown on Page 1.

1. STATEMENT OF WORK

1.1 General Requirements:

1.1.1 The contractor shall provide third party liability fund recovery and cost avoidance services (hereinafter referred to as TPL) for the Department of Social Services (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency. The preferred TPL strategy for the state agency is cost avoidance services.

1.1.2 As governed by the requirements in section 1.4.12 of this agreement, contractor shall be designated as the Recovery Audit Contract (RAC) vendor to identify and pursue recoveries of improper payments.

1.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

1.2 Contractor and Contractor Personnel Requirements:

1.2.1 The contractor and any subcontractor performing duties shall have a minimum of five (5) years of experience in providing cost recovery, cost avoidance, and third party liability services.

1.2.2 The contractor should have a minimum of three (3) years experience providing cost recovery, cost avoidance, and third party liability services for a public entity.

1.2.3 The contractor shall provide sufficient, qualified personnel to perform the services required herein.

1.2.4 The contractor must dedicate key personnel for the following job functions for all work related to cost avoidance, cost recovery, and/or third party liability services:

a. A Program Manager solely dedicated to the operation and management of this contract. The Program Manager shall be able to coordinate communications, deliverables, and progression between the state agency and the contractor and shall have the overall daily responsibility for contract compliance and authority to make decisions regarding day-to-day operations. The Program Manager should have a minimum of three (3) years' experience operating and maintaining cost recovery or cost avoidance projects, programs or other equivalent experience as approved by the State. The Program Manager shall serve as the state agency's main point of contact with the contractor and shall follow the instructions provided by the designated state agency liaison.

1.2.5 Substitution of Personnel - The contractor shall agree and understand that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

1.3 Development & Implementation Requirements:

1.3.1 By no later than seven (7) calendar days after receipt of the state agency's notice to proceed with contract services, the contractor shall schedule a meeting (via virtual or in person) which shall occur within twenty-one (21) calendar days from the notice to proceed, with state agency personnel and other designees as determined by the state agency to discuss the required services, review the contractor's work plans, and obtain specific information, data, criteria, and/or instructions necessary to finalize the contractor's draft work plans including the contractor's cost avoidance work plan, cost recovery work plan, and any third party liability fund recovery and cost avoidance project work plans.

1.3.2 By no later than ten (10) calendar days following such meeting, the contractor shall submit to the state agency revised and detailed work plans, pursuant to the requirements of the state agency as specified during the initial meeting, and specific for the original contract period.

a. The contractor shall agree and understand that the state agency and the contractor shall mutually agree on modifications, changes, and/or additional elaboration to the contractor's work plans for new or modified services as deemed necessary to accomplish and fulfill the requirements of the contract.

b. The contractor shall implement, operate, and satisfy all requirements of the detailed work plans, as mutually agreed-upon. The contractor shall perform only those activities specifically identified in the mutually agreed upon work plans approved by the state agency.

1.3.3 The contractor shall allow the state agency appropriate access to the contractor's TPL systems currently referred to as COB on Demand (referred to herein as "TPL Web Portal"), AR Tracker and Provider Portal for the purpose of viewing TPL identification and recovery activities. If the scope of this contract is expanded to include Casualty Recovery, Estate Recovery and/or Trust Recovery services, the contractor shall allow the state agency read -only access to the contractor's case management system (currently Maestro). The contractor shall allow state agency access to agreed-upon operational and performance reports.

1.3.4 If requested by the state agency, the contractor shall develop and submit a new or revised work plan, or portion of any work plan, at other times throughout the term of the contract as well as for each renewal period. The contractor shall prepare and submit all such future work plans within a timeframe stipulated by the state agency.

1.3.5 Account Receivable System – The contractor shall provide all material, hardware, software, equipment, personnel, supplies, and other services necessary to deliver data in the approved format to the MHD's accounts receivable system in compliance with generally accepted accounting principles, as adopted by the Financial Accounting Standards Board.

a. The MHD shall provide the contractor with information and specifications that are available to the MHD regarding the accounts receivable system, including compatibility requirements and file descriptions and layouts, upon request of the contractor.

b. The contractor shall agree and understand that the MHD will assign certain contractor personnel access to the accounts receivable system at specified levels of authority and access. Therefore, the contractor shall provide the MHD with requests and recommendations related thereto.

1.3.6 For any of the TPL cost avoidance or recovery areas in the subparagraphs below, if the state agency desires the contractor to identify, develop procedures for, and implement/perform TPL cost avoidance or recovery activities, the contractor shall develop and submit a written work plan to the state agency describing the TPL cost avoidance or recovery project and the contractor's plans for performance which shall be mutually agreed upon and approved by the state agency.

a. The state agency shall require a work plan prior to implementation for all TPL cost avoidance or recovery areas including, but not necessarily limited to Medicare and medical insurance. The contractor shall submit the work plan to the state agency for approval within thirty (30) calendar days after request by the state agency. All final work plans to be mutually agreed upon and approved by the state agency.

1) The contractor shall attempt to data match or verify whether there are potentially liable third parties for all unique MHD participants who were eligible to receive healthcare services or have healthcare items provided for the twenty-four (24) previous months.

2) The contractor shall attempt to data match or verify coverage changes in other insurance policies which have no termination date.

3) Within ninety (90) calendar days after state agency approval of a work plan, the contractor shall provide all material, hardware, software, equipment, personnel, supplies, and other services necessary to:

   - Provide access for state agency personnel or the state agency's delegate to the contractor's TPL Web Portal in order to enter and store unverified identification of potentially liable third parties;

   - Receive and store unverified identification of potentially liable third parties through batch data interfaces;

   - Verify the identity of potentially liable third parties through data matching or other methods; and

   - Provide, in a timely (e.g., daily or as requested) and consistent schedule, the verified potentially liable third party data or changes to existing data to the MHD's Medicaid Management Information System (MMIS) through an automated batch process or by data entry into the MHD's MMIS participant eligibility module.

4) The contractor's services shall be required for TPL recoveries in the area of health insurance including child support health insurance (medical support orders) and excluding the MHD's Managed Care Health Plan's covered services, unless MHD and HMS mutually agree to perform MCO Come-Behind Billing services.

5) Within ninety (90) calendar days after state agency approval of a work plan, for health insurance recoveries, the contractor shall provide all material, hardware, software, equipment, personnel, supplies, and other services necessary to:

   - Receive MHD participant eligibility data through an automated batch data transfer and store;

   - Receive MHD claims data, including physicians, facility and pharmacy, through an automated batch data transfer and store;

   - Identify potentially liable third parties and submit claims for reimbursement;

   - Capture the claims response from potentially liable third parties and resolve exceptions to minimize the liability of the state agency; and

- Continue to compile the data necessary to resolve denials or underpayments consistent with federal and state statutes.

1.4 Performance Requirements:

1.4.1 After the contractor obtains written approval of the work plans, the contractor shall proceed with implementation/performance of contract services pursuant to the approved work plans.

1.4.2 The state agency shall provide the contractor with all available data to conduct the TPL cost avoidance and recovery activities. The information provided by the state agency may include, but may not necessarily be limited to the following:

a. Participant eligibility data;
b. Identification of verified or unverified potentially liable third parties;
c. TPL data;
d. Claims history data;
e. Child support data; and
f. Other data available with approval of the entity/government agency in charge of such data.

1.4.3 The contractor shall provide the state agency with the identification of potentially liable third parties in a manner and format that can be acted upon by the state agency for cost avoidance or cost recovery activities.

1.4.4 The contractor shall request any additional data or information from the TPL unit or the state agency which may be needed to maximize or ensure successful TPL cost avoidance and fund recovery.

1.4.5 The state agency will coordinate activities between the contractor and any state or federal agency whose involvement may be necessary for the successful completion of TPL cost avoidance and recovery services.

1.4.6 The contractor shall review the information provided by the state agency for the potential of TPL cost avoidance or recovery. The contractor's review shall include the following areas the following avoidance or recovery areas and other areas as agreed upon by the parties:

a. Medicare Adds; and
b. Health insurance (e.g. medical, pharmacy, dental, vision);

1.4.7 Cost Avoidance – Cost avoidance is the most cost effective method, is preferred by the state agency, and shall be utilized whenever possible. For health insurance, the contractor must perform data matches using all MHD participants with at least the top thirty-five (35) Missouri health insurance carriers, Medicare, and TRICARE fiscal intermediaries, excluding data matches performed by the state agency. The contractor shall perform data matches or utilize other business processes as appropriate in order to identify potential TPL sources resulting from commercial and private health insurance coverage, including self-insured health insurance plans.

a. The contractor shall use the Missouri Department of Insurance Financial

Institutions and Professional Registration (DIFP) website located at http://insurance.mo.gov/reports/ to determine the top thirty-five (35) health insurance carriers within the State of Missouri.

b. As applicable, the contractor shall attempt to enter into and shall maintain trading partner agreements and/or data sharing agreements with insurers doing business in Missouri and those insurers doing business in states which contiguously border Missouri that provide major medical, pharmacy and/or Medicare Supplemental or Medicare Part C coverage to allow for the receipt of commercial insurance coverage information for all MHD participants that they insure. In the event the contractor is unable to obtain agreement from an insurer doing business with Missouri to share its eligibility data with the contractor on behalf of the state agency after ninety (90) days of negotiation with the insurer, the contractor shall provide notice to the state agency and the state agency shall take such steps as it deems necessary to compel the insurer to share data with the contractor on its behalf.

c. The state agency shall make a reasonable effort to collect accurate and sufficient information related to potentially liable third parties and the contractor shall be prepared to receive and attempt to validate incomplete information related to identifying potentially liable third parties.

d. The contractor's history of active and historic data matches shall act as the state agency's system of record of potentially liable third parties.

e. All data matches shall be performed on a bi-weekly basis, with the exception of TRICARE, which shall be on the schedule as permitted by TRICARE.

f. Within ninety (90) calendar days after the state agency's authorization to the contractor to proceed with contract services, the contractor shall submit the first insurance verification file to the state agency or its designated agency using the 270/271 electronic transaction format or another file layout specified by the state agency.

g. Within ninety (90) calendar days, the contractor must deliver data to the state agency or its designated agent to perform cost avoidance and recovery activities. The contractor shall be responsible for any costs associated with data delivery and for data transfer connectivity, as necessary. There will be no implementation fees associated with the contractor's initial establishment of network and data delivery with the state agency or its designated agent. However, the contractor may charge the implementation costs to the state agency as set forth in the NASPO Attachment R for each additional or different system that it may use, for data migration, training, acceptance and deployments. The contractor shall work with the state agency or its designated agent to establish the best method available for the state agency or its designated agent and the contractor.

h. The contractor should anticipate that CMS or the MHD may require technical changes to the MMIS or to the data interfaces during the contract period which could have an impact or require changes to the TPL contractor's systems or interfaces. Any changes to the contractor's TPL systems or interfaces shall be made at no additional cost to the state agency.

i. All verified insurance information, as well as any necessary updates, shall be transferred to the state agency or its designated agent using the 270/271 electronic transaction format or another file layout specified by the state agency. The verification and updates shall be transferred to the state agency or its designated agent within fifteen (15) calendar days from the receipt of verification from the insurance carrier in the electronic transaction format specified, including all data elements.

j. For active pharmacy insurance coverage for active MHD members, contractor shall review if the policy is still active or has terminated at a minimum of once per month. If it is determined that the policy has been terminated, the termination update shall be transferred to the state agency or its designated agent within five (5) calendar days from the confirmation of termination.

k. The contractor shall provide the state agency with all verified matched records using the contractor's proprietary match criteria. The state agency may request a review of Missouri specific edits and exclusions on an annual basis. In the event of a mis-match, the contractor will research and present to the state agency the cause of mis-match, steps taken to prevent the mis-match going forward, and if any steps are needed to prevent similar mis-matches.

l. The contractor shall provide the state agency with access to the contractor's TPL Web Portal for the purpose of entering information related to potentially liable third parties which the contractor shall attempt to validate.

m. Upon request, the contractor shall provide the state agency with a complete list of all active or historic potentially liable third parties for dates of service back to the effective date of this contract.

1.4.8 Claims Recoveries – The contractor must submit claims to the liable third party for recovery amounts, including "state known" recovery amounts (e.g. claims that have TPL resources known to the state agency), relating to TPL coverage. This information should be available at claim level detail upon the request of the state.

a. The contractor must comply with Federal guidelines as specified in 42 CFR 433 Subpart D.

b. Lockbox Recoveries – The contractor shall submit claims on behalf of the state agency using the state agency's name, lockbox address, and tax identification number. The contractor shall instruct the liable third party to mail payments of recoveries directly to the state agency's designated lockbox account.

1) The state agency shall provide the contractor with all appropriate lockbox information. In the event the state's banking contractor changes during the effective period of the contract, the contractor shall change the address/information on the claims forms to the new lockbox address/information provided by the state agency.

2) The contractor shall pay the state's banking contractor for any fees and/or

charges related to the services required herein. In no event shall the state agency or the State of Missouri be responsible for any payments for lockbox fees and/or charges related to services required herein.

c. Commercial Disallowance Project – The contractor shall assist MHD providers to bill primary carriers by providing the third party insurance information for claims submitted and paid by the Medicaid program.

1.4.9 Response to Claims:

a. Payment Response – If a liable third party provides payment in response to a claims request, the state's banking contractor will submit daily deposit information to the contractor regarding recoveries/payments received.

1) The contractor shall verify and balance the daily deposit information for any recoveries/payments received. The contractor shall enter the information onto the cash control record in the state agency's accounts receivable system. In the event there are any out-of- balance situations, the contractor must research and rectify such situations by no later than ten (10) business days after the receipt of the daily deposit information from the state's banking contractor.

2) By no later than forty-five (45) calendar days after receipt of the daily deposit information from the state's banking contractor, the contractor must post recoveries/payments to the state agency's accounts receivable system.

b. Other Type of Response – In the event the liable third party does not provide payment but does provide some sort of a response such as a request for additional information, the contractor must act on the request within thirty (30) calendar days from the receipt of such. Upon the request of the state agency, the contractor shall report at a summary level all liable third party responses as well as where no response was received from the liable third party. The state agency may request the contractor provide detail level reporting as needed.

c. Denial Response:

1) If the liable third party responds with a valid denial, the contractor shall notify the state agency as part of the monthly project status report.

2) If the liable third party responds with a denial that is not valid, the denial shall be considered as some Other Type of Response. The contractor must respond to the response as stated herein in relation to Other Types of Responses.

3) The contractor shall provide the state agency with denial responses received from liable third parties, in a format approved by the state agency. Claim level detail reporting of this information shall be provided to the state upon request.

1.4.10 Follow-Up to Claims – In order to ensure timely resolution of claims, if the liable third party has not responded to the claim for recovery amounts within sixty (60) calendar days of the date the claim was submitted by the contractor to the liable third party, the contractor shall perform follow-up as specified in 42 CFR 433 Subpart D and the Title XIX State Plan.

a. If the liable third party does not respond to the contractor within forty-eight (48) calendar days from the contractor's follow-up attempt, the contractor must make another reasonable effort to resolve claim issues with the liable third party. If a resolution is still not reached, the contractor may, but shall not be required to provide further follow-up.

b. The contractor shall agree and understand that in the event the contractor is unable to reach a resolution with a liable third party, the state agency may proceed with collection of the debt. The state agency shall provide a forty-five (45) calendar day written notice to the contractor of the state agency's intent to recover on the claim. The contractor shall not collect payment on any recovered amount that was solely the result of any state agency's collection efforts after contractor's receipt of the 45 day written notice.

1.4.11 Refunds of Overpayments – In the event an overpayment of recovery amounts is identified and confirmed by the contractor, no later than two (2) calendar weeks after such identification, the contractor shall prepare and shall submit a request to the state agency to refund such overpayment to the appropriate third party.

a. The contractor shall agree that for purposes of this document, identification of an overpayment shall occur upon the contractor's receipt of a written request/demand from the appropriate third party for a refund of an overpayment.

b. The contractor shall prepare the request for refund in memo format identifying the participant name, Departmental Client Number (DCN), dates of service, the refund amount, accounts receivable number, accounts receivable line number, check number, cash control number, valid refund address, and the reason for the refund request. The contractor shall also attach a copy of the refund request from the third party to the documentation submitted to the state agency.

1.4.12 Credit Balance Reviews and Data Audits/Long Term Care Reviews – The contractor shall perform credit balance review and long term care review recover projects under this contract. The contractor shall be paid the fee listed on the Pricing Page of this contract for the credit balance review and data audits/long term care review recovery projects.

1.4.13 Recovery of Improper Payments – Improper payments may occur due to, but not be limited to, delayed system updates, systematic errors, incorrect calculation of rebates, incorrectly billed claims, fraud, non-compliance of contract terms or claims processing errors. As mutually agreed upon by the state agency and the contractor, the contractor may perform projects to identify improper payments and recover the overpayments for the state agency. The contractor may identify these improper payments using all appropriate methods including but not limited to:

a. Post-Payment Analytics (Automated Claim Review): **Scope of Services –** the contractor may provide pre-payment and post-payment analytics services (also referred to as "**Automated**") as described herein for the state agency. Generally, the contractor will:

1) Utilize Client data to execute the contractor's proprietary algorithms to

identify overpayments without review of a medical record.

2) Obtain inquiry remote access to the state agency's claim MMIS system(s). The state agency will provide the contractor with access to client's policies, contracts, and payment procedures.

3) Perform claim verification, as needed, of identified claim overpayments prior to submission to the state agency for review and/or the overpayment notification to the provider.

4) Submit identified claim overpayments to the state agency and/or their Fiscal Agent utilizing agreed upon file layouts.

5) Review First Level Rebuttals from providers based on additional documentation submitted to the contractor by the provider.

6) Respond to First Level Rebuttals reviews and mail either First Level Rebuttal Uphold or Overturn Letters to the provider.

7) The contractor will provide support to the state agency for Second Level Fair Hearings with submission of a Second Level Appeal Case File and clinical telephonic representation at hearing as needed by the state agency.

8) Maintain a customer service telephone line to respond to inquiries from providers related to the contractor's correspondence to providers. The customer service line will be available Monday-Friday, excluding holidays, between the hours of 8:00 a.m. – 5:00 a.m. Central Standard Time.

9) Identify and present additional Edit opportunities to the state agency based on the contractor's review of paid claims data.

10) Mail all letters under this SOW via USPS standard first class mail, unless otherwise mutually agreed upon.

b. Clinical Claims Review: **Scope of Services.** The contractor may provide pre-payment or post-payment Clinical Claim Review (referred to as "Complex") as described herein for the state agency. Generally, the contractor will:

1) Apply the contractor's proprietary algorithms and analytics to identify claims for medical record review or identify claim overpayments not requiring an initial medical record review.

2) Obtain inquiry remote access to the state agency's claim system(s). The state agency will provide the contractor with access to the client's policies, contracts, and payment procedures.

3) Use registered nurses, certified coding professionals, or other appropriate clinical personnel to conduct Clinical Claim Review of medical records and/or utilize the contractor's proprietary algorithms to determine claim overpayments to Providers. Clinical Claim Review is performed under the direction and with the oversight of the contractor's medical director.

4) Request, receive, and review medical records submitted by the provider of service to identify claim overpayments. These reviews may focus on DRG, Place of Service, Readmission, Medical Drug, Medical Necessity and such other identified review projects as the parties may agree.

5) Respond to medical record documentation and mail either the contractor's Finding or No Finding Letter to Providers.

6) Submit identified claim overpayments to the state agency and/or Fiscal Agent utilizing agreed upon file layouts.

7) Review First Level Rebuttals from the providers based on additional documentation submitted to the contractor by the provider.

8) Respond to First Level Rebuttals and mail either First Level Rebuttals Uphold or Overturn Letters to the providers.

9) The contractor will provide support to the state agency for Second Level Fair Hearings with submission of a Second Level Appeal Case File and clinical telephonic representation at hearing as needed by the state agency.

10) Maintain a customer service telephone line to respond to inquiries from the providers related to the contractor's correspondence to providers. The customer service line will be available Monday-Friday, excluding holidays, between the hours of 8:00am-5:30pm Central Standard Time.

11) Identify and present additional audit and new Concept opportunities to the state agency based on the contractor's review of paid claims data.

12) Mail all letters under this SOW via USPS standard first class mail, unless otherwise specified herein.

c. Review of Pharmacy Claims

1) The contractor may review pharmacy claims for overpayments created by incorrect billing by providers or the incorrect processing of claims by the MMIS or the PBM upon agreement of the parties.

1.5 Additional Third Party Liability Fund Recovery and Cost Avoidance Service Requirements:

1.5.1 Throughout the term of the contract, the state agency may identify third party liability fund recovery and cost avoidance projects which the state agency may pursue upon agreement by the contractor. In addition, the contractor may propose innovative solutions or plans regarding third party liability fund recovery and cost avoidance projects to the state agency.

1.5.2 Therefore, upon request from the state agency, and agreement by the contractor, the contractor shall develop and submit a work plan for a third party liability fund recovery and/or cost avoidance project for the state agency. The contractor shall identify, develop procedures, and implement and perform additional TPL avoidance or recovery activities not specified herein. The contractor's work plan shall describe the third party liability fund recovery and cost avoidance project and the contractor's plan for performance. The contractor shall agree and understand that the actual third party liability fund recovery and/or cost avoidance projects that may be requested by the state agency are not known. However, the state agency has identified the following as potential areas for third party liability fund recovery and cost avoidance projects that may be pursued by the state agency upon agreement by the contractor.

a. Medicare Buy-In;
b. Health Insurance Premium Payment (HIPP) for Medicaid and Children's Health Insurance Program (HIPP for CHIP);
c. Concurrent claim payment reviews; and
d. MCO Come-Behind Billing.

1.5.3 As the state agency identifies a need for a third party liability fund recovery and/or cost avoidance project, the state agency shall contact the contractor and request a work plan for the third party liability fund recovery and/or cost avoidance project. When requesting a work plan, the state agency shall either schedule a meeting with the contractor (either in person or via teleconference) to discuss the project, or provide the contractor with written information regarding the services desired. The state agency's request will explain the scope of the project and basic information regarding the tasks the state agency anticipates will be included in the work plan. All work plans shall be mutually agreed-upon, and approved by the state agency.

1.5.4 The contractor shall submit a work plan to the state agency for review within thirty (30) calendar days following the request for such.

1.5.5 At a minimum, the contractor shall include the following details in each work plan:

a. The name and description of the third party liability fund recovery and/or cost avoidance project;

b. A detailed description of the third party liability fund recovery and/or cost avoidance project including specific activities and methodologies for performance of activities. The project description shall include implementation through completion, including a full and complete description of each solution necessary for recovery of funds and/or cost avoidance and the threshold amount or other guidelines to be approved by the state agency for determining whether seeking recovery from a liable third party would be cost effective. The project description shall include an assessment of the probable impact on the a) MHD enrolled participants, b) the liable third party provider, and c) other affected parties;

c. The names and contact information for contractor key personnel working on one (1) or more of the following functions, if applicable:
1) Business Lead
2) Project Manager
3) Technical Lead

d. The physical location of all key contractor personnel to implement and support the work plan;

e. Proposed policy language or business workflow necessary for work plan implementation;

f. A description of the type and degree of access to records and materials that will be required by the contractor and/or contractor's personnel in order to perform services;

g. The type and description of the reviews and analyses to be performed by the contractor;

h. The proposed data, facilities, and equipment needed from the MHD to implement the work plan;

i. The time period that will be affected, including a projected implementation date, completion date, federal time limitations, proposed data submission schedules, etc. Unless otherwise specified by the state agency, the contractor must design the third party liability fund recovery and/or cost avoidance project to avoid or recover funds related to those expenditures incurred through the end of the contract period;

1) The contractor must provide information for the state agency to prepare all necessary documents to allow for the additional recoveries to be claimed, reported, or adjusted as reimbursable expenses in order to satisfy federal time limitations on filing or adjusting claims for federal financial participation (FFP) and/or any other time limitations on filing or adjusting claims for other reimbursement.

j. If available, estimated recovery amount or cost avoidance amount for a third party liability fund recovery and/or cost avoidance project in the first year following implementation and for any subsequent years;

k. Technical and data integration consideration;

l. The system access the contractor proposes to utilize in order to effectively implement the work plan;

m. Estimated risks or obstacles preventing full avoidance or recovery following implementation;

n. Pricing for additional third party liability fund recovery and cost avoidance services;

o. Appropriate reporting of operational and financial data at a frequency specified by the state agency (e.g. weekly, monthly, quarterly, annually); and

p. Signature and date lines for both the contractor and the state agency's authorized personnel to signify approval.

1.5.6 If requested by the state agency, the contractor shall make a formal presentation of each proposed work plan to the state agency and/or other specified entities necessary for the successful implementation of the proposed third party liability fund recovery and/or cost avoidance project.

1.5.7 The state agency shall have the right to reject the contractor's work plan, or any portion thereof, for any reason and shall have the right to request modifications, changes, and/or additional elaboration to the work plan as deemed necessary in order to ensure a comprehensive third party liability fund recovery and/or cost avoidance project and to ensure the contractor's services will accomplish the desired objectives. The state agency and the contractor must mutually agree on all aspects of the contractor work plans.

a. The contractor shall prepare and submit all revised and new work plans within a mutually agreed-upon timeframe.

b. Upon written approval by both parties, the contractor shall proceed with the implementation and performance of the work plan. Unless otherwise specified in the work plan, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services.

1.5.8 Approved Work Plan Modifications – After implementation/performance of a work plan for a third party liability fund recovery and/or cost avoidance project, modification(s) to the written work plan shall be permitted to be requested due to changes in economic conditions, changes to state and/or federal laws and regulations, or for any other reasons approved by the state agency, pursuant to the following:

a. State agency requested changes – If the state agency determines that modification(s) to the written work plan are necessary or desired, the state agency will document the requested changes and submit such to the contractor in writing with instructions for the third party liability fund recovery and/or cost avoidance project for the contractor's review. Once mutually agreed upon, the contractor must revise the written work plan within ten (10) business days, including any resulting estimated changes to the estimated cost avoidance or fund recovery amounts.

b. Contractor requested changes – If, after implementation/performance of services, the contractor determines that modification(s) to the written work plan are necessary or desired, the contractor must submit a written request to the state agency for the requested changes. The written request must include the reason for the modification(s) and must detail the contractor's proposed changes to the written work plan, including any resulting changes to the estimated cost avoidance or fund recovery amounts. The contractor shall agree and understand that the state agency will review the contractor's written request and shall send written notice of approval or disapproval to the contractor.

c. All individual components of the contractor's modified written work plan must be mutually agreed upon and approved by the state agency.

d. The contractor shall not proceed with implementation/performance of services related to a modified work plan until final written approval is received from the state agency.

1.5.9 Termination of Work Plan – The state agency shall have the right to terminate a third party liability fund recovery and/or cost avoidance project at any time at the sole discretion of the state agency, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination, all documents, data, reports, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall, at the option of the state agency, become the property of the State of Missouri.

1.6 Reporting Requirements – The contractor shall provide the state agency with the following reports and information in order to document services performed and recoveries received, as specified by the state agency:

a. Data Match Report – The contractor shall submit a monthly report to the state agency that includes a summary of the contractor's internal performance related to finding valid other insurance for MHD participants. At a minimum, the contractor must include the following information on the monthly Data Match Report:

1) The number of data matches performed over the monthly reporting period;
2) The number of data matches transmitted to the state agency;
3) The number of MHD participants matched for the top ten (10) insurance carriers with data for all insurance carriers available upon request by the state; and
4) A demographic breakdown of the MHD participants for the top ten (10) insurance carriers (age, sex, county, and Medicaid eligibility code) with data for all insurance carriers available upon request by the state.

b. Insurance Verification Report – The contractor shall submit a monthly report to the state agency that includes a summary of the contractor's internal performance related to finding and updating valid other insurance for MHD participants. At a minimum, the contractor must include the following information in the monthly Insurance Verification Report:

1) The number of policies verified;
2) The number of days elapsed between data match and submission to the state agency for each data match; and
3) The number of participant files updated.

c. Claims Submittal Report – The contractor shall submit a monthly report to the state agency that includes a summary of the claims submitted to liable third parties. At the request of the state agency, the contractor shall provide a detailed report within ten (10) business days of the request. At a minimum, the contractor must include the following information, in the monthly Claims Submittal Report:

1) The top ten (10) liable third party carriers to which claims were submitted, including the number of claims and associated dollar amount; and

2) The total dollar amount of claims submitted by claim type.

d. Claims Response Report – The contractor shall submit a monthly report to the state agency of the status of the claims submitted to liable third parties. At the request of the state agency, the contractor shall provide a detailed report within ten (10) business days of the request. At a minimum, the contractor must include the following information in the monthly Claims Response Report:

1) The claim amounts that remain pending;
2) The amounts written off due to denial (non-coverage);
3) The amounts paid by the top twenty-five (25) liable third party carriers;
4) The dollar amount of denials per month summarized by insurance carrier;
5) The total number of claims and associated claim amounts written off summarized by insurance carrier; and
6) The dollar amount of denials.

e. Unresponsive Provider Report – The contractor shall submit a monthly report to the state agency of those providers who did not respond or who were uncooperative and did not attempt to submit their claims to liable third parties other than the MHD. At a minimum, the contractor must include the following information in the monthly Unresponsive Provider Report:

1) A list of providers who were contacted, but were deemed unresponsive/uncooperative, along with sufficient information to identify such providers in the state billing system, such as a National Provider Identifier (NPI) or Medicaid Provider Identifier;

2) A list of specific claims, including claim identifiers at claim level, and the amounts associated with each claim to be recovered if the provider was responsive or cooperative; and

3) Other necessary information to coordinate and recover claims, including, but not necessarily limited to MHD participant identifiers, carrier information, and policy numbers.

f. Ad Hoc Reports – The contractor shall produce, complete, and submit ad hoc reports related to the performance of the services required herein as specified and as reasonably required by the state agency, at no additional charge.

1.7 Other Requirements:

1.7.1 If cases are scheduled for hearing or if other legal consultation is needed, the contractor shall refer such cases to the state agency within three (3) business days after receiving notice of a hearing or identifying the need for legal consultation and must work with the state agency to prepare for the hearing or provide legal consultation as needed.

1.7.2 The state agency shall monitor contractor activity to ensure performance and quality standards are consistently maintained, participant confidentiality is protected, duplication of cost avoidance and TPL recovery activities are minimal, and all recoveries are reported in a timely manner.

1.7.3 The state agency will provide a timely review of any documentation received from the contractor.

1.7.4 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.

a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and its designees and the Missouri State Auditor in a format acceptable to the state agency at all reasonable times during the term of the contract.

b. The contractor shall retain all such records according to the state agency's retention period or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, investigation, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of such action and resolution of all issues that arise from it.

c. The contractor shall permit the state agency, governmental auditors and authorized representatives of the State of Missouri to audit or examine, copy, or investigate any of the contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure the contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

1.7.5 The contractor shall agree and understand that the reports, accounts receivable system, and records herein are subject to state and federal approval. The contractor's accounting procedures, policies, and records shall be completely open to state and federal audit.

1.7.6 The contractor shall pay for conference or seminar fees and travel expenses for up to two (2) state agency personnel to attend an annual COB/TPL National Conference. Travel arrangements and expenses for state personnel must be made in compliance with State of Missouri travel policy guidelines.

1.7.7 Contract Monitoring - The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

a. Requiring the contractor to obtain additional technical assistance;
b. Requiring additional levels of prior approval from the state agency for contract activities;
c. Requiring additional or more detailed financial reports and/or documentation;
d. Requiring a change to a workflow process, transaction interface, or key contractor personnel;
e. Additional contract monitoring; and/or

f. Requiring the submission and implementation of a corrective action plan.

1.7.8 In the event the state agency requires the contractor to submit and implement a corrective action plan, the state agency shall provide written notification to the contractor identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution.

a. The contractor shall submit a written corrective action plan to the state agency within the timeframes specified in the state agency's notification.

b. The corrective action plan must include the action(s) the contractor proposes to take to remedy concerns, timeframes for achieving such action(s), the person(s) responsible for the necessary action(s), the improvement that is expected from the action(s), a description of how progress will be measured, and a description of the action(s) to be taken to prevent the situation from recurring.

c. The state agency will notify the contractor in writing if the corrective action plan is approved or if modifications are required.

1) In the event the state agency requires modification to the corrective action plan, the contractor shall submit a revised corrective action plan within five (5) business days of the receipt of the state agency's notification that modifications are required.

d. Failure of the contractor to improve performance within the timeframes identified within the corrective action plan may result in cancellation of the contract and/or other remedies available to the state agency.

1.8 Corrective Action:

1.8.1 At the request of the state, the contractor will submit a written corrective action plan for any material performance issue identified within fifteen (15) business days. In the event of the state agency requesting a written corrective action plan, the contractor shall provide the state agency a status report within ten (10) business days.

1.8.2 The corrective action plan must be approved by the state agency and include the plan to resolve the issue, and a mutually agreed upon timeline for resolution that is acceptable to the state agency.

1.8.3 Failure to resolve the issue in accordance with the contractor's corrective action plan may result in the state agency withholding payment of fees, if ascertainable, directly associated with the issue that is the subject of the corrective action plan until the issue is resolved but limited to the invoiced amount for that service for the month in which the state agency requests the withhold of payment.

1.9 Invoicing and Payment Requirements:

1.9.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at https://MissouriBUYS.mo.gov.

a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).

b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

1.9.2 Invoicing – The contractor shall submit an itemized monthly invoice by no later than the fifteenth (15th) of each month to the state agency address shown on the cover page in accordance with the following:

a. For Third Party Liability Fund Recovery Services – The contractor shall invoice in accordance with the fees and pricing as stated on the Pricing Page of this contract.

1) The invoice shall itemize the total amount of funds posted and unallocated (referred to as not founds) for the previous month on behalf of the state agency;

2) The invoice shall itemize the total amounts of refunds completed and returned to the party requesting the refund for the previous month on behalf of the state agency, which shall be deducted from the total amount due for the previous month; and

3) The invoice shall include a description of the recovery service provided, the service period (e.g., month), the amount posted and unallocated or refunded, the rate at which the contractor shall be reimbursed pursuant to the contract, and the total amount due.

b. For Third Party Liability Cost Avoidance Services – The contractor shall invoice in accordance with the fees and pricing as stated on the Pricing Page of this contract.

1) The invoice shall include the number of MHD participants provided by MHD to the contractor that the contractor was required to attempt to verify the identity of potentially liable third parties through data matching or other methods; and

2) The invoice shall include a description of the recovery service provided, the service period (e.g., month), the number of members which were to be verified, the rate at which the contractor shall be reimbursed pursuant to the contract, and the total amount due.

c. For Additional Third Party Liability Fund Recovery and Cost Avoidance Services – The contractor shall invoice in accordance with the applicable fees and pricing as stated on the Pricing Page of this contract.

1) The invoice requirements shall be defined by the state agency and contractor's mutually agreed-upon and approved work plan.

1.9.3 Payments – The contractor shall be paid in accordance with the fees and pricing as stated on the Pricing Page of this contract, as specified below:

a. For Third Party Liability Fund Recovery Services:

1) Payments to the contractor shall be based upon the recovery of funds. Any amount due the contractor shall be limited to savings or cash recoveries resulting from work plans approved by the state agency.

2) The state agency will not make payment to the contractor for recoveries that require no action by the contractor. The following actions, while not all-inclusive, are examples of non-reimbursement to the contractor as they require no action by the contractor:

- ✓ Third party payments shown on a claim as collected by the provider's action;
- ✓ Overpayments refunded voluntarily by a provider that are unrelated to a contractor recovery project;
- ✓ Cost avoidance from third party resources previously identified in MHD files;
- ✓ Claims cost avoided subsequent to the contractor's initial identification of a third party source; and
- ✓ Recoveries from adjustments to future claims.

b. For Third Party Liability Cost Avoidance Services:

1) Payments to the contractor shall be made per member, per month based upon the number of MHD participants provided by MHD to the contractor, and for the following cost avoidance activities:

- ✓ Access by state agency staff or its delegates to the contractor's TPL Web Portal for the purpose of entering information related to potentially liable third party or other insurance leads;
- ✓ Acceptance of electronic files with information related to potentially liable third party or other insurance leads;
- ✓ Establishment of data match agreements with insurance carriers consistent with requirements herein;
- ✓ Verification, in part and as necessary, of the effective dates of coverage, participants covered, types of coverage, group number, employer information, and identification of the insurance organization's National Association of Insurance Commissioners (NAIC) identifier;
- ✓ Formatting and electronic transmission of verified potentially liable third parties in a format and manner prescribed by the MHD to be loaded into the MMIS.
- ✓ Resolving, if necessary, any errors, exceptions, or incomplete information necessary to deliver data of a verified potentially liable third party to the MMIS.

2) The state agency will not make payment to the contractor for third party cost

avoidance activities that are the results of no action by the contractor.

c. For Additional Third Party Liability Fund Recovery and Cost Avoidance Services:

1) Payments to the contractor shall be made in accordance with the state agency approved work plan.

d. Cash recoveries are deposited into the Third Party Liability Collections Fund (0120), which is the source of payment to the contractor as appropriated by the General Assembly. Payments to the contractor are dependent upon the available balance in the fund.

e. The state agency shall have the right to recalculate any amount(s) previously paid to the contractor based on the additional cash recoveries finally approved.

f. In the event any claim is disallowed by the Centers for Medicare and Medicaid Services (CMS), the contractor shall be responsible for the refund of any related fees previously paid to the contractor.

1.9.4 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

1.9.5 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract. The state agency shall provide written notice of any alleged deficiency to the contractor within three (3) calendar days of any payment withhold or invoice rejection detailing the deficiency. The contractor shall respond promptly and upon the contractor's rectification of an actual deficiency, the state agency shall pay cthe contractor all amounts due within thirty (30) days.

1.9.6 The contractor shall be permitted to continue to invoice and be paid for recoveries for a period of 180 days after termination or expiration of the contract ("Run-Out Period") for services provided up to the effective date of termination or expiration of the contract. Final invoices are due by no later than thirty (30) calendar days of the expiration of the Run-Out Period.

1.9.7 Final invoices are due by no later than thirty (30) calendar days of the expiration of the Run-Out Period. The state agency shall have no obligation to pay any invoice submitted after the due date.

1.9.8 Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.

1.9.9 The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

1.9.10 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial. The state agency shall provide written notice of any alleged deficiency to the contractor within three (3) calendar days of any payment withhold or invoice rejection or denial detailing the deficiency. The contractor shall respond promptly and upon the contractor's rectification of an actual deficiency, the state agency shall pay the contractor all amounts due within thirty (30) days.

1.9.11 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

2. OPTIONAL SERVICES

2.1.1 **MCO Come-Behind Billing Services**: Under the NASPO TPL services contract titled CMO Come-Behind Billing, the state agency and contractor may mutually agree to perform MCO Come-Behind Billing service.

2.1.2 The contractor shall bill Medicaid reclamation claims to carriers after one year from the MCO's date of payment, if the MCO has not already submitted the claim to the liable carrier.

2.1.3 **Recovery Services:** Under the NASPO TPL services contract titled Recovery Services, the state agency and contractor may mutually agree to perform any of the Recovery projects, which include Casualty, Estate Recovery, Trust Recoveries or Health Insurance Premium Purchase (HIPP) and the parties will mutually agree upon the scope of the project including pricing. The following are guidelines to be considered in the development of the agreed-upon work plan, should the state agency opt to contract for any of these services.

a. Casualty

1) The contractor shall have a minimum of three (3) years' experience with casualty for a Medicaid program, have knowledge regarding Missouri Casualty statutes and case law, and have knowledge regarding issues arising in casualty.

b. Estate Recovery

1) The contractor shall have a minimum of three (3) years' experience with estate recovery for a Medicaid program, have knowledge regarding Missouri Estate Recovery statutes and case law, and have knowledge regarding issues arising in estate recovery.

2) The contractor's services shall assist with TPL recoveries in the area of probate, also known as estate recovery. For estate recovery, the state agency shall act as the primary lead in attempting to identify valid, qualified estate recovery opportunities and the contractor shall act as secondary to the state agency. In the role of the secondary to the state agency, the contractor shall work cases received from the state agency, at the state agency's discretion, and which the state agency may not find cost-effective or the state agency may not have sufficient information regarding the decedent's assets to pursue an estate recovery. For example, the state agency may refer to the contractor an estate recovery lead of a participant which the MHD had paid between $1,000 and $10,000 in claims, but the participant's eligibility indicates no assets on file.

3) Within ninety (90) calendar days after state agency approval of the agreed-upon work plan, for estate recovery, the contractor shall provide all material, hardware, software, equipment, personnel, supplies, and other services necessary

to:

- ✓ Receive MHD participant eligibility data through an automated batch data transfer and store;
- ✓ Receive MHD claims data, including physicians, facility and pharmacy, through an automated batch data transfer and store;
- ✓ Identify potential assets by contacting the appropriate personal representatives of deceased MHD participants, county offices, asset identification services through questionnaires, letters, phone or other appropriate and approved methods
- ✓ Acquire the supporting documentation necessary to support the deceased MHD participant's ownership of asset. (e.g., deed);
- ✓ Permit MHD Estate Recovery Unit access to the contractor's case management system for the purpose of recording the results of investigations of potential estate recovery cases (including access to asset identification databases); and
- ✓ Communicate and transfer the completed estate recovery case back to the MHD Estate Recovery Unit for possible referral to the Missouri Attorney General's Office or closure;

4) Estate Recovery Program – The Estate Recovery Program was created by Federal and state law to recover public assistance benefits paid on behalf of participants after their death (Title 42 U.S.C., Section 1396p, Subpart B). Under §473.398 RSMo, the state may file a claim against the estate of a deceased MHD participant for recovery of public assistance benefits paid on behalf of the participant.

- ✓ The contractor shall utilize an estate recovery questionnaire, approved by the MHD, which contains questions to discern whether sufficient assets are available in the estate of a deceased MHD participant. The contractor shall send the approved estate recovery questionnaire to the appropriate personal representatives of deceased MHD participants.

- ✓ The contractor shall utilize the Eligibility and Asset report provided to the contractor by MHD on a monthly basis to open potential cases to recover funds from the estates of deceased MHD participants. The contractor shall investigate all open cases and either close the case or refer the case to the MHD for potential estate recovery based on criteria provided by the state agency or criteria provided by the Missouri Attorney General's Office.

- ✓ The contractor shall send demand letters, approved by the MHD, to the appropriate personal representative of a decreased MHD participant. The demand letter shall notify the estate of the MHD's intent to recover payment for all healthcare services or items provided to the deceased MHD participant.

- ✓ The contractor shall use a Missouri phone number and a Missouri PO Box or address for the contractor's Estate Recovery activities.

- ✓ The contractor shall contact the state agency if any offers of settlement are made by a personal representative of a deceased MHD participant.

- ✓ Upon request by the state agency and agreement by the contractor, the contractor shall meet either virtually or in-person with the MHD Estate Recovery Unit and/or the Attorney General's Office to review Estate Recovery cases.

- ✓ The contractor should understand that there are many factors which are outside of the control of the state agency. The decision to pursue an estate recovery claim, to settle a claim, or to accept a recovery amount shall be at the state agency's sole discretion.

5) Trust Recoveries

- ✓ Contractor will perform outreach to identify Special Needs Trusts

- ✓ For the identified Special Needs Trusts, Contractor will request annually that each trustee submit an accounting of any expenditures and credits to the trust account

- ✓ At the termination of the trust, Contractor will notify the trustee of the amount due back to Medicaid from any remaining balance of the trust.

- ✓ Contractor will continue to follow-up with the trustee until the obligation to Medicaid is resolved.

6) Health Insurance Premium Purchase (HIPP)

- ✓ Contractor will work with the state agency to develop and outreach plan to promote the HIPP program to the appropriate groups.

- ✓ Contractor will receive and process HIPP applications. Contractor will review all applications for eligibility and then cost-effectiveness. All applications will receive the appropriate response within thirty (30) calendar days. Likely initial responses are approved, denied or missing information needed.

- ✓ For applicants that become approved HIPP cases, Contractor will process the documentation for premium reimbursements. For documentation that is received timely, Contractor will take the necessary steps to include the premium reimbursement in the next reimbursement cycle. Eligibility will be reviewed and confirmed before each reimbursement.

- ✓ On an annual basis, Contractor will review each active case for cost-effectiveness.

3. OTHER REQUIREMENTS - THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING:

3.1 Federal Fund Requirements:

The contractor shall understand and agree that the contract involves the use of federal funds. Upon award of the contract, the state agency will provide the contractor the federal fund information. In the event the federal fund information changes, the contractor will be notified in writing by the state agency.

3.1.1 Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law.

3.1.2 Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.

a. The contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract. The contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.

3.1.3 Stevens Amendment - The contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the contractor shall clearly state the following:

a. The percentage of the total costs of the program or project that will be financed with federal money;
b. The dollar amount of federal funds for the project or program; and
c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

3.1.4 Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.

3.1.5 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.

3.1.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.

a. The contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. The contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

c. The contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the contractor, or an agent acting for the contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

e. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

f. The contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- ✓ Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

g. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

3.1.7 Drug Free Workplace Act - The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

3.1.8 Pro-Children Act - The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.

b. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

c. The contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

d. The contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.

e. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

3.1.9 Contractor Whistleblower Protections:

a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

3.1.10 Human Rights and Affirmative Action:

a. The contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:

1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;
5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
6) Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
7) Genetic Information Non-Discrimination Act (GINA)
8) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
9) Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
10) Missouri Governor's E.O. #10-24; and
11) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.

b. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, the contractor shall have and maintain an affirmative action program that shall include:

1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
2) The identification of a person designated to handle affirmative action;
3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
4) The exclusion of discrimination from all collective bargaining agreements; and

5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

c. If discrimination by a contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

3.1.11 Clean Air Act and Federal Water Pollution Control Act - The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).

3.2 Contractor's Personnel:

3.2.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

3.2.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

3.2.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

3.2.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

(1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
(2) Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
(3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

3.3 Anti-Discrimination Against Israel Act Contractor Requirements:

3.3.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

3.3.2 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the contractor shall submit to the Division of Purchasing a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

3.3.3 If during the life of the contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the Division of Purchasing a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

3.4 Missouri Statewide Contract Quarterly Administrative Fee:

3.4.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

3.4.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

3.4.3 Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- **Electronic Payment**: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

3.4.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

3.5 Missouri Statewide Contract Quarterly Administrative Fee Report:

3.5.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

3.5.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

3.5.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: http://oa.mo.gov/purchasing/vendor-information. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 1. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing,
  P.O. Box 809, Jefferson City MO 65102-0809

  OR

  Division of Purchasing,
  301 West High Street, Room 630, Jefferson City, MO 65101-1517
- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

3.5.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

3.6 Missouri Statewide Contract Quarterly Usage Report:

3.6.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

3.6.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

3.6.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment 2 which is downloadable from http://oa.mo.gov/purchasing/vendor-information or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

3.6.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

3.7 Submission Information:

3.7.1 **Federal Debarment -** The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number below**.**

Federal Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at https://sam.gov to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Vendor Name	**Vendor's Unique Identity ID Number**
Parent Organization's Name	**Parent Organizations Unique Identity ID Number**

3.7.2 **Affidavit of Work Authorization and Documentation -** Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (https://revisor.mo.gov/main/OneSection.aspx?section=285.525) the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit A_ must be submitted prior to an award of a contract.

3.7.3 **Anti-Discrimination Against Israel Act Certification Exhibit Instructions** - Regardless of company status or number of employees, vendor is requested to complete and submit the applicable portion of Exhibit B, Anti-Discrimination Against Israel Act Certification with their response. Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

PRICING PAGE

Exhibit 1: Pricing Structure

Service	Current Fee	GA NASPO	MHD Fee	Justification
Cost Avoidance	PMPM: $0.235	N/A – No PMPM pricing in NASPO	PMPM: $0.250	Increase to support the monthly review of every active pharmacy policy
Direct Billing	15.00%	10.25%	13.75%	Below the current fee, but above NASPO due to the MBE/WBE requirement and complex posting process
Disallowances	15.00%	10.25%	13.75%	Below the current fee, but above NASPO due to the MBE/WBE requirement and the manual process for reconciling policies before each cycle
Credit Balance Audits	12.00%	N/A – No CBA pricing in NASPO	13.75%	Increase to account for the cost of required salary increases for labor-intensive recovery projects
Long-Term Care Audits	12.00%	N/A – No LTC Audit pricing in NASPO	13.75%	Increase to account for the cost of required salary increases for labor-intensive recovery projects

EXHIBIT A
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that ____________________ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ❒ I am a self-employed individual with no employees; **OR**
- ❒ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if ______________ (Company/Individual Name) is awarded a contract for the services requested herein under _________________ (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, ____________________(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

EXHIBIT A, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that ____________________ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

❐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.uscis.gov/e-verify; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

❐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted; AND

❐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT A, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor/ who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Health Management Systems, Inc. (Name of Business Entity Authorized Representative) as CEO (Position/Title) first being duly sworn on my oath, affirm _Health Management Systems, Inc._ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Health Management Systems, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

DocuSigned by:
Mark Knickrehm
23D012309FAA4A6...

Mark Knickrehm	Mark Knickrehm
Authorized Representative's Signature	Printed Name
CEO	July 12, 2023
Title	Date
Mark.Knickrehm@gainwelltechnologies.com	844046
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this ____12th________ of _July, 2023________. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Tarrant, State of
(NAME OF COUNTY)

Texas, and my commission expires on 9/2/2025.
(NAME OF STATE) (DATE)

DocuSigned by:
Maurisa Werner
C0DE3996B9B8497...

Signature of Notary	*Date* 7/12/2023

NOTARY PUBLIC STATE OF TEXAS
MAURISA WERNER
Notary ID
133309908
My Commission Expires
9/2/2025

EXHIBIT A, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Health Management Systems, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division **SEE LAST PAGE FOR SIGNATURE PAGE**
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** to Which Previous E-Verify Documentation Submitted: Department of Social Services
Date of Previous E-Verify Documentation Submission: July 1 2016

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:
RFPS30034901600321 / CSI60321001
(if known)

	DocuSigned by: Mark Knickrehm 23D012309FAA4A6
Mark Knickrehm Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
844046	Mark.Knickrehm@gainwelltechnologies.com
E-Verify MOU Company ID Number	E-Mail Address
Health Management Systems, Inc.	July 12, 2023
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Amy Raymo	7/27/23
Buyer	Date

EXHIBIT B
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

> **Company -** any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.
>
> **Boycott Israel** and **Boycott of the State of Israel -** engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A:	To be completed by any vendor that <u>does not meet the definition of "company"</u> above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a vendor that meets the definition of "Company" but has <u>less than ten employees</u>.
BOX C:	To be completed by a vendor that <u>meets the definition of "Company"</u> and <u>has ten or more employees</u>.

EXHIBIT B, continued

BOX A – NON-COMPANY ENTITY

I certify that ____________________ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Entity Name	Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that ____________________ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that Health Management Systems, Inc. (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Mark Knickrehm Authorized Representative's Name (Please Print)	DocuSigned by: Mark Knickrehm 23D012309F7A4A6... Authorized Representative's Signature
Health Management Systems, Inc.	Date: July 12, 2023

E-Verify

Company ID Number: 11557 **Client Company ID Number:** 844046

Approved by:

Employer Health Management Systems, Inc.	
Name (Please Type or Print) Tracy South	Title EVP, Chief Admin & HR Officer
Signature Tracy South	Date 1/27/15
E-Verify Employer Agent HireRight, Inc. (v26)	
Name (Please Type or Print) Russell Leslie	Title
Signature Electronically Signed	Date 01/13/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) Rebecca K. Green	Title E-Verify Deputy Chief
Signature Rebecca K. Green	Date 02/06/2015

NASPO ValuePoint

PARTICIPATING ADDENDUM

THIRD PARTY LIABILITY SERVICES (2021-2023)

Led by the State of Georgia

Master Agreement #: 99999-NVP-DCH0000120-0001

Contractor: Health Management Systems, Inc.

Participating Entity: STATE OF MISSOURI

Master Agreement Terms and Conditions:

1. **Scope:** This Participating Addendum covers the Third Party Liability Services Master Agreement led by the State of Georgia for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. **Participation:** This NASPO ValuePoint Master Agreement may be used by any state agency, institution of higher education, political subdivision or other entity authorized to use statewide contracts in the State of Missouri ("Purchasing Entity"). Purchasing Entities shall have the same rights under the Master Agreement as Participating Entities. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official and, if applicable, the State Chief Information Officer.

3. **Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:

Contractor

Name:	Health Management Systems, Inc.
	HMS Legal Department
Address:	5615 High Point Drive, Irving, TX 75038
Telephone:	404-290-2020
Fax:	469-359-4413
Email:	James.Finley@gainwelltechnologies.com

Participating Entity:

Name:	Amy Raymo, Buyer
Address:	State of Missouri Division of Purchasing 301 W. High Street, Room 630 Jefferson City, MO 65101
Telephone:	(573) 522-1620
Fax:	(573) 526-9816
Email:	Amy.Raymo@oa.mo.gov

4. **Modifications to the Master Agreement and Additional Terms and Conditions:** Changes modifying or supplementing the Master Agreement and any additional terms and conditions, if any, are included as Attachment A to this Participating Addendum, which is hereby incorporated by this reference. These modifications and/or additions apply only to actions and relationships with the Participating Entity and/or Purchasing Entities referenced under Paragraph 2 of this Participating Addendum.

5. **Statement of Work**. A Statement of Work specific to the Participating Entity's engagement shall be negotiated and executed by Contractor and Participating Entity as provided in the Master Agreement. Such Statement of Work shall be incorporated into this Participating Addendum as cs231318001 COOP Document.

6. **Termination of this Participating Addendum:**

   A. **Immediate Termination**. The Participating Entity may terminate the Participating Addendum for any one or more of the following reasons effective immediately, absolutely, and without advance notice:

      i. In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Participating Addendum effective as of the date on which the license or certification is no longer in effect;

      ii. The Participating Entity determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

      iii. The Contractor fails to comply with confidentiality laws or provisions;

      iv. The Contractor furnished any statement, representation or certification in connection with the Master Agreement, Participating Addendum, or the bidding process which is materially false, deceptive, incorrect or incomplete;

      v. If the Participating Entity determines that adequate funds are de-appropriated such that the Participating Entity cannot fulfill its obligations under the Participating Addendum, which determination is at the Participating Entity's sole discretion and shall be conclusive.

B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Participating Entity to declare the Contractor in default of its obligations under this Participating Addendum:

   i. The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Participating Entity's satisfaction, any material requirement or is in violation of a material provision, including, but without limitation, the express warranties made by the Contractor;

   ii. The Participating Entity determines that satisfactory performance of the Participating Addendum is substantially endangered or that a default is likely to occur;

   iii. The Contractor fails to make substantial and timely progress toward performance of the Participating Addendum;

   iv. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Participating Entity reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

   v. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Participating Addendum;

   vi. The Contractor has engaged in conduct that has exposed or may expose the Participating Entity to liability, as determined in the Participating Entity's reasonable discretion; or

vii. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Participating Entity or a third party.

C. **Notice of Default.** If there is a default event caused by the Contractor, the Participating Entity shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Participating Entity's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Participating Entity may:

i. Immediately terminate the Participating Addendum with an additional thirty (30) days written notice to allow for wind down of services; and/or
ii. Procure substitute goods or services from another source and charge the reasonable difference in cost between the Participating Addendum and the substitute contract to the defaulting Contractor; and/or,
iii. Enforce the terms and conditions of the Participating Addendum and seek any legal or equitable remedies.

D. **Termination Upon Notice.** Following ninety (90) days' written notice, the Participating Entity may terminate the Participating Addendum without cause, in whole or in part, without the payment of any penalty or incurring any further obligation to the Contractor other than paying invoices submitted by the Contractor during the Run-Out Period. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Participating Addendum to the Participating Entity up to and including the date of termination but the Participating Entity will be subject to the Run out Period as defined below and will be required to pay invoices from the Contractor during the Run-Out Period.

E. In the event of a termination for convenience or upon expiration of the Participating Addendum or Master Agreement, the Contractor shall be entitled to continue to invoice and be paid for recoveries for a period of 180 calendar days after the effective date of termination for work performed up to and including the effective date of termination or expiration (the Run-Out Period).

F. **Payment Limitation in Event of Termination.** In the event of termination of the Participating Addendum for any reason by the Participating Entity, the Participating Entity shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Participating Addendum and for which the Participating Entity is obligated to pay pursuant to the Participating Addendum or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the Participating Entity under the Participating

Addendum in the event of termination. The Participating Entity shall not be liable for any costs incurred by the Contractor in its performance of the Participating Addendum, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Participating Addendum.

G. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Participating Entity, the Contractor shall:

i. Subject to the Run Out Period, cease work under the Participating Addendum and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within sixty (60) days of the date of notice of termination, describing the status of all work under the Participating Addendum, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Participating Entity may require;

ii. Except as necessary to close out performance of services or as necessary for the Run Out Period, cease using and return to the Participating Entity, any personal property or materials, whether tangible or intangible, provided by the Participating Entity to the Contractor within a reasonable and agreed upon period of time;

iii. Coordinate with the Participating Entity to enter a transition agreement containing procedures for the timely transfer of any active files after the Run out Period and non-proprietary work product produced by the Contractor under the Participating Addendum;

iv. Cooperate in good faith with the Participating Entity, its employees, agents and contractors during the agreed-upon transition period between the notification of termination and the end of the agreed-upon transition period; and

v. Return to the Participating Entity within sixty (60) days, any payments made for goods and services that were not delivered or rendered by the Contractor.

7. <u>Orders:</u> Any order placed by a Participating Entity or Purchasing Entity for a service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. Unless expressly set forth herein, the Master Agreement referenced at the top of this Participating Addendum is incorporated herein by reference.

Additional Terms and Conditions:

8. Contractor Liability – The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

a. The The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

9. **Property of State** – All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

10. **Warranties and Representations:**

a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

11. **Insurance** – The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or emplyees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to

the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

a. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancelation.

(signatures on following page)

NASPO ValuePoint
PARTICIPATING ADDENDUM

THIRD PARTY LIABILITY SERVICES (2021-2023)
Led by the State of Georgia

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Missouri	Contractor: Health Management Systems, Inc.
Signature: Karen S Boeger	Signature: DocuSigned by: Mark Knickrehm 23D012309FAA4A6...
Name: Karen S. Boeger	Name: Mark Knickrehm
Title: Director, Division of Purchasing	Title: CEO
Date: 7-28-2023	Date: July 12, 2023

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Attachment A
"Modifications to the Master Agreement and Additional Terms and Conditions"

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under Missouri Contract Number #CS2301318001 is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

   HMS has twelve employees in the State of Missouri and we have engaged the services of ECCO Select Corporation which has its corporate headquarters in Missouri.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number #CS231318001

   HMS provides Cost Avoidance, Commercial Disallowance, Credit Balance Audits, Long Term Care Audits, Commercial Insurance Direct Bill services (Lockbox Management)

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

   Since 2016 HMS has identified $204,586,339.40 in recoveries for the State of Missouri through Commercial Insurance Direct Bill, Credit Balance Audit, Lont Term Care Audit, and Commercial Insurance Disallowance services. In SFY 2022, HMS provided an average of 3,200 cost avoidance leads per month.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: http://oeo.mo.gov you will use in the provision of products and services under the contract:

   ECCO Select Corporation

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites http://dese.mo.gov/special-education/sheltered-workshops/directories, http://www.lhbindustries.com and http://www.alphapointe.org you will use in the provision of products and services under the contract:

   None

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites http://oa.mo.gov/sites/default/files/sdvelisting.pdf you will use in the provision of products and services under the contract:

   None

State of Georgia
Cooperative Master Agreement Form
Georgia Department of Administrative Services

Solicitation Title	Solicitation Number	Contract Number
Third Party Liability Services	41900-DCH0000120	

1. This Contract is entered into between the Lead State and the Contractor named below:

Lead State's Name
Georgia Department of Administrative Services (hereafter called "DOAS" or "Lead State")

Contractor's Name
Health Management Systems, Inc. (hereafter called Contractor)

2. Initial Term:	Renewal Terms:
January 1, 2022 – December 31, 2022	Year 2 January 1, 2023 – December 2023
	Year 3 January 1, 2024 – December 2024
	Year 4 January 1, 2025 – December 2025
	Year 5 January 1, 2026 – December 2026
	Year 6 January 1, 2027 – December 2027
	Year 7 January 1, 2028 – December 2028
	Year 8 January 1, 2029 – December 2029
	Year 9 January 1, 2030 – December 2030
	Year 10 January 1, 2031 – December 2031

3. The parties hereto agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Master Agreement.

Attachment 1: **Master Agreement Terms and Conditions**
Attachment 2: **RFP (referenced above)**
Attachment 3: **Contractor's Final Response**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6. **Contractor**

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
Health Management Systems, Inc.

By *(Authorized Signature)*	Date Signed
	11/8/2021

Printed Name and Title of Person Signing
Sas Mukherjee CFO

Address 5615 High Point Drive, Irving, TX 75038

7. **Lead State**

Lead State Name
Georgia Department of Administrative Services

By *(Authorized Signature)*	Date Signed
Jim Barnaby	1/26/2022

Printed Name and Title of Person Signing
Jim Barnaby Deputy Commissioner

Address
200 Piedmont Avenue SE,
Suite 1804, West Tower, Atlanta, Georgia 30334-9010

STATE OF GEORGIA
Cooperative Contract
Attachment 1
Master Agreement Terms and Conditions

1. **Background and Purpose.** Pursuant to O.C.G.A.§ 50-5-51(1), the Georgia Department of Administrative Services ("DOAS") maintains the power and authority to canvass all sources of supply and to contract for the lease, rental, purchase, or other acquisition of supplies, materials, equipment, and services required by the state government and any of its offices, agencies, departments, boards, bureaus, commissions, institutions, and other entities of the state under competitive bidding.

   The State of Georgia is a member of the National Association of State Procurement Officials ("NASPO") and participates in NASPO ValuePoint, NASPO's cooperative purchasing program. As permitted under O.C.G.A.§50-5-51(9), DOAS has entered into an agreement with NASPO ValuePoint to serve as Lead State for the procurement of Third Party Liability Services. Other Participating States may have requested to be named in the RFP as potential users of this Contract, and other entities may become Participating Entities after execution of this Master Agreement. NASPO ValuePoint is not a party to this Master Agreement; however, NASPO ValuePoint will be involved in contract administration as provided in this Master Agreement.

   Request for Proposals No. 41900-DCH0000120 ("the RFP") was issued by the Georgia Department of Administrative Services for the purposes of awarding master agreement(s) to one or more suppliers to obtain services of suppliers to administer the cost avoidance and post-payment recovery and recoupment efforts necessary to develop and pursue viable third-party resources for payments made on behalf of Medicaid and SCHIP members to Participating Entities as further specified in Participation Agreements. The specific services to be procured pursuant to the RFP were TPL Recovery Services, TPL Commercial Recoupment Services, TPL Hospital/Physician Services, TPL CMO Come Behind Services, and TPL System Module. Respondents were required to submit a response to the mandatory base requirements, as well as one of the five services. Contractor submitted Contractor's Response to the RFP, which sets forth Contractor's qualifications, the manner in which Contractor proposes to fulfill the RFP requirements, and commitment to timely and successfully implement Contractor's solution and provide the Services. . Contractor was selected to provide the services as identified in the Notice of Award (hereinafter the "Services", as further defined below).

2. **Definitions**. Definitions and acronyms are set forth in the RFP in Attachment B the RFP, entitled "Definitions and Acronyms". Such terms will apply to the Contract and all documents incorporated herein unless a different meaning is otherwise assigned to specific term either explicitly in the body of this Contract or as provided below.

   a. **"Awarded Item Schedule"** means the summarizing document, if any, listing the Services as awarded and may also denote the Contractor providing such Services.

   b. **"Contractor"** means the provider of the Services under the Contract as identified in the Cooperative Master Agreement Form. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agree to under the Master Agreement.

c. **"Contract" or "Master Agreement"** means this Agreement between the Lead State, acting on its own behalf and on behalf of NASPO ValuePoint, and the Contractor, as defined by the Cooperative Master Agreement Form and its incorporated documents.

d. **"Cooperative Master Agreement Form"** means the document that contains basic information about the Cooperative Contract and incorporates by reference the applicable Master Agreement Terms and Conditions, the RFP, Contractor's Response to the RFP, the final pricing documentation for the Services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFP requirements or the Master Agreement shall be incorporated by reference into this Master Agreement unless DOAS has accepted the Contractor's objection or amendment in writing. The Cooperative Master Agreement Form is defined separately and referred to separately throughout the Master Agreement Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Master Agreement is defined by the dates in the Cooperative Master Agreement Form.

e. **"Lead State"** means the State that manages and executes the cooperative procurement on behalf of NASPO ValuePoint and administers any resulting master agreement(s). The Georgia Department of Administrative Services is referred to as the "Lead State" or "DOAS" throughout this Master Agreement.

f. **"Participating Addendum"** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirement, as further described in this Master Agreement.

g. **"Participating Entity"** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

h. **"Purchasing Entity"** means a state, city, county, district, other political subdivision of a State, or other eligible legal entity, authorized by a Participating Addendum, who issues a Statement of Work and/or Purchase Order against the Master Agreement and becomes financially committed to the purchase. A Participating Entity may also be a Purchasing Entity.

i. **Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFP, including any modifications or clarifications accepted by DOAS.

j. **"RFP"** means the Request for Proposal (and any amendments or addenda thereto) specifically identified in the Cooperative Master Agreement Form that was issued to solicit the Services that are subject to the Master Agreement.

k. "Services" means the services and deliverables as provided in the RFP and as further described by the Response, the Contract, and the Participating Addendum.

3. <u>Duration of Master Agreement</u>.

a. **Contract Term.** The Contract shall begin and end on the dates specified in the Cooperative Master Agreement Form unless terminated earlier in accordance with the applicable terms and conditions.

b. **Master Agreement Renewal.** DOAS shall have the option, in its sole discretion, to renew the Master Agreement for additional terms, as determined by DOAS, by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the Initial term or Renewal term as specified in Section 2 of the Cooperative Agreement Contract Form . Upon DOAS's election, in its sole discretion, to renew any part of this Master Agreement, Contractor shall remain obligated to perform in strict accordance with this Master Agreement unless otherwise agreed by the Lead State and the Contractor

c. **Master Agreement Extension.** In the event that this Master Agreement will terminate or be likely to terminate prior to the making of an award for a new contract for the Services under a subsequent solicitation, the Lead State may, with the written consent of Contractor, extend this Master Agreement for such period as may be necessary to afford the State a continuous supply of the Services.

4. <u>Order of Preference</u>.

a. Any purchase made pursuant to this Master Agreement shall consist of the following documents:

   i. A Participating Entity's Participating Addendum ("PA"), with the exception of any term that conflicts with Section 8 of the Master Agreement Terms and Conditions entitled "Participating Addenda" or Section 14 of the Master Agreement Terms and Conditions "NASPO ValuePoint Terms"

   ii. Master Agreement Terms and Conditions, including all Exhibits and Attachments to the Master Agreement, excluding the RFP and Contractor's response;

   iii. The RFP

   iv. Contractor's response to the RFP, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

c. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit, Appendix, or Attachment.

5. <u>Description of Services.</u>

a. **Specifications in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the RFP, the terms of the Master Agreement, the terms of the applicable Participation Addendum, and as further described in Contractor's Response.

b. **Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Master Agreement in accordance with the RFP and final pricing documents as incorporated into the Cooperative Master Agreement Form and the terms of the Master Agreement and applicable Participating Addendum. Terms of payment and fees for services to be performed must be included in a subsequent Statement of Work, as executed by the Participating Entity or Purchasing Entity.

6. **Certified Source of Services**: Pursuant to O.C.G.A. § 50-5-57, DOAS hereby certifies the Contractor as a source of supply to the offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to make purchases utilizing this Master Agreement. The execution of this Master Agreement only establishes the Contractor as an authorized source of supply by DOAS and creates no financial obligation on the part of DOAS. Furthermore, governmental entities of other states may execute Participating Addenda to obtain Services pursuant to the terms of this Master Agreement. The use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official. Participating Entities are solely and individually financially responsible for their respective purchases, and shall be responsible for their own charges, fees, and liabilities. The Lead State shall not be responsible for payment of any amounts owed by Participating Entities nor any other liabilities of Participating Entities. This Master Agreement is not exclusive. DOAS reserves the right to select other contractors to provide services similar to the Services described in the Master Agreement during the term of the Master Agreement. Participating States and Participating Entities may obtain similar services from other contractors. This Master Agreement does not guarantee any minimum level of purchases or use of Services.

7. **Intent of References to Bid Documents.** The references to obligations which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFP and the Contractor's Response. The failure to make reference to the terms of the RFP or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFP and the Contractor's Response. The contractual obligations of the Lead State, Participating Entities, and Purchasing Entities cannot be implied from the Contractor's Response.

8. **Participating Addenda.** The provision of Services to a Participating Entity and a Purchasing Entity shall be subject to the Participating Addendum negotiated and executed by the Participating Entity and Contractor. A sample Participating Addendum shall be provided by the Lead State for use by the Participating Entities. The Lead State will not be a party to the Participating Addenda and those agreements will be separate and distinct from the Master Agreement.

   a. The Participating Addendum shall incorporate this Master Agreement and may incorporate other terms and conditions specific to the Participating Entity's engagement including but not limited to:

      i. A Statement of Work addressing items specific to the Participating Entity's engagement such as:

1. Financial Considerations such as Maximum Compensation Amount, Invoicing, Terms and Payment terms
2. Schedule of Events
3. Milestones and deliverables
4. Testing and Acceptance Requirements
5. Warranties
6. Service Level Agreements/Performance Guarantees/Liquidated Damages
7. Project Management
8. Staffing

ii. Confidentiality Requirements, incorporation of data breach provisions, incorporation of HIPAA and HITECH and a Business Associate Agreement specific to the engagement by the Participating Entity

iii. Provisions specific to the Participating Entity's engagement such as those relating to indemnification, taxes, limitation of liability, bonding, insurance requirements, termination, assignment, subcontracting, and approval requirements for changes to contractor staffing

iv. Ordering Procedures specific to the Participating Entity

v. Language incorporating the Participating Entity's rules, regulations, laws, and policies

vi. Language incorporating funding source requirements (for example, contract provisions required for federally funded contracts)

b. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

c. Each Participating Entity will identify and utilize its own appropriate purchasing procedure and documentation.

d. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. Such alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used to place the order.

e. Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

f. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating Entities and Purchasing Entities are limited to their own Statements of Work and institutions having available funds. Participating States and Participating Entities incur no financial obligations on behalf of their political subdivisions.

g. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor nor may they impact the rights of other Participating Entities. Participating Addenda shall not be construed to amend the following provisions that prescribe NASPO ValuePoint program considerations: 1) Term of the Master Agreement; Participants and Scope; Administrative Fee; Right to Publish; NASPO ValuePoint Summary and Detailed Reports; NASPO ValuePOINT Cooperative Program Marketing and Performance Review; and Individual Customers. Any such language is void and of no effect.

h. The construction and effect of any Participating Addendum to the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's state. Venue for any claim, dispute, or action concerning the effect of a Participating Addendum shall be in the Participating Entity's State.

i. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Requests for such participation should be coordinated through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; such entity must ensure that it maintains the requisite procurement authority to execute a Participating Addendum.

j. A Participating Addendum will terminate immediately and absolutely if the Participating Entity that is party to the Participating Addendum determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the Participating Entity cannot fulfill its obligations under the Participating Addendum, which determination is at the Participating Entity's sole discretion and shall be conclusive.

k. Notwithstanding the expiration, cancellation, or termination of the Master Agreement, Contractor agrees to perform in accordance with the terms of any Participating Addendum then outstanding at the time of such expiration or termination.

l. Pursuant to Appendix to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

m. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate database.

9. **Insurance.** The Contractor shall maintain insurance which shall protect the Contractor and the State of Georgia (as an additional insured), NASPO ValuePoint, Participating Entities, and Purchasing Entities from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the Master Agreement attached to this solicitation throughout the duration of the Master Agreement. Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish the participating entity an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the Master Agreement. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia) and shall be with companies acceptable to the Lead State, which must have a minimum A.M. Best rating of A-; and a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements). All such coverage shall remain in full force and effect during the contract term and any renewal or extension thereof

Contractor is required to maintain the following insurance coverage's during the term of the Master Agreement:

Workers Compensation (WC): Statutory Limits Required for all Contracts NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	$ 1,000,000
Personal & Advertising Injury Limit	$ 1,000,000
General Aggregate Limit	$ 2,000,000
Products/Completed Ops. Aggregate Limit	$ 2,000,000
Automobile Liability Combined Single Limit	$ 1,000,000
Professional Liability	$ 2,000,000
Cyber Risk Insurance	$ 15,000,000
Umbrella Liability	$ 2,000,000

Additional Insured: Contractor shall add the "<Name of Participating Entity>, its officers, employees and agents" as an additional insured under the commercial general, automobile and umbrella policies.

For the foregoing policies, Contractor shall provide at least thirty (30) days prior written notice to the Participating Entity and the Lead State before cancellation.

Certificates of Insurance showing such coverage to be in force shall be filed with the Participating Entity prior to commencement of any work under a Participation Addendum. The foregoing policies shall be obtained from insurance companies licensed to do business in Participating Entity's State and shall be with companies acceptable to the Participating Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, Contractor must procure the required insurance and provide the Participating Entity with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

10. **Indemnification.** Contractor hereby releases and agrees to indemnify and hold harmless the Georgia Department of Administrative Services, the State of Georgia, its departments, agencies and instrumentalities (including but not limited to the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, The State Employee Broad Form Liability Funds, the State Insurance and Hazard Reserve Fund, and other self-insured funds, all such funds hereinafter collectively referred to as the "Funds") , Participating Entities, Purchasing Entities, NASPO ValuePoint, and each of their current or former officers, directors, and employees, in individual and official capacities from and against any and all claims, demands, liabilities, losses, costs or expenses, and attorneys' fees, caused by, growing out of, or arising from this Contract, due to any act or omission on the part of Contractor, its agents, employees, customers, invitees, licensees or others working at the direction of Contractor or on its behalf, or due to any breach of this Contract by Contractor, or due to the insolvency or declaration of bankruptcy by Contractor, or due to the application or violation of any pertinent federal, state or local law, rule or regulation. No settlement or compromise of any claim, loss or damage shall be binding upon the indemnified part(ies) unless approved in writing by the indemnified part(ies). 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. Nothing in this Master Agreement, nor in any Participating Addendum, shall limit or affect Contractor's liability arising from claims brought by any third party.

11. Warranties.

a. **Construction of Warranties Expressed in the Master Agreement and Participating Addendum with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Master Agreement, Participating Addenda, and the Contractor's Response, whether or not the Master Agreement or Participating Addenda specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the Lead State or Participating Entit(ies) shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Master Agreement and Participating Addenda are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Master Agreement and Participating Addenda and any extensions or renewals thereof.

b. **Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to the Participating Entities shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the Participating Entities shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor's expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by the Participating Entity shall not relieve the Contractor of its warranty or any other obligation under the Master Agreement and Participating Addenda.

c. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and Services produced, or provided to the Participating Entities shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and Services and the Participating Entities use of same and the exercise by the Participating Entities of the rights granted by the Master Agreement and Participating Addenda shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Services contemplated by the Master Agreement and Participating Addenda.

d. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided hereunder will appear and operate in conformance with the terms and conditions of the Master Agreement and Participating Addenda.

e. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Master Agreement and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Lead State and the Participating Entities.

f. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Master Agreement and Participating Addenda are or will be fully satisfied by the Contractor so that the Lead State and the Participating Entities will not have any obligations with respect thereto.

g. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the Participating Entit(ies) is good and that transfer of title or license to the Participating Entit(ies) is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the Participating Entity. Except as otherwise expressly authorized by the Participating Entity, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the Participating Entity.

h. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

i. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of an authorized subcontractor. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.

j. **State Security.** Participating Entity and/or Purchasing Entity may require that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to Participating Entity and/or Purchasing Entity. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Master Agreement and any Participating Addendum and Statement of Work if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the Participating Entity (or Lead State as applicable to activities solely applicable to the Master Agreement). The Contractor's employees, agents and subcontractors may be granted access to Participating Entity and/or Purchasing Entity computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Master Agreement, Participating Addendum, and Statement of Work. Such access may be terminated at the sole discretion of the Participating Entity or Purchasing Entity. The Contractor shall provide immediate notice to Lead State, Participating Entity, and Purchasing Entity of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to Participating

Entity of the changed status of any employee, agent or subcontractor granted access to Participating Entity or Purchasing Entity computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

k. **Use of State Vehicles.** Contractor warrants that no state-owned vehicles will be used by Contractor for the performance of Services under this Master Agreement. Contractor shall be responsible for providing transportation necessary to perform all Services.

12. Access to Confidential Information.

a. Obligations owed to Lead State:

i. The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Lead State to the extent necessary to carry out the Contractor's responsibilities under the Master Agreement. The Contractor shall presume that all information received pursuant to the Master Agreement is confidential unless otherwise designated by the Lead State. If it is reasonably likely the Contractor will have access to the Lead State's confidential information, then:

1. The Contractor shall provide to the Lead State a written description of the Contractor's policies and procedures to safeguard confidential information;
2. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
3. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
4. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

ii. The private or confidential data shall remain the property of the Lead State at all times. Some services performed for the Lead State may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Master Agreement.

iii. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Lead State, either during the period of the Master Agreement or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Lead State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Master Agreement, in whatever form it is maintained, promptly at the request of the Lead State.

iv. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Lead State and cooperate with the Lead State in any lawful effort to protect the confidential information.

v. The Contractor shall immediately report to the Lead State any unauthorized disclosure of confidential information.
vi. The Contractor's confidentiality obligation under the Master Agreement shall survive termination of the Master Agreement.

b. Minimum Obligations Owed to Each Participating Entity and Purchasing Entity.

i. The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Participating Entity and/or Purchasing Entity to the extent necessary to carry out the Contractor's responsibilities. The Contractor shall presume that all information received from Participating Entity or Purchasing Entity is confidential unless otherwise designated by the Participating Entity or Purchasing Entity. If it is reasonably likely the Contractor will have access to the Participating Entity or Purchasing Entity's confidential information, then:

1. The Contractor shall provide to the Participating Entity or Purchasing Entity a written description of the Contractor's policies and procedures to safeguard confidential information;
2. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
3. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
4. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

ii. The private or confidential data shall remain the property of the Participating Entity or Purchasing Entity at all times. Some services performed for the Participating Entity or Purchasing Entity may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Participating Addendum or Statement of Work.
iii. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Lead State, either during the period of the Master Agreement or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Participating Entity or Purchasing Entity. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Master Agreement, in whatever form it is maintained, promptly at the request of the Participating Entity or Purchasing Entity.
iv. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Participating Entity or Purchasing Entity and cooperate with the Participating Entity or Purchasing Entity in any lawful effort to protect the confidential information.

v. The Contractor shall immediately report to the Participating Entity or Purchasing Entity any unauthorized disclosure of confidential information.
The Contractor's confidentiality obligation under the Participating Addendum or Statement of Work shall survive termination of the Participating Addendum or Statement of Work.

c. Additional confidentiality obligations for each engagement under this Master Agreement by a Participating Entity or a Purchasing Entity may be addressed in the Participating Addendum or Statement of Work.

13. Use of Name or Intellectual Property: Throughout the duration of this Master Agreement, Contractor must secure prior written approval from the Lead State and applicable Participating Entity for the release of any information or intellectual property that pertains to the potential work or activities covered by the Master Agreement or any Participating Addendum, including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of either State, Lead State or Participating Entity trademarks or logos, Coat of Arms, any Lead State or names of other subunits of the State government, or any State official or employee reference or use of name. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State and applicable Participating Entity. The Contractor shall not make any representations of Lead State, Participating Entity, or NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

14. NASPO ValuePoint Terms:

a. **Administrative Fee** The Contractor(s) shall pay to NASPO ValuePoint an administrative fee that is one-quarter of one percent (0.25% or 0.0025) of the total DDI expenditures made by a Participating State for work under a Participating Addendum, according to terms included in the Master Agreement. At NASPO ValuePoint's discretion, the NASPO ValuePoint administrative fee may be collected as a one-time fee or as periodic payments.

b. **NASPO ValuePoint Summary and Detailed Usage Reports.** NASPO ValuePoint is not a party to the Master Agreement; however, NASPO ValuePoint will be the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State. In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports:

- Summary Sales Data. The Contractor shall submit quarterly reports, on payments received from the Participating Entity, directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- Detailed Sales Data. The Contractor and NASPO ValuePoint shall negotiate suitable detailed reporting formats to facilitate reporting of usage and administrative fees.
- The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

c. **NASPO ValuePoint Cooperative Program Marketing and Performance Review.** Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

15. **Changes in Contractor Personnel:**

a. **Obligations to the Lead State**: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing as soon as reasonably practicable, at least fourteen (14) calendar days prior to the change. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Lead States approval to changes in key personnel may not be unreasonably withheld.

b. **Obligations to Participating Entities and Purchasing Entities.** The Contractor must notify the Participating Entity or Purchasing Entity of changes in the Contractor's key personnel, in writing as soon as reasonably practicable, at least fourteen (14) calendar days prior to the change. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal. The Participating Entity and Purchasing Entity reserve the right to approve changes in key personnel, as identified in the Contractor's proposal. The Participating Entity and Purchasing Entity approval to changes in key personnel may not be unreasonably withheld.

16. **Termination of the Master Agreement.**

a. **Immediate Termination by Lead State.** The Lead State may terminate the Master Agreement for any one or more of the following reasons effective immediately without advance notice:

i. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Master Agreement effective as of the date on which the license or certification is no longer in effect;

ii. The Contractor furnished any statement, representation or certification in connection with the Master Agreement or the bidding process which is materially false, deceptive, incorrect or incomplete; and/or

iii. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Lead State reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

b. **Termination for Default.** If there is a default event caused by the Contractor, the Lead State shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Lead State's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Lead State may:

i. Immediately terminate the Master Agreement without additional written notice; and/or

ii. Enforce the terms and conditions of the Master Agreement and seek any legal or equitable remedies, including but not limited to re-procurement cost.

c. **Termination for Convenience.** Following thirty (30) days' written notice, the Lead State may terminate the Master Agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. The Lead State will have no liability to the Contractor for any cause whatsoever arising out of, or in connection with termination, including, but not limited to, startup costs, overhead costs, lost profits, lost opportunities, resulting change in business condition, or other costs associated with the performance of the Master Agreement and Participating Addenda. In the event that this Master Agreement is terminated for convenience, each Participating Entity may either 1) elect to continue through the end of the current term of its Participating Addendum, and the parties thereto would continue the engagement as if the Master Agreement were still in effect, maintaining all rights, duties, and obligations thereunder; or 2) the Participating Entity may exercise its termination rights provided under the Participating Entity's Participating Addendum.

d. **The Contractor's Termination Duties.** Upon receipt of notice of termination of the Master Agreement or upon request of the Lead State, the Contractor shall:

i. Cooperate in good faith with the Lead State and the Participating Entities, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

ii. Furnish a report to the Lead State and NASPO within thirty (30) days of the date of notice of termination, describing the status of all Participating Addenda and any information that the Lead State may request regarding the current state of work thereunder and transition plans and status; and

iii. Provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services. The Contractor shall provide all relevant information to the Participating Entity about the equipment, software, and services required to perform the Services for the Participating entity in order to ensure a successful transition. Further, in the event that the Lead State or Participating Entity has entered into or enters into agreements with other contractors for additional work related to services rendered under the Master Agreement, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

17. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party. Matters of Contractor's finances may not be considered a force majeure. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Master Agreement or any Participating Addendum.

18. **<u>Compliance with the Law</u>.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Master Agreement, any Participating Addendum, and any Statement of Work including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Master Agreement, any Participating Addendum, and any Statement of Work. Contractor and Contractor's personnel shall also comply with all State of Georgia, Lead State, and Participating Entity, and Purchasing Entity policies and standards in effect during the performance of the Master Agreement, including but not limited to the State of Georgia, Lead State and Participating Entity policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Master Agreement. 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. § 50-4-85.

19. **<u>Sexual Harassment Prevention</u>.** 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 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.

    Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

    If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the 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 contract, and/or other corrective action(s) deemed necessary by the State.

    (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

    (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy;

    (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

(c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

(ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

(a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy;

(b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

(c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

20. Drug-free Workplace. The Contractor hereby certifies as follows:

a. Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Master Agreement; and

b. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Master Agreement; and

c. Contractor will secure from any subcontractor hired to work on any job assigned under this Master Agreement the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

21. Amendments. All amendments to the Master Agreement must be in writing and fully executed by duly authorized representatives of the Lead State and the Contractor.

22. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Master Agreement without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Master Agreement, such proceeding shall solely be brought in Superior Court of Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State of Georgia.

23. Assignment. Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State, which written consent to assign, sell, transfer, or sublet rights, or delegate responsibilities under the Master Agreement, in whole or in part shall not be unreasonably withheld. For the purposes of construing this clause, a transfer of the controlling interest in the Contractor shall be considered an assignment. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the NASPO ValuePoint.

24. Use of Third Parties. Except as may be expressly agreed to in writing by the Lead State, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Master Agreement or any of the work subsequently assigned under this Master Agreement. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Master Agreement shall in any way relieve Contractor of any responsibility, obligation or liability under this Master Agreement and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Master Agreement shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Lead State. The Lead State shall have the right to request the removal of a subcontractor from the Master Agreement for good cause.

25. Integration. The Master Agreement represents the entire agreement between the Lead State and the Contractor. The Lead State and Contractor shall not rely on any representation that may have been made which is not included in the Master Agreement.

26. Headings or Captions. The paragraph headings or captions used in the Master Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

27. **Not a Joint Venture.** Nothing in the Master Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Master Agreement.

28. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Master Agreement, and for any default of activities and obligations.

29. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Master Agreement, this Master Agreement supersedes all prior contracts or agreements between the Lead State and the Contractor for the Services provided in connection with the Master Agreement.

30. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Lead State and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Master Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

31. **Notice**. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Master Agreement on behalf of the party at the address identified in the Cooperative Master Agreement Form. Each such notice shall be deemed to have been provided:

(i) At the time it is actually received; or,

(ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

(iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the name and address of the person designated to receive notice may be changed. Such change of the designated person shall be in writing to the other party and as provided herein.

32. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Master Agreement shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

33. **Severability.** If any provision of the Master Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Master Agreement. Further, if any provision of the Master Agreement is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Lead State and the Contractor to amend, modify, eliminate, or otherwise change any part of this Master Agreement shall not affect any other part of this Master Agreement, and the remainder of this Master Agreement shall continue to be of full force and effect.

34. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Master Agreement. Contractor shall ensure that all personnel providing Services to the State are responsive to the State's requirements and requests in all respects.

35. **Authorization.** The persons signing this Master Agreement represent and warrant to the other parties that:

    (i) It has the right, power and authority to enter into and perform its obligations under the Master Agreement; and

    (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Master Agreement and the Master Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

36. **Successors in Interest.** All the terms, provisions, and conditions of the Master Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

37. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Master Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Lead State and the Participating Entities. Records to be maintained include both financial records and service records. The Contractor shall permit the

Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Master Agreement, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses materially incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

38. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Master Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency.

39. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law. Additionally, the open records and freedom of information laws of a Participating Entity shall govern record requests made of said Participating Entity.

40. **Debarred, Suspended, and Ineligible Status. Debarred, Suspended, and Ineligible Status.** Contractor certifies that neither it nor any of its principals nor subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental entity. This certification represents a recurring certification made at the time each Participating Addendum is executed under this Master Agreement. Contractor shall immediately notify the Lead State in the event that Contractor is suspended or debarred by a governmental entity.

41. **Taxes.** Lead State is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. Lead State is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.

    For work performed for the State of Georgia, including but not limited to any entity of the State of Georgia, Contractor or an authorized subcontractor must provide the Lead State with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Master Agreement, which verification is incorporated herein by reference.

42. **Certification Regarding Sales and Use Tax.** By executing the Master Agreement the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Master Agreement void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Lead State or its representative filing for damages for breach of contract.

43. **Obligations Beyond Contract Term.** The Master Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Master Agreement. All obligations of the Contractor incurred or existing under the Master Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Master Agreement.

44. **Counterparts and Electronic Signature.** The Lead State and the Contractor agree that the Master Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties hereto agree and consent to the use of electronic signatures solely for the purposes of executing the Master Agreement or any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature. By signing this Master Agreement the parties hereto are agreeing to consent to transact business using electronic communications and to utilize electronic signatures in lieu of using paper documents. If either party prefers not to do so, the party may request to receive paper copies. Furthermore, either party may withdraw its consent regarding transaction of business using electronic communications and signatures, which shall only impact communications and signatures issued after the date of such withdrawal of consent.

45. **Further Assurances and Corrective Instruments.** The Lead State and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Master Agreement.