



State of North Carolina

Department of Health and Human Services (DHHS)
Division of Health Benefits (DHB)

*Optum Response to
National Association of State
Procurement Officials (NASPO)*

Technical Proposal
Participating Addendum
MMIS-PROVIDER SERVICES MODULE

Date
December 3, 2021

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Solicitation Addendum

Solicitation Number: NASPO Participating Addendum # 30-22138-PDM_CVO

Solicitation Description: Provider Data Management & Credentialing Verification Organization
Module Replacement

Purpose of Addendum: Agency Response to Vendor Questions and Schedule Change

Proposal Due Date & Time: December 3, 2021 by 3:00PM ET

Addendum Number: 1

Addendum Date: November 5, 2021

Purchasing Agent: Tyler Ragor
procurementquestions@dhhs.nc.gov

- 1. INSTRUCTIONS: RETURN ONE PROPERLY EXECUTED COPY OF THIS ADDENDUM WITH BID RESPONSE OR PRIOR TO THE BID OPENING DATE/TIME LISTED ABOVE.**
- 2. SOLICITATION SCHEDULE CHANGE:**

Action	Date
Bid Package Emailed to Vendors	10/11/21
Written Questions Deadline	10/19/21
Agency's Response to Written Questions	Week of 11/1
Proposals Due	12/3/21
Oral Presentations and/or Product Demonstrations by Finalists	1/5/22 - 1/12/22
Contract Award	5/27/22

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3. FOLLOWING ARE QUESTIONS RECEIVED FOR THE SOLICITATION AND THE DEPARTMENT’S RESPONSES TO THE QUESTIONS:

Question #	PA Section	PA Page or Req #	Vendor Questions	NCDHHS Response
1	Attachment F – Requirements Matrix, Requirement KR09, Project Manager	KR09	KR09 defines the qualification of the Project Manager. Is the requirement for this role specific to DDI Phases of Certification through Configuration only?	No.
2	Attachment F – Requirements Matrix, Requirement NC0301 and NC0302, Limited Licensure	Tab 2 – NC -Specific PDM-CVO Requirements	Requirement NC0301 states “The Contractor shall collect, maintain and routinely monitor licensure information from providers who have licensure with limitations.” And requirement NC0302 states “The Contractor shall uniquely identify providers with limited licensures.” What is meant by “limited licensure”?	Limited licensure is when a licensing board has placed restrictions or limitations on the provider’s license. Specifically, these are disciplinary actions that reduce the provider’s permitted scope of treatment in some capacity, imposed by a licensing board by limiting the license, but allowing the license to remain active.
3	Attachment F – Requirements Matrix, Requirement NC0304, Real time access during provider entry	Tab 2 – NC -Specific PDM-CVO Requirements	Requirement NC0304 states “The Contractor’s solution shall provide authorized State and PDM/CVO staff real-time access to a provider-applicant’s record during the enrollment application data entry process by the provider-applicant.” Is this access intended to be read only or is it desired for state and PDM/CVO employees to be allowed the edit the content of the application?	Read only.
4	Attachment F – Requirements Matrix, Requirement NC0288, NC0311, NC0312	Tab 2 – NC -Specific PDM-CVO Requirements	Related to the following requirements: <ul style="list-style-type: none"> - NC0288 states “The Contractor’s solution shall provide the capability to automatically deny a provider-initiated Change Request, Enrollment, Re-enrollment, and Revalidation application if the provider fails to pay the Federal fee.” - NC0311 states “The Contractor shall collect the NC application fee and Federal fee, when applicable, from a provider as defined by the Department’s Business Rules. - NC0312 states “The Contractor shall provide the capability to collect the Federal fee and NC Application fee in one transaction when required.” What Federal Fees are being collected and monitored? (Many states waive their fee if a federal fee has already been paid to Medicare and is referenced in PECOS, rather than collecting any fees for Medicare.) 	The Federal fee is not collected if the applicant paid to another State or Medicare. The State level fee is an application fee and is always collected, as defined in Session Law 2017-57 Senate Bill 257 Section 11H.3

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5	Attachment F – Requirements Matrix, Requirement NC0545, Monthly Monitoring	Tab 2 – NC -Specific PDM-CVO Requirements	<p>Requirement NC0545 states “The Contractor shall provide Provider Monthly Monitoring Report that includes any negative flags found in PECOS, SAMS, Death Master File, OIG, LEIE, Licensure Verification etc.”</p> <hr/> <p>The monthly monitoring references negative PECOS flags.</p> <p>1. What would the state consider to be a negative PECOS finding?</p> <p>2. Would lack of a record in PECOS be considered negative, given that most provider types are not required to enroll in Medicare?</p>	1. If the current status is not approved in PECOS or no record available in PECOS 2. Yes
6	Attachment F – Requirements Matrix, Requirement NC0171, NC0173, NC0273, NC0274, PECOS Usage for avoiding PSV	Tab 2 – NC -Specific PDM-CVO Requirements	<p>Related to the following requirements:</p> <ul style="list-style-type: none"> · NC0171 - If no fraud and abuse sanctions are found for the Provider, the Contractor shall perform the PSV Revalidation checks for non -Medicare Providers and for Medicare providers if the information contained in PECOS is older than 12 months. · NC0173 - The Contractor shall perform PECOS verifications, site visits, fingerprinting and background checks for Medicare Providers using data from within the last twelve (12) months in lieu of PSV checks; if the Federal Fee payment is confirmed in PECOS, only the NC application fee shall be collected when applicable. · NC0273 - If no fraud and abuse sanctions are found for the Provider, the Contractor shall perform the PSV Revalidation checks for non-Medicare Providers and for Medicare providers if the information contained in PECOS is older than 12 months. · NC0274 - The Contractor shall update the Provider Credentialing Portal Provider profile with the results for each Revalidation verification data element, date, and source as well as the Credentialing Committee' s Revalidation final determination. The Provider profile must also reflect the Credentialing Committee' s final determination on the Re-validation status, date and whether or not PECOS data is used in the process. 	Yes

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			Does the reference to PSV in these requirements reference screening verifications only? (The Medicaid Provider Enrollment Compendium suggests that state Medicaid agencies can rely on PECOS for screening, but not credentialing verifications such as education, training and certifications.)	
7	Attachment F – Requirements Matrix, Requirement NC0306-NC0308, Payment Processing	Tab 2 – NC -Specific PDM-CVO Requirements	<p>Related to the following requirements:</p> <ul style="list-style-type: none"> · NC0306 - The Contractor shall provide the capability to electronically submit transactions to the State approved electronic payment system with unique identifiers to support financial posting and settlements. · NC0308 - The Contractor shall provide the capability to systematically respond to the payment status based on state business rules. <p>Does the state have a current or intended payment processor? Or is the contractor expected to act as a payment processor?</p>	The Department uses PayPoint as the payment processor.
8	Attachment F – Requirements Matrix, Requirement NC0294 Ownership Verification	Tab 2 – NC -Specific PDM-CVO Requirements	<p>Requirement NC0294 states “The Contractor shall provide capability to capture and verify provider ownership with the NC business licensure board function as performed with the North Carolina Secretary of State.”</p> <p>1. What information will be electronically available from the Secretary of State to match to provider and owner records? (Tax IDs or other identifiers in addition to names)</p> <p>2. Would this verification be waived for out of state providers?</p>	Requirement NC0294 will be modified to remove reference to the North Carolina Secretary of State: “The Contractor shall provide capability to capture and verify provider ownership with the NC business licensure board function.” 1. Secretary of State ID number, business name, business type, addresses, documents filed with the Secretary of State that also reflect this information including but not limited to names of the President, Vice President, etc. 2. This verification would not be waived for out of state providers; however, you may utilize ownership verification in PECOS if verification with the out-of-state business licensure board cannot be obtained.
9	Attachment F – Requirements Matrix, Requirement NC0287, NC0288, NC0290	Tab 2 – NC -Specific PDM-CVO Requirements	<p>Related to the following requirements:</p> <ul style="list-style-type: none"> · NC0287 - The Contractor’s solution shall provide the capability to automatically deny a provider-initiated Change Request, Enrollment, Re-enrollment, or Revalidation application for not passing if the provider fails the Federal site visit. · NC0288 - The Contractor’s solution shall provide the capability to automatically deny a provider-initiated Change Request, Enrollment, Re-enrollment, and Revalidation application if the provider fails to pay the Federal fee. 	Yes

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			<p>· NC0290 - The Contractor shall provide the capability to automatically deny an initial enrollment application if the provider fails the required training.</p>	
			<p>Is it the intent of the state for automatic denials to be issued with no review by state or PDM/CVO staff?</p>	
10	Attachment F – Requirements Matrix, Requirement NCO160	Tab 2 – NC -Specific PDM-CVO Requirements	<p>Requirement NCO160 states “The Contractor shall obtain the “Authority of Release of Information” form from individual providers/provider entities and any individual with a 5% or more direct or indirect ownership in a provider entity.”</p>	No
			<p>Will State be using CAQH for credentialing application gathering?</p>	
11	Attachment F – Requirements Matrix, Requirement NCO237	Tab 2 – NC -Specific PDM-CVO Requirements	<p>Requirement 160 states “The Contractor shall provide workflows that allow for attestations in managed care programs such as for AMH, CIN, LPE including provider credentialed by a delegated entity.”</p>	<p>Providers currently apply for NC Medicaid participation through an electronic enrollment application that includes a request for participation in the State's Primary Care Case Management option for Fee-for-Service Medicaid, Carolina ACCESS. Carolina ACCESS serves as the gatekeeper for the Advanced Medical Home (AMH) program available in managed care. The AMH program has multiple levels of participation and allows providers to attest to meeting the criteria for a higher tier through an electronic worksheet wherein providers respond to multiple choice and free text questions. The system automatically approves/denies the higher tier based on affirmative responses. AMH providers may contract with a Clinically Integrated Network (CIN) to meet that higher level (tier) criteria. Although CINs may be required to register in NC Medicaid’s provider enrollment system in the future, the contract is between the AMH provider and the CIN. There is no direct contract between NC Medicaid and the CIN for the provision of services. Lead Pilot Entities (LPEs) will establish, manage, and oversee a network of human services organizations (HSOs) that will deliver the non-medical interventions to high-risk Medicaid beneficiaries in their geographic area. Like managed care PHPs, LPEs will become part of the provider enrollment database. Lastly, the PDMVCO solution must also establish a process to accept/ingest delegated credentialing enrollment. Delegated credentialing is a process wherein NC’s large hospital systems and practices may conduct their own provider credentialing and enrollment activities following NC Medicaid’s criteria and with oversight by the CVO.</p>
			<p>Can the state further elaborate on this requirement? Any additional detail we can gather around the state's expectations would be appreciated.</p>	
12	Attachment F – Requirements Matrix, NC0514	RTM	<p>Requirement NC0514 states “The contractor shall collaborate with the Department and the SI contractor to optimize and migrate legacy NCTracks Pharmacy Benefits Management-related functionality to the MES Pharmacy Benefits Management solution, as directed by the Department.”</p>	Yes
			<p>Will the State please confirm that its intention was to include this requirement in the Scope for the PDM/CVO solicitation?</p>	

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13	Attachment F – Requirements Matrix, NC0515	RTM	<p>Requirement NC0515 states “The contractor shall collaborate with the Department and the SI contractor to optimize and migrate legacy NCTracks Financial Management-related functionality and data to the MES Financial Management solution, as directed by the Department.”</p> <p>Will the State please confirm that its intention was to include this requirement in the Scope for the PDM/CVO solicitation?</p>	Yes
14	Attachment F – Requirements Matrix, NC0516	RTM	<p>Requirement NC0516 states “The contractor shall collaborate with the Department and the SI contractor to optimize and migrate legacy NCTracks Encounter Processing-related functionality and data to the MES Encounter Processing solution, as directed by the Department.”</p> <p>Will the State please confirm that its intention was to include this requirement in the Scope for the PDM/CVO solicitation?</p>	Yes
15	Attachment F – Requirements Matrix, NC0517	RTM	<p>Requirement NC0517 states “Will the State please confirm that its intention was to include this requirement in the Scope for the PDM/CVO solicitation?”</p> <p>The contractor shall collaborate with the Department and the SI contractor to optimize and migrate legacy NCTracks Operations Management-related functionality and data to the MES Operations Management solution, as directed by the Department.”</p> <p>Will the State please confirm that its intention was to include this requirement in the Scope for the PDM/CVO solicitation?</p>	Yes
16	Attachment F – Requirements Matrix, NC0518	RTM	<p>Requirement NC0518 states “The contractor shall collaborate with the Department and the SI contractor to optimize and migrate legacy Plan Management-related functionality and data to the MES Plan Management solution, as directed by the Department.”</p> <p>Will the State please confirm that its intention was to include this requirement in the Scope for the PDM/CVO solicitation?</p>	Yes

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17	Attachment F – Requirements Matrix, NC0519	RTM	Requirement NC0519 states “The contractor shall collaborate with the Department and the SI contractor to optimize and migrate legacy NCAalytics-related functionality and data to the MES Decision Support System solution, as directed by the Department.”	Yes
			Will the State please confirm that its intention was to include this requirement in the Scope for the PDM/CVO solicitation?	
18	Attachment F – Requirements Matrix, NC0520	RTM	Requirement NC0520 states “The contractor shall collaborate with the Department and the SI contractor to optimize and migrate legacy NCTracks Pharmacy Benefits Management-related functionality to the MES Pharmacy Benefits Management solution, as directed by the Department.”	Yes
			Will the State please confirm that its intention was to include this requirement in the Scope for the PDM/CVO solicitation?	
19	Attachment F – Requirements Matrix, NC0521	RTM	Requirement NC0521 states “during all integration transition periods, the vendor will assure that the formats, frequency and quality of data exchanges to and from existing components will be continued until full integration is achieved.”	Yes
			Will the State please confirm that its intention was to include this requirement in the Scope for the PDM/CVO solicitation?	
20	Appendix F Requirements Matrix	SLA81, NC0158 and NC0194	The NC0194 abandon rate of one (1) percent appears to conflict with the Appendix H / SLA81, which states abandoned calls shall not exceed 5% per day.	Abandoned rate shall not exceed 5%. NC0194 will be updated to align with this.
			Attachment F NC0158 also states call abandonment of no more than 5%.	
			Can you please clarify what the correct measure(s) is/are for abandoned calls for these three separate, but related provisions?	
21	Attachment F Requirements Matrix	NC0158 and NC0193	NC0193 states 90% of all phone calls are not on hold for more than 60 seconds. Attachment F NC0158 states 95% of calls during business hours must be answered within 30 seconds.	95% of calls must be answered within 30 seconds. Once calls are answered, 90% of those calls should not be on hold for more than 60 seconds.
			Can you please clarify the correct measure for the answer rate and seconds?	

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22	Attachment F Requirements Matrix, Key Resources and Attachment H Resource Allocation Schedules	Tab 2 NC Specific PDM/CVO requirements and Sched E - FTEs by Phase	There appear to be discrepancies between the key resources identified in Attachment F and the resources listed in Attachment H. For example, the roles of Deputy Account Director, Change Manager, Implementation Manager, Business Operations Manager, and On-site Manager are all listed in Attachment F as key resources that the vendor "must designate." However, these roles do not appear on Attachment H Resource Allocation Schedules.	Attachment F (Requirements Matrix) is the correct list. Attachment H (Resource Allocation) should be updated to match Attachment F.
			Will the State please clarify which key resources are required?	
23	Attachment F Requirements Matrix	NC0158	In order to provide the State with the lowest cost solution, will the State consider the requirement for a "live" answer to be met by an automated answer provided during normal business hours?	No
24	Attachment F Requirements Matrix	NC0177 & NC0182	Per NC0177, is the vendor to supply the Medical Director to chair the Credentialing Committee? If yes, will the State confirm that the Medical Director will not be a voting member of the Credentialing Committee, per NC0182?	Yes, the vendor will supply the Medical Director and that position is a voting member of the Credentials Committee. The Medical Director shall vote as an independent professional, not in his capacity as an employee of the vendor. Requirement NC01982 is amended to accommodate this change.
25	Attachment F Requirements Matrix	NC0464	"The Contractor shall provide a process for requesting on-site support during special circumstances."	The contractor is expected to provide the staff necessary to resolve all difficult and advanced issues. Such issues include resolution of software / technical platform issues, as well as resolution of business operations issues. In special circumstances, this may include the need for onsite support. This requirement requests that the contractor provide the Department with a plan for requesting the deployment of staff to the State's offices, as required by the Department.
			Can the State clarify what kind of on-site support the Contractor would need to provide and under what circumstances? What is the turnaround time for that on-site support?	
26	Attachment F Requirements Matrix	NC0466	"The Contractor shall provide secure, on-line role-based access for inquiries, reporting, updates and submissions to the platform for authorized users."	Please refer to PDM/CVO Statistical Table provided in Addendum Number 1.
			Can the State clarify the number of authorized users who will need access?	
27	Attachment F Requirements Matrix	NC0467	"The Contractor shall provide support responsible for handling difficult or advanced problems via the Contractor's Operational Support Team. This support might include providing solutions to new or unknown issues."	Yes
			Can the State clarify if this requirement pertains to the Contractor's solution?	
28	Attachment F Requirements Matrix	NC0469	"The Contractor shall provide the capability for the Department to easily access Technical Support logs and statistics."	Please refer to PDM/CVO Statistical Table provided in Addendum Number 1.

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			Can the State clarify how many Department users would need access to the Technical Support logs and statistics?	
29	Attachment F Requirements Matrix	NC0474	<p>"The Contractor shall be responsible and accountable for resolving all service disruptions."</p> <p>Can the State clarify if this requirement pertains to the Contractor's solution?</p>	Yes
30	Attachment F Requirements Matrix	NC0476	<p>"All defects and service disruptions must be resolved at no additional cost to the Department, unless agreed to by the Department"</p> <p>Can the State clarify if this requirement pertains to the Contractor's solution?</p>	Yes
31	Attachment F Requirements Matrix	NC0511	<p>"The contractor shall collaborate with the Department and the SI contractor to optimize and migrate legacy NCTracks and NCAalytics integrations to the MES modules, as those modules are developed, as directed by the Department."</p> <p>Can the State clarify if the contractor should include the cost to integrate to the legacy system and then to the MES within the fixed price?</p>	Yes
32	Attachment F Requirements Matrix	NC0291	<p>Please provide additional information about the Provider Permission Matrix.</p> <p>1. How is the vendor to utilize the matrix?</p> <p>2. What data is housed in the matrix?</p> <p>3. Who maintains the matrix?</p>	1. The Contractor must utilize the PPM as a source for data input and data credentialing. 2. The current PPM can be located https://www.nctracks.nc.gov/content/public/providers/provider-enrollment.html . 3. The Contractor will be responsible for maintaining the information from the PPM matrix on its application.
33	Attachment F Requirements Matrix	NC0245	How many different "delegated credentialing entities" will need to be accommodated for?	The Department estimates a minimum of four delegated credentialing entities; however, the actual maximum number has not been determined.
34	Attachment F Requirements Matrix	NC0158 and NC0194	<p>NC0158 states:</p> <p>"The Contractor's call center shall adhere to the following performance metrics:</p> <p>i. Call abandonment rate no greater than 5%."</p> <p>NC0194 states:</p> <p>"The Contractor (DDI and Operations Phases) shall provide sufficient staff and phone lines for all call centers and help desks so that less than one (1) percent of all phone calls are abandoned, dropped, or receive a busy signal."</p>	See response to Question #20.

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			The requirements NC0158 and NC0194 seems to be in conflict. Can the State please clarify to which requirement the contractor will be held?	
35	Attachment F Requirements Matrix	NC0239	<p>The requirement states: The Contractor's solution must have the flexibility to quickly accept new and incremental data items from module components required by the ongoing component, product, or service integrations with System Integrator (SI) and other State approved contractor solutions (MES modules) in real time transactions.</p> <p>Can the State specify the type of new and incremental data that might be expected.</p> <p>Can the State provide a list of the component modules</p>	<p>1. We don't have that information at this time. documentation for Medicaid Modules.</p> <p>2. Refer to CMS MITA</p>
36	Attachment F Requirements Matrix	NC0241	<p>The requirement states: Manages provider data reconciliation from external sources and MIMS systems.</p> <p>Can the State provide a list of External sources referenced in this Requirement?</p>	The contractor shall be responsible for ensuring data integrity across the PDM/CVO solution. This requirement notes that such data integrity will include data from other systems. This includes data from external sources (e.g., provider screening data sources) and data from other MES (MIMS) modules (e.g., Pharmacy, Finance, FFS Claims Processing, Decision Support System).
37	Attachment F Requirements Matrix	NC0525	<p>The specification states: The System Integration Platform must be used for centralized Enterprise Content Management (ECM).</p> <p>Can the State clarify if the ECM is an existing repository that the solution will need to integrate via SIP or is the Contractor expected to include ECM in its solution?</p>	The Contractor is expected to include ECM in its solution.
38	Attachment F Requirements Matrix	NC0392	<p>Requirement states: The Contractor's solution shall derive or capture information to set and display custom indicators on a provider's record as defined by the Department.</p> <p>Can the State give an example or list of custom indicators?</p>	Indicators would be used to identify the following types of providers: Advanced Medical Home; Tribal Provider; State Operated Facility; Free and Charitable Clinic; Federally Qualified Health Center; Local Health Department; Rural Health Center; North Carolina Veterans Home. NOTE: This is not an all-inclusive list.
39	Attachment F Requirements Matrix	NC0163	<p>The requirement states: "The Contractor shall subcontract with a NCDHHS-approved vendor certified by the National Committee for Quality Assurance (NCQA) as necessary to satisfy the requirements of State and federal law with regard to their CVO services."</p> <p>Can the State please clarify what portions of the RFP must be subcontracted to a NCDHHS-approved vendor certified by NCQA?</p>	All components of the CVO would need to be NCQA certified. The components of the PDM do not.

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			<p>For instance, is the scope of services requiring such subcontracting limited to those Requirements in Attachment F that fall within only one of the following three (3) Detailed Classifications:</p> <p>1. Contractor-run CVO – Business Process;</p> <p>2. CVO; and</p> <p>3. CVO – Delegated Contracting?</p>	
40	Attachment F Requirements Matrix	NC0233	Can you provide an estimate on the number of delegated entities the Contractor will be expected to oversee?	Please refer to PDM/CVO Statistical Table provided in Addendum Number 1.
41	Attachment F	NCO333	<p>Requirement states: "The Contractor shall generate a public facing Provider Permission Matrix report accessible from the public portal for provider reference."</p> <p>Can the State clarify if this is a downloadable file or is it expected to be a table viewable online for Provider reference?</p>	Either is acceptable
42	Attachment F Requirements Matrix	NCO324	<p>The requirement states: "The Contractor's solution shall support the Provider Directory API data exchange for provider data to require at minimum the CMS required fields and list the NC specific data."</p> <p>Can the State confirm that this is the CMS requirement for Provider Directory based on CMS-9115-F rule?</p>	Yes, the provider directory is based on the CMS Final rule.
43	Attachment F Requirements Matrix	NCO332	<p>Requirement states: "The Contractor shall configure and/or customize the software platform it uses to manage the credentialing and enrollment process. Such configuration/customization will be made in accordance with the needs of the State, PHPs, and the Credentialing Committee."</p> <p>Does the State support an approach to have custom/configuration time per year to support unknown requirements across the life of the contract?</p>	Yes
44	Attachment F Requirements Matrix	NCO255	<p>Requirement states: "The Contractor must have the capability to Multi-Tenant Separate Data Requirements. Standalone is required for Security."</p> <p>Can the State clarify the Standalone is required for Security statement?</p>	This Is a common security requirement for MMIS solutions. Multi-tenant solutions (usually Cloud-based) store the data from multiple customers in a single repository. North Carolina requires that its PDM/CVO data be stored in secure isolation from the data stores of other customers.

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45	Attachment F Requirements Matrix	NCO509	Specification states: "During the early stages of PDM/CVO production operations, the contractor's solution shall integrate with the legacy NCTracks platform, via SI integration, as directed by the Department." Can the State provide information about the legacy NC Tracks platform to understand effort to do the integration	Yes
46	Attachment F Requirements Matrix	NC0314	Requirement states: "The Contractor shall maintain the DSH, and Operation Indicators in NC Tracks based on division direction." Will the State clarify this requirement with by providing more details?	State has a DSH Indicator on the provider record that we (DHB) maintain via File Maintenance Requests and send updates annually. This identified those in-state and out of state hospitals that qualify annually for Medicaid disproportionate share hospital payments. The indicator for in-state is primarily for stakeholder use and identification. The indicator on out-of-state hospitals is a pricing element to pay out-of-state DSH per the NC State Plan.
47	Attachment F Requirements Matrix	NCO336	Can the State clarify what is meant by Integration Schedule and activities? Are the reported activities batch job activities or something else?	The Integration Schedule is the monitoring for all inbound and outbound jobs and transactions, batch, and real time.
48	Attachment F_ Requirement Matrix		Please provide the volume of Medical services provider who has NPI and Atypical providers who do not have NPI by Provider Type & Specialty.	Please refer to PDM/CVO Statistical Table provided in Addendum Number 1.
49	Attachment F_ Requirement Matrix		Please provide the practitioner and facilities credentialing volume per year, number of delegated entities per year and number of pre-delegation NCQA audits per year.	Please refer to PDM/CVO Statistical Table provided in Addendum Number 1.
50	Attachment F_ Requirement Matrix, Requirement ID NC0316		Requirement language from NC0316 talks about providing environment access to Members. Please confirm that Medicaid Members do not need access to any PDM/CVO functionality.	Medicaid members will not have access to the PDMCVO functionally only the public facing provider directory.
51	Attachment F_ Requirement Matrix, Requirement ID NC0438		The requirement specifies the external audit against NC Department IT Security Policy and Standards. Please confirm that an external audit against federal standards such as MARS-E or NIST 800-53 is acceptable for this requirement.	External vendor assessment using NIST 800-53 Rev5 overlay with HIPAA controls / MARS-E is acceptable. However, State has the right to reject the external vendor assessment report if it doesn't provide a detailed assessment report.
52	Attachment F_ Requirement Matrix, Requirement ID NC0440		Please confirm that the administrative accounts are for monitoring or viewing purposes only. If this is not correct, please clarify what level of access is expected for these administrative accounts.	Yes. Primarily for continuous monitoring or viewing.
53	Attachment F_ Requirement Matrix, Requirement ID NC0031, NC0458		Requirements NC0031 and NC0458 appear to limit work locations to the continental United States. NASPO Requirement KR01 and Appendix R indicate that using near or off-shore resources is permissible. Please confirm that near and off-shore resources can be used.	From the Privacy & Security perspective, the vendor can't access NC Data from off-shore locations, but the vendor team members can work from off-shore locations with the prior approvals from the state.

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54	Appendix H Performance Standards	SLA62	What is the estimated required number of concurrent users?	Please refer to PDM/CVO Statistical Table provided in Addendum Number 1.
55	Appendix H Performance Standards	SLA63	SLA63 identifies vulnerabilities and patching, critical is used as a common category and 'major' is mentioned outside of the National Vulnerabilities Database categorization. Is there documentation regarding what the Department considers "major" and "critical" versus NVD High, Medium, Low?	Please refer to the state security policies as given in the Agency Terms and Conditions.
56	Appendix H Performance Standards	SLA63	SLA63 states the Department will determine the level of criticality in consultation with the Contractor. Is there a document that identifies process or systems operations and applications which are of a critical nature?	The vendor will describe their method for identifying the criticality of systems and processes in their response to Requirement NC0551. (Jay)
57	Appendix H Performance Standards	SLA81	What is the estimated number of calls per day?	Please refer to PDM/CVO Statistical Table provided in Addendum Number 1.
58	Appendix H Performance Standards	SLA92	Can you please provide monthly call volumes and email volumes for the past 12 months of B notice outreach calls and emails made for the purposes of estimating staffing?	Please refer to PDM/CVO Statistical Table provided in Addendum Number 1.
59	Appendix H Performance Standards	SLA113	SLA113 identifies the security audit failure corrective action plan must be completed within 5 business days of the scheduled completion that was previously documented. Is the Department implying that in the event a scheduled corrective action plan is completed with 6 days or greater it is considered out of SLA	SLA113 has been updated.
60	Attachment G – Pricing Schedule	NA	What is the de-duplicated number of providers for North Carolina that will be used to generate total price? Of these providers, what is the number expected to require credentialing in addition to screening.	Please refer to PDM/CVO Statistical Table provided in Addendum Number 1.
61	Attachment G – Pricing Schedule	NA	Are Vendors expected to fill out pricing only for the group aligning with North Carolina?	Yes, pricing is expected for all providers serving the North Carolina population.
62	Attachment G – Pricing Schedule	NA	For these pricing sheets, will a Vendor defined COLA be used instead of the CPIU approach taken with the original NASPO bids?	The state intends to use the NASPO COLA approach, and bis pricing should be structured that way for evaluation purposes. The state will consider proposed amendments to the formula during contract negotiations with vendors.
63	Attachment G – Pricing Schedule, Schedule E – Resource Hourly Rates	NA	In Attachment G – Pricing Schedules, Schedule E – Resource Hourly Rates, can the roles be modified by the Contractor?	Yes

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64	Attachment G – Pricing Schedule	NA	We assume that we will be able to adjust the NASPO pricing currently posed on the NASPO website and provide that within the schedules and provide pricing for the scope in this Participating Addendum in a separate pricing table.	Yes
65	Attachment G – Pricing Schedule	Schedule B	Is the Offeror to populate Schedule B? How does the 65K providers noted in the instructions relate to Schedules F1, G1, and H1?	The vendor must populate schedule B. Populate schedules F1, G1 and H1 as if we are expecting 96,000 unduplicated providers.
66	Attachment G – Pricing Schedule	Schedule E	Should the operations phase rates represent year 1 operations only? How will COLA adjustments to operations resource rates for subsequent years be accounted for?	We will assume the COLA percentage in schedules F1, G1 and H1 applies to each year of operations, adjusting each year from the previous year.
67	Attachment G – Pricing Schedule	General	Will the evaluated price be on the Base + Option years or just Base (DDI + 4 Operations)?	Evaluation will be for the base plus 7 years of operations
68	General	NA	Please describe the approach and evaluation criteria the state will use in making this decision?	<p>EVALUATION CRITERIA</p> <p>Evaluation shall include best value, as the term is defined in N.C.G.S. § 143-135.9(a)(1), compliance with information technology project management policies as defined by N.C.G.S. §143B-1340, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation. The following Evaluation Criteria are listed in Order of Importance.</p> <p>a) Substantial Conformity to all Technical and Management Specifications of this RFP</p> <p>b) Corporate background and experience, and strength of references (see Attachment H: References), relevant or material to technology area(s) or Specifications.- The Vendor may be disqualified from any evaluation or award if the Vendor or any Key Personnel proposed (see Attachment K: Vendor Key Personnel), has previously failed to perform satisfactorily during the performance of any contract with the State (e.g., unresolved vendor complaint forms on file with the State or contracts terminated for default) or violated the rules or statutes applicable to public bidding in the State</p> <p>c) Cost: Total Cost of Ownership in the formatted cost tables provided in this RFP.</p>
69	General	NA	Please describe if there will be a down select of vendors prior to Orals/ Product Demonstrations?	Yes
70	General	NA	Will the state provide a four-week extension?	The state agrees to a two-week extension, with vendor responses due December 3rd.
71	General	NA	In order for the vendor community to provide a thorough response to the requirement changes which NCDHHS has made as part of the Participating Addendum, would the State consider extending the Deadline for Receipt of Responses to December 15, 2021?	The state agrees to a two-week extension, with vendor responses due December 3rd.

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72	North Carolina Department of Health and Human Services Secure Email Notification	Estimated Timeline	The secure email notifying vendors of this procurement indicates a proposal due date of 11/15/21. Will the State please extend the due date by three weeks? This will allow vendors adequate time to review the State's response to vendor questions when posted, accurately scope, and price their solutions, and provide the State with the most advantageous and cost-effective proposals.	The state agrees to a two-week extension, with vendor responses due December 3rd.
73	Proposal Cover Email	Pg. 2: Estimated Timeline	Will the state consider extending the RFP deadline by 30 days? The state can still keep the Oral deadline to meet the currently proposed award schedule. The current deadline is very short and assumes updated response to the existing NASPO proposal. However, state is asking for new responses to more than 600 new or modified requirements and more than a dozen new extensive proposal deliverables such as DRD, TASD etc.	The state agrees to a two-week extension, with vendor responses due December 3rd.
74	Proposal Cover Email	Pg. 2: Estimated Timeline	Given the breadth of the RFP more time is required to review the RFP. Will the state consider another round of questions and answers beyond the October 19 th deadline?	No additional questions will be permitted.
75	General	N/A – Entire PA	For the requested redlined copy of the PA, please confirm redlines should be limited to changes to the terms and conditions only; and bidders should not "fill out" the PA with any contact information in the various spaces provided.	Vendors should edit administrative sections of the PA in which information is available. If certain contact information has yet to be determined, the Vendor can note that with a comment. Proposed changes to the requirements, specifications or legal terms and conditions will not be considered.
76	General	N/A – Entire PA	In light of the changing COVID pandemic, does the State envision all work to be performed remotely? Or, would there be onsite work required? Please advise/clarify, including which roles would be expected to be onsite.	The state has a robust capability to allow for remote work. Onsite work may be required for a small number of meetings, and when onsite work is the best method to handle a particular task. If the vendor falls behind an agreed schedule or is placed on a corrective action plan, the state reserves the right to require onsite work until the schedule or corrective action plans are resolved.
77	N/A	N/A	Can the State please provide monthly site visit volumes for the last 12 months for the purposes of estimating staffing?	Please refer to PDM/CVO Statistical Table provided in Addendum Number 1.
78	N/A	N/A	Can the State please provide monthly call volumes for the last 12 months for provider enrollment related contact center inbound and outbound calls.	Please refer to PDM/CVO Statistical Table provided in Addendum Number 1.
79	N/A	N/A	Will the State please provide the average handle time (including after call work [ACW]) for those calls by month for the purposes of estimating staffing?	The average handle time is not tracked in the state's existing system.

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80	N/A	N/A	Can the State please provide monthly enrollment, revalidations, and provider maintenance volumes for the last 12 months by provider type for the purposes of estimating staffing?	Please refer to PDM/CVO Statistical Table provided in Addendum Number 1.
81	Participating Entity Modifications or Additions to the Master Agreement	General	Will the order of precedence of documents for those provisions untouched or remaining in the MSA continue as stated in the MSA?	Yes, anything in the MSA that is not altered by the PA will remain as stated in the MSA. For avoidance of doubt, the PA has precedence over the MSA.
82	N/A	N/A	Please clarify whether an Offeror should include a proposed markup of the Modifications and Additions to the Master Agreement in its bid response or whether the State will negotiate such changes with the apparently successful Offeror where that Offeror includes a desire to negotiate such changes as part of its bid response.	See response to question #75
83	N/A	N/A	Where is the Proposal Execution Page?	The "Proposal Execution Page" direction was inadvertently left in the State Certification addendum. This can be disregarded.
84	Introduction	Page 3	Does the CVO need to be NCQA certified? Since NCQA certified CVO requirements are new and not part of existing NASPO requirements, will the state allow subcontracting to NCQA certified CVO to meet these requirements?	Yes, the CVO requirements need to be NCQA certified and may be subcontracted by the awarded vendor. Please refer to the terms and conditions in the PA for required approvals to utilize subcontractors.
85	N/A	Proposal Content, page 6 and	Please clarify Appendix numbering for the Pricing Schedules.	There was a typo in the proposal content section. Appendix E is correct for the Pricing Schedule.
86	3	Page 6	Page 6 of the Participating Addendum (PA) lists the order in which proposal content should be provided. However, the redlined PA is not on this list. Should bidders place the redlined PA at the back of their response?	The PA can be added to the beginning of the proposal content.
87	3	Page 6	For submitting the 20 response sections required, does the State wish these to be returned as individual attachments, kept completely within the PA, or should bidders use their proposal template to create individual sections wherein each attachment is provided?	The consolidated proposal template is the preferred method of response.
88	5.a. & Attachment G	Page 9	Page 9 of the PA indicates the base contract period is for 5 years with a 2 year extension available and a total length not to exceed 10 years. However, the Pricing Schedules in Attachment G provide lines for 4 base contract years and 5 years of extensions for a total of 9 years. Please advise if a new Attachment G will be provided to fix this discrepancy.	Please complete the existing attachment G for seven years, leaving years 8 and 9 blank in all the tabs (F-2, G-2, H-2). Any entries made for years 8 and 9 will be ignored in vendor evaluation.

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89	Participating Entity Modifications and Additions to the Master Agreement	Page 9	The State has proposed several modifications and additions to the Master Agreement, including changes to the scope of work that is set forth in the Master Agreement for a Provider Management/CVO module. NASPO envisions that if a Participating State elects to use NASPO and the Master Agreement but proposes modifications and additions, that the successful Contractor would be permitted to negotiate mutually acceptable changes to such modifications and additions as well as the pricing associated with those changes. Those changes may include alternative wording that a Participating State may find advantageous and/or helpful in both clarifying scope and removing inconsistencies.	This is not a question.
90	5.j.	Page 11	Page 11 of the PA notes "Approved Resumes for Key Personnel". Please confirm resumes are to be provided for review during contracting and are not required as part of the submission materials.	Confirmed
91	Master Agreement	Page 41	41)3)D) Personnel states that: "Vendor shall be solely responsible for acquiring any equipment, furniture and office space not furnished by the State necessary for the Vendor to comply with the Agreement." What equipment, furniture, and office space will the State provide? If the State is providing office space, what is the size, location, estimated number of seats, and any other pertinent details about the space?	No equipment, furniture or office space will be provided by the state.
92		Participating Addendum, page 47	In the Proposal Content, it is listed as Appendix F but it is listed as Appendix E in the Participating Addendum.	See response to question #85
93	Appendix E	47	How many providers that will be subject to the scope of work of this procurement are currently enrolled in North Carolina? How many new provider enrollments are received annually?	Please refer to PDM/CVO Statistical Table provided in Addendum Number 1.
94	Attachment H – Resource Allocation Schedule	NA	In Attachment H – Resource Allocation Schedule, can the roles be modified by the Contractor?	Yes
95	Appendix L Technology Matrix	Page 55	The State has specified a mandatory requirement regarding references that is stated as follows: "The Vendor shall provide three (3) references of customers utilizing the proposed solution fully implemented in a setting similar to this solicitation's scope of work."	The Vendor shall provide three (3) references of customers utilizing the proposed solution fully implemented in a setting similar to this solicitation's scope of work. If not available, provide three (3) references of customers utilizing vendor solutions that are similar in setting and nature to this solicitation's scope of work.

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			<p>The foregoing requirement may be met by likely one (1) and possibly two (2) vendors who have been awarded NASPO based provider management contracts. As a result, the State may inadvertently experience the following:</p> <p>1. Reduced competition by limiting number of bidders;</p> <p>2. Higher pricing than would otherwise be the case with more robust competition; and</p> <p>3. Solutions that may not reflect more modern, COTS based solutions from innovative vendors that CMS has promoted and NASPO was designed to promote.</p> <p>The State is using the NASPO Participating Addendum. NASPO qualified six vendors as competent to provide these services and did not envision that there would be an additional mandatory reference requirement for submission of a bid to a participating state.</p> <p>To avoid inadvertent consequences that limit competition, increase pricing, and reduce innovation, while being consistent with NASPO, will the State consider accepting references for either the proposed or a similar solution that has been implemented prior to or shortly after the proposal due date?</p>	
96	Proposal Content and Organization, 3. h. Completed and signed version of Appendix M: Financial Review Form and Appendix M	Instructions, page 7 and Page 56-57 Appendix M – Financial Review	<p>The submission instructions indicate “h. Completed and signed version of Appendix M: Financial Review Form”</p> <p>Appendix M – Financial Review is required to be signed, but there is no signature block or instructions in Appendix. M (pages 56 – 57).</p> <p>Please confirm the approach related to submitting a signature.</p>	The signature requirement for this section will be accomplished once the Participating Addendum has been signed. By signing the Participating Addendum, Vendor certifies that the information provided in response to the Participating Addendum is true to the best of its information and belief. Vendor agrees to notify Department of any changes to the information provided that arise prior to award of any Contract resulting from the Participating Addendum. For avoidance of doubt, the PA does not need to be signed until it has been finalized.
97	Appendix N- Disclosure of Litigation	58	<p>Appendix N- Disclosure of Litigation and Criminal Conviction is required to be signed, but there is no signature box.</p> <p>Please confirm that signing the Participating Addendum is fulfills the signature required for Appendix N.</p>	Signature block will be added.

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98	o. Completed Appendix T: Vendor Readiness Assessment Report (V.R.A.R.)	Instructions, page 7 and Page 70 Appendix T – Vendor Readiness Assessment Report	The submission instructions on page 7 are to complete this form.	Signature block will be added.
			“o. Completed Appendix T: Vendor Readiness Assessment Report (V.R.A.R.)” The link on page 70 to the V.R.A.R. contains a signature page for the Organization's Security Representative or designee.	
			Please confirm this form does not need to be signed.	
99	Appendix W – Federal Certifications	75	After the signature line, there is a statement, “[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]”	Please reference response to question #83
100	PDM-CVO Participating Addendum	Page 85	The Participating Addendum states that the System Integration Platform (SIP) is being configured and setup to run in the cloud. Which cloud (e.g., Azure, AWS, Google) is North Carolina targeting for the SIP to be deployed?	AWS
101	Attachment Y	Page 89	Will the State consider a performance monitoring tool that can integrate with New Relic as an acceptable alternative?	Yes
102	Attachment Y - System Integration Platform Core Capabilities	93	The Disclosure of Lobbying Activities form is repeated, appearing in Appendix W- Federal Certifications, page 82 and again in Attachment Y - System Integration Platform Core Capabilities, Page 93.	This is only required to be completed once. Vendors may disregard the duplication in Attachment Y.
			Please indicate if one will be eliminated.	
103	Attachment Z	Page 95	Does the state require or prefer the vendor PDM module to have existing CMS certification?	This is not required.
104	N/A	Appendix Q	The Participating Addendum indicates that Appendix Q (Attachment O Business Associate Agreement) must be completed and signed. Please confirm that the Business Associate Agreement must be completed and signed after contract award and not submitted with the proposal.	It is confirmed that the BAA must be signed with the vendor's proposal and not at contract award

End of Agency Response to Vendor Questions

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4. FOLLOWING ARE THE AMENDMENTS MADE TO THE BID PACKAGE MATERIALS:

Amendment #	Amendment Type	Document	Section/Requirement Number if Applicable	Original Language	New Language/Change
1	Language Change	Participating Addendum	Proposal Content and Organization	Completed Appendix F. Pricing Schedule (Attachment G)	Completed Appendix E. Pricing Schedule (Attachment G)
2	Language Addition	Participating Addendum	Appendix N	N/A	Signature block added.
3	Language Subtraction	Participating Addendum	Appendix W	[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]	Removed Original Language
4	Language Addition	Participating Addendum	Participating Entity Modifications or Additions to the Master Agreement	N/A	<p>I. EVALUATION CRITERIA Evaluation shall include best value, as the term is defined in N.C.G.S. § 143-135.9(a)(1), compliance with information technology project management policies as defined by N.C.G.S. §143B-1340, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation. The following Evaluation Criteria are listed in Order of Importance.</p> <p>1) Substantial Conformity to all Technical and Management Specifications of this RFP</p> <p>2) Corporate background and experience, and strength of references (see Appendix L: Vendor References and Past Performance), relevant or material to technology area(s) or Specifications.- The Vendor may be disqualified from any evaluation or award if the Vendor or any Key Personnel proposed has previously failed to perform satisfactorily during the performance of any contract with the State (e.g., unresolved vendor complaint forms on file with the State or contracts terminated for default) or violated rules or statutes applicable to public bidding in the State</p> <p>3) Cost: Total Cost of Ownership in the formatted cost tables provided in this RFP.</p>

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5	Language Addition	Participating Addendum	Appendix R	N/A	Signature block added.
6	Language Change	Participating Addendum	Proposal Content and Organization	Completed and signed version of Appendix M: Financial Review Form	Completed version of Appendix M: Financial Review Form
7	Language Deletion	Participating Addendum	Appendix Y	Disclosure of Lobbying Activities	Removed Disclosure of Lobbying Activities. Replaced with RESERVED.
8	Language Change	Participating Addendum	Proposal Content and Organization	<p>a. Completed Appendix E. Pricing Schedule (Attachment G)</p> <p>b. Completed Appendix G. Revised Requirements Matrix (Attachment F)</p> <p>c. Completed Appendix H. Revised Performance Standards (Attachment J)</p> <p>d. Completed Appendix I. Resource Allocation Schedule (Attachment H)</p> <p>e. Completed Appendix J. Technology Matrix (Attachment L)</p> <p>f. Completed Appendix K: Description of Offeror</p> <p>g. Completed Appendix L: Vendor References / Past Performance</p> <p>h. Completed and signed version of Appendix M: Financial Review Form</p> <p>i. Completed and signed version of Appendix N: Disclosure of Litigation and Criminal Convictions</p> <p>j. Completed Appendix O: Business Continuity Plan</p> <p>k. Completed Appendix P: Disaster Recovery Plan</p> <p>l. Completed and signed version of Appendix Q: Business Associate Agreement</p> <p>m. Completed and signed Appendix R: Location of Workers Utilized by Vendor</p> <p>n. Completed and signed Appendix S: Vendor Certification Form</p> <p>o. Completed Appendix T: Vendor Readiness Assessment Report (V.R.A.R.)</p> <p>p. Completed Appendix U: Technical Architecture System Design (T.S.A.D.)</p> <p>q. Completed and signed version of Attachment V: State Certifications</p> <p>r. Completed and signed version of Attachment W: Federal Certifications</p> <p>s. Completed and signed version of Attachment X: Vaccination and Testing Requirements</p>	<p>a. Completed Participating Addendum</p> <p>b. Completed Appendix E. Pricing Schedule (Attachment G)</p> <p>c. Completed Appendix G. Revised Requirements Matrix (Attachment F)</p> <p>d. Completed Appendix H. Revised Performance Standards (Attachment J)</p> <p>e. Completed Appendix I. Resource Allocation Schedule (Attachment H)</p> <p>f. Completed Appendix J. Technology Matrix (Attachment L)</p> <p>g. Completed Appendix K: Description of Offeror</p> <p>h. Completed Appendix L: Vendor References / Past Performance</p> <p>i. Completed and signed version of Appendix M: Financial Review Form</p> <p>j. Completed and signed version of Appendix N: Disclosure of Litigation and Criminal Convictions</p> <p>k. Completed Appendix O: Business Continuity Plan</p> <p>l. Completed Appendix P: Disaster Recovery Plan</p> <p>m. Completed and signed version of Appendix Q: Business Associate Agreement</p> <p>n. Completed and signed Appendix R: Location of Workers Utilized by Vendor</p> <p>o. Completed and signed Appendix S: Vendor Certification Form</p> <p>p. Completed Appendix T: Vendor Readiness Assessment Report (V.R.A.R.)</p> <p>q. Completed Appendix U: Technical Architecture System Design (T.S.A.D.)</p> <p>r. Completed and signed version of Attachment V: State Certifications</p> <p>s. Completed and signed version of Attachment W: Federal Certifications</p>

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					t. Completed and signed version of Attachment X: Vaccination and Testing Requirements
9	Language Addition	Appendix H Revised Performance Standards	SLA 112	The Vendor must provide a corrective action plan (CAP) for security audit failures. The CAP must include a schedule for resolution to the Department Contract Administrator within ten (10) Business days of the security audit failure. CAP must be delivered in ten (10) Business days or less	The Vendor must provide a corrective action plan (CAP) for security audit failures. The CAP must include a schedule for resolution to the Department Contract Administrator within ten (10) Business days of the security audit failure. Liquidated Damages: Department shall assess the liquidated damages as specified below for failure to meet the Performance Standard timeframe: 1% of monthly contract value for each failure to deliver a CAP within ten (10) business days

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10	Language Addition	Appendix H Revised Performance Standards	SLA 113	The Vendor must complete the Department-approved corrective action plan related to security audit failures within five (5) Business days of the scheduled completion that was documented in the CAP. CAP must be completed within five (5) Business days of schedule	The Vendor must complete the Department-approved corrective action plan related to security audit failures within five (5) Business days of the scheduled completion that was documented in the CAP. Liquidated Damages: Department shall assess the liquidated damages as specified below for failure to meet the Performance Standard timeframe: 0.5% of monthly contract value for failure to complete a CAP within 5 business days of the scheduled completion date.
11	Complete Replacement	Attachment H - Resource Allocation Schedules	N/A	Please delete the original document in its entirety.	Please substitute the new document in its entirety.
12	Complete Replacement	Attachment G - Pricing Schedules	N/A	Please delete the original document in its entirety.	Please substitute the new document in its entirety.
13	Language Addition	Appendix F - RTM	North Carolina Specific Requirements - New Req. ID # NC0571	N/A	In alignment with Department policy, the vendor shall provide a web-based Software as a Service (SaaS) solution that is supported by Commercial Off the Shelf (COTS) products, for integration in the NC DHHS MES ecosystem.
14	Language Change	Appendix F - RTM	North Carolina Specific Requirements - Req. ID # NC0194	The Contractor (DDI and Operations Phases) shall provide sufficient staff and phone lines for all call centers and help desks so that less than one (1) percent of all phone calls are abandoned, dropped, or receive a busy signal. The abandonment percent will not include any call that is abandoned, dropped, or receives a busy signal within the first ten (10) seconds of the measured call time.	The Contractor (DDI and Operations Phases) shall provide sufficient staff and phone lines for all call centers and help desks so that less than five (5) percent of all phone calls are abandoned, dropped, or receive a busy signal. The abandonment percent will not include any call that is abandoned, dropped, or receives a busy signal within the first ten (10) seconds of the measured call time.
15	Language Change	Appendix F - RTM	North Carolina Specific Requirements - Req. ID # NC0294	The Contractor shall provide capability to capture and verify provider ownership with the NC business licensure board function as performed with the North Carolina Secretary of State	The Contractor shall provide capability to capture and verify provider ownership with the NC business licensure board function.

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16	Language Change	Appendix F - RTM	Modified NASPO requirements Req. ID # KR09	<p>a. A minimum of seven (7) years' project management experience managing projects of similar size and scope, preferably in Medicaid or the healthcare industry. This experience must include relevant experience within the last three (3) years from the release date of the RFP.</p> <p>b. Project Management experience should include each phase of the system development life cycle.</p> <p>c. Project management certification through the Project Management Institute (PMI) is preferred.</p> <p>d. Experience with Agile and Scrum certification.</p>	<p>The Contractor's Project Manager must meet the following qualifications including:</p> <p>a. A minimum of seven (7) years' project management experience managing projects of similar size and scope, preferably in Medicaid or the healthcare industry. This experience must include relevant experience within the last three (3) years from the release date of the RFP.</p> <p>b. Project Management experience should include each phase of the system development life cycle.</p> <p>c. Project management certification through the Project Management Institute (PMI) is preferred.</p> <p>d. Experience with Agile and Scrum certification.</p>
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EXHIBIT A: PDM/CVO STATISTICAL TABLE

Location Reference	Item Description	Statistics
Attachment F Requirements Matrix, NC0466	Number of authorized users who will need access	1,800
Attachment F Requirements Matrix, NC0469	Number of Department users would need access to the Technical Support logs and statistics	8
Attachment F Requirements Matrix, NC0233	Estimated minimum number of delegated credentialing entities	4
Attachment F Requirements Matrix, General	Active provider counts as of 9/30/2021	Atypical Organizations = 281, Individuals with NPI = 78,459, Organizations with NPI = 19,854 The report of providers by specialty is located at https://medicaid.ncdhhs.gov/reports/annual-reports-and-tables in the Medicaid Annual Report Tables, Table 3: Enrolled NC Medicaid Providers – SFY 2021.
Attachment F Requirements Matrix, General	Number of Providers Credentialed by Month in 2020	January 4,326 February 3,750 March 3,799 April 3,498 May 3,322 June 3,768 July 3,315 August 2,977 September 2,158 October 2,728 November 2,426 December 2,741 Total 38,808
Appendix H Performance Standards, SLA 81	State call centers estimated calls per day	3,600

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Appendix H Performance Standards, SLA 92	Estimated B-Notice calls per year	2,000																										
Attachment G – Pricing Schedule Appendix E	De-duplicated number of providers in 2020	96,315																										
Attachment G – Pricing Schedule	Number of providers requiring credentialing annually, based on 2020 unduplicated provider count	32,105																										
Appendix E	New provider enrollments processed in 2020	16,609																										
Appendix H Performance Standards, SLA 62	Estimated number of concurrent users	1,000																										
Attachment F Requirements Matrix, General	Number of site visits in the last 12 months	4,836																										
Attachment F Requirements Matrix, General	Monthly enrollment/re-enrollment volumes for 2020	<table border="0"> <tr><td>January</td><td>1,487</td></tr> <tr><td>February</td><td>1,219</td></tr> <tr><td>March</td><td>1,169</td></tr> <tr><td>April</td><td>1,178</td></tr> <tr><td>May</td><td>1,384</td></tr> <tr><td>June</td><td>1,779</td></tr> <tr><td>July</td><td>1,758</td></tr> <tr><td>August</td><td>1,298</td></tr> <tr><td>September</td><td>1,266</td></tr> <tr><td>October</td><td>1,256</td></tr> <tr><td>November</td><td>1,074</td></tr> <tr><td>December</td><td>1,131</td></tr> <tr><td>Total</td><td>15,999</td></tr> </table>	January	1,487	February	1,219	March	1,169	April	1,178	May	1,384	June	1,779	July	1,758	August	1,298	September	1,266	October	1,256	November	1,074	December	1,131	Total	15,999
January	1,487																											
February	1,219																											
March	1,169																											
April	1,178																											
May	1,384																											
June	1,779																											
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October	1,256																											
November	1,074																											
December	1,131																											
Total	15,999																											

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Attachment F Requirements Matrix, General	Re-verification volumes for 2019. Re-verifications have been paused due to Covid	<table border="0"> <tr><td>January</td><td align="right">3,465</td></tr> <tr><td>February</td><td align="right">1,894</td></tr> <tr><td>March</td><td align="right">1,170</td></tr> <tr><td>April</td><td align="right">842</td></tr> <tr><td>May</td><td align="right">678</td></tr> <tr><td>June</td><td align="right">486</td></tr> <tr><td>July</td><td align="right">442</td></tr> <tr><td>August</td><td align="right">315</td></tr> <tr><td>September</td><td align="right">326</td></tr> <tr><td>October</td><td align="right">438</td></tr> <tr><td>November</td><td align="right">346</td></tr> <tr><td>December</td><td align="right">413</td></tr> <tr><td>Total 10, 815</td><td></td></tr> </table>	January	3,465	February	1,894	March	1,170	April	842	May	678	June	486	July	442	August	315	September	326	October	438	November	346	December	413	Total 10, 815	
January	3,465																											
February	1,894																											
March	1,170																											
April	842																											
May	678																											
June	486																											
July	442																											
August	315																											
September	326																											
October	438																											
November	346																											
December	413																											
Total 10, 815																												
Attachment F Requirements Matrix, General	Maintenance volumes for 2020	<table border="0"> <tr><td>January</td><td align="right">4,220</td></tr> <tr><td>February</td><td align="right">3,575</td></tr> <tr><td>March</td><td align="right">3,954</td></tr> <tr><td>April</td><td align="right">3,416</td></tr> <tr><td>May</td><td align="right">2,822</td></tr> <tr><td>June</td><td align="right">3,447</td></tr> <tr><td>July</td><td align="right">3,262</td></tr> <tr><td>August</td><td align="right">2,406</td></tr> <tr><td>September</td><td align="right">2,978</td></tr> <tr><td>October</td><td align="right">3,039</td></tr> <tr><td>November</td><td align="right">2,348</td></tr> <tr><td>December</td><td align="right">4,559</td></tr> <tr><td>Total 40, 026</td><td></td></tr> </table>	January	4,220	February	3,575	March	3,954	April	3,416	May	2,822	June	3,447	July	3,262	August	2,406	September	2,978	October	3,039	November	2,348	December	4,559	Total 40, 026	
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Total 40, 026																												

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES


Failure to acknowledge receipt of this addendum may result in rejection of the response.

Check ONE of the following options:

- Bid has not been emailed. Any changes resulting from this addendum are included in our bid response.
- Bid has been emailed. No changes resulted from this addendum.
- Bid has been emailed. Changes resulting from this addendum are as follows:

Execute Addendum 1:

Offeror: OptumInsight, Inc.

Authorized Signature:  Robert Warn (Dec 1, 2021 20:22 CST)

Name and Title (Typed): Robert Warn

Date: 12/3/2021

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North Carolina Department of Health and Human Services (DHHS)
Division of Health Benefits (DHB)

Master Agreement #:

Contractor: **OPTUMINSIGHT, INC.**

Participating Entity: **STATE OF NORTH CAROLINA**

Introduction and Overview

The North Carolina Department of Health and Human Services (NCDHHS) is replacing the Department's Medicaid Management Information System (MMIS) with a Medicaid Enterprise System (MES), also known as the Medicaid Integrated Modular Solution (MIMS). The Provider Data Management/Credentialing Verification Organization (PDM/CVO) product will become a module within the MES.

The PDM/CVO will support all provider data management functions including data intake, data management, enrollment, credentialing, data sharing and data archiving. The PDM component will have the capability to manage data intake and maintenance throughout the provider life cycle.

The decoupling of provider enrollment and the provider data management component from the State's legacy platform will require that the contractor manage transitional integrations with legacy systems, where internal claims, prior authorization and financial processes are housed. These business process integrations will migrate incrementally from the legacy platform to several future MES modules.

The CVO component will perform credentialing on behalf of NCDHHS. The CVO is tasked with assessing the qualifications of a provider to provide services in Medicaid Direct or North Carolina Managed Care Programs and obtaining primary source verification of a Provider's qualifications and credentials.



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A portal component of the PDM/CVO solution will become the interface providers will use to enroll in Medicaid and other DHHS programs and manage their provider data. This portal must also interface seamlessly with existing provider portals such as legacy NCTracks (before other MES modules are operational), and to the MES portal (late phase) to connect providers to appropriate platforms to support Fee-For-Service claims adjudication.

The PDM/CVO solution will align with the following business processes of the Centers for Medicare and Medicaid Services (CMS) Medicaid Information Technology Architecture (MITA) version 3.0 framework:

Eligibility and Enrollment Management (EE)	Financial Management
Provider Enrollment	Provider Financial Management
EE05 Determine Provider Eligibility EE06 Enroll Provider EE07 Disenroll Provider EE08 Inquire Provider Information	FM01 Manage Provider Recoupment FMPI1.1 (Waste, Fraud and Abuse)
Provider Management (PM)	Provider Management (PM)
Provider Information Management	Provider Support
PM01 Manage Provider Information PM08 Terminate Provider	PM02 Manage Provider Communication PM07 Manage Provider Grievance and Appeal PM03 Perform Provider Outreach

The PDM/CVO requirements described in this document cover the following topics:

- Definition of the software solution’s permanent business processes
- Definition of the software solution’s transitional (temporary) business processes
- Definition of the business operations that the contractor shall perform
- Definition of project management and software development life cycle (SDLC) requirements

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

Core Provider Services – Enrollment, Screening and Monitoring, Revalidation and Maintenance:

The Provider Services base solution will have a Self-Service Portal that includes:

- An inbox for providers to receive and respond to messages.
- A maintenance feature that allows active and inactive providers to update and validate their provider record through direct data entry via the web, based on selected criteria.
- An online interactive chat function that allows enrolled providers and authenticated users to chat

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directly with a customer care representative.

- A provider search feature for both authenticated users and public users to search for providers using a variety of search criteria.
- Account administration for users to add or remove provider account users and change user roles for all self-service functions.
- Online resources (e.g., links to relevant websites and key contact information).

Option A – Provider Self Service Portal

Option A Provider Services scope of work includes additional system functionality to the Provider Self-Service Portal that is necessary for providers to complete their day-to-day business with state healthcare programs. Features include:

- A member eligibility inquiry tool that performs real-time member eligibility verification (e.g., Benefit plan enrollment, care management enrollment, waiver program information, program limits, service limits, and TPL information).
- A claim status inquiry function that performs real-time claims status inquiry to allow providers to check the status of their claims.
- A warrant and remittance advice inquiry feature that provides authorized user access to provider remittance advice and warrant (check) information.
- A claims based medical history feature that provides authorized users access to a member's medical history interactively.
- An upload, download and view function that provides the ability for authorized users to upload, download and view Health Insurance Portability and Accountability Act (HIPAA) compliant healthcare transactions (e.g., 270/271 batch eligibility status inquiry and response).
- An online provider appeal request component for providers to request appeals that are routed to the appropriate work unit or user.

Option B – Provider Enrollment and Management Customer Care Services

Option B Provider Services scope of work outlines additional components and services necessary to support provider enrollment, maintenance and revalidation activities including:

- Providing an Interactive Voice Response System (IVRS) in order to welcome and route incoming calls, convey educational alerts during hold times and intelligently queue providers until call center staff are available.
- Providing and utilizing a Customer Relationship Management (CRM) tool in order to manage communication and correspondence with providers.
- Providing access to current and historical provider manuals and other reference documentation within the Self-Service Portal.
- Providing staff to act on behalf of the Agency in order to conduct pre- and post-enrollment onsite screening and maintaining site visit information in the Provider Services module.
- Providing enrollment and revalidation support via a call center to instruct providers in the application, revalidation, maintenance, and recertification processes.
- Providing staff to receive, review, verify and update provider information submitted during provider enrollment, revalidation and maintenance into the Provider Services module and other systems as directed by the State.

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Vendor Questions Concerning This Participating Addendum

Written questions concerning this Participating Addendum will be received until 10/11/2021 at 2:00 PM Eastern Standard Time. Questions must be sent via e-mail to: ProcurementQuestions@dhhs.nc.gov and CC to: tyler.ragor@dhhs.nc.gov. The Subject line of the email must contain “PDM/CVO Participating Addendum, Vendor Name, Questions”. The questions must be submitted in the following format and must be capable of being copied to other media.

Question #	PA Section	PA Page Number(s)	Vendor Question

The State will prepare responses to all written questions submitted and send an email response.

Proposal Content and Organization

1. **Contents of Proposal:** This section should contain all relevant and material information relating to the Vendor’s organization, personnel and experience that would substantiate its qualification and capabilities to perform the Services and/or provide the goods described in this Participating Addendum. If any relevant and material information is not provided, the response may be rejected from consideration and evaluation. Offers will be considered and evaluated based upon the Vendor’s full completion and response to the following, and any additional requirements herein, or stated in a separate Exhibit.
2. **Offer Format:** The response must contain the entire Participating Addendum and be organized in the order in which the requirements and / or desirable performance criteria are presented in the Participating Addendum. Each page must be numbered. The response should contain a table of contents, which cross-references the Participating Addendum requirement and the specific page of the response in the Vendor’s response.
3. **Proposal Content:** This Section lists the required content for completion of this Participating Addendum. Vendor shall populate all attachments of this Participating Addendum that require the Vendor to provide information and include an authorized signature where requested. The Participating Addendum response should be arranged in the following order:
 - a. **Completed** Participating Addendum
 - b. **Completed** Appendix E. Pricing Schedule (Attachment G)
 - c. **Completed** Appendix G. Revised Requirements Matrix (Attachment F)
 - d. **Completed** Appendix H. Revised Performance Standards (Attachment J)
 - e. **Completed** Appendix I. Resource Allocation Schedule (Attachment H)
 - f. **Completed** Appendix J. Technology Matrix (Attachment L)
 - g. **Completed** Appendix K: Description of Offeror

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- h. **Completed** Appendix L: Vendor References / Past Performance
- i. **Completed** version of Appendix M: Financial Review Form
- j. **Completed** and **signed** version of Appendix N: Disclosure of Litigation and Criminal Convictions
- k. **Completed** Appendix O: Business Continuity Plan
- l. **Completed** Appendix P: Disaster Recovery Plan
- m. **Completed** and **signed** version of Appendix Q: Business Associate Agreement
- n. **Completed** and **signed** Appendix R: Location of Workers Utilized by Vendor
- o. **Completed** and **signed** Appendix S: Vendor Certification Form
- p. **Completed** Appendix T: Vendor Readiness Assessment Report (V.R.A.R.)
- q. **Completed** Appendix U: Technical Architecture System Design (T.S.A.D.)
- r. **Completed** and **signed** version of Attachment V: State Certifications
- s. **Completed** and **signed** version of Attachment W: Federal Certifications
- t. **Completed** and **signed** version of Attachment X: Vaccination and Testing Requirements

Master Agreement Terms and Conditions

1. Scope: This addendum covers the *MMIS-Provider Services Module* led by the State of *Montana* for use by state agencies and other entities located in the Participating State [*or State Entity: North Carolina*] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official and State Health & Human Services Office.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *North Carolina*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Access to MMIS-Provider Services Requires State Medicaid Director's Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Provider Services by state executive branch agencies are subject to the authority and prior approval of the State Medicaid Director's Office. The State Medicaid Director means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of Medicaid information resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Lead State:

Name:	John Thomas
Title:	Contracts Officer
Address:	Department of Administration (Montana)
Telephone:	406.444.0110
Fax:	
Email:	jthomas@mt.gov

Contractor:

Name:	██████████
Address:	11000 Optum Circle, Eden Prairie, MN 55344
Telephone:	██████████
Fax:	N/A
Email:	████████████████████

Participating Entity:

Name:	DHHS, Division of Health Benefits (DHB), State of North Carolina
Address:	
Telephone:	
Fax:	
Email:	



Participating Entity Modifications or Additions to the Master Agreement

5. **Modifications or Additions:** These modifications or additions apply only to actions and relationships within the Participating Entity.

The agreement between the parties shall be governed by the North Carolina Terms and Conditions, as set forth in the Participating Addendum. To the extent there is a conflict between the Master Contract and the Participating Addendum, including its Attachments thereto, the order of precedence shall be the Participating Addendum and then the Master Contract. Any conflict among these documents shall be resolved by giving priority to the Participating Addendum.

- a. For the purposes of the Participating Addendum, references to the Effective Date in the Master Agreement are defined by the Participating Addendum Term outlined below:

Participating Addendum Term.

The term of this Participating Addendum includes base contract period of (5) years, (0) months, which includes a Design, Development, and Implementation period of (1) year, (2) months and (3) base operations years and (ten) months. The Participating Addendum may be extended a total of (2) years and (0) months for additional operations. Any subsequent extensions shall be in one-year intervals, or an interval that is advantageous to the State, so long as the parties agree to each extension before the end of the then-current term of this Participating Addendum. The term of this Participating Addendum, including all extensions, is from August 1, 2022 (the "Effective Date") through July 31, 2029 unless terminated pursuant to the provisions of this Contract. This Participating Addendum, including any extensions, may not exceed a total term of ten (10) years.

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

The total DDI cost for scope identified above for this Participating Addendum is \$24,922,544.28. The Maximum Amount for this Participating Addendum is \$80,399,590.26 for the base period which includes the DDI amount plus the three (3) years and ten (10) months of operations. If the Contract is amended to include additional optional operation year(s), the additional total operations amount payable to the Contractor for two (2) possible additional years is \$29,140,347.11.

The total potential value of this Participating Addendum for the base period and option years is \$109,539,937.37.

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- c. Subsection 4.2, Contractor's Project Manager and Contractor's Contract Manager. The Contractor designates its Contract Manager and Project Manager in the Participating Addendum.

PER MASTER AGREEMENT SECTION 4.2.4 THE CONTRACTOR'S PROJECT MANAGER FOR THIS PARTICIPATING ADDENDUM IS:

(Name): [REDACTED]
(Address): 11000 Optum Circle
(City, State, ZIP): Eden Prairie, MN 55344
(Telephone #): [REDACTED]
(Fax #): N/A
(E-mail): [REDACTED]

PER MASTER AGREEMENT SECTION 4.2.5 THE CONTRACTOR'S CONTRACT MANAGER FOR THIS PARTICIPATING ADDENDUM IS:

(Name): [REDACTED]
(Address): 11000 Optum Circle
(City, State, ZIP): Eden Prairie, MN 55344
(Telephone #): [REDACTED]
(Fax #): N/A
(E-mail): [REDACTED]

- d. Subsection 4.4, Participating Entity's Contract Manager and Project Manager. The Participating Entity will designate its Contract Manager and Project Manager in the Participating Addendum.

PER MASTER AGREEMENT SECTION 4.4.1 THE DEPARTMENT'S PROJECT MANAGER FOR THIS PARTICIPATING ADDENDUM IS:

(Name): Jay TerLouw
(Address): 820 S. Boylan Avenue 2501 Mail Service Center
(City, State, ZIP): Raleigh, NC 27699-1950
(Telephone #): (919) 609-8327
(E-mail): Jay.terlouw@dhhs.nc.gov

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PER MASTER AGREEMENT SECTION 4.4.2 THE DEPARTMENT'S CONTRACT MANAGER FOR THIS PARTICIPATING ADDENDUM IS:

(Name): Donald Rowe
(Address): 695 Palmer Drive
(City, State, ZIP): Raleigh, NC 27603
(Telephone #): 919-855-3132
(E-mail): donald.rowe@dhhs.nc.gov

- e. Master Agreement Appendix E - Attachment G – Pricing Schedules. Schedules A (Cost Summary), B (DDI Payment Milestones), C (Cost of Operations) and D (Enhancement Pool Hours) to Attachment G of the Master Agreement – Appendix E shall be as specified in the Participating Addendum.

THE PRICING SCHEDULES FOR THIS PARTICIPATING ADDENDUM ARE ATTACHED AND INCORPORATED AS APPENDIX E – PRICING SCHEDULES.

- f. Appendix F - Master Agreement Section 7.2.1.

THE WORK PLAN AS REQUIRED IN MASTER AGREEMENT SECTION 7.2.1 IS ATTACHED AND INCORPORATED AS APPENDIX F – PROJECT WORK PLAN.

- g. Master Agreement Appendix G – Requirements Matrix – Attachment F

AN UPDATED ATTACHMENT F – REQUIREMENTS MATRIX HAS BEEN INCLUDED IS ATTACHED AND INCORPORATED AS APPENDIX G – REVISED REQUIREMENTS MATRIX.

- h. Appendix H – Revised Attachment J – Performance Standards

AN UPDATED ATTACHMENT J – PERFORMANCE STANDARDS HAS BEEN INCLUDED IS ATTACHED AND INCORPORATED AS APPENDIX H – REVISED PERFORMANCE STANDARDS.

- i. Appendix I - Attachment H – Resource Allocation Schedule

AN UPDATED ATTACHMENT H – RESOURCE ALLOCATION SCHEDULE HAS BEEN INCLUDED IS ATTACHED AND INCORPORATED AS APPENDIX I – RESOURCE ALLOCATION SCHEDULE.

- j. Approved Resumes for Key Personnel



k. Certification (Business Outcomes)

The Contractor will follow the standards for Outcomes-Based Certification (OBC) for the PDM/CVO module in accordance with Streamlined Modular Certification (SMC) for Medicaid Enterprise Systems Guidance. Additional information regarding outcomes-based certification standards will be provided following contract award.

l. EVALUATION CRITERIA

Evaluation shall include best value, as the term is defined in N.C.G.S. § 143-135.9(a)(1), compliance with information technology project management policies as defined by N.C.G.S. §143B-1340, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation. The following Evaluation Criteria are listed in Order of Importance.

- 1) Substantial Conformity to all Technical and Management Specifications of this RFP
- 2) Corporate background and experience, and strength of references (see Appendix L: Vendor References and Past Performance), relevant or material to technology area(s) or Specifications.- The Vendor may be disqualified from any evaluation or award if the Vendor or any Key Personnel proposed has previously failed to perform satisfactorily during the performance of any contract with the State (e.g., unresolved vendor complaint forms on file with the State or contracts terminated for default) or violated rules or statutes applicable to public bidding in the State
- 3) Cost: Total Cost of Ownership in the formatted cost tables provided in this RFP.

6. Administrative Fees to be paid by the Contractor:

- a) The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) on DDI payments received from the Participating Entity no later than sixty (60) days following the end of each calendar quarter.
- b) Each State may assess an additional procurement administrative fee not to exceed one half of one percent (.5% or .005) on DDI payments received from the Participating Entity no later than sixty (60) days following the end of each calendar quarter. A State cannot assess a procurement administrative fee if the State requests Enhanced Federal Financial Participation reimbursement from CMS for the procurement expenditures.

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

8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint
PARTICIPATING ADDENDUM



MMIS-PROVIDER SERVICES MODULE
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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

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

Participating Entity:

THE STATE OF NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES – MEDICAID

DocuSigned by:
Jay Ludlam
By: _____
Printed Name: Jay Ludlam
Title: **Acting Deputy Secretary, Medicaid**
Date: **02/09/23 | 4:30 PM EST**

Contractor:

Robert Warn
By: Robert Warn (Feb 3, 2023 14:31 CST)
Printed Name: Robert Warn
Title: **Vice President, Finance**
Date: **02/03/2023**
Federal ID No.: 41-1858498

THE STATE OF NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES – MEDICAID LEGAL DEPARTMENT

DocuSigned by:
Lotta D. Crabtree
By: _____
Printed Name: Lotta Crabtree
Title: **Chief Legal Officer, Medicaid**
Date: **02/09/23 | 4:51 PM EST**

THE STATE OF NORTH CAROLINA STATE PROCUREMENT BUREAU – Assistant Secretary, OPCG

DocuSigned by:
Charles Ingold
By: _____
Printed Name: Charles Ingold
Title: **Assistant Secretary, OPCG**
Date: **02/14/23 | 7:44 AM EST**

NASPO ValuePoint
PARTICIPATING ADDENDUM



MMIS-PROVIDER SERVICES MODULE
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THE STATE OF NORTH CAROLINA - CHIEF of
TECHNOLOGY SERVICES

DocuSigned by:
By: Reese Edgington
C4847B7193344D6...

Printed Name: Reese Edgington

Title: Chief of Technology Services

Date: 02/14/23 | 5:49 PM EST

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 720-3404
Email:	sberry@naspovaluepoint.org

***[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.]***

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APPENDIX A – ACRONYMS

1. ACA: Affordable Care Act
2. ADA: Americans with Disabilities Act
3. ADP: Automated Data Processing
4. AICPA: American Institute of Certified Public Accountants
5. AMH: Advanced Medical Home
6. APD: Advanced Planning Documents
7. APDU: Advance Planning Document Update
8. API: Application Programming Interface
9. ARS: Acceptable Risk Safeguards
10. ASL: American Sign Language
11. ATAG: Authoring Tool Accessibility Guidelines
12. ATAM: Architecture Tradeoff Analysis Method
13. AVRS: Automated Voice Response System
14. AWS: Amazon Web Services
15. BAA: Business Associate Agreement
16. BPMN: Business Process Model Notation
17. BRE: Business Rules Engine
18. CAP: Corrective Action Plan
19. CBT: Computer-Based Training
20. CD: Continuous Delivery
21. CDM: Conceptual Data Model
22. CHOW: Change of Ownership
23. CI: Continuous Integration
24. CIA: Confidentiality, Integrity and Availability
25. CICS: Customer Information Control System
26. CLIA: Clinical Laboratory Improvement Amendments
27. CMPPA: Computer Matching and Privacy Protection Act
28. CMS: Centers for Medicare and Medicaid Services
29. COO: Concept of Operations
30. COB: Close of Business
31. COTS: Commercial-off-the-shelf (software)
32. CPMSM: Certified Professional Medical Services Manager
33. CPCS: Certified Provider Credentials Specialist
34. CRO: Chief Risk Officer
35. CRM: Customer Relationship Management
36. CVO: Credentialing Verification Organization
37. CTI: Computer Telephone Integration
38. DBA: Doing Business As
39. DD: Developmental Disabilities
40. DW: Data Warehousing
41. DDI: Design, Develop and Implementation (CMS term for the development life cycle)
42. DDS: Decision Support System

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43. DEA: Drug Enforcement Administration
44. DED: Deliverable Expectations Document
45. Department: The North Carolina Department of Health and Human Services.
46. DHB: Division of Health Benefits
47. DHSR: Division of Health Service Regulation
48. DIT: Department of Information Technology
49. DMH: Division of Mental Health, Developmental Disabilities, and Substance Abuse
50. DPH: Division of Public Health
51. DRP: Disaster Recovery Plan
52. DSH: Department of Homeland Security
53. EAC: Executive Advisory Committee
54. ECM: Electronic Content Management System
55. EDI: Electronic Data Interchange
56. EDW: Enterprise Data Warehouse
57. EFT: Electronic Funds Transfer
58. EIN: Employer Identification Number
59. EPAL: Enterprise Privacy Authorization Language
60. ESC: Executive Steering Committee
61. ESB: Enterprise Service Bus
62. ESRMO: Enterprise Security and Risk Management Office
63. ETL: Extract, Transform and Load
64. FedRAMP: Federal Risk and Authorization Management Program
65. FEIN: Federal Employer Identification Number
66. FFS: Fee-for-Service
67. FFP: Federal Financial Participation
68. FHIR: Fast Healthcare Interoperability
69. FIPS: Federal Information Processing Standards
70. FMAP: Federal Medical Assistance Percentage
71. FTI: Federal Tax Information
72. FISMA: Federal Information Security Management Act
73. GCFW: GIAC Certified Firewall Analyst
74. GCIA: GIAC Certified Intrusion Analyst
75. GIAC: Global Information Assurance Certification
76. GSEC: Security Essentials Certification
77. GSNA: GIAC Systems and Network Auditor
78. GUI: Graphical User Interface
79. HHS: U.S. Department of Health and Human Services
80. HIPAA Security and Privacy Rule - The Standards for Security and Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.
81. HL7: Health level 7
82. HITECH: Health Information Technology for Economic and Clinical Health Act
83. I-APD: Implementation Planning Document
84. I-APDU: Implementation Planning Document Update
85. ICD: Interface Control Document
86. IRS: Internal Service Revenue

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- 87. ISO: International Organization for Standardization
- 88. ITD: Information Technology Division of the North Carolina Department of Health and Human Services.
- 89. ITF: Integrated Test Facility
- 90. ITIL: Information Technology Infrastructure Library
- 91. ITSM: Information Technology Service Management
- 92. IV&V: Independent Verification and Validation
- 93. IVR: Interactive Voice Response
- 94. JAD: Joint Application Development
- 95. JDBC: Java Database Connectivity
- 96. KPI: Key Performance Indicators
- 97. LEIE: List of Excluded Individuals/ Entities
- 98. LFC: Legislative Finance Committee
- 99. MCO: Managed Care Organizations
- 100. MCSIS: Medicaid and Children's Health Insurance Program State Information Sharing System
- 101. MECL: Medicaid Enterprise Certification Lifecycle
- 102. MECT: Medicaid Enterprise Certification Toolkit
- 103. MIMS: Medicaid Integrated Modular System
- 104. MITA: Medicaid Information Technology Architecture
- 105. MMIS: Medicaid Management Information System
- 106. MTA: Medicaid Technology Alliance
- 107. MTAG: Medicaid Technical Advisory Group
- 108. MVP: Minimum Viable Product
- 109. NAMSS: National Association Medical Staff Services
- 110. NCDHHS: North Carolina Department of Health and Human Services
- 111. NC DIT/DIT: The NC Department of Information Technology
- 112. NCFAST: North Carolina Families Accessing Services through Technology
- 113. NC MES: North Carolina Medicaid Enterprise System
- 114. NCMIMS: North Carolina Medicaid Integrated Modular Solution
- 115. NCQA: National Committee for Quality Assurance
- 116. NIEM: National Information Exchange Model
- 117. NIST: National Institute of Standards and Technology
- 118. NPDB: National Practitioner Data Bank
- 119. NPPES: National Plan and Provider Enumeration System
- 120. OAPD: Operational Advance Planning Document
- 121. OBC: Outcomes-Based Certification
- 122. OCM: Organization Change Management
- 123. OCR: Office for Civil Rights
- 124. OPR: Ordering, Prescribing, and Referring
- 125. ODBC: Open Database Connectivity
- 126. ODS: Operational Data Store
- 127. OIG: Office of Inspector General
- 128. OLA: Operational Level Agreement
- 129. OPCG: Office of Procurements, Contracts & Grants
- 130. ORH: Office of Rural Health

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- 131. ORHC: Operations Research for Health Care
- 132. ORR: Operational Readiness Review
- 133. OSBM: Office of State Budget Management
- 134. P4P: Pay for Performance
- 135. PCCM: Primary Care Case Management
- 136. PDM/CVO: Provider Data Management/ Credentialing Verification Organization
- 137. PECOS: Provider Enrollment Chain and Ownership System
- 138. PERM: Payment Error Rate Measurement
- 139. PHI: Personal Health Information
- 140. PHP: Prepaid Health Plans
- 141. PII: Personally Identifiable Information
- 142. PKCS: Public Key Cryptography Standard
- 143. PLI: Professional liability insurance
- 144. PMBOK: Project Management Body of Knowledge
- 145. PMP: Project Management Plan
- 146. POA&M: Plan of Action and Milestones
- 147. PMI: Project Management Institute
- 148. PMO: Project Management Organization
- 149. PPM: Provider Permission Matrix
- 150. PPTD: Provider Penalty Tracking Database
- 151. PSO: Patient Safety Organization
- 152. PWP: Project Work Plan
- 153. QA: Quality Assurance
- 154. QMP: Quality Management Plan
- 155. QMS: Quality Management System
- 156. RFI: Request for Information
- 157. RFP: Request for Proposal
- 158. RM: Requirements Management
- 159. RTM: Requirements Traceability Matrix
- 160. SA: Substance Abuse
- 161. SaaS: Software as a Service
- 162. SAM: System for Award Management
- 163. SAML: Security Assertion Markup Language
- 164. SAO - State Auditor's Office
- 165. SBI: State Bureau of Investigation
- 166. SCSEM: Safeguard Computer Security Evaluation Matrix
- 167. SDD: System Design Document
- 168. SDLC: Software Development Lifecycle
- 169. SI: Systems Integrator
- 170. SIA: Security Impact Analysis
- 171. SIT: Systems Integration Testing
- 172. SLA: Service Level Agreements
- 173. SME: Subject Matter Experts
- 174. SMTP: Simple Mail Transfer Protocol
- 175. SOA: Service Oriented Architecture

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- 176. SOAP: Simple Object Access Protocol
- 177. SOC: Service Organization Controls
- 178. SOW: Scope of work/Statement of Work
- 179. SSA: Social Security Act
- 180. SSDMF: Social Security Death Master File
- 181. SSH: Secure Shell
- 182. SSN: Social Security Number
- 183. SSP: System Security Plan
- 184. SSR: Safe Security Report
- 185. State: State of North Carolina and its Agencies
- 186. T-MSIS: Transformed Medicaid Statistical Information System
- 187. TCO: Total Cost of Ownership
- 188. TCP: Transmission Control Protocol
- 189. TIN: Tax Identification Number
- 190. UAT: User Acceptance Testing
- 191. UI: User Interface
- 192. UML: Unified Modeling Language
- 193. USPS: United States Postal Service
- 194. W3C: Worldwide Web Consortium
- 195. WBS: Work Breakdown Structure
- 196. WCAG: Web Content Accessibility Guidelines
- 197. XACML: Extensible Access Control Markup Language
- 198. XKMS: XML Key Management
- 199. XrML: Extensible Rights Markup Language

APPENDIX B – DEFINITIONS

1. **24x7:** A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
2. **Automated Voice Response System (AVRS):** An automated system that performs self-service activities and resolve simple inquiries without the need to interact with an agent. The AVRS interacts with the through voice prompts and recognition or numeric prompts.
3. **Business Associate Agreement (BAA):** Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the contract between a HIPAA-covered entity and HIPAA Business Associate. The BAA protects personal health information (PHI) according to HIPAA guidelines
4. **Business Day:** Business days are defined as traditional workdays, Monday – Friday and includes traditional work hours 8:00 AM – 5:00 PM EST. State holidays are excluded. A list of North Carolina State Holidays is located at <https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays>.
5. **Business Continuity Plan:** Plan to ensure that business processes continue during a time of emergency or disaster.
6. **Calendar Day:** A calendar day includes the time from midnight to midnight each day. It includes all days in a month, including weekends and holidays. Unless otherwise specified within the Contract, days are tracked as Calendar Days.
7. **Change Request:** Formal proposal for an alteration to some product or system.
8. **Cloud-Based System:** A solution for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.
9. **Contractor:** The Vendor awarded the Contract to perform the services and requirements after the State signs the Execution page.
10. **Credentialing Verification Organization (CVO):** An organization that conducts primary source verification of practitioner credentials for other organizations.
11. **Deliverables** - Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports and documentation provided or created during the performance or provision of Services hereunder. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information, but not source and object code or software.
12. **Disaster Recovery Plan:** A written plan for processing critical applications in the event of a major hardware or software failure or destruction of facilities.
13. **Fee-for-Service:** A payment model in which providers are paid for each service provided.
14. **HIPAA:** Health Insurance Portability and Accountability Act of 1996, as amended and its promulgating regulations.

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15. **Integration Testing:** This is performed when two or more units have been tested and are integrated into a single structure. It includes testing on the interfaces between the components and the larger structure. This level of testing is used to identify defects prior to SIT.
16. **Java Database Connectivity (JDBC)** is an application programming interface (API) for the programming language Java.
17. **Managed Care Organization (MCO):** Has the same meaning as MCO as defined in 42 C.F.R. § 438.2.
18. **MES:** Medicaid Enterprise System is the current approach to Medicaid management systems that promotes the use of COTS and SaaS products along with modularity and a higher degree of interoperability among systems.
19. **MES PMO:** Technology Program Management Organization comprised of the engineers, architects, specialist, analysts, project managers, program managers, and the Program Director for the MES project.
20. **MITA:** The Medicaid Information Technology Architecture (MITA) initiative sponsored by the Center for Medicare and Medicaid Services (CMS) is intended to foster integrated business and IT transformation across the Medicaid enterprise to improve the administration of the Medicaid program.
21. **MMIS:** The Medicaid Management Information System (MMIS) is an integrated group of procedures and computer processing operations (subsystems) developed to help automate the management of a Medicaid program.
22. **National Provider Identifier (NPI):** Standard unique health identifier for health care providers adopted by the Secretary of US Department of Health and Human Services in accordance with HIPAA.
23. **North Carolina Health Choice (NC Health Choice):** The Health Insurance Program for Children authorized by N.C. Gen. Stat. § 108A-70.25 and as set forth in the North Carolina State Plan of the Health Insurance Program for Children
24. **North Carolina Identity Service (NCID):** This is the State's centralized Identity and access management platform provided by the Department of Information Technology. NCID is a web-based application that provides a secure environment for state agency, local government, business, and individual users to log in and gain access to real-time resources, such as customer-based applications and information retrieval.
25. **Offeror or Vendor:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to this Request for Proposal.
26. **Open Database Connectivity (ODBC)** is a standard application programming interface (API) for accessing database management systems (DBMS).
27. **POP3:** a protocol for receiving email by downloading it to the computer from a mailbox on the server of an internet service provider.
28. **Program Management:** The process of managing several related projects.
29. **Project Management:** Process of planning, organizing and delineating responsibility for the completion of an organizations' specific information technology (IT) goals.
30. **Project Management Plan:** The primary source of information on the project and project activities. It is a formal document that specifies how the project will be planned, performed, tracked, controlled, and closed.
31. **Protected Health Information (PHI):** Has the same meaning as PHI as defined by 45 C.F.R. § 160.103.

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32. **Provider Data Management (PDM):** Assists hospitals and health care systems track, centralize, and manage provider information that resides within a provider data repository.
33. **Provider (For the purposes of credentialing):** Individual practitioners and facilities, entities, organizations, atypical organizations/providers, and institutions, unless otherwise noted.
34. **Provider Enrollment:** The process by which a provider is enrolled in the North Carolina's Medicaid or NC Health Choice programs, with credentialing as a component of enrollment.
35. **Real-time:** Real-time refers to the synchronous exchange of data between IT systems resulting in immediate access to or update of data on which resides in another IT system.
36. **Release Management Plan:** Managing, planning, scheduling, and controlling a software build through different stages and environments; including testing and deploying software releases.
37. **State:** The State of North Carolina, the NC Department of Health and Human Services as an agency or in its capacity as the Using Agency.
38. **Security Assertion Markup Language (SAML):** This is the State's preferred standard for the implementation of identity and access management.
39. **Severity Level 1 (Sev1):** A critical incident with very high impact.
40. **Severity Level 2 (Sev2):** A major incident with significant impact.
41. **Severity Level 3 (Sev3):** A minor incident with low impact.
42. **State Business Day:** Monday through Friday 8:00 a.m. through 5:00 p.m., Eastern Time, except for North Carolina State holidays as defined by the Office of State Human Resources.
<https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays>
43. **User Acceptance Testing (UAT):** In UAT the system is opened for end users to test in a pseudo production environment. The end users verify the system functions according to all established specifications and that the infrastructure works within the defined constraints.

APPENDIX B – DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS

Section 1. General Terms and Conditions Applicable to All Purchases

1) **DEFINITIONS:** As used herein;

Agreement means the contract awarded pursuant to this RFP.

Deliverable/Product Warranties shall mean and include the warranties provided for products or deliverables licensed to the State in Section 2, Paragraph 2 of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.

Purchasing State Agency or Agency shall mean the Agency purchasing the goods or Services.

Services shall mean the duties and obligations undertaken by the Vendor under, and to fulfill, the specifications, requirements, terms and conditions of the Agreement.

State shall mean the State of North Carolina, the Department of Information Technology (DIT), or the Purchasing State Agency in its capacity as the Contracting Agency, as appropriate.

2) **STANDARDS:** Any Deliverables shall meet all applicable State and federal requirements, such as State or Federal Regulation, and NC State Chief Information Officer's (CIO) policy or regulation. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender or provide to the State only those Deliverables that have been inspected and found to conform to the RFP specifications. All Deliverables are subject to operation, certification, testing and inspection, and any accessibility specifications.

3) **WARRANTIES:** Unless otherwise expressly provided, any goods Deliverables provided by the Vendor shall be warranted for a period of 90 days after acceptance.

4) **SUBCONTRACTING:** The Vendor may subcontract the performance of required Services with Resources under the Agreement only with the prior written consent of the State contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor and the Agreement. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the Agreement; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

5) **TRAVEL EXPENSES:** All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed. In the event that the Vendor, upon specific request in writing by the State, is deemed eligible to be reimbursed for travel expenses arising under the performance of the Agreement, reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under the Agreement.

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- 6) **GOVERNMENTAL RESTRICTIONS:** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate the Agreement and compensate Vendor for sums then due under the Agreement.
- 7) **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any Contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any Contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Agreement or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign the Agreement and bind the Party to the terms and conditions of this RFP. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of the Agreement; obligation or Contract for future award of compensation as an inducement or consideration for making the Agreement. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 9 NCAC 06B..1206, or other provision of law.
- 8) **AVAILABILITY OF FUNDS:** Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in the Agreement. If the Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of the Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in this RFP. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under the Agreement, terminate any Services supplied to the Agency under the Agreement, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.
- 9) **ACCEPTANCE PROCESS:**
- a) The State shall have the obligation to notify Vendor, in writing ten calendar days following provision, performance (under a provided milestone or otherwise as agreed) or delivery of any Services or other Deliverables described in the Agreement that are not acceptable.
 - b) Acceptance testing is required for all Vendor supplied software and software or platform services unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications, and Vendor's Product

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Warranties and technical representations. The State shall have the obligation to notify Vendor, in writing and within thirty (30) days following installation of any software deliverable if it is not acceptable.

- c) Acceptance of Services or other Deliverables including software or platform services may be controlled by an amendment hereto, or additional terms as agreed by the Parties consistent with IT Project management under GS §143B-1340.
 - d) The notice of non-acceptance shall specify in reasonable detail the reason(s) a Service or given Deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of any applicable inspection and testing procedures. Should a Service or Deliverable fail to meet any specifications or acceptance criteria, the State may exercise any and all rights hereunder. Services or Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects or errors contained in the Services or Deliverables or non-compliance with the specifications were not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure or correct the defect or replace or re-perform the Services or Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price.
- 10) PAYMENT TERMS:** Monthly Payment terms are Net 30 days after receipt of correct invoice (with completed timesheets for Vendor personnel) and acceptance of one or more of the Deliverables, under milestones or otherwise as may be provided in Paragraph 9 (Acceptance), or elsewhere in this solicitation, unless a period of more than thirty (30) days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Agreement. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 *et. seq.* of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than thirty (30) days and approval by the State or Agency, the Agency may:
- a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
 - b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
 - c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.
- 11) EQUAL EMPLOYMENT OPPORTUNITY:** Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.
- 12) ADVERTISING/PRESS RELEASE:** The Vendor absolutely shall not publicly disseminate any information concerning the Agreement without prior written approval from the State or its Agent. For the purpose of this provision of the Agreement, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.
- 13) LATE DELIVERY:** Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered or performed at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the

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event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure the particular substitute Services or other Deliverables.

- 14) ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of the Agreement or to costs charged to the Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of the Agreement. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.
- 15) ASSIGNMENT:** Vendor may not assign the Agreement or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm the Agreement attorning and agreeing to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under the Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.
- 16) INSURANCE COVERAGE:** During the term of the Agreement, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Agreement. As a minimum, the Vendor shall provide and maintain the following coverage and limits:
- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Agreement. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Agreement; and
 - b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
 - c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Agreement. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
 - d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of the Agreement. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Agreement. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Agreement.
- 17) DISPUTE RESOLUTION:** The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such

dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under the Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under the Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

18) CONFIDENTIALITY: In accordance with N.C.G.S. §143B-1350(e) and 143B-1375, and 09 NCAC 06B.0103 and 06B.1001, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 *et seq.* Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL**”. By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. ***However, under no circumstances shall price information be designated as confidential.*** The State may serve as custodian of Vendor’s confidential information and not as an arbiter of claims against Vendor’s assertion of confidentiality. If an action is brought pursuant to N.C.G.S. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys’ fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor’s confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor’s confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. §132-9 or other applicable law.

- a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure. Vendor agrees to abide by all facilities and security requirements and policies of the agency where work is to be performed. Any Vendor personnel shall abide by such facilities and security requirements and shall agree to be bound by the terms and conditions of the Agreement.
- b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in N.C.G.S. §132-1 *et seq.* The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor’s execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations

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- imposed upon the Department of Information Technology or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.
- c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of the Agreement in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.
 - d) The Vendor shall protect the confidentiality of all information, data, instruments, studies, reports, records and other materials provided to it by the Agency or maintained or created in accordance with this Agreement. No such information, data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written consent of the State Agency. The Vendor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records and other materials.
 - e) All project materials, including software, data, and documentation created during the performance or provision of Services hereunder that are not licensed to the State or are not proprietary to the Vendor are the property of the State of North Carolina and must be kept confidential or returned to the State, or destroyed. Proprietary Vendor materials shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of Services hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the State.
- 19) DEFAULT:** In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, or Vendor fails to meet the requirements of Paragraph 9) herein, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- a) If Vendor fails to deliver or provide correct Services or other Deliverables within the time required by the Agreement, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide services or other Deliverables.
 - b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
 - c) Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.
 - d) If the prescribed acceptance testing stated in the Solicitation Documents or performed pursuant to Paragraph 9) of the DIT Terms and Conditions is not completed successfully, the State may

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request substitute Software, cancel the portion of the Contract that relates to the unaccepted Software, or continue the acceptance testing with or without the assistance of Vendor. These options shall remain in effect until such time as the testing is successful or the expiration of any time specified for completion of the testing. If the testing is not completed after exercise of any of the State's options, the State may cancel any portion of the contract related to the failed Software and take action to procure substitute software. If the failed software (or the substituted software) is an integral and critical part of the proper completion of the work for which the Deliverables identified in the solicitation documents or statement of work were acquired, the State may terminate the entire contract.

20) WAIVER OF DEFAULT: Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of the Agreement, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to the Agreement pursuant to Paragraph 40) herein below.

21) TERMINATION: Any notice or termination made under the Agreement shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

- a) The parties may mutually terminate the Agreement by written agreement at any time.
- b) The State may terminate the Agreement, in whole or in part, pursuant to Paragraph 19), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
 - i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 22) and 23) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of the Agreement; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
 - ii) Termination For Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.
 - iii) Consistent failure to participate in problem resolution meetings, two (2) consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the Agreement.

22) LIMITATION OF VENDOR'S LIABILITY:

- a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables. Vendor shall not be responsible for any damages that arise from (i) misuse or modification of Vendor's Software by or on behalf of the State, (ii) the State's failure to use corrections or enhancements made available by Vendor, (iii) the quality or integrity of data from other automated or manual systems with which the Vendor's Software interfaces, (iv) errors in or changes to third party software or hardware implemented by the State or a third party (including the vendors of such software or hardware) that is not a subcontractor of Vendor or that is not supported by the Deliverables, or (vi) the operation or use of the Vendor's Software not in accordance with the operating procedures developed for the Vendor's Software or otherwise in a manner not contemplated by this Agreement.
- b) The Vendor's liability for damages to the State arising under the contract shall be limited to two times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranties pursuant to Section II, 2) of these Terms and Conditions, or to claims for injury to persons or damage to tangible personal property, gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 *et seq.*, the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on the Agreement. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

23) VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of the Agreement, whether tangible or intangible, arising out of the ordinary negligence, wilful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors.
- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.

24) TIME IS OF THE ESSENCE: Time is of the essence in the performance of the Agreement.

25) DATE AND TIME WARRANTY: The Vendor warrants that any Deliverable, whether Services, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs, modifies or affects any date and/or time data recognition function,

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calculation, or sequencing, will still enable the modified function to perform accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

- 26) INDEPENDENT CONTRACTORS:** Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. The Agreement shall not operate as a joint venture, partnership, trust, agency or any other similar business relationship.
- 27) TRANSPORTATION:** Transportation of any tangible Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.
- 28) NOTICES:** Any notices required under the Agreement should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.
- 29) TITLES AND HEADINGS:** Titles and Headings in the Agreement are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.
- 30) AMENDMENT:** The Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 36) herein.
- 31) TAXES:** The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of the Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.
- 32) GOVERNING LAWS, JURISDICTION, AND VENUE:**
- a) The Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina and applicable Administrative Rules. The place of the Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to the Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
 - b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern the Agreement. To the extent the Contract entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.
- 33) FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear

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explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

- 34) COMPLIANCE WITH LAWS:** The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 35) SEVERABILITY:** In the event that a court of competent jurisdiction holds that a provision or requirement of the Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of the Agreement shall remain in full force and effect. All promises, requirements, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.
- 36) CHANGES:** The Agreement and subsequent purchase order(s) is awarded subject to the provision of the specified Services and the shipment or provision of other Deliverables as specified herein. Any changes made to the Agreement or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Services or other Deliverables delivered without a purchase order from the Agency or State Award Authority.
- 37) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.
- 38) ELECTRONIC PROCUREMENT (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document):** Purchasing shall be conducted through the Statewide E-Procurement Services. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Services. The Vendor shall register for the Statewide E-Procurement Services within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of the Agreement.
- a) **The successful Vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the Statewide E-Procurement Service.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the Services rendered by the Supplier Manager under the Agreement. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.
 - b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice

not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

- c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Services. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of Contract, and the payment for goods delivered.
- d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

39) PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION:

- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor technology"). To the extent that any Vendor technology is contained in any of the Services or Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor technology in connection with the Services or Deliverables for the State's purposes.
- b) Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential deliverables first originated and prepared by the Vendor for delivery to the State.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or other Deliverables supplied by the Vendor, or the operation of such pursuant to a current version of vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action; damages shall be limited as provided in N.C.G.S. 143B-1350(h1). Such defense and payment shall be conditioned on the following:

- i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Should any Services or other Deliverables supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the Services or Deliverables, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such Services or Deliverables by the State shall be prevented by injunction, the Vendor agrees to take back any goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the state in procuring substitute Services or Deliverables. If, in the sole opinion of the State, the return of such infringing Services or Deliverables makes the retention of other Services or Deliverables acquired from the Vendor under the agreement impractical, the State shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back Services or Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded Service or Deliverable, or (ii) results from the continued use of the good(s) or services and other Services or Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

40) UNANTICIPATED TASKS: In the event that additional work must be performed that was wholly unanticipated, and that is not specified in the Agreement, but which in the opinion of both parties is necessary to the successful accomplishment of the contracted scope of work, the procedures outlined in this article will be followed. For each item of unanticipated work, the Vendor shall prepare a work authorization in accordance with the State's practices and procedures.

- a) It is understood and agreed by both parties that all of the terms and conditions of the Agreement shall remain in force with the inclusion of any work authorization. A work authorization shall not constitute a contract separate from the Agreement, nor in any manner amend or supersede any of the other terms or provisions of the Agreement or any amendment hereto.
- b) Each work authorization shall comprise a detailed statement of the purpose, objective, or goals to be undertaken by the Vendor, the job classification or approximate skill level or sets of the personnel required, an identification of all significant material then known to be developed by the Vendor's personnel as a Deliverable, an identification of all significant materials to be delivered by the State to the Vendor's personnel, an estimated time schedule for the provision of the Services by the Vendor, completion criteria for the work to be performed, the name or identification of Vendor's personnel to be assigned, the Vendor's estimated work hours required to accomplish the purpose,

objective or goals, the Vendor's billing rates and units billed, and the Vendor's total estimated cost of the work authorization.

- c) All work authorizations must be submitted for review and approval by the procurement office that approved the original Contract and procurement. This submission and approval must be completed prior to execution of any work authorization documentation or performance thereunder. All work authorizations must be written and signed by the Vendor and the State prior to beginning work.
- d) The State has the right to require the Vendor to stop or suspend performance under the "Stop Work" provision of the North Carolina Department of Information Technology Terms and Conditions.
- e) The Vendor shall not expend Personnel resources at any cost to the State in excess of the estimated work hours unless this procedure is followed: If, during performance of the work, the Vendor determines that a work authorization to be performed under the Agreement cannot be accomplished within the estimated work hours, the Vendor will be required to complete the work authorization in full. Upon receipt of such notification, the State may:
 - a. Authorize the Vendor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work authorization, or
 - b. Terminate the work authorization, or
 - c. Alter the scope of the work authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
 - d. The State will notify the Vendor in writing of its election within seven (7) calendar days after receipt of the Vendor's notification. If notice of the election is given to proceed, the Vendor may expend the estimated additional work hours or Services.

41) STOP WORK ORDER: The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under the Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Vendor. The ninety (90) day period may be extended for any further period for which the parties may agree.

- A. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which the parties agree, the State shall either:
 - A. Cancel the Stop Work Order, or
 - B. Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of the Agreement.
- B. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an

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equitable adjustment in the delivery schedule, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if:

- A. The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of the Agreement, and
 - B. The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon an offer submitted at any time before final payment under the Agreement.
 - C. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.
 - D. The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.
- 41) TRANSITION ASSISTANCE:** If the Agreement is not renewed at the end of the term, or is canceled prior to its expiration, for any reason, the Vendor must provide for up to six (6) months after the expiration or cancellation of the Agreement, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Agreement, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Agreement for Contract performance. If the State cancels the Agreement for cause, then the State will be entitled to off set the cost of paying the Vendor for the additional resources the Vendor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

Section 2: Terms and Conditions Applicable to Information Technology Goods and Services

- 1) SOFTWARE LICENSE FOR HARDWARE, EMBEDDED SOFTWARE AND FIRMWARE:** Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as a CD-ROM or other media, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of all equipment on which the software is installed. The software may be transferred to

another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.

- 2) **LICENSE GRANT FOR APPLICATION SOFTWARE, (COTS):** This paragraph recites the scope of license granted, if not superseded by a mutually agreed and separate licensing agreement, as follows:
- a) Vendor grants to the State, its Agencies and lawful customers a non-exclusive, non-transferable and non-sublicensable license to use, in object code format, Vendor's software identified in the solicitation documents, Vendor's Statement of Work (SOW), or an Exhibit thereto executed by the parties ("Software"), subject to the restrictions set forth therein, such as the authorized computer system, the data source type(s), the number of target instance(s) and the installation site. Use of the Software shall be limited to the data processing and computing needs of the State, its Agencies and lawful customers. This license shall be for the term of the contract unless terminated as provided herein. The State agrees not to distribute, sell, sublicense or otherwise transfer copies of the Software or any portion thereof. For purposes of this Agreement, a State Entity shall be defined as any department or agency of the State of North Carolina, which is controlled by or under common control of the State or who is a lawful customer of the State pursuant to Article 3D of Chapter 147 of the General Statutes.
 - b) Vendor shall provide all encryption or identification codes or authorizations that are necessary or proper for the operation of the licensed Software.
 - c) The State shall have the right to copy the Software, in whole or in part, for use in conducting benchmark or acceptance tests, for business recovery and disaster recovery testing or operations, for archival or emergency purposes, for back up purposes, for use in preparing derivative works if allowed by the solicitation documents or statements of work, or to replace a worn copy.
 - d) The State may modify non-personal Software in machine-readable form for its internal use in merging the same with other software program material. Any action hereunder shall be subject to uses described in this paragraph, the restrictions imposed by Paragraph 3), and applicable terms in the solicitation documents or statements of work.
- 3) **WARRANTY TERMS:** Notwithstanding anything in the Agreement or Exhibit hereto to the contrary, Vendor shall assign warranties for any Deliverable supplied by a third party to the State.
- a) a) Vendor warrants that any Software or Deliverable will operate substantially in conformity with prevailing specifications as defined by the current standard documentation (except for minor defects or errors which are not material to the State) for a period of ninety (90) days from the date of acceptance ("Warranty Period"), unless otherwise specified in the Solicitation Documents. If the Software does not perform in accordance with such specifications during the Warranty Period, Vendor will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with or substantially in accordance with such specifications.
 - b) Vendor warrants to the best of its knowledge that:

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- i) The licensed Software and associated materials do not infringe any intellectual property rights of any third party;
 - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
 - iii) The licensed Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, "back doors" or other means to facilitate or allow unauthorized access to the State's information systems.
 - iv) The licensed Software and associated materials do not contain any timer, counter, lock or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits the Software's ability to operate.
- c) UNLESS MODIFIED BY AMENDMENT OR THE SOLICITATION DOCUMENTS, THE WARRANTIES IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER REPRESENTATIONS OR WARRANTIES HAVE FORMED THE BASIS OF THE BARGAIN HEREUNDER.
- 4) **RESTRICTIONS:** State's use of the Software is restricted as follows:
- a) The license granted herein is granted to the State and to any political subdivision or other entity permitted or authorized to procure Information Technology through the Department of Information Technology. If the License Grant and License Fees are based upon the number of Users, the number of Users may be increased at any time, subject to the restrictions on the maximum number of Users specified in the solicitation documents.
 - b) No right is granted hereunder to use the Software to perform Services for commercial third parties (so-called "service bureau" uses). Services provided to other State Departments, Agencies or political subdivisions of the State is permitted.
 - c) The State may not copy, distribute, reproduce, use, lease, rent or allow access to the Software except as explicitly permitted under this Agreement, and State will not modify, adapt, translate, prepare derivative works (unless allowed by the solicitation documents or statements of work,) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software or any internal data files generated by the Software.
 - d) State shall not remove, obscure or alter Vendor's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the Software.
- 5) **SUPPORT OR MAINTENANCE SERVICES:** This paragraph recites the scope of maintenance Services due under the license granted, if not superseded by a separate licensing and maintenance agreement or as may be stated in the solicitation documents. Subject to payment of a Support Service or Maintenance Fee stated in the solicitation documents for the first year and all subsequent years, if requested by the State, Vendor agrees to provide the following support Services ("Support Services") for the current version and one previous version of the Software commencing upon delivery of the Software:
- a) **Error Correction:** If the error conditions reported by the State pursuant to the General Terms and Conditions are not corrected in a timely manner, the State may request a replacement copy of the licensed Software from Vendor. In such event, Vendor shall then deliver a replacement copy, together with corrections and updates, of the licensed Software within 24 hours of the State's request at no added expense to the State.

- b) **Other Agreement:** This Paragraph 5 may be superseded by written mutual agreement provided that: Support and maintenance Services shall be fully described in such a separate agreement annexed hereto and incorporated herein
- c) **Temporary Extension of License:** If any licensed Software or CPU/computing system on which the Software is installed fails to operate or malfunctions, the term of the license granted shall be temporarily extended to another CPU selected by the State and continue until the earlier of:
 - i) Return of the inoperative CPU to full operation, or
 - ii) Termination of the license.
- d) **Encryption Code:** Vendor shall provide any temporary encryption code or authorization necessary or proper for operation of the licensed Software under the foregoing temporary license. The State will provide notice by expedient means, whether by telephone, e-mail or facsimile of any failure under this paragraph. On receipt of such notice, Vendor shall issue any temporary encryption code or authorization to the State within twenty-four (24) hours; unless otherwise agreed.
- e) **Updates:** Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Updates") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, be governed by the provisions of the Agreement.
- f) **Telephone Assistance:** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four (4) hours or eight (8) hours or next business day, etc. (*edit this time to what you want your response time to be*), for calls made at any time
- 6) **STATE PROPERTY AND INTANGIBLES RIGHTS:** The parties acknowledge and agree that the State shall own all right, title and interest in and to the copyright in any and all software, technical information, specifications, drawings, records, documentation, data and other work products first originated and prepared by the Vendor for delivery to the State (the "Deliverables"). To the extent that any Vendor Technology is contained in any of the Deliverables, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's internal business purposes. Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.

Section 3: Terms and Conditions Applicable to Personnel and Personal Services

- 1) **VENDOR'S REPRESENTATION:** Vendor warrants that qualified personnel will provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under the Agreement. Vendor will serve as the prime Vendor under the Agreement. Should the State approve any subcontractor(s), the Vendor

shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Such third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

- a) Intellectual Property. Vendor represents that it has the right to provide the Services and other Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor also represents that its Services and other Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
 - b) Inherent Services. If any Services or other Deliverables, functions, or responsibilities not specifically described in the Agreement are required for Vendor's proper performance, provision and delivery of the Services and other Deliverables pursuant to the Agreement, or are an inherent part of or necessary sub-task included within the Services, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract.
 - c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of the Agreement; and that entering into the Agreement is not prohibited by any Contract, or order by any court of competent jurisdiction.
- 2) SERVICES PROVIDED BY VENDOR:** Vendor shall provide the State with implementation Services as specified in a Statement of Work ("SOW") executed by the parties. This Agreement in combination with each SOW individually comprises a separate and independent contractual obligation from any other SOW. A breach by Vendor under one SOW will not be considered a breach under any other SOW. The Services intended hereunder are related to the State's implementation and/or use of one or more Software Deliverables licensed hereunder or in a separate software license agreement between the parties ("License Agreement"). (Reserve if not needed)
- 3) PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of the Agreement without prior written approval by the Agency Contract Administrator. The individuals designated as key personnel for purposes of the Agreement are those specified in the Vendor's offer. Any desired substitution shall be noticed to the Agency's Contract Administrator in writing accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the Services of any person providing Services under the Agreement. Upon such termination, the Agency may request acceptable substitute personnel or terminate the Contract Services provided by such personnel.
- a) Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and other Deliverables.
 - b) Vendor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.

- c) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
 - i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
 - ii) Such use does not conflict with any procurement law, regulation or policy, or
 - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.
- d) Unless otherwise provided by the Agency, the Vendor shall furnish all necessary personnel, Services, and otherwise perform all acts, duties and responsibilities necessary or incidental to the accomplishment of the tasks specified in the Agreement. The Vendor shall be legally and financially responsible for its personnel including, but not limited to, any deductions for social security and other withholding taxes required by state or federal law. The Vendor shall be solely responsible for acquiring any equipment, furniture, and office space not furnished by the State necessary for the Vendor to comply with the Agreement. The Vendor personnel shall comply with any applicable State facilities or other security rules and regulations.
- 4) PERSONAL SERVICES:** The State shall have and retain the right to obtain personal Services of any individuals providing Services under the Agreement. This right may be exercised at the State's discretion in the event of any transfer of the person providing personal Services, termination, default, merger, acquisition, bankruptcy or receivership of the Vendor to ensure continuity of Services provided under the Agreement. Provided, however, that the Agency shall not retain or solicit any Vendor employee for purposes other than completion of personal Services due as all or part of any performance due under the Agreement.
 - a) Vendor personnel shall perform any duties on the premises of the State during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
 - b) The State has and reserves the right to disapprove the continuing assignment of Vendor personnel provided by Vendor under the Agreement. If this right is exercised and the Vendor is not able to replace the disapproved personnel as required by the State, the parties agree to employ best commercial efforts to informally resolve such failure equitably by adjustment of other duties, set-off, or modification to other terms that may be affected by Vendor's failure.
 - c) Vendor will make every reasonable effort consistent with prevailing business practices to honor the specific requests of the State regarding assignment of Vendor's employees. Vendor reserves the sole right to determine the assignment of its employees. If one of Vendor's employees is unable to perform due to illness, resignation, or other factors beyond Vendor's control, Vendor will provide suitable personnel at no additional cost to the State.
 - d) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
 - i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
 - ii) Such use does not conflict with any procurement law, regulation or policy, or
 - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel

APPENDIX C – DHHS PRIVACY AND SECURITY OFFICE (PSO) CONTRACT LANGUAGE

Compliance with Applicable Laws

The Contractor shall comply with all applicable laws, ordinances, codes, rules, regulations, licensing requirements, electronic storage standards concerning privacy, data protection, confidentiality, and security including those of federal, state, and DHHS having jurisdiction where business services are provided for accessing, receiving, or processing all confidential information.

NC State and Department of Health and Human Services Privacy and Security Requirements

The Contractor shall implement internal data security measures, and other industry security best practices utilizing appropriate hardware and software necessary to monitor, maintain, and ensure data integrity in accordance with all applicable federal regulations, state regulations, DHHS privacy and security policies. The Contractor will maintain all Privacy and security safeguards throughout the term of this agreement. In addition, the Contractor agrees to maintain compliance with the following:

NC DHHS Privacy Manual and Security Manual, both located online at:

<https://policies.ncdhhs.gov/departmental/policies-manuals/section-viii-privacy-and-security>

NC Statewide Information Security policies, located online at:

<https://it.nc.gov/resources/cybersecurity-risk-management/esrmo-initiatives/statewide-information-security-policies>

Health Insurance Portability and Accountability Act (HIPAA)

If the DHHS Division or Office determines that some or all the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (HIPAA), or its implementing regulations, the Contractor agrees to comply with all HIPAA requirements and will execute such agreements and practices as the Division or Office may require ensuring compliance.

Confidentiality

Confidentiality: The Contractor shall protect the confidentiality of all information, data, instruments, documents, studies, or reports given to the Contractor under this agreement in accordance with the standards of the DHHS privacy and security policies, state regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Parts 160 and 164, subparts A and E, Security Standards at 45 C.F.R. Parts 160, 162 and 164, subparts A and C (“the Security Rule”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH). The Contractor shall not disclose or make information available to any individual or organization without the prior written consent of the DHHS Division or Office except permitted by this contract for performing its obligations. The Contractor acknowledges that in receiving, storing, and processing confidential information, it will implement necessary privacy and security measures to safeguard all information.

Encryption and Transmission: The Contractor will implement strong encryption algorithm that meets industry encryption standard criteria as defined by NIST and HIPAA Security Standards to encrypt all confidential information including protected health information (PHI) and personally identifiable information (PII) while in transit and at rest to ensure data confidentiality and security.

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Data Security: The Contractor shall implement internal data security measures, environmental safeguards, firewalls, access controls, and other industry security best practices utilizing appropriate hardware and software necessary to monitor, maintain, and ensure data integrity in accordance with all applicable federal regulations, state regulations and DHHS privacy and security policies. In the event the Contractor obtains written consent by a DHHS Division or Office to enter into a third-party agreement to whom the Contractor provides confidential information, the Contractor shall ensure that such agreement contains provisions reflecting obligations of data confidentiality and data security stringent as those set forth in the contract.

Duty to Report: In addition to any DHHS Privacy and Security Office (PSO) notification requirements in a Business Associate Agreement (BAA) with a DHHS Division or Office, the Contractor shall report all suspected and confirmed privacy/security incidents or privacy/security breaches involving unauthorized access, use, disclosure, modification, or data destruction to the DHHS Privacy and Security Office at [https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security_within twenty-four \(24\) hours after the incident is first discovered](https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security_within twenty-four (24) hours after the incident is first discovered). If the privacy or security incident involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the contractor shall report the incident within one (1) hour after the breach is first discovered. At a minimum, such privacy and security incident report will contain to the extent known: the nature of the incident, specific information about the data compromised, the date the privacy or security incident occurred, the date the Contractor was notified, and the identity of affected or potentially affected individual(s). During the performance of this contract, the contractor is to notify the DHHS Privacy and Security Office of any contact by the federal Office for Civil Rights (OCR) received by the contractor. In addition, the Contractor will reasonably cooperate with DHHS Divisions and Offices to mitigate the damage or harm of such security incidents.

Cost Borne by Contractor: If any applicable federal regulations, state regulations, local law, or rules requires the DHHS division/office or the contractor to give affected persons written notice of a privacy or security breach arising out of the contractor's performance under this contract, the contractor shall bear the cost of the notice.

Continuous Monitoring

1. The Contractor shall maintain compliance with the State Chief Information Officer's (CIO) Continuous Monitoring Process mandate, requiring that Contractors hosting state-owned data outside of NC DIT's infrastructure environment work with state agencies to implement a risk management program that continuously monitors risk through the performance of assessments, risk analysis, and data inventory.
2. To comply with this mandate, set forth in N.C.G.S § 143B-1376 http://www.ncleg.net/EnactedLegislation/Statutes/HTML/ByChapter/Chapter_143B.html and based upon NIST 800-137, "Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations", the Contractor shall perform security/risk assessments on its information systems using the latest NIST 800-53 controls to assess its compliance with enterprise security standards as outlined below.

Security Assessment:

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- 1) Contractors providing Infrastructure as a Service, Platform as a Service and/or Software as a Service for the state agency are required to obtain approval from the DHHS Privacy and Security Office to ensure their compliance with statewide security policies.
- 2) To obtain such approval, the Contractor shall annually provide both a written attestation to its compliance and an industry recognized, third party assessment report, such as the Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, and ISO 27001. State agencies will be required to review these security assessment reports, assess the risk of each vendor, ensure completion of all findings using a Corrective Action Plan (CAP), and provide an annual certification to the Contractor's compliance to the State CIO.

Risk Analysis- NC University Systems and Other State Agencies:

For NC University Systems and Other State Agencies: As a part of the continuous monitoring process and in lieu of the security assessment requirements above, the following risk analysis compliance is required:

- 1) The Contractor shall perform a risk analysis, either by using a third-party assessor or by performing a self-analysis, on a three-year cycle (with a third-party analysis mandated every third year).
- 2) The Contractor shall provide a risk analysis for its cloud-hosted providers or off-site hosting service providers.
- 3) The Contractor shall provide all findings identified in this risk analysis to NC DHHS Privacy and Security Office within thirty (30) calendar days of analysis completion, also including a corrective action plan documenting how each finding will be remediated.

The Contractor shall work with the state agency to provide a data inventory of all cloud hosted services, by assisting the state agency with completing a Privacy Threshold Analysis (PTA) documenting the data classification and the data fields hosted within the cloud, offsite, or Contractor-hosted environment. The Contractor shall review a Privacy Threshold Analysis (PTA) with the NC DHHS Privacy and Security Office annually and assist with updating the PTA when changes to the data being hosted occur.

DHHS Privacy & Security office may perform periodic independent security assessments of Contractor hosted applications on the public/private/hybrid cloud or On-Prem data centers. The Contractor must provide access to their applications' hosting environment and their key resources to DHHS designated resources and DHHS engaged vendors to perform a privacy & security risk assessment that includes vulnerability analysis, penetration testing, and risk analysis based on the latest NIST 800-53, Federal, State and DHHS requirements.

Oversight

Access to Persons and Records: Auditors shall have access to persons and records for all contracts or grants entered by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records for all contracts or grants entered by State agencies or political subdivision.

Record Retention: Records shall not be destroyed, purged, or disposed of without the express written consent of the DHHS Division or Office. State basic records retention policy requires all grant records to

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be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs is a minimum of ten years. The record retention period for the Health Insurance Portability and Accountability Act (HIPAA) is six years. For the Internal Revenue Service (IRS) and the Social Security Administration (SSA), the record retention period is seven years.

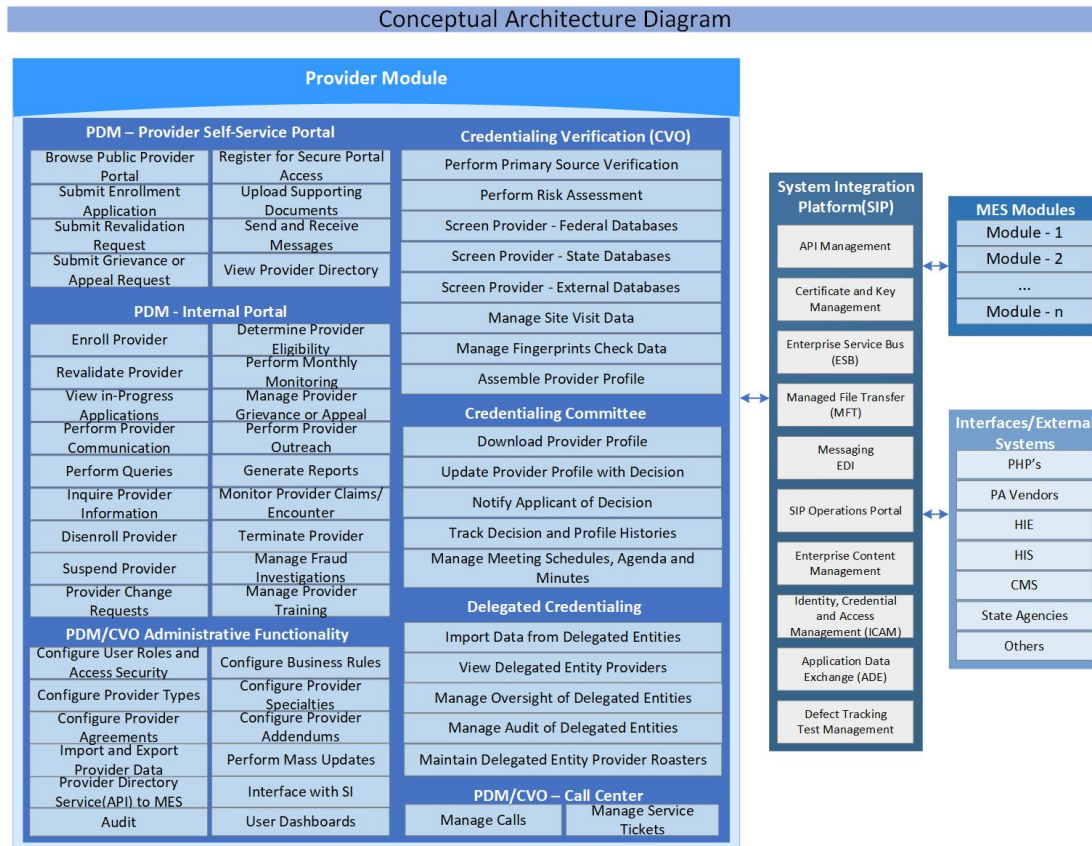
Flow-down

If a sub-contractor is used in the performance of this contract, it will be with written approval of NC DHHS including PSO. All the security and privacy requirements stated in the sections titled *Compliance with Applicable Laws, NC State and Department of Health and Human Services Privacy and Security Requirements, Health Insurance Portability and Accountability Act (HIPAA), Confidentiality, Continuous Monitoring, Oversight, and Flow-Down*, and all their sub-sections shall be included with no modifications to each sub-contract. Sub-contract language shall be made available to NC DHHS and PSO for review if requested.

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APPENDIX D – CONCEPT OF OPERATIONS

Figure 1: NC MIMS – PDM/CVO Solution Conceptual Diagram (for information purposes only and may be subject to change)





APPENDIX E – PRICING SCHEDULES (ATTACHMENT G)

Offerors must update their Price Schedules provided in response to the Master Services Agreement (MSA) based upon the North Carolina (NC) changes specific to this Participating Addendum (PA). Offerors shall propose a firm fixed price for each of the fields contained on the pricing schedules. These schedules serve as the representation of the Offeror's adjusted price, if applicable.

Offeror should include additional information as necessary to explain the Offeror's adjusted price.

Please see our completed Attachment G.

Provider Services Pricing Schedules	
List of Schedules	
Schedule	Title
Schedule A	Cost Summary
Schedule B (includes B -1 thru B-3)	DDI Payment Milestone by Phase for Base Services Scope of Work, Option A Services and Option B Services
Schedule C	Cost of Operations
Schedule D	Enhancement Pool Hours
Schedule E	Resource Hourly Rates
Schedule F (includes tabs F-1 thru F-4)	Provider Services Base Scope of Work Cost
Schedule G (includes tabs G-1 thru G-4)	Provider Services Option A Scope of Work Cost
Schedule H (includes tabs H-1 thru H-4)	Provider Services Option B Scope of Work Cost
Instructions:	
<p>Offerors shall propose a firm fixed price for each of the fields contained on the pricing schedules unless otherwise specified. These costs must include the applicable costs outlined in Attachment L- Technology Matrix.</p> <p>These schedules represent the Offeror's price. Offeror must include additional information as necessary to explain the Offeror's price. No cost information shall be included in the technical proposal.</p> <p>All schedules must be completed in full at the time of submittal unless otherwise noted. Montana state law dictates a contract limit of 10 years. The Contract term will include DDI and operations years for the MPATH project.</p> <p>The preferred technical standards for the State have been provided in the procurement library. The State does not have excess licenses for these components. Therefore, if the Contractor chooses to include any of these components in their solution, the Contractor shall include the costs of these components in their proposal.</p>	
Schedule A:	This is a summary of the all-inclusive cost of the proposal. These totals should be taken from Schedules F (tabs F-1 thru F-4). Cost summary for Option A services should be taken from Schedule G (tabs G-1 thru G-4). Cost summary for Option B services should be taken from Schedule H (tabs H-1 thru H4). Offerors are only required to complete Schedules G-1 thru G-4 and/or H-1 thru H-4 if choosing to bid on services outlined in Option A and/or Option B.
Schedule B:	<p>This schedule represents the percentage of the total cost for Design, Development and Implementation. Do not include operations costs in this schedule. This schedule reflects payment milestones for each phase of the project. The offeror must complete matrix B-1 and if applicable matrices B-2 and B-3 by inserting a dollar amount for each payment milestone/phase such that the total percentages by phase are within the minimum and max percentage for each phase. Offerors are only required to complete Schedules B-2 and/or B-3 if choosing to bid on services outlined in Option A and/or Option B.</p> <p>Note: Schedule B - DDI Payment Milestones by Phase shall be based on a hypothetical scenario for a State that has 65,000 Total Providers or 65,000 Total Owners.</p>
Schedule C:	This schedule represents the total cost of operations including four base years and five optional years. This will be completed as an attachment to a Participating Addendum. Schedule C does not need to be completed as a part of the Offeror's proposal submission. Operations year one begins the first day of the month following the implementation of the MPATH module.
Schedule D:	This schedule represents the cost for enhancement pool hours for both the DDI and Operations phases of the proposal. This will be completed as an attachment to a Participating Addendum. Schedule D does not need to be completed as a part of the Offeror's proposal submission. Operations year one begins the first day of the month following the implementation of the MPATH module.
Schedule E:	This schedule represents the hourly rates for resources in both the DDI and Certification phases and Operations phases.
<p>NOTE: Offerors are only required to complete Schedules G-1 thru G-4 and/or H-1 thru H-4 if choosing to bid on services outlined in Option A and/or Option B. Schedules F, G and H can be completed automatically or manually. Offerors completing Schedules F-H manually must enter values in each field highlighted in green and orange. Offerors completing Schedules F-H using the automated formulas must enter values in each field highlighted in green and blue. All other fields are protected and must not be changed. Offerors must use only Providers throughout all Schedules and Tabs in Schedules F, G, and H or use only Owners consistently throughout the Schedules and Tabs in F, G, and H to compute cost. Examples have been provided in workbook tabs labeled Example F-1 Prov Svcs DDI Costs, Example F-2 Prov Svcs Ops Cost, Example F-3 Prov Svcs DDI Hour Pool and Example F-4 Prov Svcs Ops Hour Pool. The examples provided are for demonstration purposes only and do not represent the State's expected costs for offerors cost proposal.</p>	

Schedule F (includes tabs F-1 thru F-4):	<p>This schedule represents the Provider Services Base Scope of Work Cost by Providers or Owners. Offerors must use only Providers or use only Owners consistently throughout the entire Schedule to compute cost. The Offeror must complete Schedule F based on the number of Providers or by the number of Owners for each tab (F-1 thru F-4) of Schedule F. Schedule F will only be considered complete and valid if the Offeror completes each tab for the same pricing method selected (Providers or Owners) and when all of the green and all of the orange highlighted cells have a value in the Provider Section of F-1 thru F-4 or the Owner Section of F-1 thru F-4. The base and variable costs identified in tabs F-1 thru F-4 must include the costs necessary to support the technology detailed in Attachment L - Technology Matrix.</p> <p>Leave amounts in years 8 and 9 blank. Any entries made for years 8 and 9 will be ignored in vendor evaluation.</p>
Schedule G (includes tabs G-1 thru G-4):	<p>This schedule represents the Provider Services Option A Scope of Work Cost by Providers or Owners. Offerors are only required to complete Schedules G-1 thru G-4 if choosing to bid on services outlined in Option A. Offerors must use only Providers or use only Owners consistently throughout the entire Schedule to compute cost. The Offeror must complete Schedule G based on the number of Providers or by the number of Owners for each tab (G-1 thru G-4) of Schedule G. Schedule G will only be considered complete and valid if the Offeror completes each tab for the same pricing method selected (Providers or Owners) and when all of the green and all of the orange highlighted cells have a value in the Provider Section of G-1 thru G-4 or the Owner Section of G-1 thru G-4. The base and variable costs identified in tabs G-1 thru G-4 must include the costs necessary to support the technology detailed in Attachment L - Technology Matrix.</p> <p>Leave amounts in years 8 and 9 blank. Any entries made for years 8 and 9 will be ignored in vendor evaluation.</p>
Schedule H (includes tabs H-1 thru H-4):	<p>This schedule represents the Provider Services Option B Scope of Work Cost by Providers or Owners. Offerors are only required to complete Schedules H-1 thru H-4 if choosing to bid on services outlined in Option B. Offerors must use only Providers or use only Owners consistently throughout the entire Schedule to compute cost. The Offeror must complete Schedule H based on the number of Providers or by the number of Owners for each tab (H-1 thru H-4) of Schedule H. Schedule H will only be considered complete and valid if the Offeror completes each tab for the same pricing method selected (Providers or Owners) and when all of the green and all of the orange highlighted cells have a value in the Provider Section of H-1 thru H-4 or the Owner Section of H-1 thru H-4. The base and variable costs identified in tabs H-1 thru H-4 must include the costs necessary to support the technology detailed in Attachment L - Technology Matrix.</p> <p>Leave amounts in years 8 and 9 blank. Any entries made for years 8 and 9 will be ignored in vendor evaluation.</p>
<p>Note: The following information is provided to help the Offeror understand how a Participating Entity will use Schedules F, G, and H to determine DDI cost and annual Operations cost.</p> <p>Note: <i>The information below is an example based on de-duplicated providers as factor used to calculate cost.</i></p> <p>DDI Costs</p> <p>The State will use the following method to compute State Specific Total DDI Costs:</p> <ol style="list-style-type: none"> 1.) Determine the number of total active de-duplicated providers (Total Providers) by computing the total active de-duplicated providers/owners on the last day of each month. Then compute an average of the monthly active de-duplicated providers over the first twenty-four (24) months of the last twenty-seven (27) months. This will be completed as an attachment to a Participating Addendum. 2.) Determine the net active de-duplicated providers (Variable Providers). <ol style="list-style-type: none"> a. Variable Providers = the total active de-duplicated providers (Total Providers) minus the 25,000 active de-duplicated providers included in base (Base Providers). 3.) Identify the applicable Group using the Total Providers and select the corresponding Group Variable Rate. 4.) Calculate the total variable DDI Costs (Variable DDI Costs) by multiplying the Variable Providers by the Group Variable Rate. 5.) Calculate the Total DDI Costs by adding Base DDI Cost plus Variable DDI Costs. 	

Operations

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

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

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

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

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

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

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

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

CPIU for United States Adjustment Factor Calculation:

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

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

Equals Index Point Change: C

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

Equals: D

Result multiplied by 100: $D*100 = E$

Equals CPI-U Inflation Percentage: E



Provider Services Schedule A - Cost Summary

Schedule A - Provider Services Base Scope of Work Costs

Phase	Cost	Instruction
Provider Services Base Scope of Work DDI	\$ 18,449,448.00	Insert "Total Projected DDI Costs" from Schedule F, Tab F-1
Provider Services Base Scope of Work Operations	\$ 38,067,917.01	Insert "Total Projected Operations Costs" from Schedule F, Tab F-2
Provider Services Base Scope of Work DDI Enhancement Pool Hours	\$ 216,326.85	Insert "Total Projected DDI Enhancement Pool Hour Costs" from Schedule F, Tab F-3
Provider Services Base Scope of Work Operations Enhancement Pool Hours	\$ 468,044.20	Insert "Total Projected Operations Enhancement Pool Hour Costs" from Schedule F, Tab F-4
All Inclusive Provider Services Base Scope of Work Costs	\$ 57,201,736.06	

Schedule A - Provider Services Option A Scope of Work Costs

Phase	Cost	Instruction
Provider Services Option A DDI	\$ 766,290.00	Insert "Total Projected DDI Costs" from Schedule G, Tab G-1
Provider Services Option A Operations	\$ 4,655,877.00	Insert "Total Projected Operations Costs" from Schedule G, Tab G-2
Provider Services Option A DDI Enhancement Pool Hours	\$ 72,108.95	Insert "Total Projected DDI Enhancement Pool Hour Costs" from Schedule G, Tab G-3
Provider Services Option A Operations Enhancement Pool Hours	\$ 93,608.84	Insert "Total Projected Operations Enhancement Pool Hour Costs" from Schedule G, Tab G-4
All Inclusive Provider Services Option A Costs	\$ 5,587,884.79	

Schedule A - Provider Services Option B Scope of Work Costs

Phase	Cost	Instruction
Provider Services Option B DDI	\$ 5,382,316.00	Insert "Total Projected DDI Costs" from Schedule H, Tab H-1
Provider Services Option B Operations	\$ 41,238,337.20	Insert "Total Projected Operations Costs" from Schedule H, Tab H-2
Provider Services Option B DDI Enhancement Pool Hours	\$ 36,054.48	Insert "Total Projected DDI Enhancement Pool Hour Costs" from Schedule H, Tab H-3
Provider Services Option B Operations Enhancement Pool Hours	\$ 93,608.84	Insert "Total Projected Operations Enhancement Pool Hour Costs" from Schedule H, Tab H-4
All Inclusive Provider Services Option B Costs	\$ 46,750,316.52	

Total	\$ 109,539,937.37
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Provider Services Schedule B DDI Payment Milestones by Phase

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

Schedule B-1: Provider Services Base Scope of Work Design, Development & Implementation (DDI) Payment Milestone by Phase					
Payment Milestone	DDI Phase				Total Cost
	Development Configuration and Build	User Acceptance Testing and Integration Testing	Implementation and Acceptance	Certification	
Provider Enrollment	\$3,378,893.00	\$4,909,978.00	\$615,597.00	\$984,536.00	\$9,889,004.00
Provider Maintenance	\$0.00	\$0.00	\$2,750,767.00	\$0.00	\$2,750,767.00
Provider Self-Service Portal	\$2,820,121.00	\$440,362.00	\$1,670,336.00	\$878,858.00	\$5,809,677.00
Total Cost By Phase	\$6,199,014.00	\$5,350,340.00	\$5,036,700.00	\$1,863,394.00	\$18,449,448.00
Total Percentage By Phase	33.60%	29.00%	27.30%	10.10%	100.00%
Minimum percent of total DDI cost cannot be less than the following percentages for each phase.**	5%	15%	25%	10%	
Maximum percent of total DDI cost cannot exceed the following percentages for each phase.**	35%	30%	50%	25%	
Grand Total	\$18,449,448.00				

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

Schedule B-2: Provider Services Option A Scope of Work Design, Development & Implementation (DDI) Payment Milestone by Phase					
Payment Milestone	DDI Phase				Total Cost
	Development Configuration and Build	User Acceptance Testing and Integration Testing	Implementation and Acceptance	Certification	
Provider Services Option A	\$266,214.00	\$136,135.00	\$272,956.00	\$90,985.00	\$766,290.00
Total Cost By Phase	\$266,214.00	\$136,135.00	\$272,956.00	\$90,985.00	\$766,290.00
Total Percentage By Phase	34.74%	17.77%	35.62%	11.87%	100.00%
Minimum percent of total DDI cost cannot be less than the following percentages for each phase.**	5%	15%	25%	10%	
Maximum percent of total DDI cost cannot exceed the following percentages for each phase.**	35%	30%	50%	25%	
GRAND TOTAL	\$766,290.00				

Schedule B-3: Provider Services Option B Scope of Work Design, Development & Implementation (DDI) Payment Milestone by Phase					
Payment Milestone	DDI				Total Cost
	Development Configuration and Build	User Acceptance Testing and Integration Testing	Implementation and Acceptance	Certification	
Provider Services Option B	\$1,869,852.00	\$956,193.00	\$1,917,203.00	\$639,068.00	\$5,382,316.00
Total Cost By Phase	\$1,869,852.00	\$956,193.00	\$1,917,203.00	\$639,068.00	\$5,382,316.00
Total Percentage By Phase	34.74%	17.77%	35.62%	11.87%	100%
Minimum percent of total DDI cost cannot be less than the following percentages for each phase.**	5%	15%	25%	10%	
Maximum percent of total DDI cost cannot exceed the following percentages for each phase.**	35%	30%	50%	25%	
GRAND TOTAL	\$5,382,316.00				



Provider Services Schedule C - Cost of Operations

Schedule C - Cost of Operations	
Phase	Cost
Operations Year 1	
Operations Year 2	\$5,896,046.84
Operations Year 3	\$6,665,075.64
Operations Year 4	\$6,492,009.88
TOTAL	\$19,053,132.36
Operations Optional Year 5	\$6,417,913.62
Operations Optional Year 6	\$6,390,545.27
Operations Optional Year 7	\$6,206,325.78
Operations Optional Year 8	\$0.00
Operations Optional Year 9	\$0.00
TOTAL	\$19,014,784.67
GRAND TOTAL	\$38,067,917.03

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

Schedule C - Cost of Operations Option A	
Phase	Cost
Option A Operations Year 1	\$0.00
Option A Operations Year 2	\$726,207.00
Option A Operations Year 3	\$786,212.40
Option A Operations Year 4	\$774,836.40
TOTAL	\$2,287,255.80
Option A Operations Optional Year 5	\$782,072.40
Option A Operations Optional Year 6	\$789,476.40
Option A Operations Optional Year 7	\$797,072.40
Option A Operations Optional Year 8	\$0.00
Option A Operations Optional Year 9	\$0.00
TOTAL	\$2,368,621.20
GRAND TOTAL	\$4,655,877.00

Schedule C - Cost of Operations Option B	
Phase	Cost
Option B Operations Year 1	\$0.00
Option B Operations Year 2	\$5,857,032.00
Option B Operations Year 3	\$6,829,270.68
Option B Operations Year 4	\$6,948,848.16



Schedule C - Cost of Operations	
TOTAL	\$19,635,150.84
Option B Operations Optional Year 5	\$7,122,511.92
Option B Operations Optional Year 6	\$7,186,104.72
Option B Operations Optional Year 7	\$7,294,569.72
Option B Operations Optional Year 8	\$0.00
Option B Operations Optional Year 9	\$0.00
TOTAL	\$21,603,186.36
GRAND TOTAL	\$41,238,337.20



Provider Services Schedule D Enhancement Pool Hours

Schedule D - Enhancement Pool Hours	
Phase	Cost
DDI - 1,500 hours	\$216,326.85
Total DDI	\$216,326.85
Operations Year 1 - 500 hours	\$0.00
Operations Year 2 - 500 hours	\$12,378.70
Operations Year 3 - 500 hours	\$15,300.07
Operations Year 4 - 500 hours	\$15,759.07
Optional Operations Year 1 - 500 hours	\$16,231.84
Optional Operations Year 2 - 500 hours	\$16,718.80
Optional Operations Year 3 - 500 hours	\$17,220.36
Optional Operations Year 4 - 500 hours	\$0.00
Optional Operations Year 5 - 500 hours	\$0.00
Total Operations	\$93,608.84
Grand Total	\$309,935.69

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

Schedule D - Enhancement Pool Hours Option A	
Phase	Cost
DDI - 500 hours	\$72,108.95
Total DDI	\$72,108.95
Option A Operations Year 1 - 100 hours	\$0.00
Option A Operations Year 2 - 100 hours	\$12,378.70
Option A Operations Year 3 - 100 hours	\$15,300.07
Option A Operations Year 4 - 100 hours	\$15,759.07
Option A Optional Operations Year 1 -100 hours	\$16,231.84
Option A Optional Operations Year 2 - 100 hours	\$16,718.80
Option A Optional Operations Year 3 - 100 hours	\$17,220.36
Option A Optional Operations Year 4 - 100 hours	\$0.00
Option A Optional Operations Year 5 - 100 hours	\$0.00
Total Operations	\$93,608.84



Schedule D - Enhancement Pool Hours	
Grand Total	\$165,717.79

Schedule D - Enhancement Pool Hours Option B	
Phase	Cost
DDI - 250 hours	\$36,054.48
Total DDI	\$36,054.48
Option B Operations Year 1 - 100 hours	\$0.00
Option B Operations Year 2 - 100 hours	\$12,378.70
Option B Operations Year 3 - 100 hours	\$15,300.07
Option B Operations Year 4 - 100 hours	\$15,759.07
Option B Optional Operations Year 1 - 100 hours	\$16,231.84
Option B Optional Operations Year 2 - 100 hours	\$16,718.80
Option B Optional Operations Year 3 - 100 hours	\$17,220.36
Option B Optional Operations Year 4 - 100 hours	\$0.00
Option B Optional Operations Year 5 - 100 hours	\$0.00
Total Operations	\$93,608.84
Grand Total	\$129,663.32



Provider Services Schedule E - Resource Hourly Rates

Schedule E - Resource Hourly Rates		
Type of resource	Phases	
	DDI and Certification	Operations
Accessibility Test Engineer	\$97.00	\$107.00
Account Manager	\$250.00	\$275.00
Appeals Processor / Field Dispatch	\$73.00	\$77.00
BA - Client Development	\$99.00	\$109.00
Business Analyst	\$130.00	\$140.00
Business Operations Manager	\$147.00	\$160.00
Certification Analysts	\$148.00	\$163.00
Certification Lead	\$167.00	\$184.00
Change Manager	\$179.00	\$195.00
Cincom Analyst	\$93.00	\$101.00
Configuration Manager	\$153.00	\$168.00
Contact Center - Integration Analyst	\$148.00	\$163.00
Contact Center - QA	\$98.00	\$108.00
Contact Center Agent	\$48.00	\$57.00
Contact Center QA Analyst	\$73.00	\$79.00
Contact Center Supervisor	\$62.00	\$78.00
Conversion Analyst	\$122.00	\$134.00
Conversion Architect	\$122.00	\$134.00
Conversion COE Lead	\$199.00	\$219.00
Conversion Dev Lead	\$159.00	\$175.00
Conversion Developer	\$113.00	\$124.00
Conversion Senior Analyst	\$165.00	\$182.00
Conversion Senior Developer	\$137.00	\$151.00
Credentialing Rep	\$52.00	\$56.00
Credentialing Supervisor	\$72.00	\$78.00
Data Analyst	\$138.00	\$152.00
Database Analyst / Solution Architect	\$188.00	\$207.00
Defect/UAT coordinator	\$111.00	\$122.00
Deliverables Project Manager	\$165.00	\$182.00
Deputy Technical Product Owner - Client Development	\$155.00	\$171.00
Developer	\$121.00	\$127.00
EDI Analyst	\$122.00	\$128.00
Field Inspector	\$65.00	\$70.00
Fulfillment Manager	\$93.00	\$101.00
Functional Workstream Lead - Provider	\$152.00	\$167.00
Help Desk Analyst	\$72.00	\$76.00
Help Desk Senior Analyst	\$120.00	\$130.00
Implementation Project Manager	\$200.00	\$220.00
Instructional Designer	\$165.00	\$182.00
Integration Lead	\$221.00	\$243.00
Integregation Developer	\$130.00	\$143.00
Interface Analyst	\$137.00	\$151.00
ITSM Analyst	\$154.00	\$162.00
M&O Analyst	\$98.00	\$103.00
M&O Director	\$180.00	\$195.00
Medical Director	\$280.00	\$300.00
On Site Manager	\$112.00	\$121.00
Organizational Change Management	\$171.00	\$188.00
Performance Test Lead	\$111.00	\$122.00
Performance Tester	\$90.00	\$99.00
Project Manager	\$165.00	\$182.00
Provider Enrollment QA Analyst	\$73.00	\$79.00
QA - Client Development	\$90.00	\$99.00
Quality Analyst	\$92.00	\$100.00
Release Manager	\$137.00	\$162.00
Reporting Analyst	\$111.00	\$133.00
Reporting Lead	\$131.00	\$144.00
Scribe/Project Coordinator	\$99.00	\$109.00
Scrum Master - Client Development	\$155.00	\$171.00
Security Manager	\$177.00	\$194.00
Senior BA - Client Development	\$120.00	\$132.00
Senior Developer	\$148.00	\$156.00
Senior Developer - Client Development	\$138.00	\$152.00
Senior Project Scheduler	\$127.00	\$140.00



Schedule E - Resource Hourly Rates		
Senior QA - Client Development	\$97.00	\$107.00
Service Coordinator	\$154.00	\$162.00
Sr Quality Analyst	\$93.00	\$102.00
System Admin	\$154.00	\$162.00
System Analyst	\$116.00	\$128.00
Technical Deliverables Writer	\$117.00	\$129.00
Technical Deliverables Writing Lead	\$148.00	\$163.00
Technical Implementation Manager	\$200.00	\$220.00
Technical Lead	\$147.00	\$161.00
Technical Product Owner - Client Development	\$202.00	\$222.00
Technical Writer	\$99.00	\$109.00
Test Automation Engineer	\$90.00	\$99.00
Testing Manager	\$157.00	\$173.00
Trainer	\$91.00	\$99.00
Training Delivery Manager	\$106.00	\$117.00
Training PM	\$164.00	\$180.00
Work Stream Lead - Portal/Constituent	\$147.00	\$162.00
Workforce Manager - Scheduling	\$123.00	\$135.00

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



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

Provider Services Base DDI Costs (Based on Number of Active De-duplicated Providers)																
Group:	Base Cost	Group 1			Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
Group Provider Range:	0 25,000	-	25,000		25,001	75,000	75,001	125,000	125,001	175,000	175,001	225,000	225,001	275,000	275,001	25,000
Median Providers:		No Variable Pricing in Group 1						96,000		25,000		25,000		25,000		25,000
	Base Cost Amount	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost
DDI	\$ 18,418,918.00	N/A	N/A	N/A	\$ -	\$ -	\$ 0.4300	\$ 30,530.00	\$ 0.4300	\$ -	\$ 0.4300	\$ -	\$ 0.4300	\$ -	\$ 0.4300	\$ -
Total Projected DDI Costs:	\$ 18,418,918.00			\$ -	\$ -	\$ -	\$ 30,530.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected DDI Costs: \$ 18,449,448.00																
COLA Percentage:	0.00%															
Year 1 Variable Rate:	\$ -															
Variable Rate Factor Group 2-7:					1		1		1		1		1		1	

Provider Services Base DDI Costs (Based on Number of Active De-duplicated Owners)																
Group:	Base Cost	Group 1			Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
Group Owner Range:	0 50,000	-	50,000		50,001	100,000	100,001	150,000	150,001	200,000	200,001	250,000	251,000	300,000	300,001	325,001
Median Owner:		No Variable Pricing in Group 1				75,001		125,001		175,001		225,001		275,500		325,001
	Base Cost Amount	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost
DDI	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected DDI Costs:	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected DDI Costs: \$ -																
COLA Percentage:	0.00%															
Year 1 Variable Rate:	\$ -															
Variable Rate Factor Group 2-7:					1		1		1		1		1		1	



Schedule F - Provider Services Base Scope of Work Costs
Schedule F-2 Provider Services Operations Costs

Provider Services Base Operations Costs (Based on Number of Active De-duplicated Providers)																							
Group:	Base Cost		Group 1			Group 2			Group 3			Group 4			Group 5			Group 6			Group 7		
	Group Provider Range:	0	25,000	-	25,000	25,001	75,000	75,001	125,000	125,001	175,000	175,001	225,000	225,001	275,000	275,001	25,000	25,000	25,000	25,000	25,000		
Median Providers:	No Variable Pricing in Group 1			Monthly			Annual			Monthly Variable			Monthly			Monthly Variable			Monthly Variable				
Operations Year	Monthly Base Cost	Annual Base Cost	Variable Rate	Variable Cost	Variable Cost	Variable Rate	Variable Cost	Annual Variable Cost	Variable Rate	Cost	Annual Variable Cost	Variable Rate	Variable Cost	Annual Variable Cost	Variable Rate	Cost	Annual Variable Cost	Variable Rate	Cost	Annual Variable Cost			
Operations Year 1:			N/A	N/A	N/A	\$ 0.0821	\$ -	\$ -	\$ 0.0821	\$ 5,831.65	\$ -	\$ 0.0821	\$ -	\$ -	\$ 0.0821	\$ -	\$ -	\$ 0.0821	\$ -	\$ -			
Operations Year 2:	\$ 583,598.08	\$ 5,835,980.84	N/A	N/A	N/A	\$ 0.0846	\$ -	\$ -	\$ 0.0846	\$ 6,006.60	\$ 60,066.00	\$ 0.0846	\$ -	\$ -	\$ 0.0846	\$ -	\$ -	\$ 0.0846	\$ -	\$ -			
Operations Year 3:	\$ 549,636.47	\$ 6,595,637.64	N/A	N/A	N/A	\$ 0.0871	\$ -	\$ -	\$ 0.0815	\$ 5,786.50	\$ 69,438.00	\$ 0.0871	\$ -	\$ -	\$ 0.0871	\$ -	\$ -	\$ 0.0871	\$ -	\$ -			
Operations Year 4:	\$ 535,320.82	\$ 6,423,849.88	N/A	N/A	N/A	\$ 0.0897	\$ -	\$ -	\$ 0.0800	\$ 5,680.00	\$ 68,160.00	\$ 0.0897	\$ -	\$ -	\$ 0.0897	\$ -	\$ -	\$ 0.0897	\$ -	\$ -			
Operations Optional Year 5:	\$ 529,167.44	\$ 6,350,009.22	N/A	N/A	N/A	\$ 0.0924	\$ -	\$ -	\$ 0.0797	\$ 5,658.70	\$ 67,904.40	\$ 0.0924	\$ -	\$ -	\$ 0.0924	\$ -	\$ -	\$ 0.0924	\$ -	\$ -			
Operations Optional Year 6:	\$ 526,886.74	\$ 6,322,640.87	N/A	N/A	N/A	\$ 0.0952	\$ -	\$ -	\$ 0.0797	\$ 5,658.70	\$ 67,904.40	\$ 0.0952	\$ -	\$ -	\$ 0.0952	\$ -	\$ -	\$ 0.0952	\$ -	\$ -			
Operations Optional Year 7:	\$ 511,499.61	\$ 6,137,995.38	N/A	N/A	N/A	\$ 0.0981	\$ -	\$ -	\$ 0.0802	\$ 5,694.20	\$ 68,330.40	\$ 0.0981	\$ -	\$ -	\$ 0.0981	\$ -	\$ -	\$ 0.0981	\$ -	\$ -			
Operations Optional Year 8:	\$ 526,844.60	\$ -	N/A	N/A	N/A	\$ 0.1010	\$ -	\$ -	\$ 0.0826	\$ 5,864.60	\$ -	\$ 0.1010	\$ -	\$ -	\$ 0.1010	\$ -	\$ -	\$ 0.1010	\$ -	\$ -			
Operations Optional Year 9:	\$ 542,649.94	\$ -	N/A	N/A	N/A	\$ 0.1040	\$ -	\$ -	\$ 0.0851	\$ 6,042.10	\$ -	\$ 0.1040	\$ -	\$ -	\$ 0.1040	\$ -	\$ -	\$ 0.1040	\$ -	\$ -			
Total Projected Operations Costs:	\$ 37,666,113.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 401,803.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Projected Operations Costs: \$ 38,067,917.01																							
COLA Percentage: 3.00%																							
Year 1 Variable Rate: \$ 0.082																							
Variable Rate Factor Group 2-7: 1																							

Provider Services Base Operations Costs (Based on Number of Active De-duplicated Owners)																							
Group:	Base Cost		Group 1			Group 2			Group 3			Group 4			Group 5			Group 6			Group 7		
	Group Owner Range:	0	50,000	-	50,000	50,001	100,000	100,001	150,000	150,001	200,000	200,001	250,000	250,001	300,000	300,001	275,001	275,001	275,001	325,001			
Median Owner:	No Variable Pricing in Group 1			Monthly			Annual			Monthly Variable			Monthly			Monthly Variable			Monthly Variable				
Operations Year	Monthly Base Cost	Annual Base Cost	Variable Rate	Variable Cost	Variable Cost	Variable Rate	Variable Cost	Annual Variable Cost	Variable Rate	Cost	Annual Variable Cost	Variable Rate	Variable Cost	Annual Variable Cost	Variable Rate	Cost	Annual Variable Cost	Variable Rate	Cost	Annual Variable Cost			
Operations Year 1:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Operations Year 2:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Operations Year 3:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Operations Year 4:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Operations Optional Year 5:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Operations Optional Year 6:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Operations Optional Year 7:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Operations Optional Year 8:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Operations Optional Year 9:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Projected Operations Costs:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Projected Operations Costs: \$ -																							
COLA Percentage: 0.00%																							
Year 1 Variable Rate: \$ -																							
Variable Rate Factor Group 2-7: 1																							



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

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

	Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
	DDI Enhancement Pool Hours:	25,000	25,001	75,000	75,001	125,000	125,001	175,000	175,001	225,000	225,001	275,000	275,001	
	-	-	-	-	-	1,500	-	-	-	-	-	-	-	-
	<i>Pool Hour Rate</i>	<i>Pool Hour Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>
DDI:	\$ 144.22	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ 216,326.85	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -
Total DDI Enhancement Pool Hour Costs:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 216,326.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected DDI Enhancement Pool Hour Costs: \$ 216,326.85														
COLA Percentage:	3.00%													
Year 1 Hourly Rate:	\$ 144.22													
Variable Rate Factor Group 2-7:			1		1		1		1		1		1	

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

	Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
	DDI Enhancement Pool Hours:	50,000	50,001	100,000	100,001	150,000	150,001	200,000	200,001	250,000	250,001	300,000	300,001	
	-	1,500	-	1,500	-	1,500	-	1,500	-	1,500	-	1,500	-	1,500
	<i>Pool Hour Rate</i>	<i>Pool Hour Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>
DDI:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total DDI Enhancement Pool Hour Costs:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected DDI Enhancement Pool Hour Costs: \$ -														
COLA Percentage:	0.00%													
Year 1 Hourly Rate:	\$ -													
Variable Rate Factor Group 2-7:			1		1		1		1		1		1	



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

Provider Services Base Scope of Work Operations Enhancement Pool Hour Costs (Based on Number of Active De-duplicated Providers)																											
Group Provider Range:		Group 1 -		25,000		Group 2 25,001		75,000		Group 3 75,001		125,000		Group 4 125,001		175,000		Group 5 175,001		225,000		Group 6 225,001		275,000		Group 7 275,001	
Operations Annual Enhancement Pool Hours:		500		500		500		500		500		500		500		500		500		500		500		500		500	
Operations Year		Pool Hour Rate	Pool Hour Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost
Operations Year 1:		\$ 144.22	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -
Operations Year 2:		\$ 148.54	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ 61,893.50	\$ 148.5444	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ -
Operations Year 3:		\$ 153.00	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ 76,500.35	\$ 153.0007	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ -
Operations Year 4:		\$ 157.59	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ 78,795.35	\$ 157.5907	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ -
Operations Optional Year 5:		\$ 162.32	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ 81,159.20	\$ 162.3184	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ -
Operations Optional Year 6:		\$ 167.19	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ 83,594.00	\$ 167.1880	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ -
Operations Optional Year 7:		\$ 172.21	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ 86,101.80	\$ 172.2036	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ -
Operations Optional Year 8:		\$ 177.38	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -
Operations Optional Year 9:		\$ 182.70	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -
Total Operations Enhancement Pool Hour Costs:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 468,044.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Projected Operations Enhancement Pool Hour Costs:		\$ 468,044.20																									
COLA Percentage:		3.00%																									
Year 1 Hourly Rate:		\$ 144.22																									
Variable Rate Factor Group 2-7:				1		1		1		1		1		1		1		1		1		1		1		1	

Provider Services Base Operations Enhancement Pool Hour Costs (Based on Number of Active De-duplicated Owners)																											
Group Owner Range:		Group 1 -		50,000		Group 2 50,001		100,000		Group 3 100,001		150,000		Group 4 150,001		200,000		Group 5 200,001		250,000		Group 6 2,500,001		300,000		Group 7 300,001	
Operations Annual Enhancement Pool Hours:		500		500		500		500		500		500		500		500		500		500		500		500		500	
Operations Year		Pool Hour Rate	Pool Hour Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost
Operations Year 1:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Year 2:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Year 3:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Year 4:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Optional Year 5:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Optional Year 6:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Optional Year 7:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Optional Year 8:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Optional Year 9:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Operations Enhancement Pool Hour Costs:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Projected Operations Enhancement Pool Hour Costs:		\$ -																									
COLA Percentage:		0.00%																									
Year 1 Hourly Rate:		\$ -																									
Variable Rate Factor Group 2-7:				1		1		1		1		1		1		1		1		1		1		1		1	



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

Provider Services Base DDI Costs (Based on Number of Active De-duplicated Providers)																
Group:	Base Cost	Group 1			Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
Group Provider Range:	0 25,000	-	25,000		25,001	75,000	75,001	125,000	125,001	175,000	175,001	225,000	225,001	275,000	275,001	-
Median Providers:		No Variable Pricing in Group 1						96,000								
	Base Cost Amount	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost
DDI	\$ 766,290.00	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected DDI Costs:	\$ 766,290.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected DDI Costs: \$ 766,290.00																
COLA Percentage:	3.00%															
Year 1 Variable Rate:	\$ -															
Variable Rate Factor Group 2-7:					1		1		1		1		1		1	

Provider Services Base DDI Costs (Based on Number of Active De-duplicated Owners)																
Group:	Base Cost	Group 1			Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
Group Owner Range:	0 50,000	-	50,000		50,001	100,000	100,001	150,000	150,001	200,000	200,001	250,000	250,001	300,000	300,001	325,001
Median Owner:		No Variable Pricing in Group 1				75,001		125,001		175,001		225,001		275,001		
	Base Cost Amount	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost
DDI	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected DDI Costs:	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected DDI Costs: \$ -																
COLA Percentage:	0.00%															
Year 1 Variable Rate:	\$ -															
Variable Rate Factor Group 2-7:					1		1		1		1		1		1	



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

		Provider Services Base Operations Costs (Based on Number of Active De-duplicated Providers)																					
Group:	Base Cost	Group 1			Group 2			Group 3			Group 4			Group 5			Group 6			Group 7			
Group Provider Range:	0	25,000	25,000			75,000			125,000			175,000			225,000			275,000			25,000		
Median Providers:	No Variable Pricing in Group 1																						
	Monthly		Monthly		Annual		Monthly		Annual		Monthly		Annual		Monthly		Annual		Monthly		Annual		
Operations Year	Monthly Base Cost	Annual Base Cost	Variable Rate	Variable Cost	Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost
Operations Year 1:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ 0.1662	\$ 11,800.70	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -
Operations Year 2:	\$ 60,820.00	\$ 608,200.00	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ 0.1662	\$ 11,800.70	\$ 119,007.00	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -
Operations Year 3:	\$ 53,717.00	\$ 644,604.00	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ 0.1662	\$ 11,800.70	\$ 141,608.40	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -
Operations Year 4:	\$ 52,769.00	\$ 633,228.00	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ 0.1662	\$ 11,800.70	\$ 141,608.40	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -
Operations Optional Year 5:	\$ 53,372.00	\$ 640,464.00	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ 0.1662	\$ 11,800.70	\$ 141,608.40	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -
Operations Optional Year 6:	\$ 53,989.00	\$ 647,868.00	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ 0.1662	\$ 11,800.70	\$ 141,608.40	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -
Operations Optional Year 7:	\$ 54,622.00	\$ 655,464.00	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ 0.1662	\$ 11,800.70	\$ 141,608.40	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -
Operations Optional Year 8:	\$ 56,260.66	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ 0.1662	\$ 11,800.70	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -
Operations Optional Year 9:	\$ 57,948.48	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ 0.1662	\$ 11,800.70	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -
Total Projected Operations Costs:	\$ -	\$ 3,829,828.00				\$ -	\$ -	\$ -	\$ 0.1662	\$ 11,800.70	\$ 826,049.00	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -	\$ 0.1662	\$ -	\$ -
Total Projected Operations Costs:	\$ 4,655,877.00																						
COLA Percentage:	3.00%																						
Year 1 Variable Rate:	\$ -																						
Variable Rate Factor Group 2-7:						1			1			1			1			1			1		

		Provider Services Base Operations Costs (Based on Number of Active De-duplicated Owners)																					
Group:	Base Cost	Group 1			Group 2			Group 3			Group 4			Group 5			Group 6			Group 7			
Group Owner Range:	0	50,000	50,000			100,000			150,000			200,000			250,000			300,000			325,001		
Median Owner:	No Variable Pricing in Group 1																						
	Monthly		Monthly		Annual		Monthly		Annual		Monthly		Annual		Monthly		Annual		Monthly		Annual		
Operations Year	Monthly Base Cost	Annual Base Cost	Variable Rate	Variable Cost	Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost
Operations Year 1:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Year 2:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Year 3:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Year 4:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 5:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 6:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 7:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 8:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 9:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected Operations Costs:	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected Operations Costs:	\$ -																						
COLA Percentage:	0.00%																						
Year 1 Variable Rate:	\$ -																						
Variable Rate Factor Group 2-7:						1			1			1			1			1			1		



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

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

	Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
	25,000	50,000	100,000	150,000	200,000	250,000	300,000	300,001						
DDI Enhancement Pool Hours:	-	-	-	500	-	-	-	-	-	-	-	-	-	-
	<i>Pool Hour Rate</i>	<i>Pool Hour Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>
DDI:	\$ 144.22	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ 72,108.95	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -
Total DDI Enhancement Pool Hour Costs:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,108.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected DDI Enhancement Pool Hour Costs: \$ 72,108.95														
COLA Percentage:	3.00%													
Year 1 Hourly Rate:	\$ 144.22													
Variable Rate Factor Group 2-7:	1													

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

	Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
	50,000	100,000	150,000	200,000	250,000	300,000	300,001							
DDI Enhancement Pool Hours:	-	500	500	500	500	500	500	500	500	500	500	500	500	500
	<i>Pool Hour Rate</i>	<i>Pool Hour Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>
DDI:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total DDI Enhancement Pool Hour Costs:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected DDI Enhancement Pool Hour Costs: \$ -														
COLA Percentage:	0.00%													
Year 1 Hourly Rate:	\$ -													
Variable Rate Factor Group 2-7:	1													



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

Provider Services Base Scope of Work Operations Enhancement Pool Hour Costs (Based on Number of Active De-duplicated Providers)															
Group Provider Range:		Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
		-		25,001		75,001		125,001		175,001		225,001		275,001	
Operations Annual Enhancement Pool Hours:		-		-		-		100		-		-		-	
Operations Year		Pool Hour Rate	Pool Hour Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost
Operations Year 1:	\$ 144.22	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ -
Operations Year 2:	\$ 148.54	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ 12,378.70	\$ 148.5444	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ -	\$ -
Operations Year 3:	\$ 153.00	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ 15,300.07	\$ 153.0007	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ -	\$ -
Operations Year 4:	\$ 157.59	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ 15,759.07	\$ 157.5907	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ -	\$ -
Operations Optional Year 5:	\$ 162.32	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ 16,231.84	\$ 162.3184	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ -	\$ -
Operations Optional Year 6:	\$ 167.19	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ 16,718.80	\$ 167.1880	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ -	\$ -
Operations Optional Year 7:	\$ 172.21	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ 17,220.36	\$ 172.2036	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ -	\$ -
Operations Optional Year 8:	\$ 177.38	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ -
Operations Optional Year 9:	\$ 182.70	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ -
Total Operations Enhancement Pool Hour Costs:		\$ -	\$ -	\$ -	\$ -	\$ 93,608.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected Operations Enhancement Pool Hour Costs:		\$ 93,608.84													
COLA Percentage:		3.00%													
Year 1 Hourly Rate:		\$ 144.22													
Variable Rate Factor Group 2-7:				1		1		1		1		1		1	

Provider Services Base Operations Enhancement Pool Hour Costs (Based on Number of Active De-duplicated Owners)															
Group Owner Range:		Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
		-		50,001		100,001		150,001		200,001		250,001		300,001	
Operations Annual Enhancement Pool Hours:		100		100		100		100		100		100		100	
Operations Year		Pool Hour Rate	Pool Hour Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost
Operations Year 1:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Year 2:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Year 3:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Year 4:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 5:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 6:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 7:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 8:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 9:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations Enhancement Pool Hour Costs:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected Operations Enhancement Pool Hour Costs:		\$ -													
COLA Percentage:		0.00%													
Year 1 Hourly Rate:		\$ -													
Variable Rate Factor Group 2-7:				1		1		1		1		1		1	



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

Provider Services Base DDI Costs (Based on Number of Active De-duplicated Providers)																
Group:	Base Cost	Group 1			Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
		0	25,000	-	25,000	25,001	75,000	75,001	125,000	125,001	175,000	175,001	225,000	225,001	275,000	275,001
Group Provider Range:																
Median Providers:			No Variable Pricing in Group 1													
	Base Cost Amount		Monthly	Annual	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost
DDI	\$ 4,261,474.00	N/A	N/A	N/A	\$ 15.7865	\$ -	\$ 15.7865	\$ 1,120,842.00	\$ 15.7865	\$ -	\$ 15.7865	\$ -	\$ 15.7865	\$ -	\$ 15.7865	\$ -
Total Projected DDI Costs:	\$ 4,261,474.00			\$ -	\$ -	\$ -	\$ 1,120,842.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected DDI Costs: \$ 5,382,316.00																
COLA Percentage:	0.00%															
Year 1 Variable Rate:	\$ 15.787															
Variable Rate Factor Group 2-7:					1		1		1		1		1		1	

Provider Services Base DDI Costs (Based on Number of Active De-duplicated Owners)																
Group:	Base Cost	Group 1			Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
		0	50,000	-	50,000	50,001	100,000	100,001	150,000	150,001	200,000	200,001	250,000	250,001	300,000	300,001
Group Owner Range:																
Median Owner:			No Variable Pricing in Group 1													
	Base Cost Amount		Monthly	Annual	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost
DDI	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected DDI Costs:	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected DDI Costs: \$ -																
COLA Percentage:	0.00%															
Year 1 Variable Rate:	\$ -															
Variable Rate Factor Group 2-7:					1		1		1		1		1		1	



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

Provider Services Base Operations Costs (Based on Number of Active De-duplicated Providers)																								
Group:	Base Cost		Group 1			Group 2			Group 3			Group 4			Group 5			Group 6			Group 7			
	Group Provider Range:	0	25,000	-	25,000	25,001	75,000	75,001	125,000	125,001	175,000	175,001	225,000	225,001	275,000	275,001	25,000	25,000	25,000	25,000	25,000	25,000	25,000	
Median Providers:			No Variable Pricing in Group 1																					
Operations Year	Monthly Base Cost	Annual Base Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	
Operations Year 1:	\$ 284,081.00	\$ -	N/A	N/A	N/A	\$ 4.1245	\$ -	\$ -	\$ 4.1245	\$ 292,839.50	\$ -	\$ 4.1245	\$ -	\$ -	\$ 4.1245	\$ -	\$ -	\$ 4.1245	\$ -	\$ -	\$ 4.1245	\$ -	\$ -	
Operations Year 2:	\$ 267,933.00	\$ 2,840,810.00	N/A	N/A	N/A	\$ 4.2482	\$ -	\$ -	\$ 4.2482	\$ 301,622.20	\$ -	\$ 4.2482	\$ -	\$ -	\$ 4.2482	\$ -	\$ -	\$ 4.2482	\$ -	\$ -	\$ 4.2482	\$ -	\$ -	
Operations Year 3:	\$ 273,448.00	\$ 3,215,196.00	N/A	N/A	N/A	\$ 4.3756	\$ -	\$ -	\$ 4.3756	\$ 301,172.89	\$ 3,614,074.68	\$ 4.3756	\$ -	\$ -	\$ 4.3756	\$ -	\$ -	\$ 4.3756	\$ -	\$ -	\$ 4.3756	\$ -	\$ -	
Operations Year 4:	\$ 280,127.00	\$ 3,281,376.00	N/A	N/A	N/A	\$ 4.5069	\$ -	\$ -	\$ 4.5069	\$ 305,622.68	\$ 3,667,472.16	\$ 4.5069	\$ -	\$ -	\$ 4.5069	\$ -	\$ -	\$ 4.5069	\$ -	\$ -	\$ 4.5069	\$ -	\$ -	
Operations Optional Year 5:	\$ 276,843.00	\$ 3,361,524.00	N/A	N/A	N/A	\$ 4.6421	\$ -	\$ -	\$ 4.6421	\$ 313,415.66	\$ 3,760,987.92	\$ 4.6421	\$ -	\$ -	\$ 4.6421	\$ -	\$ -	\$ 4.6421	\$ -	\$ -	\$ 4.6421	\$ -	\$ -	
Operations Optional Year 6:	\$ 277,964.00	\$ 3,322,116.00	N/A	N/A	N/A	\$ 4.7814	\$ -	\$ -	\$ 4.7814	\$ 321,999.06	\$ 3,863,988.72	\$ 4.7814	\$ -	\$ -	\$ 4.7814	\$ -	\$ -	\$ 4.7814	\$ -	\$ -	\$ 4.7814	\$ -	\$ -	
Operations Optional Year 7:	\$ 286,303.00	\$ 3,335,568.00	N/A	N/A	N/A	\$ 4.9248	\$ -	\$ -	\$ 4.9248	\$ 329,916.81	\$ 3,959,001.72	\$ 4.9248	\$ -	\$ -	\$ 4.9248	\$ -	\$ -	\$ 4.9248	\$ -	\$ -	\$ 4.9248	\$ -	\$ -	
Operations Optional Year 8:	\$ 294,892.00	\$ -	N/A	N/A	N/A	\$ 5.0725	\$ -	\$ -	\$ 5.0725	\$ 339,813.10	\$ -	\$ 5.0725	\$ -	\$ -	\$ 5.0725	\$ -	\$ -	\$ 5.0725	\$ -	\$ -	\$ 5.0725	\$ -	\$ -	
Operations Optional Year 9:	\$ -	\$ -	N/A	N/A	N/A	\$ 5.2247	\$ -	\$ -	\$ 5.2247	\$ 350,008.70	\$ -	\$ 5.2247	\$ -	\$ -	\$ 5.2247	\$ -	\$ -	\$ 5.2247	\$ -	\$ -	\$ 5.2247	\$ -	\$ -	
Total Projected Operations Costs:	\$ 41,238,337.20	\$ 19,356,590.00								\$ 21,881,747.20														
COLA Percentage:		3.00%																						
Year 1 Variable Rate:	\$ 4.125																							
Variable Rate Factor Group 2-7:						1			1			1			1			1			1			

Provider Services Base Operations Costs (Based on Number of Active De-duplicated Owners)																								
Group:	Base Cost		Group 1			Group 2			Group 3			Group 4			Group 5			Group 6			Group 7			
	Group Owner Range:	0	50,000	-	50,000	50,001	100,000	100,001	150,000	150,001	200,000	200,001	250,000	250,001	300,000	300,001	275,500	275,500	275,500	275,500	275,500	275,500	325,001	
Median Owner:			No Variable Pricing in Group 1																					
Operations Year	Monthly Base Cost	Annual Base Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Monthly Variable Cost	Annual Variable Cost	
Operations Year 1:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Year 2:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Year 3:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Year 4:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Optional Year 5:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Optional Year 6:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Optional Year 7:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Optional Year 8:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Optional Year 9:	\$ -	\$ -	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Projected Operations Costs:	\$ -	\$ -																						
COLA Percentage:		0.00%																						
Year 1 Variable Rate:	\$ -																							
Variable Rate Factor Group 2-7:						1			1			1			1			1			1			



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

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

	Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
	-	25,000	25,001	75,000	75,001	125,000	125,001	175,000	175,001	225,000	225,001	275,000	275,001	275,001
DDI Enhancement Pool Hours:						250								
	<i>Pool Hour Rate</i>	<i>Pool Hour Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>
DDI:	\$ 144.22	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ 36,054.48	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -
Total DDI Enhancement Pool Hour Costs:						\$ 36,054.48								
Total Projected DDI Enhancement Pool Hour Costs: \$ 36,054.48														
COLA Percentage:	3.00%													
Year 1 Hourly Rate:	\$ 144.22													
Variable Rate Factor Group 2-7:			1		1		1		1		1		1	

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

	Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
	-	50,000	50,001	100,000	100,001	150,000	150,001	200,000	200,001	250,000	250,001	300,000	300,001	300,001
DDI Enhancement Pool Hours:		250		250		250		250		250		250		250
	<i>Pool Hour Rate</i>	<i>Pool Hour Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>	<i>Variable Rate</i>	<i>Annual Variable Cost</i>
DDI:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total DDI Enhancement Pool Hour Costs:														
Total Projected DDI Enhancement Pool Hour Costs: \$ -														
COLA Percentage:	0.00%													
Year 1 Hourly Rate:	\$ -													
Variable Rate Factor Group 2-7:			1		1		1		1		1		1	



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

Provider Services Base Scope of Work Operations Enhancement Pool Hour Costs (Based on Number of Active De-duplicated Providers)															
Group Provider Range:		Group 1 - 25,000		Group 2 25,001 75,000		Group 3 75,001 125,000		Group 4 125,001 175,000		Group 5 175,001 225,000		Group 6 225,001 275,000		Group 7 275,001	
Operations Annual Enhancement Pool Hours:		100		100		100		100		100		100		100	
Operations Year		Pool Hour Rate	Pool Hour Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost
Operations Year 1:		\$ 144.22	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -	\$ 144.2179	\$ -
Operations Year 2:		\$ 148.54	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ 12,378.70	\$ 148.5444	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ -	\$ 148.5444	\$ -
Operations Year 3:		\$ 153.00	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ 15,300.07	\$ 153.0007	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ -	\$ 153.0007	\$ -
Operations Year 4:		\$ 157.59	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ 15,759.07	\$ 157.5907	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ -	\$ 157.5907	\$ -
Operations Optional Year 5:		\$ 162.32	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ 16,231.84	\$ 162.3184	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ -	\$ 162.3184	\$ -
Operations Optional Year 6:		\$ 167.19	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ 16,718.80	\$ 167.1880	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ -	\$ 167.1880	\$ -
Operations Optional Year 7:		\$ 172.21	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ 17,220.36	\$ 172.2036	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ -	\$ 172.2036	\$ -
Operations Optional Year 8:		\$ 177.38	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -	\$ 177.3697	\$ -
Operations Optional Year 9:		\$ 182.70	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -	\$ 182.6908	\$ -
Total Operations Enhancement Pool Hour Costs:			\$ -		\$ -		\$ 93,608.84		\$ -		\$ -		\$ -		\$ -
Total Projected Operations Enhancement Pool Hour Costs:		\$ 93,608.84													
COLA Percentage:		3.00%													
Year 1 Hourly Rate:		\$ 144.22													
Variable Rate Factor Group 2-7:		1													

Provider Services Base Operations Enhancement Pool Hour Costs (Based on Number of Active De-duplicated Owners)															
Group Owner Range:		Group 1 - 50,000		Group 2 50,001 100,000		Group 3 100,001 150,000		Group 4 150,001 200,000		Group 5 200,001 250,000		Group 6 250,000 300,000		Group 7 300,001	
Operations Annual Enhancement Pool Hours:		100		100		100		100		100		100		100	
Operations Year		Pool Hour Rate	Pool Hour Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost	Variable Rate	Annual Variable Cost
Operations Year 1:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Year 2:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Year 3:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Year 4:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 5:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 6:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 7:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 8:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Optional Year 9:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations Enhancement Pool Hour Costs:			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total Projected Operations Enhancement Pool Hour Costs:		\$ -													
COLA Percentage:		0.00%													
Year 1 Hourly Rate:		\$ -													
Variable Rate Factor Group 2-7:		1													