



March 29, 2019

Mrs. Krista Lee Carsner, Executive Director
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN 37243

RE: Cognosante Consulting LLC. – Amendment #5
DXC Technology Services, LLC. – Amendment #5
Keystone Peer Review Organization, Inc. (KEPRO) – Amendment #5
KPMG LLP. – Amendment #2

Dear Mrs. Lee Carsner:

The Department of Finance and Administration, Division of TennCare, is submitting for consideration by the Fiscal Review Committee the following four (4) amendments and all required documentation and approvals.

- 1) **Cognosante Consulting LLC.:** The Department of Finance and Administration, Division of TennCare, is requesting approval to extend the current competitively procured Cognosante contract for an additional sixty-six (66) months beyond the current contract term of seventy-two (72) months, which will make the entire contract term one hundred and thirty-eight (138) months. CMS (Our Federal Partner) has provided guidance encouraging states to modularize their Medicaid Management Information System (MMIS), by breaking them down into smaller components or “modules” to encourage more marketplace competition. Each module will be certified using the CMS MECT 2.3 tool kit, which outlines increased responsibilities for Independent Validation and Verification (IV&V) services (obtained through Cognosante). This extension also aligns with federal enhanced funding requirements to advance the capability level of the MITA 3.0 Maturity Module Framework through key projects such as: Identity Access Management, Master Data Management, Payment Reform Reporting, further modularization of targeted MMIS functionality, and Service-Oriented Architecture enablement for MMIS. This extension will also allow IV&V oversight for federal mandates, such as the Pharmacy System, Provider Management System, future Data Warehouse and Core MMIS projects, and continuation of MMIS Operations projects.

TennCare has received preliminary approval from CMS for their Medicaid Modernization Strategic Plan which is scheduled for completion in SFY 2025. This request extends the existing IV&V contract by adding sixty-six (66) months to align with complementation of the Medicaid Modernization projects, including CMS Certification, and term of the Technical Advisory and DXC contracts. This will ensure consistency in the governance, oversight, and execution of the Medicaid Enterprise Modernization projects, and align with the recommendation of CMS.

- 2) **DXC Technology Services, LLC.:** The Department of Finance and Administration, Division of TennCare, is requesting approval to extend the current competitively procured DXC contract for an additional thirty-six (36) months beyond the current contract term of one

hundred and fifty six (156) months, which will make the entire contract term one hundred and ninety two (192) months. This contract with DXC Technology Services is for the operations, management, and enhancement of the TennCare Management Information System. It is being amended to continue system management, as well as provide new enhancements and projects, and to provide funding to support the term extension of the contract. TennCare's Medicaid Management Information System (TCMIS) manages claims, encounter, provider, enrollment, and other functions for 1.5 million Tennesseans. The DXC contract was competitively procured in State Fiscal Year 2010.

TennCare recently completed a number of enhancements to the TCMIS to improve functionality, performance and extend the life of the system. Procurement and transition of a new TCMIS contract is a time-consuming and costly process. This activity was previously deferred to enable TennCare to concentrate its resources on the implementation of the TennCare Eligibility Determination System (TEDS) and other strategic HITECH initiatives. This extension will give TennCare the ability to continue further modularization of the TCMIS. CMS (Our Federal Partner) is encouraging states to modularize their systems by breaking the functions down into smaller components or "modules" to encourage more marketplace competition. The extension also aligns with federal enhanced funding requirements to advance the capability level of the MITA 3.0 Maturity Module Framework through projects such as cyber-security transformation and privileged access management, continued integration with Identity and Access Management for the TCMIS, standardized Managed File Transfer, enhanced Test Data Management, and further service-oriented architecture enablement for modularity transition. It also supports federal mandates, such as the Transformed Medicaid Statistical Information System (T-MSIS) version 2.0 and continuing phases of CAQH core projects. These mandates began implementation during the current contract and completion will be accomplished during the expansion.

TennCare has received preliminary approval from CMS for their Medicaid Modernization Strategic Plan which is scheduled for completion in SFY 2025. TennCare has received preliminary approval from CMS for their Medicaid Modernization Strategic Plan which is scheduled for completion in SFY 2025. This request extends the existing DXC contract by adding thirty-six (36) months to align with complementation of the Medicaid Modernization projects, including CMS Certification, and term of the Technical Advisory and DXC contracts. This will ensure consistency in the governance, oversight, and execution of the Medicaid Enterprise Modernization projects, and align with the recommendation of CMS.

- 3) **Keystone Peer Review Organization, Inc. (KEPRO):** TennCare Medical Appeals is requesting an extension of the KEPRO medical contract through January 14, 2021 as Medical Appeals transitions to a new appeals tracking system. KEPRO provides technical & software support, reporting services, quality assurance, medical reviews and medical witnesses for TennCare medical service appeals hearings. The technical and service support is for the ProLaw appeals tracking system. We are in the process of procuring a new appeals tracking system that will not be complete until early 2020 at the earliest. Medical appeals will need KEPRO's continued support for ProLaw prior to and after go live with the new tracking system in 2020 because issues and appeals that are opened in Prolaw prior to go live with the new system will remain housed in Prolaw until resolution of the appeal/issue. This transition of cases will take at least six months, lasting well into 2020. Extension of the KEPRO contract is essential to maintain business continuity and to ensure a smooth transition from Prolaw to a

replacement system.

- 4) **KPMG LLP.:** TennCare's contract with KPMG is for Technical Advisory Services (TAS) to support the Medicaid Modernization Program (MMP). In this role, the TAS team develops the framework for the successful management and implementation of each project, initiates and completes a series of crucial start-up activities and deliverables, and provides services to assist the State in completing the MMP projects. This contract is being amended to continue TAS support through the current TennCare Eligibility Determination System (TEDS) implementation, enhancements in the Operations and Maintenance Phase, and support the continued modularization of the Medicaid Enterprise through the transformation of the Medicaid Management Information System (MMIS) project.

Eligibility & Enrollment Projects – TAS functions as a key partner supporting the Tennessee Eligibility Determination System (TEDS) project. Critical TAS project support in this area includes TEDS architecture and business analyst support, testing support, and information security and privacy support. Such support is key to obtaining final CMS (Our Federal Partner) sign off for the system. Additionally, continuation of the TAS contract will allow a successful transition to the Operations and Enhancements phases of TEDS due to KPMG's familiarity with the system, and allow the State to enough time to initiate the transition process associated with the procurement of a new TAS vendor.

TennCare has received preliminary approval from CMS (Our Federal Partner) for their Medicaid Modernization Strategic Plan which is scheduled for completion in SFY 2025. This request extends the existing TAS contract to align with complementation of the Medicaid Modernization projects, including CMS Certification, and term of the IV&V and DXC contracts. The Division of TennCare's plans to evaluate the current Medicaid Enterprise, launch the procurement process for the appropriate module(s), and provide consistent TAS and SPMO support for Medicaid Modernization implementation activities. This recommendation will result in a revised contract end date of December 31, 2024, as requested in the subsequent Contract Amendment Request and submitted Rule Exception Request. The Division of TennCare respectfully requests approval of this Amendment Request.

Sincerely,



William Aaron
Chief Financial Officer

cc: Gabe Roberts, Deputy Commissioner

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	31865-00407	
1. Procuring Agency	Department of Finance and Administration, Division of TennCare	
2. Contractor	KPMG LLP.	
3. Edison contract ID #	47327	
4. Proposed amendment #	2	
5. Contract's Original Effective Date	September 1, 2015	
6. Current end date	August 31, 2019	
7. Proposed end date	December 31, 2024	
8. Current Maximum Liability or Estimated Liability	\$ 105,978,562.00	
9. Proposed Maximum Liability or Estimated Liability	\$ 355,578,564.00	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>TennCare's contract with KPMG is for Technical Advisory Services (TAS) to support the Medicaid Modernization Program (MMP). In this role, the TAS team develops the framework for the successful management and implementation of each project, initiates and completes a series of crucial start-up activities and deliverables, and provides services to assist the State in completing the MMP projects. This contract is being amended to continue TAS support through the current TennCare Eligibility Determination System (TEDS) implementation, enhancements in the Operations and Maintenance Phase, and support the continued modularization of the Medicaid Enterprise through the transformation of the Medicaid Management Information System (MMIS) project.</p>	

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<p>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</p> <p>KPMG is the current TAS provider which supports the Medicaid Modernization Program (MMP). Any change in providers during the building of the new MMIS procurements would place an undue hardship on the agency due to the providers' expansive knowledge of TennCare's functionality, processes, and State/Federal requirements.</p>	
<p>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</p>	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00407	Edison ID 47327	Contract #	Amendment # 02		
Contractor Legal Entity Name KPMG LLP.			Edison Vendor ID 0000007492		
Amendment Purpose & Effect(s) Extending Term, Increasing Maximum Liability, Language Adjustments					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: December 31, 2023			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$249,600,002.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$2,239,182.00	\$20,152,636.00			\$22,391,818.00
2017	\$1,887,018.00	\$16,983,163.00			\$18,870,181.00
2018	\$2,687,018.00	\$24,183,163.00			\$26,870,181.00
2019	\$2,945,830.00	\$26,512,470.00			\$29,458,300.00
2020	\$5,638,808.20	\$50,749,273.80			\$56,388,082.00
2021	\$5,760,000.00	\$51,840,000.00			\$57,600,000.00
2022	\$5,760,000.00	\$51,840,000.00			\$57,600,000.00
2023	\$5,760,000.00	\$51,840,000.00			\$57,600,000.00
2024	\$2,880,000.20	25,920,001.80			\$28,800,002.00
TOTAL:	\$35,557,856.40	\$320,020,707.60			\$355,578,564.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT #2 TO 47327
CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE
AND
KPMG LLP**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare, hereinafter referred to as the "State", "TennCare" or "HCFA" and KPMG LLP, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section A.52 is deleted in its entirety and replaced with the following:

A.52. Strategic Program Management Office (SPMO) Services –

- (a) Startup/Governance Deployment – The Contractor shall assist the State in developing the SPMO Startup. The Contractor shall provide expertise to structure the SPMO, stand up the SPMO, align the SPMO with the overall Program governance structure, and to transition the SPMO into the role of Program Governance Administrator. This Plan shall describe the appropriate resources needed, when the resources will be needed, what anticipated changes to resources can be expected, and when the changes can be expected through the SPMO startup.
- (b) The Contractor shall provide Project Management Office services to the State. The Contractor shall help to ensure that the State approved project management framework is used for the management and implementation of each project, and shall provide the necessary SPMO services to assist the State in completing the projects set out in this Contract. All services set forth in Section A.52(c) below shall be provided by Contractor under the direction of, and at the specific request of, TennCare personnel, and the Contractor shall not begin work on any portion of the Scope of Services prior to receipt of such request. TennCare shall retain final approval authority regarding all aspects of the deliverables and services required by this Contract.
- (c) General responsibilities of the SPMO shall include but are not limited to the following:
 - a. Provide SPMO services over the lifecycle of the Contract in support of TennCare Program and project activities and deliverables.
 - b. Administer Program governance.
 - c. Provide Program and project cost management including cost and budget-to-actual tracking and reporting.
 - d. Provide Program and project risk and issue monitoring and management.
 - e. Establish Program and project management methodologies, tools, processes, and principles.
 - f. Provide Program-level monitoring and reporting to TennCare leadership, including but not limited to, project performance, organizational change management, budget, scope, schedule, quality, risks and issues.
 - g. Provide support to the State in development and management of project schedules and build and maintain an integrated Program Master Schedule.
 - h. Provide support to the State in applying leading project management practices to their respective projects.
 - i. Advise the State on Program and Project Management industry leading practices and monitor project alignment to Program and project management principles.

- j. Manage demand across Programs and projects to manage adequate resource availability.

2. The following is added as Contract Section A. 106:

Nondiscrimination Compliance Requirements.

a. The Contractor shall comply with all applicable federal and state civil rights laws, regulations, rules, and policies and Contract Section D.9 of this Contract.

1. Nondiscrimination Compliance Coordinator. In order to demonstrate compliance with the applicable federal and State civil rights laws and regulations, which may include, but are not limited to, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 42 U.S.C. § 18116 (codified at 45 C.F.R. pt. 92) the Contractor shall designate a staff person to be responsible for nondiscrimination compliance.

The Contractor's Nondiscrimination Compliance Coordinator ("NCC") shall be responsible for compliance with the nondiscrimination requirements set forth in this Contract. Contractor agrees that its civil rights compliance staff member will work directly with TennCare's Director of Civil Rights Compliance ("DCRC") in order to implement and coordinate nondiscrimination compliance activities. The Contractor does not have to require that civil rights compliance be the sole function of the designated NCC staff member. However, the Contractor shall identify the designated NCC staff member to the DCRC by name.

Within ten (10) calendar days of the commencement of any period of time that the Contractor does not have a NCC, the Contractor shall provide written notice of this event to the DCRC. The name and contact information for the new NCC shall be reported in writing to the DCRC within ten (10) calendar days of assuming the duties of the NCC.

2. Policies and Procedures. The Contractor shall, at a minimum, implement nondiscrimination in its personnel policies and procedures as it relates to hiring, promoting, operational policies, contracting processes and participation on advisory/planning boards or committees.

3. Implementation. Prior to implementation of this Contract, the NCC shall participate in a readiness review phase. The DCRC shall provide the NCC with the nondiscrimination/civil rights readiness review expectations for this Contract and provide technical assistance to the NCC.

(i) The NCC shall provide the Contractor's written policies and procedures that demonstrate nondiscrimination in the provision of services provided under this Contract to DCRC. These policies shall include topics, such as, discrimination complaint workflows and procedures, the provision of effective communication services (i.e. language assistance services to individuals with Limited English Proficiency and auxiliary aids or services to individuals with disabilities), and providing other forms of assistance to individuals with disabilities (i.e. reasonable accommodations). Effective Communication may be achieved by providing interpretation and translation services and other forms of auxiliary aids or services, including, Braille and large print and shall be based on the needs of the individual and/or the individual's representative. Any nondiscrimination policies and procedures that are specific to TennCare program members and/or participants shall be prior approved in writing by the DCRC.

(ii) The Contractor's NCC shall develop a nondiscrimination training plan within thirty (30) days of the implementation of this Contract and shall provide a copy of

such training plan to DCRC. This training plan shall detail how the Contractor's annual civil rights training will be provided to staff and tracked for compliance. The plan shall include the Contractor's procedures for training new hires and capturing the new hire training data. On a quarterly and annual basis, the Contractor's new hire and annual training data shall be provided to DCRC. If needed, the NCC may request an extension of time for providing the training plan to DCRC. Thereafter, the Contractor shall update the training plan as needed to conform to changes in federal and State law and provided to the DCRC on an annual basis and upon request.

4. Records. The Contractor shall keep such records as may be necessary in order to submit timely, complete and accurate compliance reports that may be requested by the U.S. Department of Health and Human Services ("HHS"), the U.S. Department of Justice ("DOJ"), TennCare, and the Tennessee Human Rights Commission ("THRC") or their designees. If requested, the information shall be provided in a format and timeframe specified by HHS, DOJ, TennCare, or THRC. The requested information may be necessary to enable HHS, DOJ, TennCare, or THRC to ascertain whether the Contractor is complying with the applicable civil rights laws. For example, the Contractor should have available data showing the manner in which services are or will be provided by the program in question, and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination. Further examples of data that could be requested can be found at 45 C.F.R. § 80.6 and 28 C.F.R. § 42.406.

5. Access. The Contractor shall permit access as set forth in the applicable civil rights laws, such as, 45 C.F.R. § 80.6 to HHS, DOJ, TennCare, and THRC or their designees during normal business hours to such of its books, records, accounts, and other sources of information, and its facilities as may be pertinent to ascertain whether the Contractor is complying with the applicable civil rights laws.

6. Complaint Forms. The Contractor shall use and have available to individuals TennCare's discrimination complaint forms for the TennCare program(s) covered under this contract. These discrimination complaint forms shall be provided to individuals upon request and be available on the Contractor's website. TennCare's discrimination complaint forms are vital documents and must be available at a minimum in the English, Spanish, Arabic languages. The DCRC shall provide the NCC with TennCare's discrimination complaint forms that are required under this contract.

The Contractor shall provide assistance to individuals that request that the Contractor assist them with filing discrimination complaints with the TennCare program(s) covered under this contract. The Contractor shall inform its employees and its providers and subcontractors that are considered to be recipients of federal financial assistance under this contract about how to assist individuals with obtaining discrimination complaint forms and assistance with submitting the forms to the DCRC.

7. Nondiscrimination Notice and Taglines. As required by the applicable federal civil rights laws, including 45 C.F.R. pt 45, the Contractor shall ensure that Significant publications and significant communications, including small sized publications and communications that are targeted to beneficiaries, participants, enrollees, applicants, and members of the public shall be printed with the notice of nondiscrimination and LEP taglines as required by TennCare and set forth in TennCare's tagline templates. Written materials specific to TennCare's programs' members shall be prior approved in writing by TennCare prior to the materials being sent to these individuals.

8. Limited English Proficiency. In accordance with 68 Fed. Reg 47311-02, within ninety (90) calendar days of notification from TennCare, all vital Contractor documents related

to this Contract shall be translated and available to each Limited English Proficiency (“LEP”) group identified by TennCare in accordance with the applicable standards set forth below:

(i) If a LEP group constitutes five percent (5%) or 1,000, whichever is less, of the population targeted under this Contract, vital documents shall be translated into that LEP language. Translation of other documents, if needed, can be provided orally; or

(ii) If there are fewer than fifty (50) individuals in a language group that is part the population targeted under this Contract that reaches the five percent (5%) trigger in (a), the Contractor shall inform those individuals that it does not provide written translation of vital documents but provides written notice in that group’s primary language of the right to receive competent oral interpretation of those written materials, free of cost.

(iii) At a minimum, all vital Contractor documents shall be translated and available in Spanish.

b. Nondiscrimination Compliance Reports. The Contractor shall submit the following nondiscrimination compliance deliverables to TennCare as follows:

1. Annual Compliance Questionnaire. Annually, the DCRC shall provide the NCC with a Nondiscrimination Compliance Questionnaire. The NCC shall answer the questions contained in the Compliance Questionnaire and submit the completed Questionnaire to DCRC within sixty (60) days of receipt of the Questionnaire with any requested documentation, which shall include, the Contractor’s Assurance of Nondiscrimination. The signature date of the Contractor’s Nondiscrimination Compliance Questionnaire shall be the same as the signature date of the Contractor’s Assurance of Nondiscrimination. The Nondiscrimination Compliance Questionnaire deliverables shall be in a format specified by TennCare.

(i) As part of the requested documentation for the Nondiscrimination Compliance Questionnaire, the NCC shall submit copies of the Contractor’s nondiscrimination policies and procedures (e.g. 45 C.F.R. § 80.3; 45 C.F.R. § 92.101) that demonstrate nondiscrimination in the provision of its services, programs, or activities provided under this Contract.

(ii) The NCC shall include, as part of the requested documentation for the Nondiscrimination Compliance Questionnaire, reports that capture data for all language and communication assistance services used and provided by the Contractor under this Contract. The Contractor shall ensure that language and communication assistance section of the questionnaire contains:

- A. the names of the Contractor’s language and communication assistance service providers;
- B. the languages in which interpretation and translation services are available;
- C. the auxiliary aids or services that are provided and are available;
- D. the hours that language and communication assistance services are available;
- E. numbers individuals call to access language and communication assistance services;
- F. a separate Excel spreadsheet report that captures a listing of language and communication assistance services that were requested by members and/or participants (e.g. Arabic; Braille) and

the methods used to provide the language and alternative communication service to the members (i.e. interpretation; translation).

Upon request, the NCC shall provide a more detailed report that contains the requestor's name and identification number, the requested service, the date of the request, the date the service was provided, and the name of the service provider.

2. Quarterly Compliance Reports. The NCC shall submit a quarterly Non-discrimination Compliance Report which shall include the following:

(i) A summary listing that captures the total number of the Contractor's new hires that have completed civil rights/nondiscrimination training and cultural competency training and the dates the trainings were completed for that quarter;

(ii) A listing of the total number of the Contractor's employees that have completed annual civil rights training and cultural competency training and the dates completed for that quarter, if annual training was provided during that quarter.

(iii) An update of all written discrimination complaints filed by individuals, such as, employees, members, participants, and subcontractors in which the discrimination allegation is related the provision of and/or access to TennCare covered services provided by the Contractor, which the NCC is assisting the DCRC with resolving. This update shall include, at a minimum: identity of the complainant, complainant's relationship to the Contractor, circumstances of the complaint; type of covered service related to the complaint, date complaint filed, the Contractor's resolution, date of resolution, and the name of the Contractor staff person responsible for adjudication of the complaint. For each complaint reported as resolved the Contractor shall submit a copy of the complainant's letter of resolution.

(iv) The NCC shall provide a listing of all discrimination claims that are reported to the Contractor that are claimed to be related to the provision of and/or access to TennCare's covered services provided by the Contractor. The Contractor shall ensure that the listing includes, at a minimum, the:

- A. Identity of the complainant;
- B. Complainant's relationship to the Contractor'
- C. Circumstances of the complaint;
- D. Type of covered service related to the complaint;
- E. Date complaint filed;
- F. Contractor's resolution;
- G. Date of resolution.

When such reports are made, the Contractor shall offer to provide the discrimination complaint forms to the individual making the report.

(v) The language and communication assistance report shall capture a summary listing of language and communication assistance services that were requested by members and/or participants (i.e. Arabic; Braille) and the methods used to provide the language and alternative communication service to the members and/or participants (i.e. interpretation; translation). Upon request, the NCC shall provide a more detailed report that contains the requestor's name and

identification number, the requested service, the date of the request, the date the service was provided, and the name of the service provider.

c. Discrimination Complaint Investigations. All discrimination complaints against the Contractor and its employees and its subcontractors that are considered to be recipients of federal financial assistance under this contract shall be resolved according to the provisions of this Section and the below subsections:

1. Discrimination Complaints against the Contractor and/or Contractor's Employees. When complaints concerning alleged acts of discrimination committed by the Contractor and/or its employees related to the provision of and/or access to one of TennCare's programs are reported to the Contractor, the NCC shall send such complaints within two (2) business days of receipt to the DCRC. The DCRC shall investigate and resolve all alleged acts of discrimination committed by the Contractor and/or its employees. The Contractor shall cooperate with TennCare during the investigation and resolution of such complaints. The DCRC reserves the right to request that the NCC assist with conducting the initial investigations and to suggest resolutions of alleged discrimination complaints. If the DCRC requests that the NCC assist TennCare with conducting the initial investigation, the NCC shall start the initial investigation within five (5) business days from the date of the request. The NCC shall provide the DCRC with all requested information, including but not limited to, the identity of the party filing the complaint; the complainant's relationship to the Contractor; the circumstances of the complaint; date complaint filed; and the Contractor's suggested resolution. The DCRC shall review the NCC's initial investigations and determine the appropriate resolutions for the complaints as set forth in subsection c below. During the complaint investigation, the NCC shall have the opportunity to provide the DCRC with any information that is relevant to the complaint investigation. The Contractor shall take reasonable methods to keep such documentation and materials confidential and shall not disclose the documentation or materials related to such investigation, to any third party unless otherwise required by law.

2. Discrimination Complaints against the Contractor's Subcontractors that are recipients of federal financial assistance under this Contract. Should complaints concerning alleged acts of discrimination committed by the Contractor's subcontractors related to the provision of and/or access to one of TennCare's programs be reported to the Contractor, the NCC shall inform the DCRC of such complaints within two (2) business days from the date Contractor learns of such complaints. If the DCRC requests that the NCC assist TennCare with conducting the initial investigation, the NCC's nondiscrimination compliance officer shall start the initial investigation within five (5) business days from the date of the request. Once an initial investigation has been completed, the NCC's shall report his/her determinations to the DCRC. At a minimum, the NCC's report shall include the identity of the party filing the complaint; the complainant's relationship to the Contractor; the circumstances of the complaint; date complaint filed; and the Contractor's suggested resolution. The DCRC shall review the NCC's initial investigations and determine the appropriate resolutions for the complaints as set forth in subsection (3) below. The DCRC reserves the right to investigate and resolve all complaints concerning alleged acts of discrimination committed by the Contractor's subcontractors that are recipients of federal financial assistance under this Contract. The Contractor's Providers and Subcontractors that are recipients of federal financial assistance under this Contract shall cooperate with TennCare and the Contractor during discrimination investigations and resolutions.

3. Corrective Action Plans to Resolve Discrimination Complaints. If a discrimination complaint against the Contractor or its employees or one of its subcontractors who are recipients of federal financial assistance under this contract, is determined by the DCRC to be valid, the DCRC shall, at its option, either: (i) provide the Contractor with a

corrective action plan to resolve the complaint, or (ii) request that the Contractor submit a proposed corrective action plan to the DCRC for review and approval that specifies what actions the Contractor proposes to take to resolve the discrimination complaint. Upon provision of the corrective action plan to Contractor by the DCRC, or approval of the Contractor's proposed corrective action plan by the DCRC, the Contractor shall implement the approved corrective action plan to resolve the discrimination complaint. TennCare, in its sole discretion, shall determine when a satisfactory discrimination complaint resolution has been reached and shall notify Contractor of the approved resolution. A discrimination complaint resolution corrective action plan may consist of approved nondiscrimination training on relevant discrimination topics. Prior to use, the nondiscrimination training material shall be reviewed and approved by the DCRC. Time periods for the implementation of the corrective action plan nondiscrimination training shall be designated by TennCare.

d. Electronic and Information Technology Accessibility Requirements.

1. The Contractor shall comply with the civil rights requirements set forth in 42 C.F.R. § 433.112 regarding the design, development, installation or enhancement of mechanized processing and information retrieval systems. In addition, the Contractor shall participate in the State's effort to comply with the nondiscrimination requirements for acquiring automatic data and processing equipment and services set forth in 45 C.F.R. § 95.633.

2. To the extent that the Contractor is using electronic and information technology to fulfill its obligations under this Contract, the Contractor agrees to comply with the electronic and information technology accessibility requirements under the federal civil rights laws including Section 504 and Section 508 of the Rehabilitation Act of 1973 ("Section 508"), the Americans with Disabilities Act, and 45 C.F.R. pt. 92. To comply with the accessibility requirements for Web content and non-Web electronic documents and software, the Contractor shall use the most current W3C's Web Content Accessibility Guidelines ("WCAG") level AA or higher (For the W3C's guidelines see: <https://www.w3.org/WAI/standards-guidelines/wcag/new-in-21/>) (More resources can be found at <https://www.w3.org/WAI/> and <https://www.access-board.gov/guidelines-and-standards/communications-and-it>).

Contractor agrees to perform regularly scheduled (i.e., automatic) scans and manual testing for WCAG 2.0 AA compliance for all user content and applications in order to meet the standards for compliance. The Contractor must ensure that any system additions, updates, changes or modifications comply with WCAG 2.0 AA. Commercial Off-the-shelf ("COTS") products may be used to verify aspects of WCAG 2.0 AA compliance.

Should the Contractor have a designated staff member responsible for Contractor's electronic and information technology accessibility compliance, the name and contact information for this individual shall be provided to TennCare within ten (10) days of the implementation of this Contract and within ten (10) days of this position being reassigned to another staff member.

Prior to the start of this Contract and on an annual basis thereafter, the Contractor's staff that is designated to work on TennCare's electronic and information technology projects shall receive training on electronic and information technology accessibility requirements. The Contractor shall be able to show documented proof that this training was provided. In addition, Contractor shall provide a copy of its electronic and information technology accessibility training to TennCare upon request.

Should the system or a component of the system fail to comply with the accessibility standards, the Contractor shall develop and submit to TennCare for approval a noncompliance report that identifies the areas of noncompliance, a plan to bring the system or component into compliance, an alternative/work around that provides users with the equivalent access to the content, and a timeframe for achieving that compliance. TennCare shall review the noncompliance report to determine whether or not it is acceptable and should be implemented. Once the noncompliance report is approved by TennCare the Contractor may implement the compliance plan. TennCare, in its sole discretion, shall determine when a satisfactory compliance plan resolution has been reached and shall notify the Contractor of the approved resolution. If Contractor is unable to obtain content that conforms to WCAG 2.0 AA, it shall demonstrate through its reporting to TennCare that obtaining or providing accessible content would fundamentally alter the nature of its goods and services or would result in an undue burden.

Additionally, the Contractor agrees to comply with Title VI of the Civil Rights Act of 1964. In order to achieve Title VI compliance the Contractor should add a system function that allows users to translate the content into a language other than English. This requirement may be satisfied by the provision of a link to Google translate or other machine translate tool.

3. Contract Section B.1 is deleted in its entirety and replaced with the following:

- B.1. This Contract shall be effective on September 1, 2015 (“Effective Date”) and extend for a period of one hundred and twelve (112) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of One Hundred and Thirty Six (136) months.

4. Contract Section C.1 is deleted in its entirety and replaced with the following:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Fifty Five Million Five Hundred Seventy-Eight Thousand Five Hundred and Sixty Four Dollars (\$355,578,564.00) (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

5. Contract Section C.3 is deleted in its entirety and replaced with the following:

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
 - a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Framework Deliverables	<u>\$23,700,073.00*</u>
Startup Activities	<u>\$12,576,764.00*</u>
Medicaid Modernization Program (MMP) Projects	<u>\$272,921,914.00*</u>

* Each deliverable is made up of subparts (or projects or activities) as shall be set forth in the TAS Management Plan and the Contractor will be compensated for completion of a project or activity that supports one of the thirty eight (38) deliverables. The sum of the projects and activities for each deliverable shall not exceed the maximum for that deliverable as set forth in Attachment 9, Attachment 9.1, and Replacement Attachment 9.2. In order to ensure applicable funding availability for each individual project above, the payment totals may vary based on reduction/increase of hours necessary for project deliverables, provided that any increase is off-set by an equal reduction/increase of other line-item amounts. The net result of any changes from one line-item amount to the other shall not result in increase of any associated rates submitted in the Cost Proposal nor the total Contract Maximum liability specified in Section C.1. The TAS Management Plan shall be subject to review and approval by the State. Initial State approval and any subsequent State approved changes to the TAS Management Plan required due to unforeseen circumstances shall be formally executed by a Control Memorandum.

- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.95 and A.103 without a formal amendment of this Contract based upon the hourly payment rates detailed in the Cost Proposal and as agreed pursuant to Section A.103, PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed FIFTEEN PERCENT (15 %) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.2., through A.102.). If, at any point during the Term, the State determines that the cost of necessary “change order” work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
Special Project Change Order Requests (Section A.95 and A.103)	<u>\$46,379,813.00</u> (15% of the sum of milestone payment rates reimbursed at hourly rates submitted in Cost Proposal for multiple staff levels)
NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.	

6. Contract Section E.21 is deleted in its entirety and replaced with the following:

Social Security Administration (SSA) Required Provisions for Data Security. The Contractor shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. §3541, *et seq.*), and related National Institute of Standards and Technology guidelines. In addition, the Contractor shall have in place administrative, physical, and technical safeguards for data.

- a. The Contractor shall specify in its agreements with any agent or subcontractor that will have access to data that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Contractor pursuant to this Section;
- b. The Contractor shall not duplicate in a separate file or disseminate, without prior written permission from TennCare, the data governed by the Contract for any purpose other than that set forth in this Contract for the administration of the TennCare program. Should the Contractor propose a redisclosure of said data, the Contractor must specify in writing to TennCare the data the Contractor proposes to redisclose, to whom, and the reasons that justify the redisclosure. TennCare will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the TennCare program.
- c. The Contractor agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Contract.
- d. The Contractor shall maintain a current list of the employees of such contractor with access to SSA data and provide such lists to TennCare upon request and at any time there are changes.
- e. The Contractor shall restrict access to the data obtained from TennCare to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Contract. The Contractor shall not further duplicate, disseminate, or disclose such data without obtaining TennCare's prior written approval.
- f. The Contractor shall ensure that its employees:
 1. Properly safeguard PHI/PII furnished by TennCare under this Contract from loss, theft or inadvertent disclosure;
 2. Receive regular, relevant and sufficient SSA data related training, including use, access and disclosure safeguards and information regarding penalties for misuse of information;
 3. Understand and acknowledge that they are responsible for safeguarding this information at all times, regardless of whether or not the Contractor employee is at his or her regular duty station;
 4. Ensure that laptops and other electronic devices/ media containing PHI/PII are encrypted and/or password protected;
 5. Send emails containing PHI/PII only if the information is encrypted or if the transmittal is secure; and,

6. Limit disclosure of the information and details relating to a PHI/PII loss only to those with a need to know.

Contractor employees who access, use, or disclose TennCare or TennCare SSA-supplied data in a manner or purpose not authorized by this Contract may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

- g. Loss or Suspected Loss of Data - If an employee of the Contractor becomes aware of suspected or actual loss of PHI/PII, the Contractor must notify TennCare immediately upon becoming aware to report the actual or suspected loss. The Contractor must provide TennCare with timely updates as any additional information about the loss of PHI/PII becomes available.

If the Contractor experiences a loss or breach of said data, TennCare will determine whether or not notice to individuals whose data has been lost or breached shall be provided and the Contractor shall bear any costs associated with the notice or any mitigation.

- h. TennCare may immediately and unilaterally suspend the data flow under this Contract, or terminate this Contract, if TennCare, in its sole discretion, determines that the Contractor has: (1) made an unauthorized use or disclosure of TennCare SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Contract Section E.21.

- i. This Section further carries out Section 1106(a) of the Act (42 U.S.C. 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget ("OMB") guidelines, the Federal Information Security Management Act of 2002 ("FISMA") (44 U.S.C. 3541 et seq.), and related National Institute of Standards and Technology ("NIST") guidelines, which provide the requirements that the SSA stipulates that the Contractor must follow with regard to use, treatment, and safeguarding data in the event data is exchanged with a federal information system.

- j. Definitions

- (1) "SSA-supplied data" or "data" as used in this section – information, such as an individual's social security number or income, supplied by the Social Security Administration to TennCare to determine entitlement or eligibility for federally-funded programs (covered by a CMPPA between SSA and F&A, and IEA between SSA and TennCare).
- (2) "Protected Health Information/Personally Identifiable Information" (PHI/PII)(45 C.F.R. 160.103; OMB Circular M-06-19) – Protected health information means individually identifiable health information that is: (i) Transmitted by electronic media; (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
- (3) "Individually Identifiable Health Information"– information that is a subset of health information, including demographic information collected from an individual, and: (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- (4) "Personally Identifiable Information" – any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, Social Security Number, date and place of birth, mother's maiden name, biometric records, including any other personal information which can be linked to an individual.

6. Contract Section E.25 is deleted in its entirety and replaced with the following:

E.25. Internal Revenue Service (IRS) Safeguarding Of Return Information:

a) Performance

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) This provision shall not apply if information received or delivered by the Parties under this Contract is NOT "federal tax returns or return information" as defined by IRS Publication 1075 and IRC 6103.
- (2) All work will be done under the supervision of the Contractor or the Contractor's employees. The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the TennCare or its designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the TennCare or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must

provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

- (8) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The Contractor will maintain a list of employees authorized access. Such list will be provided to the TennCare and, upon request, to the IRS reviewing office.
- (10) TennCare will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

b) Criminal/Civil Sanctions

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the

material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection

The IRS and TennCare with 24 hour notice, shall have the right to send their officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work with FTI under this contract. The IRS and TennCare's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

7. **Contract Section E. 27 is deleted in its entirety.**
8. **Contract Attachment 9.2 is deleted in its entirety and replaced with Contract Replacement Attachment 9.2 (Enhanced Funding September 1, 2018 – December 31, 2024), which is attached hereto.**

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective August 31, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

KPMG LLP:

CONTRACTOR SIGNATURE

DATE

Andrew F. Gottschalk, Partner

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:**

STUART C. MCWHORTER, COMMISSIONER

DATE

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.17 Enterprise Architecture (EA) - Business Operating Model (BOM) Management Plan			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	402	\$ 118,590
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	291	\$ 71,295
TAS Engagement Director	\$295	336	\$ 99,120
Enterprise Architect/ Solution Architect	\$295	3135	\$ 924,825
Business Architect	\$245	11079	\$ 2,714,355
Program Management Lead	\$220	0	\$ -
Technical Architect	\$245	6571	\$ 1,609,895
Application Architect	\$245	2338	\$ 572,810
Quality Manager	\$285	0	\$ -
Quality Assurance (QA) Lead	\$215	0	\$ -
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	36	\$ 10,260
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	63	\$ 15,435
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	0	\$ -
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	24886	\$ 5,474,920
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	0	\$ -
Analyst	\$190	16577	\$ 3,149,630
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		65714	
Total Amount per Table			\$ 14,761,135

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.19-23 Contract Management Plan			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	73	\$ 21,535
Quality Assurance Partner	\$245	418	\$ 102,410
Quality Director	\$245	1493	\$ 365,785
TAS Engagement Director	\$295	199	\$ 58,705
Enterprise Architect/ Solution Architect	\$295	0	\$ -
Business Architect	\$245	933	\$ 228,585
Program Management Lead	\$220	1952	\$ 429,440
Technical Architect	\$245	0	\$ -
Application Architect	\$245	0	\$ -
Quality Manager	\$285	856	\$ 243,960
Quality Assurance (QA) Lead	\$215	338	\$ 72,670
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	0	\$ -
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	62	\$ 15,190
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	97	\$ 20,855
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	1457	\$ 276,830
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	4177	\$ 918,940
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	304	\$ 66,880
Analyst	\$190	13765	\$ 2,615,350
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		26124	
Total Amount per Table			\$ 5,437,135

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.24 A.41 MEET Support			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	39	\$ 11,505
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	13	\$ 3,185
TAS Engagement Director	\$295	40	\$ 11,800
Enterprise Architect/ Solution Architect	\$295	395	\$ 116,525
Business Architect	\$245	1095	\$ 268,275
Program Management Lead	\$220	24	\$ 5,280
Technical Architect	\$245	0	\$ -
Application Architect	\$245	61	\$ 14,945
Quality Manager	\$285	32	\$ 9,120
Quality Assurance (QA) Lead	\$215	0	\$ -
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	8	\$ 2,280
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	145	\$ 35,525
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	0	\$ -
Data Architect	\$215	5	\$ 1,075
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	1230	\$ 270,600
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	0	\$ -
Analyst	\$190	1420	\$ 269,800
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	278	\$ 68,110
Total Hours per Table		4785	
Total Amount per Table			\$ 1,088,025

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.42 Federal Agency/Committee Communications			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	17	\$ 5,015
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	153	\$ 37,485
TAS Engagement Director	\$295	16	\$ 4,720
Enterprise Architect/ Solution Architect	\$295	0	\$ -
Business Architect	\$245	38	\$ 9,310
Program Management Lead	\$220	42	\$ 9,240
Technical Architect	\$245	0	\$ -
Application Architect	\$245	0	\$ -
Quality Manager	\$285	553	\$ 157,605
Quality Assurance (QA) Lead	\$215	0	\$ -
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	0	\$ -
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	0	\$ -
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	171	\$ 36,765
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	237	\$ 52,140
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	0	\$ -
Analyst	\$190	3362	\$ 638,780
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		4589	
Total Amount per Table			\$ 951,060

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.43 Procurement Management Plan			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	280	\$ 82,600
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	1043	\$ 255,535
TAS Engagement Director	\$295	280	\$ 82,600
Enterprise Architect/ Solution Architect	\$295	0	\$ -
Business Architect	\$245	1678	\$ 411,110
Program Management Lead	\$220	570	\$ 125,400
Technical Architect	\$245	0	\$ -
Application Architect	\$245	0	\$ -
Quality Manager	\$285	132	\$ 37,620
Quality Assurance (QA) Lead	\$215	469	\$ 100,835
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	0	\$ -
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	214	\$ 52,430
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	0	\$ -
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	16964	\$ 3,223,160
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	2868	\$ 630,960
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	0	\$ -
Analyst	\$190	5973	\$ 1,134,870
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		30471	
Total Amount per Table			\$ 6,137,120

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.45 Business Case/Funding Management Plan			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	41	\$ 12,095
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	867	\$ 212,415
TAS Engagement Director	\$295	49	\$ 14,455
Enterprise Architect/ Solution Architect	\$295	0	\$ -
Business Architect	\$245	3777	\$ 925,365
Program Management Lead	\$220	372	\$ 81,840
Technical Architect	\$245	0	\$ -
Application Architect	\$245	0	\$ -
Quality Manager	\$285	349	\$ 99,465
Quality Assurance (QA) Lead	\$215	2512	\$ 540,080
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	0	\$ -
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	15	\$ 3,675
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	6778	\$ 1,457,270
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	1996	\$ 439,120
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	4809	\$ 1,057,980
Analyst	\$190	15314	\$ 2,909,660
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		36879	
Total Amount per Table			\$ 7,753,420

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.46 Organizational Change Management (OCM) and Training Plan			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	441	\$ 130,095
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	56	\$ 13,720
TAS Engagement Director	\$295	442	\$ 130,390
Enterprise Architect/ Solution Architect	\$295	0	\$ -
Business Architect	\$245	0	\$ -
Program Management Lead	\$220	918	\$ 201,960
Technical Architect	\$245	0	\$ -
Application Architect	\$245	14	\$ 3,430
Quality Manager	\$285	520	\$ 148,200
Quality Assurance (QA) Lead	\$215	0	\$ -
Organizational Change Management (OCM) Training Lead	\$285	9803	\$ 2,793,855
Operations and Maintenance (O&M) Planning Lead	\$285	0	\$ -
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	0	\$ -
Lead Test Analyst	\$215	10	\$ 2,150
Senior CMS, IRS, SSA, and State Government Analyst	\$215	0	\$ -
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	31794	\$ 6,994,680
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	0	\$ -
Analyst	\$190	51165	\$ 9,721,350
Training Lead	\$215	4245	\$ 912,675
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		99408	
Total Amount per Table			\$ 21,052,505

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.49 Program Governance Management Plan			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	57	\$ 16,815
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	27	\$ 6,615
TAS Engagement Director	\$295	459	\$ 135,405
Enterprise Architect/ Solution Architect	\$295	1976	\$ 582,920
Business Architect	\$245	6588	\$ 1,614,060
Program Management Lead	\$220	99	\$ 21,780
Technical Architect	\$245	13	\$ 3,185
Application Architect	\$245	3161	\$ 774,445
Quality Manager	\$285	106	\$ 30,210
Quality Assurance (QA) Lead	\$215	0	\$ -
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	0	\$ -
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	0	\$ -
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	0	\$ -
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	527	\$ 115,940
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	0	\$ -
Analyst	\$190	819	\$ 155,610
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		13832	
Total Amount per Table			\$ 3,456,985

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.50 Quality Management Plan - Full MITA SS-A Update			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	431	\$ 127,145
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	4576	\$ 1,121,120
TAS Engagement Director	\$295	431	\$ 127,145
Enterprise Architect/ Solution Architect	\$295	1281	\$ 377,895
Business Architect	\$245	3184	\$ 780,080
Program Management Lead	\$220	694	\$ 152,680
Technical Architect	\$245	132	\$ 32,340
Application Architect	\$245	542	\$ 132,790
Quality Manager	\$285	936	\$ 266,760
Quality Assurance (QA) Lead	\$215	8558	\$ 1,839,970
Organizational Change Management (OCM) Training Lead	\$285	339	\$ 96,615
Operations and Maintenance (O&M) Planning Lead	\$285	0	\$ -
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	12	\$ 2,940
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	1601	\$ 344,215
Data Architect	\$215	26	\$ 5,590
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	13967	\$ 3,072,740
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	301	\$ 66,220
Analyst	\$190	25884	\$ 4,917,960
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		62895	
Total Amount per Table			\$ 13,464,205

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.52 Strategic Program Management Office (SPMO) - SPMO & MMIS Quality Management			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	1411	\$ 416,245
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	998	\$ 244,510
TAS Engagement Director	\$295	1411	\$ 416,245
Enterprise Architect/ Solution Architect	\$295	0	\$ -
Business Architect	\$245	10191	\$ 2,496,795
Program Management Lead	\$220	7448	\$ 1,638,560
Technical Architect	\$245	0	\$ -
Application Architect	\$245	0	\$ -
Quality Manager	\$285	5384	\$ 1,534,440
Quality Assurance (QA) Lead	\$215	726	\$ 156,090
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	6571	\$ 1,872,735
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	850	\$ 208,250
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	0	\$ -
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	90508	\$ 19,911,760
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	0	\$ -
Analyst	\$190	16419	\$ 3,119,610
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		141917	
Total Amount per Table			\$ 32,015,240

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.55 Project and Systems Development Lifecycle Design - PBM Implementation Support			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	97	\$ 28,615
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	71	\$ 17,395
TAS Engagement Director	\$295	98	\$ 28,910
Enterprise Architect/ Solution Architect	\$295	0	\$ -
Business Architect	\$245	6145	\$ 1,505,525
Program Management Lead	\$220	1400	\$ 308,000
Technical Architect	\$245	0	\$ -
Application Architect	\$245	283	\$ 69,335
Quality Manager	\$285	482	\$ 137,370
Quality Assurance (QA) Lead	\$215	0	\$ -
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	0	\$ -
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	2128	\$ 521,360
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	0	\$ -
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	30764	\$ 6,768,080
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	0	\$ -
Analyst	\$190	13786	\$ 2,619,340
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		55254	
Total Amount per Table			\$ 12,003,930

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.56 Business and IT Capability Assessment/Future State Roadmap - Data Governance, ITSM Operations and Maintenance, and MMIS Operations and Maintenance			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	206	\$ 60,770
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	111	\$ 27,195
TAS Engagement Director	\$295	469	\$ 138,355
Enterprise Architect/ Solution Architect	\$295	11240	\$ 3,315,800
Business Architect	\$245	4946	\$ 1,211,770
Program Management Lead	\$220	2307	\$ 507,540
Technical Architect	\$245	1392	\$ 341,040
Application Architect	\$245	18679	\$ 4,576,355
Quality Manager	\$285	1534	\$ 437,190
Quality Assurance (QA) Lead	\$215	212	\$ 45,580
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	5839	\$ 1,664,115
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	2	\$ 490
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	0	\$ -
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	58607	\$ 12,893,540
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	4831	\$ 1,062,820
Analyst	\$190	20922	\$ 3,975,180
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	439	\$ 107,555
Total Hours per Table		131736	
Total Amount per Table			\$ 30,365,295

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.64 Business Analysis - TEDS Business Analysts & MMIS Business Analysts			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	591	\$ 174,345
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	0	\$ -
TAS Engagement Director	\$295	1432	\$ 422,440
Enterprise Architect/ Solution Architect	\$295	0	\$ -
Business Architect	\$245	4606	\$ 1,128,470
Program Management Lead	\$220	3856	\$ 848,320
Technical Architect	\$245	221	\$ 54,145
Application Architect	\$245	0	\$ -
Quality Manager	\$285	1820	\$ 518,700
Quality Assurance (QA) Lead	\$215	0	\$ -
Organizational Change Management (OCM) Training Lead	\$285	1501	\$ 427,785
Operations and Maintenance (O&M) Planning Lead	\$285	15565	\$ 4,436,025
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	0	\$ -
Lead Test Analyst	\$215	10095	\$ 2,170,425
Senior CMS, IRS, SSA, and State Government Analyst	\$215	5885	\$ 1,265,275
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	128794	\$ 28,334,680
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	468	\$ 102,960
Analyst	\$190	87312	\$ 16,589,280
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		262146	
Total Amount per Table			\$ 56,472,850

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.90.a Tennessee Eligibility Determination System (TEDS) - TEDS Architects			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	288	\$ 84,960
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	148	\$ 36,260
TAS Engagement Director	\$295	289	\$ 85,255
Enterprise Architect/ Solution Architect	\$295	1754	\$ 517,430
Business Architect	\$245	2672	\$ 654,640
Program Management Lead	\$220	506	\$ 111,320
Technical Architect	\$245	5450	\$ 1,335,250
Application Architect	\$245	1895	\$ 464,275
Quality Manager	\$285	349	\$ 99,465
Quality Assurance (QA) Lead	\$215	236	\$ 50,740
Organizational Change Management (OCM) Training Lead	\$285	15	\$ 4,275
Operations and Maintenance (O&M) Planning Lead	\$285	1	\$ 285
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	210	\$ 51,450
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	1374	\$ 295,410
Data Architect	\$215	3725	\$ 800,875
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	9338	\$ 2,054,360
Associate Analyst	\$190	1641	\$ 311,790
Senior Specialist	\$220	2578	\$ 567,160
Analyst	\$190	8849	\$ 1,681,310
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		41318	
Total Amount per Table			\$ 9,206,510

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.91.a MMIS Modernization - Certification			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	315	\$ 92,925
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	227	\$ 55,615
TAS Engagement Director	\$295	264	\$ 77,880
Enterprise Architect/ Solution Architect	\$295	2456	\$ 724,520
Business Architect	\$245	8674	\$ 2,125,130
Program Management Lead	\$220	0	\$ -
Technical Architect	\$245	5145	\$ 1,260,525
Application Architect	\$245	1830	\$ 448,350
Quality Manager	\$285	0	\$ -
Quality Assurance (QA) Lead	\$215	0	\$ -
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	28	\$ 7,980
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	49	\$ 12,005
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	0	\$ -
Data Architect	\$215	56	\$ 12,040
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	19485	\$ 4,286,700
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	0	\$ -
Analyst	\$190	12982	\$ 2,466,580
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		51511	
Total Amount per Table			\$ 11,570,250

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.91.b MMIS Procurement for operations and maintenance takeover - NMC, MFT Support, PDMS Support, MMIS Readiness, & T-MSIS			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	64	\$ 18,880
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	0	\$ -
TAS Engagement Director	\$295	65	\$ 19,175
Enterprise Architect/ Solution Architect	\$295	0	\$ -
Business Architect	\$245	1443	\$ 353,535
Program Management Lead	\$220	253	\$ 55,660
Technical Architect	\$245	0	\$ -
Application Architect	\$245	0	\$ -
Quality Manager	\$285	188	\$ 53,580
Quality Assurance (QA) Lead	\$215	0	\$ -
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	0	\$ -
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	0	\$ -
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	0	\$ -
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	16808	\$ 3,697,760
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	0	\$ -
Analyst	\$190	3374	\$ 641,060
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		22195	
Total Amount per Table			\$ 4,839,650

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.91.c MMIS Takeover - Current State			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	79	\$ 23,305
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	143	\$ 35,035
TAS Engagement Director	\$295	79	\$ 23,305
Enterprise Architect/ Solution Architect	\$295	0	\$ -
Business Architect	\$245	763	\$ 186,935
Program Management Lead	\$220	212	\$ 46,640
Technical Architect	\$245	0	\$ -
Application Architect	\$245	0	\$ -
Quality Manager	\$285	0	\$ -
Quality Assurance (QA) Lead	\$215	0	\$ -
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	0	\$ -
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	0	\$ -
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	0	\$ -
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	6398	\$ 1,407,560
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	0	\$ -
Analyst	\$190	7408	\$ 1,407,520
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		15082	
Total Amount per Table			\$ 3,130,300

Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024

A.92.a Health Information Exchange - eHealth			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	126	\$ 37,170
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	84	\$ 20,580
TAS Engagement Director	\$295	417	\$ 123,015
Enterprise Architect/ Solution Architect	\$295	0	\$ -
Business Architect	\$245	5552	\$ 1,360,240
Program Management Lead	\$220	458	\$ 100,760
Technical Architect	\$245	0	\$ -
Application Architect	\$245	543	\$ 133,035
Quality Manager	\$285	2199	\$ 626,715
Quality Assurance (QA) Lead	\$215	0	\$ -
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	0	\$ -
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	32	\$ 7,840
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	4128	\$ 887,520
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	24600	\$ 5,412,000
Associate Analyst	\$190	0	\$ -
Senior Specialist	\$220	0	\$ -
Analyst	\$190	16024	\$ 3,044,560
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		54163	
Total Amount per Table			\$ 11,753,435

**Replacement Attachment 9.2
Enhanced Funding September 1, 2018 – December 31, 2024**

A.92.c Health Information Exchange - CCT			
Staff Position/Resource	Hourly Rate	Estimated Hours	Total Price
Engagement Partner	\$295	0	\$ -
Quality Assurance Partner	\$245	0	\$ -
Quality Director	\$245	0	\$ -
TAS Engagement Director	\$295	25	\$ 7,375
Enterprise Architect/ Solution Architect	\$295	0	\$ -
Business Architect	\$245	666	\$ 163,170
Program Management Lead	\$220	12	\$ 2,640
Technical Architect	\$245	29	\$ 7,105
Application Architect	\$245	148	\$ 36,260
Quality Manager	\$285	186	\$ 53,010
Quality Assurance (QA) Lead	\$215	0	\$ -
Organizational Change Management (OCM) Training Lead	\$285	0	\$ -
Operations and Maintenance (O&M) Planning Lead	\$285	0	\$ -
Systems Development Lifecycle (SDLC) Lead Analyst	\$245	0	\$ -
Lead Test Analyst	\$215	0	\$ -
Senior CMS, IRS, SSA, and State Government Analyst	\$215	0	\$ -
Data Architect	\$215	0	\$ -
Procurement Management Specialist	\$190	0	\$ -
Performance / Contract Management Specialist	\$190	0	\$ -
Senior Analyst	\$220	3051	\$ 671,220
Associate Analyst	\$190	500	\$ 95,000
Senior Specialist	\$220	447	\$ 98,340
Analyst	\$190	1766	\$ 335,540
Training Lead	\$215	0	\$ -
IT Operations Architect	\$245	0	\$ -
Total Hours per Table		6830	
Total Amount per Table			\$ 1,469,660

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the “necessary contract clauses” identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 (“CPO Rule 17”). Complete this document in conformity with CPO Rule 17, which is available [here](#). Send the completed document in PDF format to: Agsprs.Agsprs@tn.gov. All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17’s necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: Any change to the template language regarding the Limitation of Contractor’s Liability shall be submitted using the Limitation of Contractor’s Liability Request.

<p>APPROVED</p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>
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Agency request tracking #	31865-00407
1. Procuring Agency	Department of Finance and Administration, Division of TennCare
2. Edison contract ID #	47327
3. Contractor or Grantee	KPMG LLP
4. Contract’s Effective Date	September 1, 2015
5. Contract or grant contract’s Term (with ALL options to extend exercised)	136 months
6. Contract’s Maximum Liability (with ALL options to extend exercised)	\$355,578,564.00
7. Citation and explanation of the rule(s) for which the exception is requested	Rule # 0690-03-01-.14(2)(c) – requirement that any multi-year contract shall not be for a period longer than sixty (60) months unless approved by the Chief Procurement Officer as being in the best interests of the State.
8. Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.	The Department of Finance and Administration, Division of TennCare, is requesting approval to extend the current competitively procured contract for an additional seventy-six (76) months (including all unexercised extensions) beyond the current contract term of sixty (60) months, which will make the entire contract term one hundred and thirty-six (136) months.
9. Scope of Goods or Services Caption:	Technical Advisory Services (TAS)
10. Justification	TennCare’s contract with KPMG is for Technical Advisory Services (TAS) to support the Medicaid Modernization Program (MMP). In this role, the TAS team develops the framework for the successful management and implementation of each project, initiates and completes a series of crucial start-up

activities and deliverables, and provides services to assist the State in completing the MMP projects. This contract is being amended to continue TAS support through the current TennCare Eligibility Determination System (TEDS) implementation, enhancements in the Operations and Maintenance Phase, and support the continued modularization of the Medicaid Enterprise through the transformation of the Medicaid Management Information System (MMIS) project.

Eligibility & Enrollment Projects – TAS functions as a key partner supporting the Tennessee Eligibility Determination System (TEDS) project. Critical TAS project support in this area includes TEDS architecture and business analyst support, testing support, and information security and privacy support. Such support is key to obtaining final CMS (Our Federal Partner) sign off for the system. Additionally, continuation of the TAS contract will allow a successful transition to the Operations and Enhancements phases of TEDS due to KPMG's familiarity with the system, and allow the State to enough time to initiate the transition process associated with the procurement of a new TAS vendor.

MMIS Projects – The MMIS program is projected to have a scope of work at least equal to, if not larger than, that for TEDS. CMS has provided guidance encouraging states to modularize their MMIS, by breaking them down into smaller cohorts or “modules” to encourage more marketplace competition. Each module requires startup, procurement, implementation, and certification support from TAS. Modules will be certified using the CMS MECT 2.3 tool kit. KPMG has already helped Tennessee to become the second state in the country to receive PBM certification under MECT 2.3, and as a result receive \$18 million in Federal Funding. Granting the requested rule exception to the TAS contract will allow seamless continuation of certification assistance for the upcoming Provider Management System, future Data Warehouse and Core MMIS projects, and MMIS Operations projects.

TAS is actively engaged in enterprise architecture, current state, procurement, organizational change management, and business architect support for various MMIS modules. Having provided similar support for TEDS, KPMG has strong working relationships with TennCare stakeholders and vendor partners involved in these activities. TAS has also resumed responsibility for Strategic Program Management Office (SPMO) support, an activity KPMG performed at the inception of the contract while an SPMO vendor was procured. By centralizing the SPMO and TAS functions, the agency is experiencing efficiency gains through common governance operations directing the architecture, security, tools, methodologies, and management structures across its Medicaid enterprise. The requested contract amendment will allow consistency in TAS and SPMO activities, and prevent disruption caused by procurement of a new vendor or vendors lacking experience with State systems and priorities.

TennCare has received preliminary approval from CMS for their Medicaid Modernization Strategic Plan which is scheduled for completion in SFY 2025. This request extends the existing TAS contract to align with complementation of the Medicaid Modernization projects, including CMS Certification, and term of the IV&V and DXC contracts. The Division of TennCare's plans to evaluate the current Medicaid Enterprise, launch the procurement process for the appropriate module(s), and provide consistent TAS and SPMO support for Medicaid Modernization implementation activities. This recommendation will result in a revised contract end date of December 31, 2024, as requested in the subsequent Contract Amendment Request and this Rule Exception Request. The Division of TennCare respectfully requests approval of this rule exception.

In summary, procurement and transition of a new TAS vendor contract is a time-consuming and costly process. Therefore, TennCare is requesting to extend the current contract with the existing and proven TAS service provider, which will allow TennCare to concentrate its resources without interruption for oversight of TEDS, MMIS Modularization, Federally Mandated initiatives, and other strategic HITECH initiatives.

Signature of Agency head or designee and date

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Matt Brimm	*Contact Phone:	615-687-5811		
*Presenter's name(s):	William Aaron				
Edison Contract Number: <i>(if applicable)</i>	47327	RFS Number: <i>(if applicable)</i>	31865-00407		
*Original or Proposed Contract Begin Date:	September 1, 2015	*Current or Proposed End Date:	August 31, 2019		
Current Request Amendment Number: <i>(if applicable)</i>	2				
Proposed Amendment Effective Date: <i>(if applicable)</i>	August 31, 2019				
*Department Submitting:	Finance and Administration				
*Division:	Division of TennCare				
*Date Submitted:	March 29, 2019				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	KPMG LLP				
*Current or Proposed Maximum Liability:	\$105,978,562.00				
*Estimated Total Spend for Commodities:	N/A				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2016	FY:2017	FY:2018	FY:2019	FY:2020	FY
\$22,391,818.00	\$18,870,181.00	\$26,870,181.00	\$29,458,300.00	\$8,388,082.00	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: 2016	FY:2017	FY:2018	FY:2019	FY	FY
\$19,571,377.25	\$21,619,482.00	\$25,223,798.75	\$20,129,903.75 (Expenditures through January 2019)	\$	\$
<p>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</p>			<p>The payment structure of this contract is entirely based on deliverables paid according to manpower hours associated with the completion of specified deliverables. These deliverables are not tied to a specific Fiscal Year allocation, but rather, as the Technical Advisory Services needed to support the completion of Medicaid Modernization Program progresses. Therefore, all funds that are not spent within a FY will roll forward to be available to pay as resources are used</p>		

Supplemental Documentation Required for
Fiscal Review Committee

	throughout the term of the contract.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	N/A		
*Contract Funding Source/Amount:			
State:	\$10,597,856.00	Federal:	\$95,380,706.00
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
AMD#1: March 2019		Extended Term and Increased Max Liability	
Method of Original Award: <i>(if applicable)</i>		Request for Proposals	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$62,610,543.00 Cost Proposal	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		This contract was competitively procured and KPMG LLP had the highest combined technical and cost score.	
Provide information on the circumstances and status of any disciplinary action taken or pending against the vendor during the past 5 years with state agencies/ departments, professional organizations, or through any legal action.		No disciplinary actions identified.	
In addition, please provide any information regarding the due diligence that the Department has taken to		TennCare googled this contractor and did not identify any illegal activity. Language in the contract requires immediate notification to the state	

Supplemental Documentation Required for
Fiscal Review Committee

ensure that the vendor is not or has not been involved in any circumstances related to illegal activity, including but not limited to fraud.	regarding illegal activity or fraud if discovered during the term of this Contract.
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CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00407	Edison ID 47327	Contract #	Amendment # 01		
Contractor Legal Entity Name KPMG LLP			Edison Vendor ID 000007492		
Amendment Purpose & Effect(s) Extends Term and Increases Maximum Liability					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: August 31, 2019			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 43,368,019.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$2,239,182.00	\$20,152,636.00			\$22,391,818.00
2017	\$1,887,018.00	\$16,983,163.00			\$18,870,181.00
2018	\$2,687,018.00	\$24,183,163.00			\$26,870,181.00
2019	\$2,945,830.00	\$26,512,470.00			\$29,458,300.00
2020	\$838,808.00	\$7,549,274.00			\$8,388,082.00
TOTAL:	\$10,597,856.00	\$95,380,706.00			\$105,978,562.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 			CPO USE		
Speed Chart (optional)		Account Code (optional)			

KPMG LLP
Edison Contract ID: 47327
Vendor #: 0000007492

CONTRACT EXPENDITURES BY FISCAL YEAR
(Payment Detail Attached)

FY2016	\$19,571,377.25	
FY2017	\$21,619,482.00	
FY2018	\$25,223,798.75	
FY2019	<u>\$20,129,903.75</u>	(Expenditures through January 2019)
TOTAL	<u><u>\$86,544,561.75</u></u>	

*No Liquidated Damages have been assessed at this time.

KPMG LLP

Edison Contract ID: 47327

Vendor ID: 0000007492

FY 2016 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2016	31865	01253950	7000076533	1/13/2016	\$957,147.50
2016	31865	01253957	7000076539	1/13/2016	\$1,267,882.50
2016	31865	01260614	7000077691	1/28/2016	\$1,662,453.75
2016	31865	01264754	7000078839	2/9/2016	\$193,744.00
2016	31865	01269473	7000079594	2/19/2016	\$1,677,482.25
2016	31865	01303439	7000082109	4/8/2016	\$2,006,964.00
2016	31865	01307427	7000086299	4/19/2016	\$224,730.00
2016	31865	01307430	7000085878	4/19/2016	\$2,176,413.25
2016	31865	01331202	7000089828	5/26/2016	\$2,333,412.00
2016	31865	01357703	7000096751	7/15/2016	\$1,870,953.00
2016	31865	01357702	7000096847	7/15/2016	\$3,039,835.00
2016	31865	01381135	7000099324	8/31/2016	\$2,160,360.00

Total FY 2016:

\$19,571,377.25

FY 2017 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2017	31865	01381137	7000101874	8/26/2016	\$1,875,228.75
2017	31865	01419287	7000105369	11/4/2016	\$1,721,900.00
2017	31865	01419288	7000108757	11/8/2016	\$2,313,242.50
2017	31865	01436989	7000111163	12/14/2016	\$1,727,793.75
2017	31865	01451221	7000113530	1/9/2017	\$1,806,542.50
2017	31865	01474833	7000116450	2/23/2017	\$1,309,270.00
2017	31865	01496095	7000119640	3/29/2017	\$2,043,965.00
2017	31865	01500309	7000123041	4/5/2017	\$1,813,040.00
2017	31865	01516406	7000127077	5/9/2017	\$1,760,050.00
2017	31865	01535820	7000130865	6/7/2017	\$1,626,767.50
2017	31865	01550955	7000135717	7/11/2017	\$1,850,707.00
2017	31865	01569118	7000138751	8/8/2017	\$1,770,975.00

Total FY 2017:

\$21,619,482.00

KPMG LLP

Edison Contract ID: 47327

Vendor ID: 0000007492

FY 2018 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2018	31865	01587694	7000142087	9/12/2017	\$1,545,725.00
2018	31865	01605127	7000146020	10/13/2017	\$1,908,375.00
2018	31865	01615915	7000149148	11/7/2017	\$1,651,372.50
2018	31865	01633609	7000151211	12/11/2017	\$2,032,386.25
2018	31865	01647268	7000154594	1/10/2018	\$1,915,887.50
2018	31865	01661129	7000156989	2/6/2018	\$1,702,111.75
2018	31865	01692620	7000161254	4/3/2018	\$2,133,013.75
2018	31865	01696263	7000164754	4/6/2018	\$2,170,996.25
2018	31865	01713866	7000168668	5/17/2018	\$2,266,202.50
2018	31865	01720675	7000173340	6/1/2018	\$2,432,632.50
2018	31865	01744298	7000178332	7/16/2018	\$2,689,573.75
2018	31865	01757363	7000181079	8/10/2018	\$2,775,522.00

Total FY 2018:

\$25,223,798.75

FY 2019 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2019	31865	01770632	7000185193	9/7/2018	\$2,732,425.00
2019	31865	01796595	7000192935	11/5/2018	\$2,644,971.25
2019	31865	01796594	7000192052	11/5/2018	\$3,057,837.50
2019	31865	01815801	7000196530	12/19/2018	\$3,331,530.00
2019	31865	01828012	7000198325	1/17/2019	\$2,762,392.00
2019	31865	01837383	7000201487	2/13/2019	\$2,340,503.00
2019	31865	01852299	7000205415	3/6/2019	\$3,260,245.00

Total FY 2019:

\$20,129,903.75