

# STATE OF COLORADO CONTRACT

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Contract Number</b> 18-101010
<b>Contractor</b> Colorado Access	<b>Contract Performance Beginning Date</b> The later of the Effective Date or July 1, 2017.
<b>Contract Maximum Amount</b> Term State Fiscal Year 2018 <b>The amount spent in this contract is dependent upon and limited by the number of members enrolled in the program</b>	<b>Initial Contract Expiration Date</b> June 30, 2018  <b>Contract Description</b> The purpose of this Contract is for the Contractor to act as a Regional Care Collaborative Organization for the Department in Region 5, as that region is defined in Exhibit B, Statement of Work.

### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>CONTRACTOR</b> Colorado Access</p> <hr style="width: 80%; margin: 10px auto;"/> <p style="text-align: center;">By: Name &amp; Title of Person Signing for Contractor</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Department of Health Care Policy and Financing Susan E. Birch, MBA, BSN, RN Executive Director</p> <hr style="width: 80%; margin: 10px auto;"/> <p style="text-align: center;">By: Susan E. Birch, MBA, BSN, RN Executive Director</p> <p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">2nd State or Contractor Signature if Needed</p> <hr style="width: 80%; margin: 10px auto;"/> <p style="text-align: center;">By: Name &amp; Title of Person Signing for Signatory</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b> Cynthia H. Coffman, Attorney General</p> <hr style="width: 80%; margin: 10px auto;"/> <p style="text-align: center;">By: _____ Assistant Attorney General</p> <p style="text-align: center;">Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="margin-top: 20px;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="margin-top: 20px;">By: _____ Greg Tanner, Controller: Department of Health Care Policy and Financing</p> <p style="margin-top: 20px;">Effective Date: _____</p>	

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### 1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Contract (the “State” or “HCPF” or the “Department”). Contractor and the State agree to the terms and conditions in this Contract.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

#### B. Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Page for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of 1 year or less at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to a Sample Option Letter provided by the State. Exhibit C. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§15**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to **§14.A.i.a**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

### 3. AUTHORITY

Authority to enter into this Contract exists in C.R.S. 25.5-1-101 et. seq.

### 4. PURPOSE

The purpose of this Contract is for the Contractor to act as a Regional Care Collaborative Organization for the Department in Region 5, as that region is defined in Exhibit B, Statement of Work, in reponse to RFP HCPFFKQ1102RCCO.

### 5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- B. “**Contract**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- C. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- D. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.
- E. “**End of Term Extension**” means the time period defined in **§2.D**
- F. “**Effective Date**” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Contract.
- G. “**Exhibits**” means the following exhibits attached to this Contract:
  - i. **EXHIBIT A:** HIPAA Business Associates Addendum
  - ii. **EXHIBIT B:** Statement of Work
  - iii. **EXHIBIT C:** Sample Option Letter
  - iv. **EXHIBIT D:** Medical Home Model Principles
  - v. **EXHIBIT E:** Member Rights and Protections
  - vi. **EXHIBIT F:** Eligible Member Categories
  - vii. **EXHIBIT G:** Deliverables

viii. **EXHIBIT H:** Enhanced Primary Care Standards

- H. **“Extension Term”** means the time period defined in §2.C
- I. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- J. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- K. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- L. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- M. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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 (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- N. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- O. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, and State personnel records not subject to disclosure under CORA.
- P. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- Q. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- R. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.
- S. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- T. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.

- U. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- V. **“Term”** means the time period defined in **§2.B**
- W. **“Work”** means the delivery of the Goods and performance of the Services described in this Contract.
- X. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

## **6. STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit B. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

## **7. PAYMENTS TO CONTRACTOR**

### **A. Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum. The State shall not pay Contractor any amount under this Contract that exceeds the PMPM amount for that month submitted to the State as specified in Exhibit B.

### **B. Payment Procedures**

#### **i. Invoices and Payment**

- a. In accordance with and subject to Section 11.0 of Exhibit B, the State shall pay the Contractor for all earned Per Member Per Month payments and incentive payments.
- b. The State shall not pay interest on any amounts due to the Contractor hereunder.

#### **ii. Payment Disputes**

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

iv. Erroneous Payments

The State may recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor. The State may recover such payments by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**8. REPORTING - NOTIFICATION**

A. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

**9. CONTRACTOR RECORDS**

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date 10 years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality



Contractor shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Contractor for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure. Contractor shall not, without prior written approval of the State, use for Contractor's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Contract. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines including, without limitation: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Contract. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements at least as protective as this Contract, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure agreements to the State upon request.

**C. Use, Security, and Retention**

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State.

## **11. CONFLICTS OF INTEREST**

### **A. Actual Conflicts of Interest**

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

### **B. Apparent Conflicts of Interest**

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

### **C. Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

## **12. INSURANCE**

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies with an AM Best rating of A-VIII or better.

### **A. Workers' Compensation**

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

### **B. General Liability**

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJJ, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

H. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

I. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§16** within 7 days of Contractor's receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

### 13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State.

### 14. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §13.B., shall have all of the remedies listed in this §14.A. in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (a) secure that right to use such Work for the State or Contractor; (b) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **§13.B** and the dispute resolution process in **§15**, shall have all remedies available at law and equity.

## 15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the purchasing director of the Department of Health Care Policy and Financing for resolution in accordance with the provisions of §§24-109-101, 24-109-106, 24-109-107, and 24-109-201 through 24-109-206 C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the purchasing director, Contractor’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

## 16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party’s principal representative at the address set forth below or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15 without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

### For the State:

Susan Mathieu, ACC Program Manager  
Department of Health Care Policy and  
Financing  
1570 Grant Street  
Denver, CO 80206  
Susan.Mathieu@state.co.us

### For Contractor:

Attn: Legal Department  
Colorado Access  
11100 East Bethany Drive  
Aurora, CO 80114  
legal@coaccess.com

## 17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

### A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

#### i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

**18. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S.

**19. GENERAL PROVISIONS**

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract



B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in **§19.A.**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A, HIPAA Business Associate Addendum
- ii. Colorado Special Provisions in §21 of the main body of this Contract.
- iii. The provisions of the other sections of the main body of this Contract.
- iv. Exhibit B, Statement of Work.
- v. Exhibit C, Sample Option Letter.
- vi. Exhibit D: Medical Home Model Principles.
- vii. Exhibit E, Member Rights and Protections.
- viii. Exhibit F, Eligible Member Categories.
- ix. Exhibit G, Deliverables.
- x. Exhibit H, Enhanced Primary Care Standards.

L. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

M. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from Colorado state and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§19.B.**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§10** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§10**.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

**20. ADDITIONAL GENERAL PROVISIONS**

**A. Compliance with Applicable Law**

The Contractor shall at all times during the execution of this Contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Contractor shall also require compliance with these statutes and regulations in subcontracts and subgrants permitted under this contract. The federal laws and regulations include:

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq.
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634
Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq.
Clean Air Act	42 U.S.C. 7401, et seq.
Equal Employment Opportunity	E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 C.F.R. Part 60
Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.
Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 and 508 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

Civil Rights Division	Section 24-34-301, CRS, <i>et seq.</i>
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The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.

- i. The Contractor will not discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, in performance of Work under this Contract.
- ii. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.

The Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this Contract.

**B. Federal Audit Provisions**

Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156). All state and local governments and non-profit organizations expending \$500,000.00 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of Circular No. A-133. The Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed \$500,000.00.

**C. Debarment and Suspension**

- iii. If this is a covered transaction or the Contract amount exceeds \$100,000.00, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- iv. This certification is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.
- v. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.
- vi. The terms "covered transaction," "debarment," "suspension," "ineligible," "lower tier covered transaction," "principal," and "voluntarily excluded," as used in this paragraph, have the meanings set out in 2 C.F.R. Parts 180 and 376.

- vii. The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts that exceed \$100,000.00.

D. Force Majeure

Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Contract, "force majeure" means acts of God; acts of the public enemy; acts of the state and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

E. Disputes

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff designated by the State and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director of the State and the Contractor's Chief Executive Officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

F. Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

- viii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
- ix. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- x. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

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

**21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)**

These Special Provisions apply to all contracts except where noted in italics.

**A. CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.* C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

**D. INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

**E. COMPLIANCE WITH LAW.**

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

**G. BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

**H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. VENDOR OFFSET. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm



the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101 *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

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## **HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (“Addendum”) is part of the Contract between the State of Colorado, Department of Health Care Policy and Financing and the Contractor. For purposes of this Addendum, the State is referred to as “Department”, “Covered Entity” or “CE” and the Contractor is referred to as “Associate”. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to “the Contract” or “this Contract” include this Addendum.

### **RECITALS**

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d – 1320d-8 (“HIPAA”) as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”)/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended.
- C. As part of the HIPAA Rules, the CE is required to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.

b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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 (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

c. “Protected Information” shall mean PHI provided by CE to Associate or created, received, maintained or transmitted by Associate on CE’s behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate’s PHI.

d. “Subcontractor” shall mean a third party to whom Associate delegates a function, activity, or service that involves CE’s Protected Information, in order to carry out the responsibilities of this Agreement.

## 2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate agrees to defend and indemnify the Department against third party claims arising from Associate’s breach of this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within five (5) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule, at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of its

safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. Associate and its agents or Subcontractors shall make available to CE, within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request, forward it to CE in writing. It shall be CE's

responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”), in a time and manner designated by the Secretary, for purposes of determining CE’s or Associate’s compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate’s policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or Subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(c) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate’s Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within five (5) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of Protected Information and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or Subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### 3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to this Contract, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

### 4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall

constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement, then CE shall take reasonable steps to cure such breach or end such violation. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall terminate the Contract, if feasible. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the Protected Information, Associate shall certify in writing to CE that such Protected Information has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such Protected Information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the

Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract or the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE, up to a maximum of thirty (30) hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being



commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, in which the actions of Associate are at issue, except where Associate or its Subcontractor, employee or agent is a named adverse party.

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

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(c) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

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## ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between the State of Colorado, Department of Health Care Policy and Financing and the Contractor and is effective as of the date of the Contract (the “Attachment Effective Date”). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:

No Additional Permitted Uses.

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

No additional permitted disclosures.

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:

No subcontractors.

4. Receipt. Associate’s receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows and Associate’s obligations under the Addendum shall commence with respect to such Protected Information upon such receipt:

Upon receipt of PHI from the Department.

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:

No additional restrictions on Use of Data.

6. Additional Terms. This may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security or privacy specifications, de-identification/re-identification of data, etc.

The Contractor shall notify the Department, in writing, within thirty (30) days of executing a contract with any subcontractor with whom it will share PHI.

## **EXHIBIT B**

### **STATEMENT OF WORK**

#### **SECTION 1.0 TERMINOLOGY**

##### **1.1. ACRONYMS, ABBREVIATIONS AND DEFINITIONS**

- 1.1.1. Acronyms and abbreviations are defined at their first occurrence in this Statement of Work. The following list of acronyms, abbreviations and definitions is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
- 1.1.1.1. ACC - Accountable Care Collaborative.
  - 1.1.1.2. ACC Program - The Department program designed to affordably optimize Client health, functioning and self-sufficiency with the primary goals to improve Medicaid Client health outcomes and control costs.
  - 1.1.1.3. AwDC - Adults without Dependent Children as defined in CRS §25.5-4-402.3.
  - 1.1.1.4. BHO - Behavioral Health Organization.
  - 1.1.1.5. BIDM - Business Intelligence Data Management. – The Department’s data management system.
  - 1.1.1.6. CCB - Community Centered Board.
  - 1.1.1.7. C.C.R. - Colorado Code of Regulations.
  - 1.1.1.8. CFR - Code of Federal Regulations.
  - 1.1.1.9. Chief Medical Officer - The position within the Contractor’s organization responsible for the implementation of all clinical and/or medical programs.
  - 1.1.1.10. Client - An individual eligible for and enrolled in the Colorado Medicaid Program.
  - 1.1.1.11. Closeout Period - The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.
  - 1.1.1.12. Cold Call Marketing - Any unsolicited personal contact by the Contractor with a Potential Enrollee for the purpose of marketing as defined in 42 CFR 438.104(a). See Marketing.
  - 1.1.1.13. Colorado interChange – The Colorado Medicaid Management Information System.
  - 1.1.1.14. Contract Manager - The position within the Contractor’s organization that acts as the primary point of contact between the Contractor and the Department.
  - 1.1.1.15. Contractor’s PCMP Network - All of the providers who have contracted with the Contractor to provide primary care medical home services within the Contractor’s Region or to provide primary care medical home services to Members enrolled with the Contractor.
  - 1.1.1.16. Contractor’s Region - The region in which the Contractor operates, in the case of this Contract, Region #5.

- 1.1.1.17. Covered Services - Medicaid benefits according to the Department's State Plan, as filed with the federal Centers for Medicare and Medicaid Services, which are provided through the Department's Promulgated Rules, Benefit Coverage Standards, Billing Manuals and Provider Bulletins.
- 1.1.1.18. CJI - Criminal Justice Involved. State or county inmates who have been paroled or released from prison or jail.
- 1.1.1.19. CRS - Colorado Revised Statutes.
- 1.1.1.20. Deliverable - any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a "Deliverable" or not.
- 1.1.1.21. Enrollee - Any individual Client who is enrolled in the ACC Program with the Contractor or another RCCO.
- 1.1.1.22. EPSDT - Early Periodic Screening, Diagnosis and Treatment.
- 1.1.1.23. Essential Community Provider - A provider defined under CRS §25.5-5-403.
- 1.1.1.24. Expansion Adults - Adults who are newly eligible for and enrolled in Medicaid due to expanded Medicaid eligibility limits allowed by the Affordable Care Act (ACA).
- 1.1.1.25. Expansion Phase - The period of time from the end of the Initial Phase until termination of the Contract.
- 1.1.1.26. FBMME - Full Benefit Medicare-Medicaid Enrollee.
- 1.1.1.27. Federally Qualified Health Center - A provider defined under 10 C.C.R. 2505-10 §8.700.1.
- 1.1.1.28. FFS - Fee For Service.
- 1.1.1.29. Financial Manager - The position within the Contractor's organization that is responsible for the implementation and oversight of all of the Contractor's financial operations.
- 1.1.1.30. FQHC - Federally Qualified Health Center.
- 1.1.1.31. Go-Live Date - June 1, 2011, or the date, upon which the Department gives approval for the Contractor to begin the Initial Phase, whichever is later.
- 1.1.1.32. Guiding Care – A clinical tool created by Altruista Health, Inc.
- 1.1.1.33. Health First Colorado – Colorado's Medicaid Program.
- 1.1.1.34. Health First Colorado Data Analytics Portal – Data analytics web portal for the ACC Program.
- 1.1.1.35. HIPAA - The Health Insurance Portability and Accountability Act of 1996.
- 1.1.1.36. Informal Network - The non-contractual or contractual relationships with Providers, other than PCMPs, designed to meet Member's needs.
- 1.1.1.37. Initial Phase - The period of time from the Go-Live Date until June 30, 2012 or until the Contractor is authorized by the Department to enter the Expansion Phase, whichever is later.

- 1.1.1.38. Key Personnel - The individuals fulfilling the positions of Contract Manager, Financial Manager or Chief Medical Officer.
- 1.1.1.39. LTSS - Long-term Services and Supports.
- 1.1.1.40. MAGI Adults - Adults who are eligible for the Colorado Medical Assistance Program as described in CRS 25.5-4-402.3(4)(b)(IV)(c).
- 1.1.1.41. Marketing - Any communication, from the Contractor, to a Client who is not enrolled with the Contractor, that can reasonably be interpreted as intended to influence the Client to enroll in the Contractor's Medicaid product, or either to not enroll in, or to disenroll from, another contractor's Medicaid product.
- 1.1.1.42. Marketing Materials - Materials that are produced in any medium, by or on behalf of the Contractor that can reasonably be interpreted as intended to market to Potential Enrollees.
- 1.1.1.43. Medical Home - An approach to providing comprehensive primary-care that facilitates partnerships between individual patients, their providers, and, where appropriate, the patient's family, that meets the requirements described in **Exhibit D**, Medical Home Model Principles.
- 1.1.1.44. Member - Any individual Client who is enrolled with the Contractor or another RCCO.
- 1.1.1.45. Member Dismissal - Termination of a Member's primary care relationship with a contracted Primary Care Medical Provider.
- 1.1.1.46. Other Personnel - Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.1.47. PBMS - Pharmacy Benefit Management System
- 1.1.1.48. Primary Care Case Management - A system under which a primary care case manager (PCCM) contracts with the State to furnish case management services (which include the location, coordination and monitoring of primary health care services) to Members, or a PCCM entity that contracts with the State to provide a defined set of functions as defined in 42 CFR 438.2.
- 1.1.1.49. PCCM Entity - Primary Care Case Management Entity.
- 1.1.1.50. Primary Care Case Management Entity - An organization that provides any of the following functions, in addition to PCCM services, for the State: provision of intensive telephonic or face-to-face case management; development of enrollee care plans; execution of contracts with and/or oversight responsibilities for the activities of FFS providers in the FFS program; provision of payments to FFS providers on behalf of the State; provision of enrollee outreach and education activities; operation of a customer service call center; review of provider claims, utilization and practice patterns to conduct provider profiling and/or practice improvement; implementation of quality improvement activities including administering enrollee satisfaction surveys or collecting data necessary for performance measurement of providers; coordination with behavioral health systems/providers; coordination with long-term services and supports systems/providers as defined in 42 CFR. 438.2.
- 1.1.1.51. PCCM - Primary Care Case Manager.
- 1.1.1.52. Primary Care Case Manager - A physician, a physician group practice, a physician assistant, nurse practitioner, certified nurse-midwife as defined in 42 CFR 438.2.

- 1.1.1.53. PCMP - Primary Care Medical Provider.
- 1.1.1.54. Primary Care Medical Provider - A primary care provider who serves as a Medical Home for Members. A PCMP may be a FQHC, RHC, clinic or other group practice that provides the majority of a Member's comprehensive primary, preventive and sick care. A PCMP may also be individual or pods of PCMPs that are physicians, advanced practice nurses or physician assistants with a focus on primary care, general practice, internal medicine, pediatrics, geriatrics or obstetrics and gynecology.
- 1.1.1.55. PIP - Performance Improvement Plan.
- 1.1.1.56. PMPM - Per Member Per Month.
- 1.1.1.57. Potential Enrollee - A Client who is eligible for enrollment into the ACC Program with the Contractor or another RCCO, but is not yet enrolled in the ACC Program.
- 1.1.1.58. RCCO - Regional Care Collaborative Organization.
- 1.1.1.59. Region - A geographical area containing specific counties, within the State of Colorado, that is served by a RCCO.
- 1.1.1.60. Region #5 - The geographical area encompassing Adams, Arapahoe and Douglas Counties.
- 1.1.1.61. Regional Care Collaborative Organization - One of seven (7) regional entities contracted with the Department to support the ACC Program by improving the health outcomes for Members and controlling the cost of care.
- 1.1.1.62. RHC - Rural Health Clinic.
- 1.1.1.63. Rural Health Clinic - A provider or practice as defined in 10 C.C.R. 2505-10 §8.740.
- 1.1.1.64. SEP - Single Entry Point Agency.
- 1.1.1.65. Start-Up Phase - The period of time from the Contract's Effective Date until the Go-Live Date.
- 1.1.1.66. STD - Sexually Transmitted Disease.
- 1.1.1.67. TAP – Transition Access Program.

## **SECTION 2.0 REGION AND PERSONNEL**

### **2.1. REGION**

- 2.1.1. The Contractor shall be the RCCO for Region #5 and shall be a Primary Care Case Management Entity (PCCM Entity), as defined in 42 CFR §438.2, for Members enrolled with the Contractor.
- 2.1.1.1. Region #5 includes Denver County.

### **2.2. PERSONNEL**

- 2.2.1. The Contractor shall possess the corporate resources and structure necessary to perform its responsibilities under the Contract and successfully implement and operate the Accountable Care Collaborative (ACC) Program in the Contractor's Region.
- 2.2.2. The Contractor shall provide the following positions, defined as Key Personnel, in relation to the Contract:

- 2.2.2.1. Contract Manager
  - 2.2.2.1.1. The Contract Manager shall be the Department’s primary point of contact for Contract and performance issues and responsibilities.
  - 2.2.2.1.2. All communication between the Department and the Contractor shall be facilitated by the Contract Manager.
  - 2.2.2.1.3. The Contract Manager shall ensure that all Contract obligations are in compliance with all state and federal laws, regulations policies and procedures and with the requirements of the Contract.
- 2.2.2.2. Financial Manager
  - 2.2.2.2.1. The Financial Manager shall be responsible for the implementation and oversight of the budget, accounting systems and all other financial operations of the Contractor.
  - 2.2.2.2.2. The Financial Manager shall ensure that all financial operations of the Contractor are in compliance with all state and federal laws, regulations policies and procedures and with the requirements of the Contract.
- 2.2.2.3. Chief Medical Officer
  - 2.2.2.3.1. The Chief Medical Officer shall be a physician licensed by the State of Colorado and certified by the Colorado Board of Medical Examiners.
  - 2.2.2.3.2. The Chief Medical Officer shall be responsible for the implementation of all clinical and/or medical programs implemented by the Contractor.
  - 2.2.2.3.3. The Chief Medical Officer shall ensure that all clinical and/or medical programs implemented by the Contractor are implemented and operated in compliance with all state and federal laws, regulations policies and procedures and with the requirements of the Contract.
- 2.2.3. Each Key Personnel position shall be filled by separate and distinct individuals. No individual shall be allowed to fulfill multiple Key Personnel positions simultaneously.
- 2.2.4. The Contract Manager shall perform their responsibilities out of an office that is either located within the Contractor’s Region or located within the Denver metro area.
- 2.2.5. Other Staff Functions
  - 2.2.5.1. The Contractor shall provide staff necessary to ensure that the following functions are performed, in addition to those of the Key Personnel:
    - 2.2.5.1.1. Outcomes and Performance Improvement Management, including overseeing Member and administrative outcomes, coordinating quality improvement activities across the Contractor’s Region, benchmarking performance against other Regional Care Collaborative Organizations (RCCOs), ensuring alignment with federal and state guidelines, and setting internal performance goals and objectives.
    - 2.2.5.1.2. Medical Management and Care Coordination Activities, including overseeing medical management and care coordination activities to assist providers and Members in rendering and accessing necessary and appropriate services and resources.
    - 2.2.5.1.3. Communications Management, including organizing, developing, modifying and disseminating information, by way of written material and forums, to providers and Members.

- 2.2.5.1.4. Provider Relations and Network Management, including establishing agreements with Primary Care Medical Providers (PCMPs), establishing all other formal and informal relationships with providers, provider education, data-sharing, and addressing providers' questions and concerns.
- 2.2.6. The Contractor shall maintain an office in the Contractor's Region and shall make Key Personnel, and other personnel requested by the Department, available for meetings in locations within the State of Colorado, at the Department's request.
- 2.2.7. The Contractor shall provide the Department with an organizational chart listing all positions within the Contractor's organization that are responsible for the performance of any activity related to the Contract, their hierarchy and reporting structure and the names of the individuals fulfilling each position, within thirty (30) days of the Contract's Effective Date. The organizational chart shall contain accurate and up-to-date telephone numbers and email addresses for each individual listed.
  - 2.2.7.1. DELIVERABLE: Organizational Chart.
  - 2.2.7.2. DUE: Thirty (30) days from the Contract's Effective Date.
- 2.2.8. Contractor shall provide the Department with the opportunity to approve new Key Personnel working on the Contract. Any new Key Personnel shall have, at a minimum, the same qualifications as the individual previously fulfilling that position. The Contractor shall deliver an updated Organizational Chart within five (5) days of any change in Key Personnel or request from the Department for an updated Organizational Chart. The Contractor shall deliver to the Department an interim plan for fulfilling any vacant position's responsibilities and the plan for filling the vacancy.
  - 2.2.8.1. DELIVERABLE: Updated Organizational Chart.
  - 2.2.8.2. DUE: Five (5) days from any change in Key Personnel or from the Department's request for an updated Organizational Chart.
- 2.2.9. The Contractor shall appoint any new Key Personnel only after a candidate has been approved by the Department to fill a vacancy.
- 2.2.10. The Department may request the removal from work on the Contract of employees or agents of the Contractor whom the Department justifies as being incompetent, careless, insubordinate, unsuitable or otherwise unacceptable, or whose continued employment on the Contract the Department deems to be contrary to the public interest or not in the best interest of the Department. For any requested removal of Key Personnel, the Department shall provide written notice to Contractor identifying each element of dissatisfaction with each Key Personnel, and Contractor shall have ten (10) business days from receipt of such written notice to provide the Department with a written action plan to remedy each stated point of dissatisfaction. Contractor's written action plan may or may not include the removal of Key Personnel from work on the Contract.
- 2.2.11. The Contractor shall provide cultural competency and disability awareness training to all individuals shown on its current Organizational Chart.

## **SECTION 3.0 MEMBERSHIP, ENROLLMENT AND CLIENT CONTACT**

### **3.1. MEMBERSHIP AND ENROLLMENT**

#### **3.1.1. Enrollment and PCMP Selection**



- 3.1.1.1. The Department will enroll Clients with the Contractor based on the Department's enrollment and reenrollment procedures. Eligible Clients will be passively enrolled into the ACC Program. Clients are notified of the Department's intent to enroll them into the program at least thirty (30) days before they are enrolled. The Department's enrollment broker sends the Client a letter notifying them of the Department's intent to enroll them into the program and instructions for disenrolling from the ACC Program within the first ninety (90) days of the Client's enrollment.
- 3.1.1.2. The Contractor shall accept all Clients, that the Department enrolls, that are eligible for enrollment. The Contractor shall accept individuals eligible for enrollment in the ACC Program in the order in which they are enrolled or apply without restriction. The Department may enroll any Client who is included in any of the eligibility categories shown in **Exhibit F**, Eligible Member Categories.
- 3.1.1.3. Each Member shall have the option to select a PCMP to provide comprehensive primary-care to the Member and a majority of all of the Member's medical care. If a Member has not selected a PCMP prior to the Member's enrollment, the Contractor shall attempt to contact the Member and assist the Member in selecting a PCMP. The Contractor shall make a minimum of two attempts to contact the Member, using different methods, if needed. The Contractor shall, on at least a quarterly basis, identify and implement strategies to reach Members whose phone or address information is incorrect. Once the Contractor has contacted the Member, it shall provide the Member with contact information for available geographically appropriate PCMPs who are enrolling new Members in the ACC Program and assist the Member in selecting a PCMP. The Contractor may act as a liaison between the Member and any PCMP the Member wishes to select. The Contractor shall document all attempts at contacting Members who have not selected a PCMP and the results of each attempt. The Contractor shall maintain a record of all attempts made to contact a Member.
  - 3.1.1.3.1. The Department shall provide the Contractor with a Member eligibility report and a Member eligibility change report, on a monthly basis. The Member eligibility report shall contain the PCMP selected by each Member in the Contractor's Region and the applicable demographics for each Member. The Member change report shall show any additions, deletions or changes to the existing PCMP selection records.
  - 3.1.1.3.2. The Contractor shall provide the results of the attempts to contact Members who have not selected a PCMP during the calendar quarter in the Stakeholder Report. The report shall also contain a plan for the following calendar quarter regarding Member contact and how the Contractor will resolve any deficiencies identified during the prior quarter.
- 3.1.1.4. Members have the option to select PCMP or receive care within a Region other than the one in which they reside. In the event that a Member within Contractor's Region selects a PCMP or selects to receive care within another RCCO's Region, the Contractor shall coordinate with the other RCCO to ensure that the Member's quality, quantity and timeliness of care are not affected by the Member's choice.
  - 3.1.1.4.1. The Department and Contractor shall work together to implement a report that will alert the Contractor when a Member in the Contractor's Region selects a PCMP in another Region so that the Contractor may coordinate with that other Region's RCCO.

- 3.1.1.5. The Contractor shall coordinate with any other RCCO, in the event that a Member residing within the other RCCO's Region selects a PCMP or selects to receive care within the Contractor's Region, to ensure that the Member's quality, quantity and timeliness of care are not affected by the Member's choice.
- 3.1.1.6. The Contractor shall only accept Members who reside within their Region and who reside sufficiently near the office of a PCMP in the Contractor's network for the Member to reach that PCMP within a reasonable time and using available and affordable modes of transportation.
- 3.1.1.7. The Contractor shall not discriminate against individuals eligible to enroll in the ACC Program on the basis of race, color or national origin, and shall not use any policy or practice that has the effect of discriminating on the basis of race, color or national origin.
- 3.1.1.8. The Contractor shall not discriminate against individuals eligible to enroll in the ACC Program on the basis of Member health status or need for health care services.
- 3.1.1.9. The Department will provide the Contractor with the following reports, from of the Colorado interChange and the BIDM, for the Contractor to verify Member eligibility and enrollment:
  - 3.1.1.9.1. Daily Disenrollment.
  - 3.1.1.9.2. Monthly Enrollment Change.
  - 3.1.1.9.3. Monthly Report of All Enrollees.
  - 3.1.1.9.4. Daily New Enrollees.
  - 3.1.1.9.5. Monthly Disenrollments.
  - 3.1.1.9.6. Monthly New Enrollees.
  - 3.1.1.9.7. X12 transaction reports, including:
    - 3.1.1.9.7.1. Client Capitations.
    - 3.1.1.9.7.2. Benefit Enrollment and Maintenance.
    - 3.1.1.9.7.3. Eligibility Response.
    - 3.1.1.9.7.4. Acknowledgment of a sent transaction.
  - 3.1.1.9.8. Managed Care Transaction Report.
  - 3.1.1.9.9. Monthly ACC Roster Report.
- 3.1.2. Disenrollment
  - 3.1.2.1. Contractor may only request disenrollment of a Member from the ACC Program for cause. The Department shall review the Contractor's requests for disenrollment and may grant or reject the Contractor's request at its discretion. A disenrollment for cause may only occur under the following circumstances:
    - 3.1.2.1.1. The Member moves out of the Contractor's Region.
    - 3.1.2.1.2. The Contractor's plan does not, because of moral or religious reasons, cover the service the Member seeks.

- 3.1.2.1.3. The Member needs related services to be performed at the same time, not all related services are available within the network and the Member's PCMP or another provider determines that receiving the services separately would subject the Member to unnecessary risk.
- 3.1.2.1.4. Other reasons, including but not limited to, poor quality of care, lack of access to services covered under the Contract or lack of access to providers experienced in dealing with the Member's health care needs.
- 3.1.2.1.5. Abuse or intentional misconduct consisting of any of the following:
  - 3.1.2.1.5.1. Behavior of the Member that is disruptive or abusive to the extent that the Contractor's ability to furnish services to either the Member or other Members is impaired.
  - 3.1.2.1.5.2. A documented, ongoing pattern of failure on the part of the Member to keep scheduled appointments or meet any other Member responsibilities.
  - 3.1.2.1.5.3. Behavior of the Member that poses a physical threat to the provider, to other provider, Contractor or PCMP staff or to other Members.
  - 3.1.2.1.5.4. The Contractor shall provide one oral warning, to any Member exhibiting abusive behavior or intentional misconduct, stating that continuation of the behavior or misconduct will result in a request for disenrollment. If the Member continues the behavior or misconduct after the oral warning, the Contractor shall send a written warning that the continuation of the behavior or misconduct will result in disenrollment from the Contractor's plan. The Contractor shall send a copy of the written warning and a written report of its investigation into the behavior, to the Department, no less than thirty (30) days prior to the disenrollment. If the Member's behavior or misconduct poses an imminent threat to the provider, to other provider, Contractor or PCMP staff or to other Members, the Contractor may request an expedited disenrollment after it has provided the Member exhibiting the behavior or misconduct an oral warning.
    - 3.1.2.1.5.4.1. DELIVERABLE: Written warning and written report of abusive behavior or intentional misconduct.
    - 3.1.2.1.5.4.2. DUE: No less than thirty (30) days prior to disenrollment unless the Department approves expedited disenrollment.
- 3.1.2.1.6. The Member commits fraud or knowingly furnishes incorrect or incomplete information on applications, questionnaires, forms or statements submitted to the Contractor as part of the Member's enrollment in the Contractor's plan.
- 3.1.2.1.7. Any other reason determined to be acceptable by the Department.
- 3.1.2.2. Disenrollment for cause shall not include disenrollment because of:
  - 3.1.2.2.1. Adverse changes in the Member's health status.
  - 3.1.2.2.2. Change in the Member's utilization of medical services.
  - 3.1.2.2.3. The Member's diminished mental capacity.

- 3.1.2.2.4. Any behavior of the Member resulting from the Member's special needs, as determined by the Department, unless those behaviors seriously impair the Contractor's ability to furnish services to that Member or other Members.
- 3.1.2.2.5. Receipt of Medicare coverage at any time following the end of the Initial Phase.
- 3.1.2.3. The Department may select to disenroll any Member at the Department's sole discretion. If the Department selects to disenroll a Member, the Department may reenroll that same Member with the Contractor at any time or with any other RCCO if the Member now resides within that other RCCO's Region.
- 3.1.2.4. The Department may disenroll any Member, who requests disenrollment, in its sole discretion.
- 3.1.2.5. The Department may disenroll a Member from the ACC Program upon that Member's request. A Member may request disenrollment, and the Department may grant the Member's request:
  - 3.1.2.5.1. For cause, at any time. A disenrollment for cause may occur under the following circumstances:
    - 3.1.2.5.1.1. The Member moves out of the Contractor's service area.
    - 3.1.2.5.1.2. The Contractor does not, because of moral or religious objections, cover the service the Member needs.
    - 3.1.2.5.1.3. The Member needs related services (for example, a caesarean section and a tubal ligation) to be performed at the same time, not all related services are available within the network and the Member's PCMP or another physician determines that receiving the services separately would subject the Member to unnecessary risk.
    - 3.1.2.5.1.4. Administrative error on the part of the Department or its designee or the Contractor including, but not limited to, system error.
    - 3.1.2.5.1.5. Poor quality of care, as documented by the Department.
    - 3.1.2.5.1.6. Lack of access to covered services, as documented by the Department.
    - 3.1.2.5.1.7. Lack of access to Providers experienced in dealing with the Member's health care needs.
  - 3.1.2.5.2. Without cause, at any time during the ninety (90) days following the date of the Member's initial enrollment with the Contractor.
    - 3.1.2.5.2.1. A Member may request disenrollment, without cause, at least once every twelve (12) months after the first ninety (90) day period.
    - 3.1.2.5.2.2. A Member may request disenrollment, without cause, upon automatic reenrollment under 42 CFR 438.56(g), if the temporary loss of Medicaid eligibility has caused the recipient to miss the annual disenrollment opportunity.
- 3.1.2.6. The Department may reenroll with the Contractor any Member who was disenrolled solely because the Member lost eligibility for Medicaid benefits and the loss was for a period of sixty (60) days or less.
- 3.1.2.7. The Contractor shall not discriminate against individuals eligible to re-enroll in the ACC Program on the basis of Member health status or need for health care services.

- 3.1.2.8. In the event that the Department grants a request for disenrollment, either from the Contractor or from a Member, the effective date of that disenrollment shall be no later than the first day of the second month following the month in which the Member or Contractor files the request. If the Department fails to either approve or deny the request in this timeframe, the request shall be considered approved.
- 3.1.2.9. The Contractor shall have written policies that comply with the requirements of **Exhibit E**, Member Rights and Protections.
- 3.1.2.10. The Contractor shall ensure and document that PCMPs are in compliance with federal regulations regarding Member Dismissal. The Contractor shall only submit Member Dismissal requests that meet federal guidelines for Member Dismissal to the Department.
  - 3.1.2.10.1. When requesting that a member be dismissed from a PCMP the Contractor shall submit this compliance documentation to the Department. The request and documentation shall be submitted to the Department no later than the 10<sup>th</sup> day of each month.
  - 3.1.2.10.2. The Department will process dismissals on the 10<sup>th</sup> day of each month; or the first Business Day following the 10<sup>th</sup> day, if the 10<sup>th</sup> falls on a weekend or holiday. Any Member Dismissal requests received after the 10<sup>th</sup> will be processed in the following month.

## **3.2. CLIENT CONTACT RESPONSIBILITIES**

- 3.2.1. All materials that the Contractor creates for distribution to any Client or Member shall be culturally and linguistically appropriate to the recipient.
  - 3.2.1.1. All materials shall be written in English and Spanish, or any other prevalent language, as directed by the Department or as required by 42 CFR 438.10. The Contractor shall notify all Members and potential Members of the availability of alternate formats for the information, as required by 42 CFR 438.10, and how to access such information.
  - 3.2.1.2. All materials shall be written in easy to understand language and shall comply with all applicable requirements of 42 CFR 438.10.
    - 3.2.1.2.1. Written information provided to Members shall be written, to the extent possible, at the sixth (6th) grade level, unless otherwise directed by the Department. Written information shall be translated into other non-English languages prevalent in the Service Area, and provided in alternative formats to meet the special needs of clients who are visually impaired or have limited reading proficiency.
    - 3.2.1.2.2. The Contractor shall inform Members that oral interpretation services are available for any language, that written information is available in prevalent languages and how the Member may access interpretation services.

- 3.2.1.3. The Contractor shall submit all materials to the Department at least ten (10) Business Days prior to the Contractor printing or disseminating such materials to any Member or Client, unless the Department approves a shorter submission deadline. The Department may review any materials and reserves the right to require changes or redrafting of the document as the Department determines necessary to ensure that the language is easy to understand. The Contractor shall make any required changes to the materials. Once a change is made to the materials, the Contractor shall not use any prior versions of the materials in any distribution to any Client or Member, unless the Department gives express written consent. This submission requirement shall not apply to items that are directed toward and addressed to individual Members.
- 3.2.1.3.1. DELIVERABLE: Updated client materials including changes required by the Department.
- 3.2.1.3.2. DUE: Thirty (30) days from the request by the Department to make a change.
- 3.2.2. The Contractor shall maintain, staff, and publish the number for at least one (1) toll free telephone line, in addition to local lines, that Members may call regarding customer service or care coordination issues.
- 3.2.2.1. The Contractor's telephone lines shall provide customer service support, to both Members and providers, Monday through Friday, between the hours of 8:00 am and 6:00 pm Mountain Time.
- 3.2.2.2. The Contractor's telephone lines shall allow for a Member or provider to leave a message during any time that customer service support is not available. The Contractor shall return any messages left on this system within one business day.
- 3.2.2.3. The Contractor shall use the AT&T Language Line, or a similar service, to identify foreign languages and provide real time interpretation for languages that the Contractor's staff members do not speak fluently.
- 3.2.3. The Contractor shall assist any RCCO member who contacts the Contractor, including RCCO members not in the Contractor's region who need assistance with contracting his/her PCMP and/or RCCO. The Department will provide data to the RCCO on all ACC members for this purpose. If the member does not have a PCMP, the Contractor shall assist the client in identifying a PCMP and making that selection with the enrollment broker.
- 3.2.4. The Contractor shall create the following materials during the Start-Up Phase:
  - 3.2.4.1. A section of the Department's ACC Program Member Handbook, that describes the Contractor's roles, responsibilities and functions that support the ACC Program, how to access the Contractor's care coordination services and relevant telephone numbers and website addresses. The information in this section shall be specific to the Contractor's Region.
    - 3.2.4.1.1. DELIVERABLE: ACC Program Member Handbook section specific to the Contractor's Region.
    - 3.2.4.1.2. DUE: Thirty (30) days from the Contract's Effective Date.
    - 3.2.4.1.3. DELIVERABLES: ACC Program Member Handbook - updated section specific to the Contractor's Region, when significant changes occur.
    - 3.2.4.1.4. DUE: Thirty (30) days from the effective date of the changes.

- 3.2.4.2. A Directory of PCMPs that includes information as requested in 42 CFR 438.10(h).
- 3.2.4.2.1. The information included in a paper directory shall be updated at least monthly and electronic provider directories must be updated no later than 30 calendar days after the Contractor receives updated provider information.
- 3.2.4.2.2. The information included in an online directory must be in a machine readable format.
- 3.2.4.2.3. DELIVERABLE: PCMP Directory.
- 3.2.4.2.4. DUE: By the dates) as noted above in 3.2.4.2.1., unless extension is allowed by the Department.
- 3.2.4.3. A welcome packet for its Members containing lists of all of the PCMPs in the Contractor's PCMP Network, by license type, specialties, locations, office hours, and languages spoken, as well as instructions on how to access the online provider directory. The Contractor shall deliver this to each Member that is enrolled with the Contractor within thirty (30) days of the Member's enrollment.
- 3.2.4.3.1. DELIVERABLE: Member welcome packet.
- 3.2.4.3.2. DUE: Thirty (30) days from the Contract's Effective Date.
- 3.2.5. Marketing
  - 3.2.5.1. The Contractor shall not engage in any Marketing Activities, as defined in 42 CFR 438.104, during the Start-Up Phase or the Initial Phase.
  - 3.2.5.2. During the Expansion Phase, the Contractor may engage in Marketing Activities at its discretion. The Contractor shall not distribute any marketing materials without the Department's approval.
    - 3.2.5.2.1. The Contractor shall submit all materials relating to Marketing Activities to the Department's designee, and allow the Department's Night State Medical Assistance and Services Advisory Council and the Department to review any materials the Contractor proposes to use in relation to its Marketing Activities before distributing any such materials. Based on this review, the Department may require changes to any materials before the Contractor may distribute those materials, or may disallow the use of any specific materials in its sole discretion.
    - 3.2.5.2.2. The Contractor shall specify methods of assuring the Department that Marketing, including plans and materials, is accurate and does not mislead, confuse, or defraud the Members or the Department.
    - 3.2.5.2.3. The Contractor shall distribute the materials to the entire service area.
    - 3.2.5.2.4. The Contractor shall not seek to influence enrollment in conjunction with the sale or offering of any private insurance.
    - 3.2.5.2.5. The Contractor and any Subcontractors shall not, directly or indirectly, engage in door-to-door, telephone, or other cold call marketing activities.
    - 3.2.5.2.6. Marketing materials shall not contain any assertion or statement, whether written or oral, that the potential Member must enroll with the Contractor to obtain benefits or not to lose benefits.

- 3.2.5.2.7. Marketing Materials shall not contain any assertion or statement, whether written or oral, that the Contractor is endorsed by the Centers for Medicare and Medicaid Services, the Federal or State government or similar entity.
- 3.2.5.3. The Contractor shall only engage in Marketing Activities in compliance with federal and state laws, regulations, policies and procedures.
- 3.2.6. The Contractor shall communicate with Members on a quarterly basis regarding the ACC program, plan benefits, highlights of program changes, upcoming Local Advisory Committee meetings and other health and wellness information. The Contractor may trial different communication methods and build a plan that maximizes the most effective methods of communication.
- 3.2.7. Upon termination of a PCMP's agreement or participation with the Contractor, for any reason, the Contractor shall notify any Member, who has selected that PCMP, of that PCMP's termination, as required in 42 CFR 438.10(f).
  - 3.2.7.1. DELIVERABLE: Notice to Members of PCMP termination.
  - 3.2.7.2. DUE: Fifteen (15) days from the notice of termination.

## **SECTION 4.0 NETWORK STRATEGY**

### **4.1. PCMP NETWORK AND NETWORK DEVELOPMENT**

- 4.1.1. The Contractor shall create, administer and maintain a network of PCMPs and other Medicaid providers, building on the current network of Medicaid providers, to serve the needs of its Members.
  - 4.1.1.1. The Contractor shall continually review its network of PCMPs to ensure its adequacy. The Contractor's adequacy review shall take into account which providers are currently accepting new Members or Clients, the extent to which the network can accommodate those who rely on public transportation and the network's telemedicine capacity.
  - 4.1.2. The Contractor shall document its relationship with and requirements for each PCMP in the Contractor's PCMP Network in a written contract with that PCMP.
  - 4.1.3. The Contractor shall only enter into written contracts with PCMPs that meet the following criteria:
    - 4.1.3.1. The PCMP practice and the individual PCMP are enrolled as a Colorado Medicaid provider.
    - 4.1.3.2. The PCMP practice and the individual PCMP, as applicable, are currently licensed by the Colorado Board of Nursing or Board of Medical Examiners to practice medicine in the State of Colorado.
    - 4.1.3.3. The individual PCMP shall act as the primary care provider for a Member and is capable of providing a majority of that Member's comprehensive primary, preventative and urgent or sick care.
    - 4.1.3.4. The PCMP practice is certified by the Department as a provider in the Medicaid and CHP+ Medical Homes for Children Program or the PCMP practice is a Federally Qualified Health Center, a Rural Health Clinic, clinic or other group practice with a focus on primary care, general practice, internal medicine, pediatrics, geriatrics or obstetrics and gynecology.



- 4.1.3.5. The PCMP meets all additional criteria in **Exhibit D**.
- 4.1.3.6. The Contractor may not prohibit a PCMP from entering into a contract with another RCCO.
- 4.1.4. The Contractor shall ensure that its PCMP network is sufficient to meet the requirements for every Member's Access to Care, to serve all Member's primary care needs and allow for adequate Member freedom of choice amongst PCMPs and providers during the Initial Phase and Expansion Phase.
- 4.1.5. The Contractor's network shall include Essential Community Providers and private for-profit and not-for-profit providers.
- 4.1.6. The Contractor shall ensure that its network includes providers or PCMPs with the interest and expertise in serving the special populations that include, but are not limited to:
  - 4.1.6.1. The physically or developmentally disabled.
  - 4.1.6.2. Children and foster children.
  - 4.1.6.3. Adults and the aged.
  - 4.1.6.4. Non-English speakers.
  - 4.1.6.5. Members with complex behavioral or physical health needs.
  - 4.1.6.6. Members with Human Immunodeficiency Virus (HIV).
  - 4.1.6.7. Members who are released from the Colorado Department of Corrections (DOC) or county jail system.
- 4.1.7. The Contractor's network shall provide the Contractor's Members with a meaningful choice in selecting a PCMP.
  - 4.1.7.1. If a Member within the Contractor's Region requests a provider that has not entered into an agreement with the Contractor or another RCCO, the Contractor shall make an effort to enroll the provider.
    - 4.1.7.1.1. The Contractor shall make an initial contact, through any method allowed by federal statutes, regulations policies or procedures, with the provider to attempt to enroll the provider in the Contractor's network.
    - 4.1.7.1.2. If the Contractor is unsuccessful in its initial contact, then the Contractor shall make one (1) follow-up contact to attempt to enroll the provider in the Contractor's network.
- 4.1.8. The Contractor shall reasonably ensure that all providers and PCMPs in its network are aware of the Contractor's referral process as described in Section 6.1.

## **4.2. ACCESS TO CARE STANDARDS**

- 4.2.1. The Contractor's PCMP Network shall have a sufficient number of PCMPs so that each Member has a PCMP and each Member has their choice of at least two (2) PCMPs within their zip code or within thirty (30) minutes of driving time from their location, whichever area is larger. For rural and frontier areas, the Department may adjust this requirement based on the number and location of available providers.
  - 4.2.1.1. In the event that there are less than two (2) medical providers qualified to be a PCMP within the area defined in the prior paragraph for a specific Member, then the requirements of that paragraph shall not apply to that Member.

- 4.2.1.2. The Contractor shall use GeoAccess or a comparable service to measure the distance between the Members and the providers and PCMPs in the Contractor's Region.
- 4.2.2. The Contractor's PCMP Network shall provide for extended hours on evenings and weekends and alternatives for emergency room visits for after-hours urgent care. The Contractor will determine the appropriate requirements for the number of extended hours and weekend availability based on the needs of the Contractor's Region, and submit these requirements to the Department for approval. The Contractor shall assess the needs of the Contractor's Region on a regular basis, no less often than quarterly, and submit a request to the Department to adjust its requirements accordingly.
  - 4.2.2.1. At a minimum, the Contractor's PCMP Network shall provide for twenty-four (24) hour a day availability of information, referral and treatment of emergency medical conditions.
- 4.2.3. The Contractor shall have a system to track Member access at the PCMP provider level, including requests for same day care, requests for routine care and how long a Member must wait before an appointment is available. The Contractor shall provide this information in a mutually agreed reporting format and on a mutually agreed schedule.
- 4.2.4. The Contractor's PCMP Network shall be sufficient to ensure that appointments will be available to all Members:
  - 4.2.4.1. Within forty-eight (48) hours of a Member's request for urgent care.
  - 4.2.4.2. Within ten (10) calendar days of a Member's request for non-urgent, symptomatic care.
  - 4.2.4.3. Within forty-five (45) calendar days of a Member's request for non-symptomatic care, unless an appointment is required sooner to ensure the provision of screenings in accordance with the Department's accepted Early Periodic Screening, Diagnosis and Treatment (EPSDT) schedules.
- 4.2.5. The Contractor shall reasonably ensure that Members in the Contractor's Region have access to specialists and other Medicaid providers promptly and without compromising the Member's quality of care or health.
  - 4.2.5.1. The Contractor shall arrange for, or coordinate with other entities that arrange for, specialists to be flown, or otherwise brought in, to areas where there are no specialists available on a full-time basis, in order to meet the requirements of this section. The Contractor may use telemedicine to fulfill this requirement if the PCMP providing care for a Member believes that telemedicine is an appropriate method of care.
- 4.2.6. The Department shall reimburse any provider for a Member's emergency services as otherwise authorized by Medicaid regardless of whether the provider that furnished the services has a contract with the Contractor.

### **4.3. ONGOING NETWORK MANAGEMENT AND REGIONAL STRATEGY**

- 4.3.1. The Contractor shall create, document, and maintain a Communication Plan to communicate with all providers, behavioral health managed care organizations and PCMPs in its network and other community resources with which it has relationships, and to promote communication amongst the providers.
  - 4.3.1.1. The Communication Plan may include the following methods:
    - 4.3.1.1.1. Assignment of providers to a specific provider relations consultant or point-of-contact within the Contractor's organization.

- 4.3.1.1.2. Holding information sessions for interested providers at practice association meetings or conferences.
- 4.3.1.1.3. Providing orientation sessions for providers that are new to the Contractor's network.
- 4.3.1.1.4. Hosting forums for ongoing training regarding the ACC Program and services the Contractor offers.
- 4.3.1.1.5. Posting provider tools, trainings, informational material and the Contractor's contact details on the internet in easily accessible formats.
- 4.3.1.1.6. Developing standard communication intervals at which the Contractor will contact providers to maintain connection and lines of communication.
- 4.3.1.2. The Contractor shall distribute a network newsletter, on a quarterly basis, with tips and tools to promote continuous provider interest and involvement and includes, at a minimum:
  - 4.3.1.2.1. Policy changes.
  - 4.3.1.2.2. Upcoming training sessions.
  - 4.3.1.2.3. Articles supporting program design for PCMPs in the ACC Program.
- 4.3.1.3. The Contractor shall submit an Updated Communication Plan when there are any significant changes to the Communication plan for the Department's review and approval prior to implementation.
  - 4.3.1.3.1. DELIVERABLE: Updated Communication Plan.
  - 4.3.1.3.2. DUE: Thirty (30) days from the date of any significant change to the Communication Plan.
- 4.3.2. The Contractor shall create an expansion plan that will describe how it will expand its network to accommodate the increased Members enrolled during the Expansion Phase. The Contractor shall deliver this expansion plan to the Department within ninety (90) days of the Contract's Effective Date. The Department may direct changes to the plan if it believes the expansion plan is insufficient.
  - 4.3.2.1. DELIVERABLE: Expansion plan.
  - 4.3.2.2. DUE: Ninety (90) days from the Contract's Effective Date.
- 4.3.3. The Contractor shall critically review all requests from Members to add a specific provider or practice to its network and use this information to determine trends or service gaps in the Contractor's PCMP Network.
- 4.3.4. The Contractor shall conduct ongoing analysis of its network of PCMPs by anonymously contacting its PCMPs to assess provider response times, appointment availability, access to bi-lingual staff or translation services and after-hours coverage. The Contractor shall provide the results of this ongoing assessment to the Department upon the Department's request.

## **SECTION 5.0 PROVIDER SUPPORT**

### **5.1. ADMINISTRATIVE SUPPORT**

- 5.1.1. The Contractor shall make all of the providers in its network aware of Colorado Medicaid programs, policies and processes within one (1) month of executing a contract with a that provider.
- 5.1.1.1. This information shall include, but is not limited to, information regarding all of the following:
  - 5.1.1.1.1. Benefit packages and coverage policies.
  - 5.1.1.1.2. Prior authorization referral requirements.
  - 5.1.1.1.3. Claims and billing procedures.
  - 5.1.1.1.4. Eligibility and enrollment processes.
  - 5.1.1.1.5. Other operational components of service delivery.
- 5.1.1.2. This information shall be delivered to providers during direct contact at meetings, forums, training sessions or seminars, or through any method of mailing, as defined in 10 C.C.R. 2505-10 §8.050.
- 5.1.1.3. The Contractor shall submit all formal policy and procedure documents and plans for provider support to the Department for review. The Department may request changes to the formal policy and procedure documents or plans for direct contact, and the Contractor shall make the changes and deliver the updated documents or plans to the Department.
  - 5.1.1.3.1. DELIVERABLE: All information documents and direct provider contact plans.
  - 5.1.1.3.2. DUE: Ten (10) Business Days from the date the documents or plans are requested by the Department; and ten (10) Business Days from the request by the Department to make a change for updated documents.
- 5.1.2. The Contractor shall make informational and educational materials available to providers regarding the roles that the Department, the Contractor and other Department contractors and partners play in the Colorado Medicaid system. These other Department contractors and partners shall include, at a minimum all of the following:
  - 5.1.2.1. The Business Intelligence Data Management (BIDM) System.
  - 5.1.2.2. The Department's enrollment broker.
  - 5.1.2.3. The State's Medicaid fiscal agent.
  - 5.1.2.4. The Department's utilization management contractor.
  - 5.1.2.5. The Department's managed care ombudsman.
  - 5.1.2.6. The county departments of human and social services for the counties in the Contractor's Region.
  - 5.1.2.7. The Community-Centered Boards and Single Entry Point agencies.
- 5.1.3. The Contractor shall act as a liaison between the Department and its other contractors and partners and the providers. The Contractor shall assist providers in resolving barriers and problems related to the Colorado Medicaid systems, including, but not limited to all of the following:
  - 5.1.3.1. Issues relating to Medicaid provider enrollment.
  - 5.1.3.2. Prior authorization and referral issues.

- 5.1.3.3. Member eligibility and coverage policies.
- 5.1.3.4. PCMP designation problems.
- 5.1.3.5. PCMP Per Member Per Month (PMPM) payments.
- 5.1.4. Using the Department provided data on all ACC members, the contractor shall assist all ACC PCMPs, including those they are not contracted with, upon request, by providing information on the provider's ACC members and their member's RCCO assignments.

## **5.2. PRACTICE SUPPORT**

- 5.2.1. The Department will provide the Contractor materials relating to behavioral health and the BHOs. The Contractor shall distribute these materials to all of the PCMPs in the Contractor's PCMP Network. The Department will direct the Contractor on the method for distributing these materials.
- 5.2.2. The Contractor shall offer support to PCMPs and providers, which may include comprehensive guidance on practice redesign to providing assistance with practice redesign and performance-enhancing activities. As part of this support, the Contractor shall work with PCMPs to ensure readiness for the Primary Care Alternative Payment Methodology (APM).
- 5.2.3. The Contractor shall conduct a needs assessment for each PCMP in the Contractor's PCMP Network, and provide tools to each PCMP, as necessary based on the needs assessment, to increase the PCMP's readiness to become a more effective Medical Home for the Contractor's Members.
- 5.2.4. The Contractor shall provide tools to the PCMPs and providers that may include any of the following:
  - 5.2.4.1. Clinical Tools:
    - 5.2.4.1.1. Clinical care guidelines and best practices.
    - 5.2.4.1.2. Clinical screening tools, such as depression screening tools and substance use screening tools.
    - 5.2.4.1.3. Health and functioning questionnaires.
    - 5.2.4.1.4. Chronic care templates.
    - 5.2.4.1.5. Registries.
  - 5.2.4.2. Client Materials:
    - 5.2.4.2.1. Client reminders.
    - 5.2.4.2.2. Self-management tools.
    - 5.2.4.2.3. Educational materials about specific conditions.
    - 5.2.4.2.4. Client action plans.
    - 5.2.4.2.5. Behavioral health surveys and other self-screening tools.
  - 5.2.4.3. Operational Practice Support:
    - 5.2.4.3.1. Guidance and education on the principles of the Medical Home.
    - 5.2.4.3.2. Training on providing culturally competent care.
    - 5.2.4.3.3. Training to enhance the health care skills and knowledge of supporting staff.

- 5.2.4.3.4. Guidelines for motivational interviewing.
- 5.2.4.3.5. Tools and resources for phone call and appointment tracking.
- 5.2.4.3.6. Tools and resources for tracking labs, referrals and similar items.
- 5.2.4.3.7. Referral and transitions of care checklists.
- 5.2.4.3.8. Visit agendas or templates.
- 5.2.4.3.9. Standing pharmacy order templates.
- 5.2.4.4. Data, Reports and Other Resources:
  - 5.2.4.4.1. Expanded provider network directory.
  - 5.2.4.4.2. Comprehensive directory of community resources.
  - 5.2.4.4.3. Directory of other Department-sponsored resources, such as the managed care ombudsman and nurse advice line.
  - 5.2.4.4.4. Link from main ACC Program website to the Contractor's website of centrally located tools and resources.
- 5.2.5. Provider Support Accessibility
  - 5.2.5.1. The Contractor shall have an internet-accessible website that contains, at a minimum, all of the following:
    - 5.2.5.1.1. General information about the ACC Program, the Contractor entity, the Contractor's role and purpose and the principles of a Medical Home.
    - 5.2.5.1.2. A network directory listing providers and PCMPs with whom the Contractor has a contract, their contact information and provider characteristics such as gender, languages spoken, whether they are currently accepting new Medicaid clients and links to the provider's website if available.
    - 5.2.5.1.3. A provider page or section that contains a description of the support the Contractor offers to providers, an online library of available tools, screenings, clinical guidelines, practice improvement activities, templates, trainings and any other resources the Contractor has compiled.
    - 5.2.5.1.4. A listing of immediately available resources to guide providers and their Members to needed community-based services, such as child care, food assistance, services supporting elders, housing, utility assistance and other non-medical supports.
    - 5.2.5.1.5. A series of ongoing online discussion forums where providers, care managers, and Contractor staff can post questions and comments on topics of mutual interest.
    - 5.2.5.1.6. Links to the web sites of all participating PCMPs in the region who have a web site.
  - 5.2.5.2. The Contractor shall make health disparity and cultural competency training available to the provider network on at least an annual basis with training made available within sixty (60) days of the Go-Live date or large program expansions.
- 5.2.6. The Contractor shall have individuals, assigned to specific geographical areas selected by the Contractor, within the Contractor's Region, to be a Provider Relations Representative for the PCMPs and providers located within that geographical area. These Provider Relations Representatives shall:

- 5.2.6.1. Train all new PCMPs, and existing PCMPs as needed, on the ACC Program and its requirements.
- 5.2.6.2. Respond to PCMP requests and issues within two (2) business days from the request or the communication of the issue to the Contractor by the PCMP.
- 5.2.6.3. Assist PCMPs with all contracts and contract renewals necessary to participate in the ACC Program, regardless of whether these contracts are with the Contractor or the Department.
- 5.2.7. The Contractor shall provide an orientation training, which will provide information on the ACC Program and its requirements, policies and operational procedures, to all of its PCMPs, within three (3) months of the PCMPs agreement with the Contractor to become a PCMP.
- 5.2.8. The Contractor shall provide specific, on-site training to any PCMP on specific topic areas, upon request by the PCMP for such training.
- 5.2.9. The Contractor shall provide interpreter services at no cost for all interactions with Members or Clients when there is no bilingual or multilingual Member of the Contractor available who speaks a language understood by a Member.
- 5.2.9.1. The Contractor may provide interpreter services for any PCMP in the Contractor's Region or any other provider with whom the Contractor has an agreement that the provider needs to interact with Members.

### **5.3. DATA ANALYSIS AND REPORTS**

- 5.3.1. The Contractor shall provide reasonable network and care coordination data to the Department or to the BIDM at the Department's direction.
- 5.3.2. The Contractor shall access any reports, queries and searches it requires from the BIDM. The Contractor shall design any queries or searches it requires and interpret the results of the queries and searches it conducts.
  - 5.3.2.1. The Contractor shall share with the PCMPs, the BIDM and the Department any specific findings or important trends discovered through the Contractor's analysis of the available data and information.
- 5.3.3. The Contractor shall educate and inform the PCMPs and providers about the data reports and systems available to the providers and the practical uses of the available reports.
- 5.3.4. The Contractor shall take appropriate action, based on the results of its searches, queries and analyses, to improve performance, target efforts on areas of concern and apply the information to make changes and improve the health outcomes of its members.
  - 5.3.4.1. The Department may request that the Contractor report the results of any analysis it performs. At the Department's request, the Contractor shall report the results of the analyses it performed to the Department and what steps it intends to take based on those analyses, within ten (10) Business Days of the Department's request. The Department may request additional information, that the Contractor perform further analyses or that the Contractor modify any steps it intends to take at the Department's sole discretion.

## **SECTION 6.0 MEDICAL MANAGEMENT AND CARE COORDINATION**

### **6.1. REFERRAL PROCESS ASSISTANCE**

- 6.1.1. The Contractor shall ensure that all PCMPs with which it contracts are aware of and comply with the Department's referral requirements. These requirements include referring the PCMP's Members to specialty care, as appropriate, and ensuring that clinical referrals are completed between PCMPs and specialists/referred providers to facilitate optimal health care, care coordination, and information sharing.
- 6.1.1.1. The Contractor shall develop and maintain a written protocol for clinical referrals to facilitate care coordination and sharing of relevant Member information and deliver those protocols to the Department for review and approval.
- 6.1.1.1.1. DELIVERABLE: Clinical Referral Protocol.
- 6.1.1.1.2. DUE: No later than June 30, 2013.
- 6.1.1.2. The Department will review the Contractor's Clinical Referral Protocol and may direct changes. In the event that the Department directs changes, the Contractor shall make all changes to the Clinical Referral Protocol as directed by the Department.
- 6.1.1.2.1. DELIVERABLE: Updated Clinical Referral Protocol including all changes directed by the Department.
- 6.1.1.2.2. DUE: Within three (3) Business Days from the Department's request for a change, unless more time is granted by the Department.
- 6.1.1.3. The Contractor shall implement the Clinical Referral Protocol upon Department approval.
- 6.1.1.4. In the event that the Contractor desires to make a material change to its Clinical Referral Protocol, the Contractor shall deliver any updates to its Clinical Referral Protocol to the Department for review and approval.
- 6.1.1.5. The Contractor shall not implement any material change to the Clinical Referral Protocol or updated Clinical Referral Protocol prior to the Department's approval of that protocol.
- 6.1.1.6. The Contractors will work with providers and the Department to minimize administration burden on providers resulting from the Contractor's protocols.
- 6.1.2. The Contractor shall allow the PCMPs with which it contracts to refer Members to any specialists enrolled in Medicaid or any other Medicaid provider, including those not associated with the Contractor or another RCCO. The PCMP will not be required to provide a referral for any fee for service benefit.
- 6.1.3. After the clinical referral protocol described in section 6.1.1.3 is implemented, the Contractor shall ensure that the goal of improved communication and care coordination is met and that clinical referrals are occurring.
- 6.1.3.1. The Department may request and review data and supporting documentation from the Contractor to ensure compliance with this requirement. All such monitoring will be performed in a manner that will not unduly interfere with contract work.

**6.2. MEDICAL MANAGEMENT SUPPORT**

- 6.2.1. The Contractor shall use, and recommend to PCMPs, traditional and non-traditional medical management practices and tools to ensure optimal health outcomes and manage costs for the Department and the Contractor's Members. These practices and tools may include, but are not limited to, any of the following:
  - 6.2.1.1. Traditional methods:



- 6.2.1.1.1. Coordination with the Department’s utilization management contractor to detect inappropriate utilization of services.
- 6.2.1.1.2. Integrating disease management into the care of Members with multiple chronic conditions.
- 6.2.1.1.3. Catastrophic case management.
- 6.2.1.1.4. Coordination of medical services for Members with serious, life-changing, and possibly life-threatening, illnesses and injuries.
- 6.2.1.2. Innovative and proven or promising practices:
  - 6.2.1.2.1. Technologically enhanced communication, such as cell phone messages, email communication and text messaging.
  - 6.2.1.2.2. Providing PCMPs with tools and resources to support informed medical decision-making with Members.
  - 6.2.1.2.3. Alternate formats for delivering care.
  - 6.2.1.2.4. Methods for diversion to the most appropriate care setting.
- 6.2.1.3. The Guiding Care system or similar clinical tool
- 6.2.2. The Department may review the Contractor’s medical management practices and tools. In the event that the Department determines any practice or tool to be ineffective, inappropriate or otherwise unacceptable, the Contractor shall cease using or recommending that practice or tool immediately upon notification by the Department of its unacceptability.

**6.3. PROMOTION OF MEMBER EMPOWERMENT, HEALTHY LIFESTYLE CHOICES AND INFORMED DECISION MAKING**

- 6.3.1. The Contractor shall promote Member education and informed decision-making regarding healthy lifestyle choices, medical treatment and all aspects of the Member’s own health care. This education shall include an overview of the ACC Program and how to navigate services within the Colorado Medicaid program. The Contractor’s strategies may include, but are not limited to:
  - 6.3.1.1. A comprehensive approach to promoting healthy behavior that takes into consideration factors that affect healthy behavior, such as community and cultural practices and standards, daily work and life opportunities and limitations and Member awareness of how behavior affects health. This approach may include clinical, personal and community-based strategies, as appropriate.
  - 6.3.1.2. Motivational interviewing to create Member-centered, directive methods for increasing the member’s intrinsic motivation to change behavior.
  - 6.3.1.3. Use of member decision aids.
  - 6.3.1.4. Community health education, either provided by the Contractor or provided in partnership with the existing community of health educators, to help Members make lifestyle choices that lead to better health.
- 6.3.2. The Contractor shall create a comprehensive health education and wellness package for Members.

- 6.3.3. The Department may review the Contractor’s strategies for promoting Member education and informed decision-making. In the event that the Department determines any strategy to be ineffective, inappropriate or otherwise unacceptable, the Contractor shall cease using that strategy immediately upon notification by the Department of its unacceptability.

#### **6.4. CARE COORDINATION**

- 6.4.1. The Contractor shall provide care coordination for its Members, necessary for the Members to achieve their desired health outcomes in an efficient and responsible manner. The Contractor may allow the PCMPs, other Subcontractors or other sources to perform some or all of the care coordination activities, but the Contractor shall be responsible for the ultimate delivery of care coordination services.
- 6.4.1.1. In the event that the Contractor allows a PCMP or other Subcontractor to perform any care coordination activities, the agreement with that PCMP or other Subcontractor shall comply with all requirements of the Contract.
- 6.4.1.1.1. The Contractor shall take steps to evaluate each PCMP or other Subcontractor’s ability to perform the services that have been delegated to them by the Contractor.
- 6.4.1.1.2. The Contractor may not pay for an item or service—other than an emergency item or service, not including items or services furnished in an emergency room of a hospital—that:
- 6.4.1.1.2.1. Is furnished by an individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX of the Social Security Act (Act) or under this title pursuant to section 1128, 1128A, 1156, or 1842(j)(2),[203] of the Act.
- 6.4.1.1.2.2. Is furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX of the Act, or under this title pursuant to section 1128, 1128A, 1156, or 1842(j)(2) of the Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
- 6.4.1.1.2.3. Is furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.
- 6.4.1.1.2.4. Includes any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act of 1997.
- 6.4.1.1.2.5. Includes any amount expended for roads, bridges, stadiums, or any items or services that are not covered under the Medicaid State Plan.
- 6.4.1.1.2.6. Includes home health care services provided by an agency or organization, unless the agency provides the state with a surety bond as specified in Section 1861(o)(7) of the Act.
- 6.4.2. The Contractor shall deliver automated messages related to health education and promotion and schedule care management outreach appointments with Members through interactive voice recognition technology.

- 6.4.3. The Contractor shall assign an individual to be a Care Coordinator for each Member and make that Member aware of that assignment. If the Member has an existing case manager through another program, such as a community agency or behavioral health program, then the Contractor shall coordinate with that individual on how best to coordinate care through a single Care Coordinator instead of assigning an additional individual.
- 6.4.4. Regardless of its relationships or contracts with PCMPs or Subcontractors, the Contractor shall:
  - 6.4.4.1. Assess current care coordination services provided to its Members to determine if the providers involved in each Member's care are providing necessary care coordination services and which care coordination services are insufficient or are not provided.
  - 6.4.4.2. Provide all care coordination services that are not provided by another source.
  - 6.4.4.3. Work with providers who are responsible for the Member's care to develop a plan for regular communication with the person(s) who are responsible for the Member's care coordination.
  - 6.4.4.4. Reasonably ensure that all care coordination services, including those provided by other individuals or entities, meet the needs of the Member.
- 6.4.5. The Contractor shall develop a formal system of care coordination for its Members. This formal system shall have the following characteristics:
  - 6.4.5.1. Comprehensive Care Coordination characteristics include:
    - 6.4.5.1.1. Assessing the Member's health and health behavior risks and medical and non-medical needs, including determining if a care plan exists and creating a care plan if one does not exist and is needed.
      - 6.4.5.1.1.1. The care plan shall include a behavioral health component for those clients in need of behavioral health services.
    - 6.4.5.1.2. The ability to link Members both to medical services and to non-medical, community-based services, such as child care, food assistance, services supporting elders, housing, utilities assistance and other non-medical supports. This ability to link may range from being able to provide Members with the necessary contact information for the service to arranging the services and acting as a liaison between medical providers, non-medical providers and the Member.
      - 6.4.5.1.2.1. The Contractor shall create a library of community resources, the Colorado Access Resource Exchange, with resources for the Member's basic needs, special healthcare or psychological needs, childcare and family support services and wellness education and support.
    - 6.4.5.1.3. Providing assistance during care transitions from hospitals or other care institutions to home- or community-based settings or during other transitions, such as the transition from children's health services to adult health services or from hospital or home care to care in a nursing facility. This assistance shall promote continuity of care and prevent unnecessary re-hospitalizations and document and communicate necessary information about the Member to the providers, institutions and individuals involved in the transition.

- 6.4.5.1.4. Providing solutions to problems encountered by providers or Members in the provision or receipt of care.
- 6.4.5.1.4.1. The Contractor shall use its existing grievance process to document all problems presented by Members in the provision or receipt of care and the solutions given to the Member. The Contractor shall also document problems presented by providers in the provision of care and the solutions provided to the provider. The Department may review any of the documented solutions and, should the Department determine the solution to be insufficient or otherwise unacceptable, may direct the Contractor to find a different solution or follow a specific course of action.
- 6.4.5.1.5. Informing the Members of the Department's Medicaid ombudsman to assist the Member in resolving health care issues and filing grievances.
- 6.4.5.1.6. Following up with Members to assess whether the Member has received needed services and if the Member is on track to reach their desired health outcomes.
- 6.4.5.2. Client/Family Centered characteristics include:
  - 6.4.5.2.1. Ensuring that Members, and their families if applicable, are active participants in the Member's care, to the extent that they are able and willing.
  - 6.4.5.2.2. Providing care and care coordination activities that are linguistically appropriate to the Member and are consistent with the Member's cultural beliefs and values.
  - 6.4.5.2.3. Providing care coordination that is responsive to the needs of special populations, including, but not limited to:
    - 6.4.5.2.3.1. The physically or developmentally disabled.
    - 6.4.5.2.3.2. Children and foster children.
    - 6.4.5.2.3.3. Adults and the aged.
    - 6.4.5.2.3.4. Non-English speakers.
    - 6.4.5.2.3.5. All expansion populations, as defined in Colorado House Bill 09-1293, the Colorado Health Care Affordability Act.
    - 6.4.5.2.3.6. Members in need of assistance with medical transitions.
    - 6.4.5.2.3.7. Members with complex behavioral or physical health needs.
    - 6.4.5.2.3.8. Members with HIV: In order to serve this population, the Contractor shall coordinate with the STD/HIV section of the Colorado Department of Public Health and Environment, which administers the Ryan White-funded program.
  - 6.4.5.2.4. Providing care coordination that aims to keep Members out of a medical facility or institutional setting and provide care in the Member's community or home to the greatest extent possible. The Contractor shall ensure that all care coordination activities comply with the Supreme Court decision in *Olmstead v. L. C.* (527 U.S. 581 (1999)).
  - 6.4.5.2.5. The Contractor shall offer any necessary care coordination for Members who receive coverage under the Alternative Benefits Plan (ABP).

- 6.4.5.2.6. For Members who have been released from the DOC or county jail system, the Contractor shall coordinate with the DOC, counties, and the Members' BHO to ensure continuity of medical, behavioral, and pharmaceutical services.
- 6.4.5.3. Integrated Care Coordination characteristics include:
  - 6.4.5.3.1. Ensuring that physical, behavioral, long-term care, social and other services are continuous and comprehensive and the service providers communicate with one another in order to effectively coordinate care.
  - 6.4.5.3.2. Providing services that are not duplicative of other services and that are mutually reinforcing.
  - 6.4.5.3.3. Implementing strategies to integrate member care such as:
    - 6.4.5.3.3.1. Developing a knowledge base of care providers, case management agencies and available services, both within the Contractor's network and the Members' communities.
    - 6.4.5.3.3.2. Becoming familiar with the Department's initiatives and programs.
    - 6.4.5.3.3.3. Knowing the eligibility criteria and contact points for community-based service available to the Member's in the Contractor's Region, subject to the Department's direction.
    - 6.4.5.3.3.4. Identifying and addressing barriers to health in the in the Contractor's region, such as member transportation issues or medication management challenges.
- 6.4.6. The Contractor shall create a Personal Health Record for Members in its Region to help facilitate communication and ensure continuity of care across providers and settings.
- 6.4.7. The Contractor shall institute a Transition Access Program (TAP) to assist with care transitions and provide care coordination.
  - 6.4.7.1. The TAP shall include a specific model for Members who are admitted for behavioral health reasons.
  - 6.4.7.2. The TAP shall coordinate with the Member's care managers and support community recovery by providing or coordinating the following activities:
    - 6.4.7.2.1. Helping the Member or family access needed community resources via provider Web portal, email, fax, or phone.
    - 6.4.7.2.2. Managing non-hospital transitions through home visits by a care manager or health care provider with an appropriate level of expertise or oversight, who will assess and arrange to address the Member's medication, living skills, and behavioral needs.
    - 6.4.7.2.3. Arranging for a visit from the Contractor's mobile physician network, which will supplement other home-based care through assessment, referrals, and/or ongoing treatment, as required.
    - 6.4.7.2.4. Providing ongoing care coordination for specific conditions that require active transition management to prevent relapse, for example, alcohol withdrawal, tobacco cessation, and weight management.
- 6.4.8. The Contractor shall provide its PCMPs and Members with specialized assessment tools, consultation, training and coordination to specifically address the needs of individuals with substance abuse related diagnoses.

- 6.4.9. The Contractor shall provide special assistance in the transitions of Members with behavioral and developmental disabilities by providing, at a minimum, the following activities:
  - 6.4.9.1. Calling the provider or entity to which the Member was referred to inform them of the Member's referral.
  - 6.4.9.2. Assisting the Member in making any appointments with the entity to which the Member was referred.
  - 6.4.9.3. Assisting the member with getting to any appointments in a timely manner.
- 6.4.10. The Contractor shall offer supports for the Contractor's care coordination staff and the care coordination staff of any PCMPs or Subcontractors to whom the Contractor has delegated care coordination responsibilities. These supports shall include, at a minimum:
  - 6.4.10.1. Identification and education of care management best practices.
  - 6.4.10.2. Ongoing training.
  - 6.4.10.3. Access to technical assistance through the Contractor's multi-disciplinary care management leadership team.
- 6.4.11. The Contractor shall ensure coordination between behavioral health and physical health providers.
- 6.4.12. The Contractor shall document its formal system of care coordination and deliver this documentation to the Department within sixty (60) days of the Contract's Effective Date.
  - 6.4.12.1. DELIVERABLE: Documented formal system of care coordination.
  - 6.4.12.2. DUE: Sixty (60) days from the Contract's Effective Date.
- 6.4.13. The Contractor shall provide the Department with an updated documentation of its formal system of care coordination whenever it makes any significant change to its system, when a series of minor changes have combined into a significant change from the prior system or upon the Department's request. The Contractor shall deliver this documentation to the Department within sixty (60) days of the change has occurred or from any request by the Department for updated documentation.
  - 6.4.13.1. DELIVERABLE: Updated documentation of formal system of care coordination.
  - 6.4.13.2. DUE: Sixty (60) days from the change or from the Department's request.
- 6.4.14. The Department may review the Contractor's formal system of care coordination at any time. The Department may direct changes in the Contractor's system of care coordination in the event that it determines any aspect of the system to be insufficient, inappropriate or otherwise unacceptable, for any reason. The Contractor shall immediately implement any changes directed by the Department and update its documentation of its formal system of care coordination accordingly.
- 6.4.15. The Contractor shall provide the Department with a report outlining its care coordination activities. The Contractor shall submit the report using a template that has been mutually agreed upon by the Contractor and the Department. The report shall describe the Contractor's approach to care coordination and stratification of Members within their region and shall contain, at a minimum, narrative and statistics that address the following:
  - 6.4.15.1. Direct care coordination activities of the contractor:

- 6.4.15.1.1. The number of unique Members for whom care coordination services were provided by the Contractor during the reporting period.
- 6.4.15.1.2. The number of FTE, including level of licensure, the Contractor has dedicated and applied to care coordination.
- 6.4.15.1.3. The number of new care coordination cases initiated by the Contractor within the reporting period, reported separately for each of the following groups to the extent that each group is identifiable via claims history:
  - 6.4.15.1.3.1. Adult members.
  - 6.4.15.1.3.2. Children.
  - 6.4.15.1.3.3. Foster children.
  - 6.4.15.1.3.4. Criminal justice involved (CJI) members.
- 6.4.15.1.4. The number of established and on-going care coordination cases that were on file with the Contractor during the reporting period.
- 6.4.15.2. Delegated care coordination activities:
  - 6.4.15.2.1. The number of entities to whom the Contractor has delegated care coordination responsibilities, including the number of FTE and level of licensure the delegated care coordination entity has dedicated and applied to care coordination.
  - 6.4.15.2.2. The number of unique Members for whom care coordination services were provided by a delegated entity during the reporting period.
  - 6.4.15.2.3. The number of FTE, including level of licensure, the delegated entities have dedicated and applied to care coordination.
  - 6.4.15.2.4. The number of new care coordination cases initiated by delegated entities within the reporting period, reported separately for each of the following groups to the extent that each group is identifiable via claims history:
    - 6.4.15.2.4.1. Adult members.
    - 6.4.15.2.4.2. Children.
    - 6.4.15.2.4.3. Foster children.
    - 6.4.15.2.4.4. Criminal justice involved (CJI) members.
  - 6.4.15.2.5. The number of established and on-going care coordination cases that were on file with delegated entities during the reporting period.
- 6.4.15.3. DELIVERABLE: Care Coordination Report
- 6.4.15.4. DUE: Semi-annually on November 1, reporting for the period of April 1 through September 30; and May 1, reporting for the period of October 1 through March 30; except that the deliverable due November 1, 2014 will be for the reporting period of July 1, 2014 through September 30, 2014.
- 6.4.16. The Contractor shall be responsible for all care coordination services required under this section 6.4 of this contract regardless of whether or not the Member is attributed to a PCMP.

**6.5. PCMP CO-PAYMENT VOUCHERS**

- 6.5.1. The Contractor may propose a co-payment voucher plan (plan) to the Department to issue vouchers for primary care visits to Members attributed to the Contractor. The goal(s) of the plan may include, but are not limited to:
  - 6.5.1.1. Reducing the inappropriate utilization of emergency rooms.
  - 6.5.1.2. Reinforcing utilization of primary care and preventative care.
  - 6.5.1.3. Encouraging member connection to a medical home.
  - 6.5.1.4. Supporting members upon determination of financial need.
  - 6.5.1.5. Other goal(s), as proposed in the plan, if approved by the Department.
- 6.5.2. The Contractor shall submit a plan proposal to the Department for approval. The plan shall contain the following elements:
  - 6.5.2.1. A description of the plan, including plan goals, timeline for implementation, process for evaluating effectiveness of the plan and all of the following:
    - 6.5.2.1.1. The approximate number of PCMP co-payment vouchers to be issued on a per-month or annual basis.
    - 6.5.2.1.2. The criteria by which Members will be selected to receive PCMP co-payment vouchers.
    - 6.5.2.1.3. The format of the PCMP co-payment voucher and the method by which the voucher will be distributed to Members.
    - 6.5.2.1.4. The process whereby PCMPs will be reimbursed or compensated for the full amount of cost sharing waived.
    - 6.5.2.1.5. The process whereby the Contractor will resolve complaints that arise from Members not receiving co-pay vouchers, or complaints from ACC non-contracted Providers unable to accept vouchers.
    - 6.5.2.1.6. The process for tracking the number of vouchers used by Members and where the vouchers are redeemed.
    - 6.5.2.1.7. An attestation that PCMPs and the Contractor have agreed to the manner and frequency of reimbursement.
- 6.5.3. In the event of a plan's approval, the Contractor shall pay for a Member's portion of primary care cost-sharing whenever a voucher is redeemed at a contracted PCMP. The Department shall not be liable for the Member's portion of cost-sharing.
- 6.5.4. To preserve Member choice, primary care co-payment vouchers or coupons must be redeemable at any ACC-contracted PCMP and must contain language to that effect. Irrespective of other arrangements with non-contracted primary care providers, the language printed on, or transmitted with, the voucher shall indicate that the voucher may only be used at a contracted PCMP.
- 6.5.5. The Contractor shall not specify a particular PCMP at which the voucher must be used. Language printed on, or transmitted with, the voucher or coupon shall not specify a particular PCMP by name.

## **SECTION 7.0 ACCOUNTABILITY**



## **7.1. INITIAL PHASE PERFORMANCE METRICS**

- 7.1.1. The Department shall calculate the regional baseline costs and utilization measures and make the baseline costs, calculation methodologies and utilization measures available to the Contractor in a reasonable timeframe. The Department shall calculate future cost and utilization measures using the same methodology as the baseline costs and utilization measures, and shall use these future costs and utilization costs to measure the Contractor's performance.
- 7.1.2. The Department shall only authorize the Contractor to enter the Expansion Phase if the future cost measurements show an aggregate reduction in costs for the Contractor's Region that meets the Department's budget goals. The Department shall determine whether any cost reduction meets the Department's budget goals in its sole discretion. The Department shall make reasonable efforts to provide the Contractor with cost reduction objectives so that the Contractor and its partners can align their efforts with the Department's program goals.
- 7.1.3. The Department shall measure the Contractor on the metrics contained in the Performance Target Table, as described in the following section on Expansion Phase Performance Metrics, during the Initial Phase. The Department shall make these measurements in order to create appropriate baselines and evaluate the Contractor's performance during the Initial Phase. The Department shall not pay the Contractor any incentive or other payment for meeting or exceeding any performance target before July 1, 2012.
  - 7.1.3.1. The performance targets used to measure performance during the Initial Phase shall be the same as those used during the first year of the Expansion Phase.
  - 7.1.3.2. The Department shall provide the Contractor monthly data on each performance target during the incentive payment pilot program. The data used by the Department to calculate the estimated incentive payment the Contractor would receive if the program was operational shall be based on the most recent ninety (90) day period for which complete data is available.

## **7.2. EXPANSION PHASE PERFORMANCE METRICS**

- 7.2.1. Once the Contractor has entered the Expansion Phase, the Department shall begin enrolling additional Members into the Contractor's plan at the Department's discretion. The Department may enroll any eligible Client within the Contractor's Region into the Contractor's plan, and the Contractor shall accept all new Members enrolled by the Department.

- 7.2.2. The Department will use three performance targets to measure the Contractor during the first year of the Expansion Phase. The three performance targets will be Emergency Room Visits per 1,000 Full Time Enrollees (FTEs), Hospital Readmissions per 1,000 FTEs, and Outpatient Service Utilization of MRIs and CT Scans per 1,000 FTEs. The Department will use four performance targets to measure the Contractor during the second year of the Expansion Phase. The performance targets will be the three existing targets and Well Child Visits (EPSDT Screens) as defined by CMS 416 standards. After the second year of the Expansion Phase, the Department may adjust performance targets to align with goals of the program. The performance target measures and goals will be the same as those described in Section 11.2, Pay for Performance Program. The baseline for all performance targets listed in the table at Section 11.2.4., Key Performance Indicator Payment Table, shall be calculated based on the most recently available twelve (12) month period by the Department utilizing methodology that is fully disclosed to the Contractor in advance, with opportunity for consideration of comments submitted by the Contractor prior to finalization of the methodology by the Department.
- 7.2.3. The Department shall not include Members who are eligible for both Medicare and Medicaid in the incentive performance payment calculations, because the Department does not have completed Medicare data to calculate the measures. The incentive payments for Medicare and Medicaid clients not eligible for the Medicare-Medicaid Program (MMP) shall be paid out based on the Contractor's performance for all other FTEs. MMP clients are not included in the performance calculations or the incentive payment calculations, because the demonstration has its own incentive program as part of the demonstration.
- 7.2.4. During the second year of the Expansion phase and every subsequent year, the Department shall consult with the Contractor to determine the measurement areas and performance targets for the Contractor based on the Department's priorities, goals, objectives and initiatives. The Department shall amend this Contract to establish the new measurement areas and performance targets.

### **7.3. PERFORMANCE IMPROVEMENT**

- 7.3.1. The Contractor shall submit an annual quality report and quality improvement plan to the Department for approval. The report shall include:
- 7.3.1.1. A description of the techniques used by the Contractor to improve its performance, effectiveness and quality outcomes. This report shall describe the qualitative and quantitative impact the techniques had on quality and the overall impact and effectiveness of the quality assessment and improvement program.
- 7.3.1.2. A description of past quality assessments and performance improvement activities targeted at creating substantial improvements in the quality and results for the next year.
- 7.3.1.3. Findings and opportunities for improvement identified in studies, performance outcomes measurements, Member satisfaction surveys and other monitoring quality activities.
- 7.3.1.4. A description of annual activities related to practice support plans. These practice support activities shall be directed at a majority of the PCMPs in the Contractor's Region and may range from disseminating practice support resources to its PCMP network to conducting formal training classes for PCMPs. Any data used to drive practice support plans shall be included.

- 7.3.2. The Contractor shall deliver the Quality Report and Quality Improvement Plan updates to the Department on an annual basis by October 1<sup>st</sup> of that year.
- 7.3.2.1. DELIVERABLE: Initial Quality Report and Quality Improvement Plan; Annual Quality Report and Quality Improvement Plan update.
- 7.3.2.2. DUE: The Initial Quality Report and Quality Improvement Plan is due by October 1, 2011; the Quality Report and Quality Improvement Plan Update is due annually, by October 1<sup>st</sup> of the year.
- 7.3.3. The Contractor shall include all relevant and available data, including those provided by the Department, the BIDM, claims data, prior authorization systems, registry data and data available through national collection initiatives, in any analysis, goal setting or the formulation of any strategy or plan.
- 7.3.4. The Department may review the Contractor's Quality Report and Quality Improvement Plan at any time. The Department may direct reasonable changes in the Contractor's Quality Report and Quality Improvement Plan in the event that it determines any aspect of the plan to be insufficient, inappropriate or otherwise unacceptable, for any reason. The Contractor shall immediately implement any reasonable changes directed by the Department and update its Quality Report and Quality Improvement Plan accordingly.
- 7.3.5. Performance Improvement Projects
- 7.3.5.1. The Contractor shall conduct Performance Improvement Projects that are designed to achieve, through ongoing measurements and intervention, significant improvement, sustained over time, in clinical care and nonclinical care areas that are expected to have a favorable effect on health outcomes and member satisfaction.
- 7.3.5.2. The Contractor shall conduct Performance Improvement Projects on topics selected by the Centers for Medicare and Medicaid Services (CMS) when directed by the Department.
- 7.3.5.3. The Contractor shall report the status and results of each Performance Improvement Project in the Annual Quality Report and when requested by the Department. The results of each Performance Improvement Project shall be submitted in sufficient detail to allow the Department's external quality review organization to validate the projects by CMS standards.
- 7.3.5.4. The Contractor shall participate in an annual Performance Improvement Learning Collaborative facilitated by the Department.
- 7.3.5.5. The Contractor shall complete Performance Improvement Projects in a reasonable time period in order to facilitate the integration of project findings and information into the quality assessment and improvement program and to produce new information on quality of care each year.

#### **7.4. FEEDBACK AND INNOVATION**

- 7.4.1. The Contractor shall create a Performance Improvement Advisory Committee to provide input into the Contractor's implementation of the ACC Program and the Contractor's own performance improvement program. The Performance Improvement Advisory Committee shall:
- 7.4.1.1. Be directed and chaired by one of Contractor's Key Personnel.

- 7.4.1.2. Have a formal, documented membership and governance structure.
- 7.4.1.3. Have a diverse membership, representative of the Contractor's Region, which includes members representing at least the following:
  - 7.4.1.3.1. Members.
  - 7.4.1.3.2. Member's families.
  - 7.4.1.3.3. Advocacy groups and organizations.
  - 7.4.1.3.4. The PCMP network.
  - 7.4.1.3.5. Other Medicaid providers.
  - 7.4.1.3.6. The Behavioral Health community.
  - 7.4.1.3.7. Charitable, faith-based or service organizations within the community.
- 7.4.1.4. Hold regularly scheduled meetings, no less often than on a quarterly basis.
- 7.4.1.5. Open all scheduled meetings to the public.
- 7.4.1.6. Post the minutes of each meeting on the Contractor's website within ten (10) Business Days of each meeting.
  - 7.4.1.6.1. DELIVERABLE: Posted meeting minutes, meeting information for upcoming meetings, and the name and direct phone number of a contact person on the Contractor's website.
  - 7.4.1.6.2. DUE: Ten (10) Business Days from the date of the meeting.
- 7.4.2. The ACC Program Improvement Advisory Committee
  - 7.4.2.1. The Contractor shall provide one person to participate in the Department's ACC Program Improvement Advisory Committee. This individual shall be the Contractor's appointee to the ACC Program Improvement Advisory Committee.
  - 7.4.2.2. The Contractor shall select two individuals who are not employed by the Contractor to serve as members of the ACC Program Improvement Advisory Committee. These individuals will represent the Contractor's region at the state-level stakeholder committee.
  - 7.4.2.3. The Contractor shall provide one person to participate in each of the Subcommittees of the ACC Program Improvement Advisory Committee.
- 7.4.3. The Contractor's representative on each of the committees described in this section may serve on any number of committees, as time permits. If conflicting meetings, other obligations or any other event does not permit the Contractor's representative from attending a meeting, the Contractor shall provide an alternate representative to attend the meeting that the regular representative could not attend. The Contractor's representative shall attend all meetings in person, unless granted prior approval to attend through telephone, video conference or other means by the Department.

- 7.4.4. The Department may request the Contractor provide a replacement representative, for any of the committees in this section, from the Contractor in the event that the Department determines, in its sole discretion, that the existing representative is unacceptable or if the representative shows a pattern of being disruptive during meetings, being tardy to regularly scheduled meetings or failing to attend regularly scheduled meetings. In the event that the Department requests a replacement representative, the Contractor shall provide the replacement representative by the next regularly scheduled meeting of that committee.
- 7.4.5. The Contractor shall develop a Local Advisory Council, which shall include community agencies, advocacy groups, providers, Members, Member's families and other stakeholders.

## **SECTION 8.0 PROGRAM REPORTING**

### **8.1. ADMINISTRATIVE REPORTING**

#### **8.1.1. Network Report**

8.1.1.1. The Network Report shall contain:

8.1.1.1.1. A listing of the total number of providers by type of provider and by county, including, but not limited to, PCMPs, specialists and hospitals.

8.1.1.1.2. The number of providers who are accepting new Clients.

8.1.1.1.3. A description of how the Contractor's network of providers and other community resources meet the needs of the Member population in the Contractor's Region, specifically including a description of how Members in special populations, as described in section 4.1.6, are able to access care.

8.1.1.1.4. Action plans to address any network deficiencies.

8.1.1.2. In addition to the requirements for all network reports, the report submitted at the beginning of the Department's fiscal year shall include a summary of the challenges and opportunities for improving the Contractor's network, the existing unmet needs within the Contractor's network and the Contractor's strategy for meeting those needs.

8.1.1.3. The Contractor shall submit the network report on a semi-annual basis.

8.1.1.3.1. DELIVERABLE: Network Report.

8.1.1.3.2. DUE: Semi-annually, by January 31<sup>st</sup> and July 31<sup>st</sup> of each year.

8.1.1.4. The Department may request interim Network Reports, containing the same information normally contained in a semi-annual Network Report, from the Contractor at any time other than a semi-annual reporting period.

8.1.1.4.1. DELIVERABLE: Interim Network Report.

8.1.1.4.2. DUE: within ten (10) Business Days after the Department's request for the interim Network Report.

#### **8.1.2. Program Integrity Report**

8.1.2.1. The Contractor shall report to the Department any suspicion or knowledge of fraud or abuse, including, but not limited to, false or fraudulent filings of claims and the acceptance of or failure to return any monies allowed or paid on claims known to be fraudulent.

- 8.1.2.2. The Contractor shall report any suspicion or knowledge of fraud or abuse to the Department immediately upon receipt of the information causing suspicion or knowledge of the fraud or abuse.
- 8.1.2.3. The Contractor shall prepare a written program integrity report detailing the specific background information of any reported fraud or abuse, the name of the provider and a description of how the Contractor became aware of the information that led to the report. The Contractor shall deliver this Program Integrity Report to the Department within ten (10) Business Days from when it reported the fraud or abuse to the Department.
  - 8.1.2.3.1. DELIVERABLE: Program Integrity Report.
  - 8.1.2.3.2. DUE: Ten (10) Business Days from the initial report of the fraud or abuse.
- 8.1.2.4. The Contractor shall report any possible instances of a Member's fraud, such as document falsification, to the department of human or social services in the county in which the Member resides, immediately upon gaining information leading to knowledge of the fraud or suspicion of fraud. The Contractor shall deliver a written report of the possible instances of the Member's fraud detailing the specific background information of the reported fraud, the name of the Member and a description of how the Contractor became aware of the information that led to the report. The Contractor shall deliver this Member Fraud Report to the county department to which it made its initial report within ten (10) Business Days from when it reported the fraud to the county department.
  - 8.1.2.4.1. DELIVERABLE: Member Fraud Report.
  - 8.1.2.4.2. DUE: Ten (10) Business Days from the initial report of the fraud or abuse.

## **8.2. PERFORMANCE REPORTS**

- 8.2.1. Behavioral Health Integration Report
  - 8.2.1.1. The Contractor shall submit to the Department a report that includes an environmental scan of current practices, challenges, and new strategies for integration of behavioral and physical health care for all covered populations. The Contractor shall collaborate with the BHOs in its region to create the report.
    - 8.2.1.1.1. DELIVERABLE: Behavioral Health Integration Report.
    - 8.2.1.1.2. DUE: July 1, 2013.
- 8.2.2. Integrated Care Report
  - 8.2.2.1. The Contractor shall submit a semi-annual Integrated Care Report describing all of the following:
    - 8.2.2.1.1. Integrated care efforts and continuing challenges.
    - 8.2.2.1.2. Updates on strategies identified in the Behavioral Health Integration Report
    - 8.2.2.1.3. DELIVERABLE: Integrated Care Report.
    - 8.2.2.1.4. DUE: Semi-annually, by January 31<sup>st</sup> and July 31<sup>st</sup> of each year.
- 8.2.3. Member Outreach and Stakeholder Feedback Report
  - 8.2.3.1. The Member Outreach and Stakeholder Feedback Report shall contain:

- 8.2.3.1.1. A summary of the feedback received from Members and other stakeholders, through any advisory committee or through any other means.
- 8.2.3.1.2. A description of trends and themes in the feedback received.
- 8.2.3.1.3. A description of overarching issues to address or system-wide problems that must be solved and a proposal to address these issues or solve the problems.
- 8.2.3.1.4. A summary of the feedback and complaints from Members, providers and the community at large and any advice or views expressed by the Contractor's Performance Improvement Advisory Committee.
- 8.2.3.1.5. The results of the prior quarter's attempts to contact Members as described in section 3.1.1.3.2, including the success rate of connecting Members without a PCMP to a PCMP.
- 8.2.3.1.6. The Contractor's plan for contacting Members without a PCMP during the following quarter.
- 8.2.3.1.7. The results of the prior quarter's outreach to all Members, as described in section 3.2.6.
- 8.2.3.2. The Contractor shall provide the Member Outreach and Stakeholder Feedback Report, to the Department, on a semi-annual basis, within thirty (30) days from the end of the period that the report covers.
- 8.2.3.3. The Stakeholder feedback report may contain information that is not reflected in the Contractor's regular grievance process and the information contained in such a report is not indicative of a weakness or limitation of the Contractor or the Contractor's systems.
  - 8.2.3.3.1. DELIVERABLE: Member Outreach and Stakeholder Feedback Report.
  - 8.2.3.3.2. DUE: Semi-annually, by April 30<sup>th</sup> and October 31<sup>st</sup> of each year.
- 8.2.4. Financial Reporting
  - 8.2.4.1. The Contractor shall submit a quarterly financial report to the Department using a template that has been mutually agreed upon by the Contractor and the Department. The report shall contain a detailed accounting of the total PMPM revenue received during the quarter and how PMPM payments were spent, including but not limited to, the following information:
    - 8.2.4.1.1. The percentage of PMPM payments spent during the reporting period to support the following categories of work:
      - 8.2.4.1.1.1. Care coordination.
      - 8.2.4.1.1.2. Practice support.
      - 8.2.4.1.1.3. Administration.
      - 8.2.4.1.1.4. Network development.
      - 8.2.4.1.1.5. The categories listed above may be expanded as a result of the process of developing the reporting template.
    - 8.2.4.1.2. A breakdown of how the PMPM payments were spent for each category of work

- 8.2.4.1.3. An explanation of the breakdown for how the dollars were spent in each category of work.
- 8.2.4.2. DELIVERABLE: RCCO Quarterly Financial Report.
- 8.2.4.3. DUE: No later than forty-five (45) days from the end of the state fiscal quarter that the report covers.

### **8.3. REPORT VERIFICATION**

- 8.3.1. The Department may, in its sole discretion, verify any information the Contractor reports to the Department for any reason. The Department may use any appropriate, efficient or necessary method for verifying this information including, but not limited to:
  - 8.3.1.1. Fact-checking.
  - 8.3.1.2. Auditing reported data.
  - 8.3.1.3. Requesting additional information.
  - 8.3.1.4. Performing site visits.
- 8.3.2. In the event that the Department determines that there are errors or omissions in any reported information, the Contractor shall produce an updated report, which corrects all errors and includes all omitted data or information, and submit the updated report to the Department within ten (10) Business Days from the Department's request for the updated report.
  - 8.3.2.1. DELIVERABLE: Updated reports.
  - 8.3.2.2. DUE: Ten (10) Business Days from the Department's request for an updated or corrected report.

### **8.4. REPORT FORMATS OR TEMPLATES**

- 8.4.1. The Contractor shall provide all reports in a format or template directed by the Department. The Department will develop the templates with input from the Contractor. The Contractor shall ensure that all reports comply with the specific guidance provided by the Department related to that report. With Department permission, the Contractor may include information required by this Contract in reports and deliverables the Department requires per the terms of other contracts.

## **SECTION 9.0 COLORADO OPPORTUNITY FRAMEWORK**

### **9.1. COLORADO OPPORTUNITY FRAMEWORK**

- 9.1.1. The Colorado Opportunity framework is a life stage, indicator-based framework to develop a health care delivery system that incorporates key social determinants of health. The Department has been working on a cross agency collaborative that coordinates and aligns the interventions of government, private, non-profit and community partners through the Colorado Opportunity framework
- 9.1.2. The Contractor shall:
  - 9.1.2.1. Identify a primary point of contact and notify the Department of that individual.
  - 9.1.2.2. Ensure the primary point of contact and additional staff as appropriate attend monthly meetings with the Department to discuss the Contractor's work based on the Colorado Opportunity framework.



- 9.1.2.3. Continue to implement and demonstrate proficiency in the Colorado Opportunity framework as it relates to the integration of social determinants of health and evidence-based programs.
- 9.1.2.4. Utilize findings from the previous two years to inform future goals and strategic direction of the Colorado Opportunity framework tool.
- 9.1.2.5. Create and implement an Implementation Strategy Work Plan that builds on the findings of the previous two years. The Work Plan shall continue to support the goals and mission of the Colorado Opportunity framework, and shall include the continuation of Community Projects and new efforts.
- 9.1.2.6. Participate in Department and community level meetings and planning sessions surrounding social determinants of health and the Colorado Opportunity framework implementation.
- 9.1.2.7. Continue to collaborate and educate local partners on the Colorado Opportunity framework as requested, to engage new connections and create innovative strategies for implementation.
- 9.1.2.8. Establish proficiency in the metrics and target populations of all life stages of the Colorado Opportunity framework.
- 9.1.2.9. Continue to work with the Department to identify and implement existing evidence-based interventions that improve population health metrics in all life stages.
- 9.1.2.10. Continue to identify and align initiatives that support integration of social determinants of health based on the Colorado Opportunity framework at the community level.
- 9.1.2.11. Establish partnerships to provide education and guidance to community partners regarding the social determinants of health and the Colorado Opportunity framework.
- 9.1.2.12. Incorporate work based on the Colorado Opportunity framework into the transition plan as described in Section 13.0.
- 9.1.2.13. Support area providers participating in the Colorado Learning Collaborative with Johns Hopkins University School of Public Health beginning Summer 2017.
- 9.1.2.13.1. Inform and lead community partners and ACC members regarding social determinants of health and population health trends.
- 9.1.2.14. Submit a quarterly report in the agreed upon format that updates the status of the Contractor's regional work around social determinants of health and the Colorado Opportunity framework, including the metrics developed for the evaluation of the Community Projects if applicable.
- 9.1.3. DELIVERABLE: Quarterly report with updated Community Project evaluation metrics.
- 9.1.4. DUE: 45 days after the end of the Quarter.
- 9.1.5. DELIVERABLE: Implementation Strategy Work Plan to detail 2017-2018 RCCO Colorado Opportunity framework implementation strategy.
- 9.1.6. DUE: August 1, 2017.

## **SECTION 10.0 LOCAL PUBLIC HEALTH AGENCY COLLABORATION**

## **10.1. GENERAL APPROACH TO COLLABORATION WITH LOCAL PUBLIC HEALTH AGENCIES**

10.1.1. The Contractor shall collaborate with the Department, the Colorado Department of Public Health and Environment (CDPHE), and Local Public Health Agencies (LPHAs) to: design opportunities for integration of local public health activities into the ACC program; identify any specific target areas; and support Department work to receive federal authority (as necessary). The Contractor shall commit to negotiate in good faith any contract amendments necessary to implement the integration of public health into the ACC Program.

## **10.2. SPECIFIC LPHA COLLABORATION PROJECTS**

10.2.1. The Contractor may enter into a collaboration with an LPHA that is funded through joint state and federal Medicaid funds contracted from CDPHE to the LPHA. The Contractor shall receive prior approval from the Department to pursue this specific collaboration. The Contractor shall submit a separate approval for each LPHA with whom it is pursuing a specific collaboration activity.

10.2.1.1. To receive prior approval, the Contractor shall submit the following information in writing to the Department:

10.2.1.1.1. The program design of the collaboration.

10.2.1.1.2. The roles and meaningful contributions of the Contractor and of the LPHA in the collaboration.

10.2.1.1.3. The goals of the collaboration.

10.2.1.1.4. The outline of an evaluation strategy of the collaboration.

10.2.1.1.4.1. DELIVERABLE: Intent to Participate in Collaboration Memo.

10.2.1.1.4.2. DUE: Prior to the Contractor executing agreement with LPHA.

10.2.1.2. The parameters of the collaboration are that:

10.2.1.2.1. The joint state-federal funds paid to the LPHA may only be used for ACC members.

10.2.1.2.2. Eligible categories of collaboration may only include disease prevention, education and control; and/or population health promotion.

10.2.1.3. The Contractor and LPHA must execute a contract or a memorandum of understanding. This agreement between the Contractor and LPHA shall:

10.2.1.3.1. Identify the tasks to be carried out, by both the Contractor and the LPHA for the collaboration.

10.2.1.3.2. Identify which eligible category(s) of collaboration are being addressed by the program.

10.2.1.3.3. Identify what data will be captured including the number of ACC members served.

10.2.1.3.4. Outline how the joint state and federal Medicaid funds paid to the LPHA will be spent only on ACC members.

10.2.1.3.4.1. DELIVERABLE: Executed agreement.

10.2.1.3.4.2. DUE: 30 days post-execution of agreement.

- 10.2.1.4. The Contractor shall be the lead on collecting data and shall collaborate with the LPHA to submit a Collaboration Analysis Report. The report shall:
  - 10.2.1.4.1. Track how many ACC members were served by the program during the contract period.
  - 10.2.1.4.2. Identify and track health outcome and/or process indicators (measures) for the eligible category(s) selected from the scope of work.
  - 10.2.1.4.3. Include expenditure analysis of the joint state and federal Medicaid funds.
  - 10.2.1.4.4. Identify any new initiatives as a result of the collaboration.
  - 10.2.1.4.5. Identify any challenges encountered as well as steps taken to address and/or overcome them.
    - 10.2.1.4.5.1. DELIVERABLE: Collaboration Analysis Report.
    - 10.2.1.4.5.2. DUE: June 1, 2018.

**SECTION 11.0 COMPENSATION**

**11.1. PMPM PAYMENTS**

- 11.1.1. The Department shall pay the Contractor, through the Colorado interChange, a monthly PMPM Payment for each active Member enrolled in the Contractor’s plan on the first day of that month at the following rates:

Description	Period	PMPM Amount
A. All Members	Effective Date through June 30, 2012	\$13.00
B. All Members	July 1, 2012 through October 31, 2012	\$12.00
C. All Members	November 1, 2012 through August 31, 2014.	\$9.22
D. All Members	September 1, 2014 through termination of the Contract.	\$8.72 base rate

- 11.1.1.1. The PMPM shall be calculated as follows:
  - 11.1.1.1.1. For all Members who are attributed to a PCMP at the time of calculation the Contractor shall receive one hundred percent (100%) of the base rate.
  - 11.1.1.1.2. For all Members who have been unattributed to a PCMP for less than six (6) consecutive months at the time of calculation the Contractor shall receive one hundred percent (100%) of the base rate.

- 11.1.1.1.3. For all Members who have been unattributed to a PCMP for six (6) consecutive months or longer at the time of the calculation the Contractor shall receive sixty-five percent (65%) of the base rate. The Department will determine whether a Member is unattributed by determining if that Member has had a RCCO span of more than six (6) consecutive months with no PCMP span. The Department will use the managed care enrollment table to identify these Members.
- 11.1.1.2. The PMPM payments shall only be made during the Initial Phase and the Expansion Phase. The Contractor shall not receive any PMPM Payment before the beginning of the Initial Phase.
- 11.1.1.3. The number of active Members enrolled in the Contractor's plan shall be calculated based on the number of enrollments in the Colorado interChange.
- 11.1.1.4. The Department shall remit all PMPM Payments to the Contractor within the month for which the PMPM Payment applies. In the event that the Contractor is not compensated for a Member in a month for which the Contractor should have been compensated, the Department shall compensate the Contractor for that Member.
- 11.1.1.5. The Contractor may attribute Members who had been enrolled in CHP+ to a PCMP. When making these attributions, the Contractor shall use the same attribution methodology the Department uses. The Department will process these attributions in the Colorado interChange within ninety (90) days of receiving the file.
  - 11.1.1.5.1. DELIVERABLE: Documentation of methodology for attribution
  - 11.1.1.5.2. DUE: Prior to implementing the attribution methodology
  - 11.1.1.5.3. DELIVERABLE: Excel file with ACC clients identified by Medicaid client ID linked to Medicaid provider billing ID and a date for the last visit with that Provider
  - 11.1.1.5.4. DUE: Upon completion of attribution.

**11.2. PAY FOR PERFORMANCE PROGRAM**

- 11.2.1. The Contractor may earn performance-based payments by meeting quality measures as established by the Department in the following areas:
  - 11.2.1.1. Key performance indicators.
  - 11.2.1.2. Additional performance target(s).
- 11.2.2. For SFY2018 (July 01, 2017 through June 30, 2018), the pay for performance program will be focused on one or more of the following measures or activities:
  - 11.2.2.1. Emergency room visits.
  - 11.2.2.2. Postpartum care.
  - 11.2.2.3. Well child checks (ages 3 to 9).
  - 11.2.2.4. Adolescent and adult depression screening (billed FFS).
  - 11.2.2.5. Adolescent well care (ages 13 to 20).
  - 11.2.2.6. Evaluation and management claim within thirty (30) days of hospitalization.
  - 11.2.2.7. Cost of care.
  - 11.2.2.8. Member satisfaction.

- 11.2.2.9. Increased practice transformation efforts that include, but are not limited to:
- 11.2.2.9.1. Alignment with the intent of the State Innovation Model (SIM).
- 11.2.2.9.2. Alignment with the intent of the Comprehensive Primary Care Plus (CPC+) initiative.
- 11.2.3. The Department shall provide to the Contractor documented calculation methodology for all measures prior to the first distribution of funds. The Department shall release the calculation methodology as a draft and shall provide a comment period of no less than two (2) weeks prior to releasing as final.
- 11.2.4. Key Performance Indicator Payment Table

Measurement Area	Performance Target Percentage Improvement	Total Performance Payment
A. Emergency Room Visits per 1,000 Full Time Enrollees (FTEs)	<p><u>Level 1 Target:</u> Total Emergency Room Visits reduced at least 1.0% and less than 5.0% below baseline</p> <p><u>Level 2 Target:</u> Total Emergency Room Visits reduced between 5.0% or more below baseline</p>	<p><u>Level 1 Target:</u> 66% of the Full Amount</p> <p><u>Level 2 Target:</u> 100% of the Full Amount</p> <p><u>Full Amount:</u> Adults \$0.40 PMPM Children (0-20) \$0.30 PMPM</p>
B. Postpartum visits per 1,000 FTEs	<p><u>Level 1 Target:</u> Postpartum visits increase at least 1% and less than 5% above baseline</p> <p><u>Level 2 Target:</u> Postpartum visits increase 5% or more above baseline</p>	<p><u>Level 1 Target:</u> 66% of the Full Amount</p> <p><u>Level 2 Target:</u> 100% of the Full Amount</p> <p><u>Full Amount:</u> Adults \$0.40 PMPM Children (0-20) \$0.30 PMPM</p>
D. Well Child Visits for children 3 – 9 years of age (EPSDT Screens) (CMS 416) per 1,000 FTEs	<p><u>Level 1 Target:</u> Sixty percent (60%) of all eligible pediatric Members (age 3 – 9) have received at least one (1) Well Child Visit (EPSDT Screen) during the measurement year.</p> <p><u>Level 2 Target:</u> Eighty percent (80%) of all eligible pediatric Members (age 3 – 9) have received at least one (1) Well Child Visit (EPSDT Screen) during the measurement year.</p>	<p><u>Level 1 Target:</u> Adults - \$0.13 PMPM. Children - \$0.26 PMPM.</p> <p><u>Level 2 Target:</u> Adults - \$0.20 PMPM Children - \$0.40 PMPM.</p>

- 11.2.4.1. For Measurement Area A, Emergency Room Visits: The Contractor can choose one of the following two options:
- 11.2.4.1.1. One-hundred percent (100%) of the incentive payment will be based on performance for the entire region

- 11.2.4.1.2. Fifty percent (50%) of the incentive payment will be based on performance for the entire region and fifty percent (50%) of the incentive payment will be based on performance for a cohort of the Contractor's choice, subject to Department approval.
- 11.2.4.2. The Contractor must notify the Department of the option selected at least 60 days prior to the start of the state fiscal year.
- 11.2.5. The Department shall remit all Payments on Key Performance Indicators to the Contractor on a quarterly basis within 180 days from the last day of the quarter in which the Incentive Payments were earned. The Department will calculate the Incentive Payment as of the end of each quarter based off of performance from the prior 12 months.
- 11.2.6. Program Savings (Shared Savings) Not Used.
- 11.2.7. Additional Performance Target
  - 11.2.7.1. The Department will place the following monies in a pay for performance pool each month:
    - 11.2.7.1.1. \$0.50 PMPM for Members attributed to a PCMP not meeting the enhanced primary care standards as defined in **Exhibit H**.
    - 11.2.7.1.2. \$0.50 PMPM for every unattributed Member.
    - 11.2.7.1.3. The difference between the base PMPM and the PMPM payments for those Members not attributed for more than six (6) months as described in Section 11.1.1.1.3.
  - 11.2.7.2. The Department shall distribute the monies in the pay for performance pool to the Contractor based on the Contractor's performance in one or more of the following areas, as determined by the Department's calculation methodology: in increasing the number of Members with an evaluation and maintenance claim within thirty (30) days of hospitalization, decreasing the cost of care, increasing Member satisfaction, increasing depression screening rates, or another measure selected to support practice transformation efforts as stated in 11.2.2.9.
    - 11.2.7.2.1. The Department will provide the Contractor with the documented calculation methodology prior to the distribution of funds. The Department shall release the calculation methodology as draft and shall provide a comment period of no less than two (2) weeks prior to releasing as final.
  - 11.2.7.3. The Department shall distribute money from the pay for performance pool quarterly by the end of the quarter. In the instance that the data is not available to make quarterly payments, the Department shall make payments within 180 days of receipt of the data.
- 11.2.8. Financial recognition for meeting enhanced primary care factors
  - 11.2.8.1. The Contractor shall assess and report to the Department the PCMPs that meet at least five (5) of the nine (9) criteria listed in **Exhibit H**. The Contractor shall be able to produce the documentation and shall provide said documentation to the Department upon Department request.
    - 11.2.8.1.1. DELIVERABLE: List of providers meeting the criteria, all factors attained and the date by which the PCMP met the criteria.
    - 11.2.8.1.2. DUE: Annually, by June 15<sup>th</sup>.

### 11.3. PAYMENT CALCULATION DISPUTES

- 11.3.1. In the event that the Contractor believes that the calculation or determination of any Incentive Payment or PMPM is incorrect, the Contractor shall notify the Department of its dispute within thirty (30) days of the receipt of the payment. The Department shall review calculation or determination and may make changes based on this review. The determination or calculation that results from the Department's review shall be final. No disputed payment shall be due until after the Department has concluded its review.

#### **11.4. ADDITIONAL FEES OR CHARGES PROHIBITED**

- 11.4.1. The Contractor shall not charge any fees or premiums to Members for services or materials they receive from the Contractor, its subcontractors, or any other entity.
- 11.4.1.1. For fees or premiums charged by the Contractor to Members, the Contractor may be liable for penalties of up to \$25,000 or double the amount of the charges, whichever is greater. The Department will deduct from the penalty the amount of overcharge and return it to the affected Members.

### **SECTION 12.0 STARTUP PROCESS**

#### **12.1. START-UP PHASE**

- 12.1.1. During the Start-Up Phase, the Contractor shall:
- 12.1.1.1. Provide an implementation team that includes an internal project manager.
- 12.1.1.2. Establish an Implementation Plan that includes a schedule of activities and milestones for the Start-Up Phase and the Initial Phase within seven (7) days from the Contract's Effective Date.
- 12.1.1.2.1. DELIVERABLE: Implementation Plan.
- 12.1.1.2.2. DUE: Seven (7) days from the Contract's Effective date.
- 12.1.1.3. Create a Start-Up Plan containing the following components:
- 12.1.1.3.1. The Organizational Chart described in section 2.2.7 of this Statement of Work.
- 12.1.1.3.2. A Customer Service Plan that describes how the Contractor will track incoming telephone calls, emails and other contact from providers, Members and the general public, how it plans to fulfill its customer service requirements and similar customer service related items.
- 12.1.1.3.3. A timeline for the creation of the website for the Contractor's Region and a description of the contents and structure of the site or a prototype of the website.
- 12.1.1.3.4. The ACC Program Member Handbook section specific to the Contractor's Region as described in Section 3.2.4.1 of this Statement of Work.
- 12.1.1.3.5. A description of how the Contractor intends to provide necessary provider orientation to the ACC Program and the Contractor's network and a plan for providing necessary provider training.
- 12.1.1.3.5.1. DELIVERABLE: Start-Up Plan.
- 12.1.1.3.5.2. DUE: Thirty (30) days from the Contract's Effective Date.
- 12.1.1.4. Cooperate with the Department in the Department's Operational Readiness Review, including, but not limited to:

- 12.1.1.4.1. Providing all information, data or reports the Department requires or requests that are within the scope of the Operational Readiness Review.
- 12.1.1.4.2. Allowing the Department reasonable access to the Contractor's facilities and staff.
- 12.1.1.4.3. Developing and implementing any corrective action plan, as directed by the Department.
- 12.1.1.4.4. Developing an initial action plan to ensure that all programs are developed, tested, and ready to function upon the enrollment of the first Member.
- 12.1.1.5. Complete all other deliverables contained in this Contract with a due date that occurs in the Start-Up Phase, including, but not limited to, all of the following:
  - 12.1.1.5.1. The Communication Plan.
- 12.1.2. During the Start-Up Phase, the Department shall:
  - 12.1.2.1. Work with the Contractor to define project management and reporting standards.
  - 12.1.2.2. Work with the Contractor to define expectations for content and format of all deliverables in the Contract.
  - 12.1.2.3. Initiate an Operational Readiness Review to determine the Contractor's readiness and ability to provide services to its Members and resolve any identified operational deficiencies. The Department may require the Contractor to develop and implement a corrective action plan to remedy any deficiencies found during the Operational Readiness Review.

## **SECTION 13.0 TRANSITION AT TERMINATION**

### **13.1. TRANSITION PLAN**

- 13.1.1. The Contractor shall submit a transition plan to the Department annually and one hundred and twenty (120) days prior to the termination date. This plan shall describe how the requirements outlined in Section 13.2 of this contract will be carried out upon termination of the contract. The transition plan submitted one hundred and twenty (120) days prior to the termination shall include a detailed work plan.
  - 13.1.1.1. DELIVERABLE: Annual Transition Plan.
  - 13.1.1.2. DUE: Annually, by the last business day in September.
  - 13.1.1.3. DELIVERABLE: Mid-Year Transition Plan update.
  - 13.1.1.4. DUE: January 15, 2018.
  - 13.1.1.5. DELIVERABLE: Final Transition Plan
  - 13.1.1.6. DUE: One hundred and twenty (120) days prior to the termination date.

### **13.2. CONTRACTOR'S TRANSITION REQUIREMENTS**

- 13.2.1. One hundred and twenty (120) days prior to the termination of the Contract, or within five (5) business days if the termination notice is provided within the hundred and twenty (120) day period, the Contractor shall designate an appropriate individual as the transition coordinator to work with the Department and any staff from the replacement contractor to ensure the transition does not adversely impact any member's care.



- 13.2.2. Upon notice of termination of the Contract for any reason, the Contractor shall do all of the following for a period not to exceed sixty (60) days before termination of the Contract:
- 13.2.2.1. Provide to the Department all reports reasonably necessary for a transition.
  - 13.2.2.2. Provide the Department and the incoming contractor with all information related to the Contractor's PCMP Network, its Members and the services provided to those Members, for transition to the Department or any other contractor of the Contractor's responsibilities.
  - 13.2.2.3. Provide for the uninterrupted continuation of all network management, care coordination and administrative services until the transition of every Member is complete and all requirements of the Contract are satisfied.
  - 13.2.2.4. Provide for smooth data transfer of care coordination records of Members in active care coordination to the incoming Contractor.
  - 13.2.2.5. Adequately notify any Subcontractors of the termination of the Contract, as directed by the Department.
  - 13.2.2.6. Adequately notify all of the Members in the Contractor's Region that the Contractor will no longer be the RCCO for the region, in a form and manner approved by the Department.
  - 13.2.2.7. Adequately notify each PCMP in the Contractor's PCMP Network of the termination and the end date of the Contract and explain to the provider how the provider may continue participating in the ACC Program.
  - 13.2.2.8. Cooperate with the Department and any other replacement contractor during the transition, including, but not limited to, using reasonable efforts to share and transfer Member information and following any instructions or performing any required actions, as reasonably directed by the Department.
  - 13.2.2.9. Ensure proper closeout of any special project(s) performed by the Contractor, including alignment with the Colorado Opportunity framework described in Section 9.0.
  - 13.2.2.10. Provide the Department, in a format prescribed and approved by the Department:
    - 13.2.2.10.1. DELIVERABLE: A list of all PCMPs in the Contractor's PCMP Network.
    - 13.2.2.10.2. DUE: No more than sixty (60) days prior to the termination of the Contract.
    - 13.2.2.10.3. DELIVERABLE: A list of all Members in the Contractor's Region.
    - 13.2.2.10.4. DUE: No more than sixty (60) days prior to the termination of the Contract.
    - 13.2.2.10.5. DELIVERABLE: A list of all delegated entities and community partners.
    - 13.2.2.10.6. DUE: No more than sixty (60) days prior to the termination of the Contract.
  - 13.2.3. The Contractor shall submit all deliverables for the period during which the Contractor was responsible for fulfilling all contract requirements, even if the due date for those deliverables is after the contract termination date.

## **SECTION 14.0 GENERAL REQUIREMENTS**

### **14.1. CONTRACTORS AND SUBCONTRACTORS**

#### **14.1.1. Department Contractors**

- 14.1.1.1. The Department may, in its sole discretion, use another contractor to perform any of the Department's responsibilities contained in the Contract. The Contractor shall work in coordination with any of these other contractors at the Department's direction. Any reference to the Department shall also include reference to its contractors as applicable.
- 14.1.2. Subcontractors
  - 14.1.2.1. Other than the care coordination provided by any PCMP, the Contractor shall not subcontract more than forty percent (40%) of its responsibilities under the Contract, based on the total annual Contract value, to any other entity and it shall not subcontract more than twenty percent (20%) of its responsibilities under the Contract, based on the total annual Contract value, to any single entity.
  - 14.1.2.2. The Contractor shall not enter into any agreement with a Subcontractor or have any Subcontractor begin work in relation to the Contract until it has received the express, written consent of the Department to subcontract with the specific Subcontractor. This consent requirement shall only apply to subcontracts that relate to ten percent (10%) or more of the responsibilities under the Contract, based on the total annual Contract value.
  - 14.1.2.3. Any agreement the Contractor has with a Subcontractor shall be in writing and shall require compliance with all of the terms in this Contract.
  - 14.1.2.4. A wholly owned subsidiary of the Contractor shall not be considered a subcontractor.

#### **14.2. NO MEDICAL TREATMENT DIRECTION**

- 14.2.1. The Contractor may make recommendations and provide support to PCMPs and their Members to improve health outcomes, but shall not, under any circumstance, direct treatment or require the PCMP or Member to make any decision regarding that Member's health care.
- 14.2.2. The Contractor may not create or make any referrals, on behalf of any Member or provider, in its role as a RCCO. Only a provider may create or make any referrals, and the Contractor may facilitate the referral process and provide support for providers when the provider creates or makes a referral.

#### **14.3. DUE DATE AND TIMELINES**

- 14.3.1. All due dates, deadlines and timelines in this Statement of Work are measured in calendar days unless specifically stated otherwise. Additionally, all due dates, deadlines and timelines in this Contract, based on quarters, refer to state fiscal year calendar quarters, with the first quarter beginning on July 1<sup>st</sup> of each year. In the event that any due date or deadline falls on a weekend, a Department holiday or other day the Department is closed, the due date or deadline shall be automatically extended to the next business day the Department is open.
- 14.3.2. The Department may, in its sole discretion, extend the due date, deadline or timeline of any activity, deliverable or requirement under this Statement of Work. Any such extension shall only be valid if it is delivered to the Contractor in writing, in either a hard copy or electronic format.
- 14.3.3. All Contract deliverables shall be submitted electronically to [acc@state.co.us](mailto:acc@state.co.us), the Department's contract manager, and other Department staff, as directed by the Department.

#### **14.4. CYBER SECURITY**

- 14.4.1. The Contractor shall ensure that all of its information technology systems and websites are operated and maintained in compliance with all state and federal statutes, regulations and rules and all State of Colorado Cyber Security Policies, in accordance with a reasonable implementation plan.

#### **14.5. DISPUTES BETWEEN RCCOS**

- 14.5.1. The Contractor shall cooperate with any other RCCO to resolve any dispute, regarding the ACC Program's policies, between the Contractor and the RCCO relating to any ACC Program related issue, including, but not limited to, issues relating to providers within the ACC Program, Members, performance target measurements or PMPM Payments. If the Contractor and another RCCO are unable to reach a resolution to the dispute, the Contractor shall submit a notice of the dispute to the Department. The Department may conduct any investigation or hearing it deems appropriate to the dispute, and shall make a final determination on the dispute. The Contractor shall abide by the Department's decision relating to any dispute described in this section.

#### **14.6. DEBARRED ENTITIES**

- 14.6.1. In addition to the Debarment and Suspension provisions in §21(C) of this Contract, the Contractor shall not knowingly have a relationship with any of the following entities:
- 14.6.1.1. An individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No.12549 or under guidelines implementing Executive Order No. 12549.
- 14.6.1.2. An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described in the prior paragraph.
- 14.6.2. For the purposes of this section, a relationship is described as:
- 14.6.2.1. A director, officer or partner of the Contractor.
- 14.6.2.2. A person or entity with more than five percent (5%) beneficial ownership of the Contractor.
- 14.6.2.3. A Person with an employment, consulting or other arrangement with the Contractor that is responsible for any of the Contractor's obligations under this Contract.
- 14.6.3. As stipulated in 42 CFR 438.610(d), if the Department finds that the Contractor is not in compliance with any provisions of Section 14.6. (Debarred Entities), the Department:
- 14.6.3.1. Must notify the Secretary of the U.S. Department of Health and Human Services (Secretary) of the noncompliance.
- 14.6.3.2. May continue an existing agreement with the Contractor, unless the Secretary directs otherwise.
- 14.6.3.3. May not renew or otherwise extend the duration of this contract unless the Secretary provides to the Department and to Congress a written statement describing compelling reasons that exist for renewing or extending this contract.

#### **14.7. FEDERAL INTERMEDIATE SANCTIONS**

- 14.7.1. The Department may implement any intermediate sanctions, as described in 42 CFR 438.702, if the Department makes the determination to impose sanctions under 42 CFR 438.700.

14.7.2. Before imposing any intermediate sanctions, the Department shall give the Contractor timely written notice that explains:

14.7.2.1. The basis and nature of the sanction.

#### **14.8. TERMINATION UNDER FEDERAL REGULATIONS**

14.8.1. The Department may terminate this Contract for cause and enroll any Member enrolled with the Contractor in other RCCOs or PCCMs, or provide their Medicaid benefits through other options included in the State plan if the Department determines that the Contractor has failed to:

14.8.1.1. Carry out the substantive terms of its contracts.

14.8.1.2. Meet applicable requirements in sections 1932, 1903(m) and 1905(t) of the Social Security Act (42 U.S.C. 401).

14.8.2. Before terminating the Contractor's Contract as described in this section, the Department shall:

14.8.2.1. Provide the Contractor a cure notice that includes, at a minimum, all of the following:

14.8.2.1.1. The Department's intent to terminate.

14.8.2.1.2. The reason for the termination.

14.8.2.1.3. The time and place for the pre-termination hearing.

14.8.2.2. Conduct a pre-termination hearing.

14.8.2.3. Give the Contractor written notice of the decision affirming or reversing the proposed termination of the Contract.

14.8.2.3.1. If the Department determines, after the hearing, to terminate the Contract for cause, then the Department shall send a written termination notice to the Contractor that contains the effective date of the termination.

14.8.2.3.2. Upon receipt of the termination notice, the Contractor shall give Members enrolled with the Contractor notice of the termination and information, consistent with 42 CFR 438.10, on their options for receiving Medicaid services following the effective date of termination.

14.8.3. Once the Department has notified the Contractor of its intent to terminate under this section, the Department may:

14.8.3.1. Give the Members enrolled with the Contractor written notice of the State's intent to terminate the Contract.

14.8.3.2. Allow Members enrolled with the Contractor to disenroll immediately, without cause.

#### **14.9. INFORMATION AVAILABILITY**

14.9.1. The parties acknowledge and agree that the ability of the Contractor to perform and optimize many of the functions contemplated under this agreement, including quality improvement, population health management and care coordination functions, will depend, in part, upon the timely, complete and accurate production of claims, demographic, authorization and related data by the Department. The Department and Contractor agree to prioritize the implementation and maintenance of robust, effective data reporting mechanisms that support the Contractor's ability to perform these functions, in accordance with Contractor's responsibility to reduce aggregate Medicaid program costs, improve health outcomes and patient experience. The parties affirm their reciprocal accountability for the production of Medicaid program data and for the achievement of Accountable Care Collaborative goals.

## **14.10. RETROSPECTIVE ENROLLMENT AND DISENROLLMENT**

- 14.10.1. The Department may retroactively enroll Members for a period of not more than ninety (90) days in its discretion.
- 14.10.2. In the event of retrospective disenrollment, the Department will attempt to recoup any payments made:
  - 14.10.2.1. After the date of a Member's death.
  - 14.10.2.2. When a Member is determined to be in another state or to have otherwise received services in another state.

## **14.11. FEDERAL DISCLOSURES OF INFORMATION ON OWNERSHIP AND CONTROL**

- 14.11.1. The Contractor shall provide all disclosures required by 42 CFR 455.104, as amended or hereinafter amended. These disclosures are:
  - 14.11.1.1. The name and address of any person, either an individual or a corporation, with a direct, indirect, or combined direct/indirect ownership or control interest in the Contractor. For a corporate entity, the address shall include the primary business address, the address of each business location if there is more than one location and any applicable P.O. Box address.
    - 14.11.1.1.1. The date of birth and social security number for any individual with an ownership or control interest in the Contractor.
    - 14.11.1.1.2. The tax identification number of any corporate entity with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or greater interest.
  - 14.11.1.2. Whether any person, either an individual or a corporation, with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.
  - 14.11.1.3. Whether any person, either an individual or a corporation, with an ownership or control interest in the any subcontractor in which the Contractor has a five percent (5%) or greater interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.
  - 14.11.1.4. The name of any other entity required to disclose under 42 CFR 455.104 in which any owner of the Contractor has an ownership or control interest.
  - 14.11.1.5. The name, address, date of birth and Social Security Number of any managing employee of the Contractor.
  - 14.11.1.6. The name of any person or corporation that owns 5% or more of any mortgage, deed of trust, note, or other obligation secured by the Contractor if that interest equals at least 5% of the value of the Contractor's assets.
  - 14.11.1.7. The name of any person who is an officer or director of a Managed Care Entity, as defined by Section 1932 of the Social Security Act, organized as a corporation.
  - 14.11.1.8. The name of any person or corporation who is a partner in a Managed Care Entity organized as a partnership.
- 14.11.2. "Ownership interest" and "person with an ownership or control interest" shall have the meaning specified in 42 CFR 455.101, as amended or hereinafter amended. "Subcontractor", for purposes of this subsection 14.11 only, shall have the meaning specified in 42 CFR 455.101, as amended or hereinafter amended.

**14.11.3.** The Contractor shall complete these disclosures upon the following:

**14.11.3.1.** Submission of a provider application

**14.11.3.2.** Execution of the Contract

**14.11.3.3.** Upon request of the Department during the revalidation of provider enrollment

**14.11.3.4.** Within thirty-five (35) days of any change in ownership of the Contractor.

**14.12. HEALTH FIRST COLORADO DATA ANALYTICS PORTAL ACCESS  
COMPLIANCE**

14.12.1. The Contractor shall comply with the Health First Colorado Data Analytics Portal access policy.

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## EXHIBIT C, SAMPLE OPTION LETTER

### OPTION LETTER

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b>	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option
Initial Term	<b>Contract Performance Beginning Date</b> The later of the Effective Date or Month Day, Year
State Fiscal Year 20xx \$0.00	
Extension Terms	<b>Current Contract Expiration Date</b> Month Day, Year
State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
Total for All State Fiscal Years \$0.00	

**1. OPTIONS:**

- a. Option to extend for an Extension Term
- b. Option to change the quantity of Goods under the Contract
- c. Option to change the quantity of Services under the Contract
- d. Option to modify Contract rates
- e. Option to initiate next phase of the Contract

**B. REQUIRED PROVISIONS:**

- a. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- b. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- c. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- d. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- e. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**C. OPTION EFFECTIVE DATE:**

- a. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Department of Health Care Policy and Financing Susan E. Birch, MBA, BSN, RN; Executive Director</p> <hr/> <p>By: Susan E. Birch, MBA, BSN, RN; Executive Director</p>  <p>Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Greg Tanner, Controller; Department of Health Care Policy and Financing</p> <p>Option Effective Date: _____</p>
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## **EXHIBIT D**

### **MEDICAL HOME MODEL PRINCIPLES**

The following are the principles of the Medical Home model.

1. The care provided is:
  - a. Member/family-centered;
  - b. Whole-person oriented and comprehensive;
  - c. Coordinated and integrated;
  - d. Provided in partnership with the Member and promotes Member self-management;
  - e. Outcome-focused;
  - f. Consistently provided by the same provider as often as possible so a trusting relationship can develop; and
  - g. Provided in a culturally competent and linguistically sensitive manner.
2. A PCMP that is:
  - a. Accessible, aiming to meet high access-to-care standards such as:
    - i. 24/7 phone coverage with access to a clinician that can triage;
    - ii. Extended daytime and weekend hours;
    - iii. Appointment scheduling within:
      1. 48 hours for urgent care,
      2. 10 days for symptomatic, non-urgent care
      3. 45 days for non-symptomatic routine care; and
      4. Short waiting times in reception area.
  - b. Committed to operational and fiscal efficiency.
  - c. Able and willing to coordinate with its associated RCCO on medical management, care coordination, and case management of Members.
  - d. Committed to initiating and tracking continuous performance and process improvement activities, such as improving tracking and follow-up on diagnostic tests, improving care transitions, and improving care coordination with specialists and other Medicaid providers, etc.
  - e. Willing to use proven practice and process improvement tools (assessments, visit agendas, screenings, Member self-management tools and plans, etc.).
3. Willing to spend the time to teach Members about their health conditions and the appropriate use of the health care system as well as inspire confidence and empowerment in Members' health care ownership.
4. Focused on fostering a culture of constant improvement and continuous learning.
5. Willing to accept accountability for outcomes and the Member/family experience.
6. Able to give Members and designated family members easy access to their medical records when requested.
7. Committed to working as a partner with the RCCO in providing the highest level of care to Members.



**EXHIBIT E,  
MEMBER RIGHTS AND PROTECTIONS**

- 1) Contractor must comply with any applicable federal and state laws that pertain to Member rights and ensure that its staff and affiliated providers take those rights into account when furnishing services to Members.
- 2) Each Member is guaranteed the right to be treated with respect and with due consideration for his or her dignity and privacy.
- 3) Each Member is guaranteed the right to receive information on available treatment options and alternatives, presented in a manner appropriate to the Member's condition and ability to understand.
- 4) Each Member is guaranteed the right to participate in decisions regarding his or her health care, including the right to refuse treatment.
- 5) Each Member is guaranteed the right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
- 6) Each Member is guaranteed the right to request and receive a copy of his or her medical records and to request that they be amended or corrected, as specified in 45 CFR Part 164.
- 7) Each Member is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Contractor, subcontractors, providers or the Department treats the Member.

**EXHIBIT F**  
**ELIGIBLE MEMBER CATEGORIES**

1. Clients in the following categories are eligible for enrollment in the ACC Program:
  - a) Aid to Families with Dependent Children - Adults (AFDC - A), as described in the Department's State Plan
  - b) Aid to Families with Dependent Children - Children (AFDC- C), as described in the Department's State Plan
  - c) Aid to the Needy Disabled/Aid to the Blind (AND/AB), as described in the Department 's State Plan
  - d) Baby Care/Kids Care - Adults (BCKC-A), as described in the Department 's State Plan
  - e) Baby Care/Kids Care- Children (BCKC-C), as described in the Department's State Plan
  - f) Foster Care (FC), as described in the Department's State Plan
  - g) Old Age Pensioners- Age 65+ (OAP-A), as described in the Department's State Plan
  - h) Old Age Pensioners under Age 65 (OAP-B), as described in the Department 's State Plan
  - i) Refugee Medical Assistance- Adults (RMA-A), as described in the Department's State Plan
  - j) Refugee Medical Assistance - Children (RMA-C), as described in the Department’s State Plan
  - k) Adults Without Dependent Children (AWDC), as described in CRS 25.5-4-402.3(4)(b)(IV)(C)
  - l) Any other Medicaid eligibility category that is eligible for full Medicaid benefits, except for Clients in the following circumstances:
    - m) During the Initial Phase, any Client who is eligible for both Medicare and Medicaid.
    - n) Clients that are eligible for both Medicare and Medicaid shall only be eligible for the ACC Program during the Expansion Phase.
    - o) Clients residing in any federal, state or county institution at the time of enrollment.
    - p) Any Member who becomes a resident of an institution after their enrollment in the ACC Program may choose to remain in the program or request disenrollment for cause at the Member’s discretion.

## **EXHIBIT G DELIVERABLES**

### **DUE DATE AND TIMELINES**

- All due dates, deadlines and timelines in the contract Statement of Work are measured in calendar days unless specifically stated otherwise. Additionally, all due dates, deadlines and timelines in this Contract, based on quarters, refer to state fiscal year calendar quarters, with the first quarter beginning on July 1<sup>st</sup> of each year. In the event that any due date or deadline falls on a weekend, a Department holiday or other day the Department is closed, the due date or deadline shall be automatically extended to the next business day the Department is open.
- The Department may, in its sole discretion, extend the due date, deadline or timeline of any activity, deliverable or requirement under this Statement of Work. Any such extension shall only be valid if it is delivered to the Contractor in writing, in either a hard copy or electronic format.
- All Contract deliverables shall be submitted electronically to [acc@state.co.us](mailto:acc@state.co.us) and the Department's contract manager.

### **CONTRACT DELIVERABLES**

- 2.2.8.1                    **DELIVERABLE: Updated Organizational Chart.**
- 2.2.8.2                    **DUE:** Five (5) days from any change in Key Personnel of from the Department's request for an updated Organizational Chart.
- 
- 3.1.2.1.5.4.1            **DELIVERABLE: Written warning and written report of abusive behavior or intentional misconduct.**
- 3.1.2.1.5.4.2            **DUE:** No less than thirty (30) days prior to disenrollment unless the Department approves expedited disenrollment.
- 
- 3.2.1.3.1.                **DELIVERABLE: Updated client materials** including changes required by the Department.
- 3.2.1.3.2.                **DUE:** Thirty (30) days from the request by the Department to make a change.
- 
- 3.2.4.1.3.                **DELIVERABLE: ACC Program Member Handbook** – updated section specific to the Contractor's Region, when significant changes occur.
- 3.2.4.1.4.                **DUE:** Thirty (30) days from the effective date of the changes.
- 
- 3.2.4.2.3.                **DELIVERABLE: PCMP Directory.**
- 3.2.4.2.1.                The information included in a paper directory shall be updated at least monthly and electronic provider directories must be updated no later than 30 calendar days after the Contractor receives updated provider information.

- 3.2.4.2.4. DUE: By the date(s) as noted above in 3.2.4.2.1, unless extension is allowed by the Department.
- 3.2.7.1. DELIVERABLE: **Notice to Members of PCMP termination.**
- 3.2.7.2. DUE: Fifteen (15) days from the notice of termination.
- 4.3.1.3.1 DELIVERABLE: **Updated communication plan.**
- 4.3.1.3.2 DUE: Thirty (30) days from the date of any significant change to the Communication Plan.
- 5.1.1.3.1 DELIVERABLE: **All information documents and direct provider contact plans.**
- 5.1.1.3.2 DUE: Ten (10) days from the date the documents or plans are requested by the Department; and ten (10) days from the request by the Department to make a change for updated documents.
- 6.1.1.2.1. DELIVERABLE: **Updated Clinical Referral Protocol** including all changes directed by the Department.
- 6.1.1.2.2. DUE: Within three (3) Business Days from the Department's request for a change, unless more time is granted by the Department.
- 6.4.13.1. DELIVERABLE: **Updated documentation of formal system of care coordination.**
- 6.4.13.2. DUE: Sixty (60) days from the change or from the Department's request.
- 6.4.15.3. DELIVERABLE: **Care Coordination Report**
- 6.4.15.4. DUE: Semi-annually on November 1, reporting for the period of April 1 through September 30; and May 1, reporting for the period of October 1 through March 30; except that the deliverable due November 1, 2014 will be for the reporting period of July 1, 2014 through September 30, 2014.
- 7.3.2.1. DELIVERABLE: **Initial Performance Improvement Plan; Annual Quality Report and Quality Improvement Plan update.**
- 7.3.2.2. DUE: The Initial Performance Plan is due by October 1, 2011; the Quality Report and Quality Improvement Plan Update is due annually, by October 1st of the year.
- 7.4.1.6.1 DELIVERABLE: **Posted meeting minutes**, meeting information for upcoming meetings, and the name and direct phone number of a contact person on the Contractor's website.

- 7.4.1.6.2. DUE: Ten (10) business days from the date of the meeting.
- 8.1.1.3.1. DELIVERABLE: **Network Report.**
- 8.1.1.3.2. DUE: Semi-annually, by January 31<sup>st</sup> and July 31<sup>st</sup> of each year.
- 8.1.1.4.1. DELIVERABLE: **Interim Network Report.**
- 8.1.1.4.2. DUE: within ten (10) Business Days after the Department's request for the interim Network Report.
- 8.1.2.3.1. DELIVERABLE: **Program Integrity Report.**
- 8.1.2.3.2. DUE: Ten (10) days from the initial report of the fraud or abuse.
- 8.1.2.4.1. DELIVERABLE: **Member Fraud Report.**
- 8.1.2.4.2. DUE: Ten (10) days from the initial report of the fraud or abuse.
- 8.2.2.1.3. DELIVERABLE: **Integrated Care Report.**
- 8.2.2.1.4. DUE: Semi-annually, by January 31<sup>st</sup> and July 31<sup>st</sup> of each year.
- 8.2.3.3.1. DELIVERABLE: **Member Outreach and Stakeholder Feedback Report.**
- 8.2.3.3.2. DUE: Semi-annually, by April 30<sup>th</sup> and October 31<sup>st</sup> of each year.
- 8.2.4.2 DELIVERABLE: **RCCO Quarterly Financial Report.**
- 8.2.4.3 DUE: No later than forty-five (45) days from the end of the state fiscal quarter that the report covers.
- 8.3.2.1 DELIVERABLE: **Updated reports.**
- 8.3.2.2 DUE: Ten (10) Business Days from the Department's request for an updated or corrected report.
- 9.1.3. DELIVERABLE: **Quarterly project updates with trending outcomes measures.**
- 9.1.4. DUE: 45 days after the end of the Quarter.
- 9.1.5. DELIVERABLE: **Implementation Strategy Work Plan to detail 2017-2018 RCCO Colorado Opportunity framework implementation strategy.**
- 9.1.6. DUE: August 1, 2017.

- 11.1.1.5.1. DELIVERABLE: **Documentation of methodology for attribution.**
- 11.1.1.5.2. DUE: Prior to implementing the attribution methodology.
- 11.1.1.5.3. DELIVERABLE: **Excel file with ACC clients** identified by Medicaid client ID linked to Medicaid provider billing ID and a date for the last visit with that Provider.
- 11.1.1.5.4. DUE: Upon completion of attribution.
- 11.2.8.1.1. DELIVERABLE: **List of providers meeting ePCMP criteria, all factors attained and the date by which the PCMP met the criteria.**
- 11.2.8.1.2. DUE: Annually, by June 15th.
- 13.1.1.1. DELIVERABLE: **Annual Transition Plan.**
- 13.1.1.2. DUE: Annually, by the last business day in September.
- 13.1.1.3. DELIVERABLE: **Mid-Year Transition Plan Update.**
- 13.1.1.4. DUE; January 15, 2018.
- 13.1.1.5. DELIVERABLE: **Final Transition Plan.**
- 13.1.1.6. DUE: One hundred and twenty (120) days prior to the termination date.
- 13.2.2.10.1 DELIVERABLE: **A list of all PCMPs in the Contractor's PCMP Network.**
- 13.2.2.10.2 DUE: No more than sixty (60) days prior to the termination of the Contract.
- 13.2.2.10.3. DELIVERABLE: **A list of all Members in the Contractor's Region.**
- 13.2.2.10.4. DUE: No more than sixty (60) days prior to the termination of the Contract.
- 13.2.2.10.5. DELIVERABLE: **A list of all delegated entities and community partners.**
- 13.2.2.10.6. DUE: No more than sixty (60) days prior to the termination of the Contract.

## **EXHIBIT H**

### **ENHANCED PRIMARY CARE STANDARDS**

The Contractor shall assess and report to the Department PCMPs that meet at least five of the nine criteria listed below. Any PCMP who meets five of the nine criteria may be eligible for an enhanced PMPM payment in recognition for meeting certain primary care standards. Detailed descriptions of the nine factors, including the goal of the factor, how it should be measured, and potential procedures that practices can implement to achieve the factor can be found on the Provider Services page of the Department's web site.

The nine enhanced primary care standards are:

1. The PCMP has regularly scheduled appointments (at least one time a month) on a weekend and/or on a weekday outside of typical workday hours.
2. The PCMP provides timely clinical advice by telephone or secure electronic message both during and after office hours. Patients and families are clearly informed about these procedures.
3. The PCMP uses available data (e.g., BIDM, clinical information) to identify special patient populations who may require extra services and support for medical and/or social reasons. The Practice has procedures to proactively address the identified health needs.
4. The PCMP provides on-site access to behavioral health care providers.
5. The PCMP collects and regularly updates a behavioral health screening (including substance use) for adults and adolescents and/or developmental screening for children (newborn to five years of age) using a Medicaid approved tool. In addition, the practice has documented procedures to address positive screens and agreements with behavioral health care providers to accept referred patients.
6. PCMPs providing delegated care coordination services for the ACC and certified patient-centered medical homes are expected to generate lists semi-annually of patients actively receiving care coordination.
7. The PCMP tracks the status of referrals to specialty care providers and provides the clinical reason for the referral along with pertinent clinical information.
8. The PCMP is willing to accept new Medicaid clients and has a written agreement with the RCCO.
9. PCMPs and patient/family/caregiver collaborate to develop and update an individual care plan.