Colorado Department of
Health Care Policy and Financing

MMIS Contract

STATE OF COLORADO
Department of Health Care Policy and Financing Contract with HP Enterprise Services for Colorado interChange and Services

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1.   PARTIES

This Contract (hereinafter called "Contract") is entered into by and between HP Enterprise Services, LLC (HPES), 5400 Legacy Drive, Plano, TX 75024 (hereinafter called "Contractor"), and the STATE OF COLORADO acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called the "State" or "Department"). Contractor and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

    A.   Authority, Appropriation, and Approval

        Authority to enter into this Contract exists in CRS 25.5-1-101 *et seq.*, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

    B.   Consideration

        The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

    C.   Purpose

        The purpose of this Contract is to develop and install the Colorado interChange, as defined below, and provide the Services, as defined below and as set forth in this Contract, including all Attachments and Exhibits. Contractor's offer, submitted in response to Request for Proposal Number HCPFRFPKC13COREMMIS was selected by the State.

    D.   References

        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.

4. DEFINITIONS

The following terms when capitalized as used herein shall be construed and interpreted as follows:

    A.   "Abandon" and "Abandonment" shall have the meaning set forth in **§15.A.v**.

    B.   "Addendum" shall have the meaning set forth in **§10.B**.

C. "Business Day" regardless of whether capitalized or not, means any day in which the Department is open and conducting business. Business Days shall not include weekend days or any day on which the Department observes one of the following holidays:

    i.   New Year's Day.

    ii.   Washington-Lincoln Day (also referred to as President's Day).

    iii.   Memorial Day.

    iv.   Independence Day.

    v.   Labor Day.

    vi.   Thanksgiving Day.

    vii.   Christmas Day.

D. Reserved.

E. "Colorado interChange" means the MMIS adapted for the State requirements and all related components as set forth in this Contract.

F. "Contract" means this agreement, its terms and conditions, and including all attached addenda, exhibits, documents incorporated by reference under the terms of this agreement, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to this agreement, Colorado State law, Fiscal Rules, and State Controller Policies.

G. "Contract Funds" means funds available for payment by the State to Contractor pursuant to this Contract.

H. "Contractor Property" shall have the meaning set forth in **§17.A**.

I. "Days" regardless of whether capitalized or not, means Business Days unless otherwise specified.

J. "Defect" shall mean an error, flaw, mistake, failure, or fault in a computer program or system that produces an incorrect or unexpected result that differs from an agreed-to Specification, or causes it to behave in unintended ways that differ from an agreed-to Specification.

K. "Disabling Code" shall have the meaning set forth in **§12.F.**

L. Exhibits and other Attachments. The following documents are attached hereto and incorporated by reference herein:

HIPAA Business Associate Addendum and Attachment A

Exhibit A, Statement of Work

Exhibit B, Sample Option Letter

Exhibit C, Requirements

Exhibit D, Project Phase Document

Exhibit E, Compensation and Quality Maintenance Payments

> **Exhibit F,** Terminology
> **Exhibit G**, Performance Standards
> **Exhibit H**, State Cybersecurity Policies

M. "Goods" means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.

N. "HIPAA" shall have the meaning set forth in **§10.B.**

O. "including" or "includes", regardless of whether capitalized or not, means "including, without limitation".

P. "MMIS" means an automated mechanized claims processing and information retrieval system for Medicaid.

Q. "Ongoing Operations and Enhancement Contract Stage" is defined in **Exhibit A**, Statement of Work.

R. "Operational Start Date" is defined in **Exhibit F**, Terminology, as the date on which the Department authorizes Contractor to begin the Ongoing Operations and Enhancement Contract Stage.

S. "Party" means the State or Contractor and Parties means both the State and Contractor.

T. "Quarterly Milestones" will be as identified in **Exhibit E**, Compensation and Quality Maintenance Payments.

U. "Record Retention Period" shall have the meaning set forth in **§9.A**.

V. "Review" means examining Contractor's Work to ensure that it is adequate, accurate, correct, and consistent with the provided Specifications, if any, and in accordance with the standards described in this Contract.

W. "Services" means the required services to be performed by Contractor pursuant to this Contract.

X. "Software And Data" means software, source code, information and data in any form and fixed or stored in any manner.

Y. "State Fiscal Year" or "SFY" means the period which begins on July 1 of each calendar year and ends on June 30 of the following calendar year.

Z. "State Property" shall have the meaning set forth in **§17.A**.

AA. "Subcontractor" means third-parties, if any, engaged by Contractor to aid in performance of its obligations.

BB.   "Third Party Property" shall have the meaning set forth in **§17.C**.

CC.   "Third Party Users" means persons or entities with whom the State contracts, other than the Parties, to use or provide services in connection with the Colorado interChange.

DD.   "Work" means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract, including the performance of the Services and delivery of the Goods.

EE.   "Work Product" means the tangible or intangible results of Contractor's Work, including, but not limited to, deliverables, software (including all computer code, firmware, internal code, microcode and other forms of code, in any form), research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

Any terms used herein which are defined in the Exhibits shall be construed and interpreted as defined therein.

5.   TERM

A.   Initial Term

The Parties' respective performances under this Contract shall commence on Effective Date. This Contract shall expire on October 31, 2018, unless sooner terminated or further extended as specified elsewhere herein.

B.   Two Month Extension

The State, at its sole discretion, upon written notice to Contractor as provided in **§16**, may unilaterally extend the term of this Contract for a period not to exceed two (2) months if the Parties are negotiating a replacement contract at or near the end of any initial term or renewal term. The provisions of this Contract in effect when such notice is given, including, but not limited to, prices, rates and delivery requirements, shall remain in effect during the two month extension. The two (2) month extension shall immediately terminate when and if a replacement contract is approved and signed by the Colorado State Controller or an authorized designee.

C.   First Option to Extend

The State may require continued performance for up to three additional years starting on November 1, 2018 and ending no later than October 31, 2021 at the same rates and same terms specified in the Contract. If the State exercises this option, it shall provide written notice to Contractor at least thirty (30) days prior to the end of the current Contract term in form substantially equivalent to **Exhibit B,**

Sample Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Contract.

D.   Second Option to Extend

Subject to approval of CMS and requisite State approvals, the State may request continued performance for up to two additional years starting on November 1, 2021 and ending no later than October 31, 2023 at mutually agreed rates and on the same terms specified in this Contract. If the State exercises this option, it shall provide written notice to Contractor at least thirty (30) days prior to the end of the current Contract term in form substantially equivalent to **Exhibit B, Sample Option Letter**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Contract.

Any agreed increase in rates under this Section 5.D shall be limited as follows:

In no event will the rates agreed under this Section 5.D exceed the rates covering the period from November 1, 2020 to October 31, 2021 as specified in this Contract plus a maximum percentage increase equal to the mathematical mean of the annual percent increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder-Greeley metropolitan area for calendar year 2018 and calendar year 2019 as published by the US Department of Labor, Bureau of Labor Statistics. If the CPI-U is for some reason not available as specified in this Section, the Parties will use the CPI-U (U.S.) for the same period.

6.   **STATEMENT OF WORK**

A.   Completion

Contractor shall complete the Work and its other obligations as described in this Contract, on or before the end of the term of this Contract. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the expiration or termination of this Contract.

B.   Goods and Services

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall not increase the maximum amount payable hereunder by the State.

C.   Independent Contractor

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

D.   Performance

Contractor will provide Design, Development and Implementation of the Colorado interChange and perform Services as described in this Contract.

E.   Operational Start Date

The Operational Start Date is established through the Project Management Plan, as described in **Exhibit C**, Requirements. The Operational Start Date may be changed by the Parties as mutually agreed through a modification to the Project Management Plan.

7.   PAYMENTS TO CONTRACTOR

The State shall, in accordance with the provisions of this **§7** and **Exhibit E**, Compensation and Quality Maintenance Payments, and the State's receipt of a correct invoice and the State's exercise of their remedies as provided in this Contract, pay Contractor in the amounts and using the methods set forth below:

A.   Maximum Amount

The maximum amount payable under this Contract to Contractor by the State is shown in the following table, as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract at the rates set forth in **Exhibit E,** Compensation and Quality Maintenance Payments. The maximum amount payable by the State to Contractor is:

State Fiscal Year 2013-14	$9,201,096.00
State Fiscal Year 2014-15	$25,491,547.00
State Fiscal Year 2015-16	$25,792,494.00
State Fiscal Year 2016-17	$29,047,276.00
State Fiscal Year 2017-18	$21,705,383.00
State Fiscal Year 2018-19	$20,751,875.00
State Fiscal Year 2019-20	$20,582,019.00
State Fiscal Year 2020-21	$20,451,659.00
State Fiscal Year 2021-22	$6,831,706.33
Total for All State Fiscal Years	**$179,855,055.33**

The State Fiscal Year amounts in the table in this section are based on State appropriations. Based on the timing of the invoicing and payment, the Contractor may receive amounts paid in a different State Fiscal Year than when the amounts were actually earned by the Contractor.

Any changes to the maximum amount payable under the Contract or Quality Maintenance Payments Specified in Exhibit E, shall require a formal written amendment, in accordance with State Fiscal Rules and State Controller Policies and Guidelines

B.   Payment

Payment pursuant to this Contract will be made as earned pursuant to the terms of this Contract. Any advance payments allowed under this Contract shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner prescribed by the State. The State shall notify Contractor within 30 days of receipt of the invoice related to any dispute. Invoice disputes shall follow the Dispute Process in § 20.E. The State shall fully pay each invoice within 45 days of receipt thereof if the invoice represents performance by Contractor previously accepted by the State, subject to the limitations set forth in this Section.

C.   Interest

Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full, provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

D.   Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current Fiscal Year. Therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract by notice, with as much notice as reasonably possible, in whole or in part, without further liability notwithstanding any notice and cure period in **§14.B**. If the Contract is terminated for lack of appropriation, the termination date cannot extend beyond the period of the then current appropriation and the amount payable cannot exceed the existing appropriated funds.

E.   Erroneous Payments

At the State's sole discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the State and Contractor or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

F.   Closeout Payments

Notwithstanding anything to the contrary in this Contract, all payments for the final month of the Contract shall be paid to Contractor no sooner than ten (10) days after the Department has determined that Contractor has completed all of the requirements of the Turnover Phase, as defined in Exhibit D, Project Phase Document.

G.   Recoupment of erroneous payments

All payments, adjustments, and other financial transactions made through the Colorado interChange will be made on behalf of eligible members to active Enrolled Providers for approved services and in accordance with the payment rules. Contractor shall be liable for the actual amount of all detected erroneous payments identified as a result of State or Federal claims reviews or as reported by Providers or from other referrals that are a result of Contractor (i) staff action, (ii) inaccurate system data, (iii) inaccurate processing or (iv) Colorado interChange malfunction. Such liabilities may be withheld from Contractor payments.   Contractor, however, shall have the right to seek recovery on behalf of the State from Providers to whom erroneous payments are made using voluntary refund, offset recovery, or other State-approved methods.   Contractor shall notify the State promptly upon discovery of any erroneous payments, irrespective of cause, and prior to initiating appropriate recovery action.

Contractor must pay to the State any portion of an erroneous payment not recouped within one-hundred and eighty (180) calendar days of its receipt of the direction initiating its recoupment.   Contractor will make such payment to the State within seven (7) calendar days of the expiration of the one-hundred and eighty (180) calendar-day timeframe. The State shall not be liable to Contractor for any erroneous payment due that is not recovered by recoupment from Providers.   Contractor may initiate independent recovery procedures and actions once the recoupment process described herein has been completed and a repayment amount remains outstanding. The State may review proposed independent recovery procedures.   If the State recovers any erroneous payments for which Contractor has reimbursed the State, the State shall notify Contractor, who shall then submit an invoice for the returned amount.

H. Option to Increase or Decrease Statewide Quantity of Service

If the actual volume of claims/Encounters increases by greater than twenty percent (20%) from the forecasted claims/Encounters estimate provided in **Exhibit A**, Statement of Work, Contractor may request a change to the Contract pricing or decreases in service level or scope, but the Department does not guarantee that funding will be available to increase the Contract price or amend the Contract to meet Contractor's request. Any increase in the Contract price may require a formal budget action that must be approved by the Department and the Colorado General Assembly, so there is no guarantee that the Contract price will increase for any reason, including those outside the control of Contractor. If the State agrees to an increase in price and funding is not available, then the parties must negotiate scope or service level agreement reductions as appropriate or other remedies as agreed. Any dispute with regard to the appropriate remedy or change in Contract price will be resolved through the Dispute Process in **§20.E.**

I. Pricing Review

In the second quarter of any calendar year, Contractor may annually request a pricing review, by written notice to the Department, if the percent change in the prior calendar year's Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder-Greeley metropolitan area (which is traditionally released in February) as published by the US Department of Labor, Bureau of Labor Statistics, exceeds six percent (6.0%). In the pricing review, Contractor may request a change to the Contract pricing or decreases in service level or scope, but there is no guarantee that the Department will have the available funding to increase the Contract price or amend the Contract to meet Contractor's request. Any increase in the Contract price may require a formal budget action that must be approved by the Department and the Colorado General Assembly, so there is no guarantee that the Contract price will increase for any reason, including those outside the control of Contractor. If funding is not available, then Parties must negotiate scope or service level agreements reductions as appropriate or other remedies as agreed that are economically equivalent to the increase in the CPI-U. Any dispute with regard to the appropriate remedy or change in Contract price will be resolved through the Dispute Process in §20.E. If the CPI-U is for some reason not available as specified in this Section, the parties will use a CPI-U (U.S.) for the same time period.

8. REPORTING NOTIFICATION

Reports required under this Contract shall be in accordance with the procedures and in such form as prescribed by the State and as described in **Exhibit C**, Requirements and the Communication Management Plan.

A. Litigation Reporting

Within twenty (20) days after being served with any pleading in a legal action filed with a court or administrative agency that is directly related to this Contract or which may directly affect Contractor's ability to perform its obligations hereunder,

Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein to the extent not prohibited by law. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department.

B.   Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Contract.

9.   **CONTRACTOR RECORDS**

A.   Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes, and other written materials, electronic media files and electronic communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder in order to verify the accuracy of Contractor's invoices and shall not include Contractor's internal books and records. Contractor shall maintain such records until the last to occur of: (i) a period of six (6) years after the date this Contract expires or is sooner terminated, or (ii) a period of six (6) years after final payment is made hereunder, or (iii) a period of six (6) years after the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period"). All such records, documents, communications and other materials shall be the property of the State, and shall be maintained by Contractor in a central location and Contractor shall be custodian on behalf of the State.

B.   Inspection

Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period, to assure compliance with the terms hereof or to evaluate performance hereunder or to verify the accuracy of Contractor's invoices. The State reserves the right to inspect the Work with reasonable notice and at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform to the requirements of this Contract, the State may require Contractor promptly to bring the Work into conformity with Contract requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

C.   Monitoring

Contractor shall permit the State, the federal government and any other duly authorized agent of a government agency, in their sole discretion, to reasonably monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, formal audit examinations, or any other procedure, provided that such procedures do not unreasonably interfere with Contractor's performance hereunder and are not unreasonably burdensome as to frequency, scope and duration. The State shall provide Contractor at least five (5) Business Days written notice prior to any such monitoring.

D.   Final Audit Report

If an audit is performed by any governmental agency on Contractor's records for any Fiscal Year covering a portion of the term of this Contract, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10.   CONFIDENTIAL INFORMATION

Contractor shall comply with, and shall cause each of its Subcontractors and any other party performing work under this Contract to comply with the provisions of this **§10** if it becomes privy to Confidential Information in connection with its performance hereunder.   "Confidential Information" means all information provided or made available to Contractor by the State or its agents or employees that is marked or otherwise identified as confidential or proprietary or which Contractor knows or reasonably should know is confidential or proprietary information. Confidential Information also includes all State records, personnel records and information concerning individuals and all other information subject to confidentiality obligations set forth in **§10.B** below. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-201, *et seq*.

A.   Confidentiality

Contractor shall keep all Confidential Information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

B.   Health Insurance Portability & Accountability Act of 1996 ("HIPAA")

i.   Federal Law and Regulations

Pursuant to federal law and regulations governing the privacy of certain health information, Contractor, to the extent applicable, shall comply with the Health Insurance Portability and Accountability Act of 1996, 42

U.S.C. §1320d – 1320d-8 ("HIPAA") and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") and other applicable laws, as amended.

ii. Business Associate Contract

Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the State and Contractor, 45 C.F.R. Section 164.504(e). Attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum ("Addendum") for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this Contract and shall remain in effect during the term of the Contract including any extensions or amendments.

iii. Confidentiality of Records

Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with the Contract and comply with HIPAA rules and regulations. Except as provided by law, no information in possession of Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, or guardian. Contractor shall have written policies governing access to, duplication and dissemination of, all such information. Contractor shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. Contractor shall provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted. No confidentiality requirements contained in this Contract shall negate or supersede the provisions of HIPAA.

C. Notification

Contractor shall notify its agents, employees, Subcontractors and assigns who may come into contact with State records or other Confidential Information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

D. Use, Security, and Retention

Confidential Information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Contract or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other Confidential Information wherever located. Confidential Information shall not be

retained in any files or otherwise by Contractor or its agents, except as permitted in this Contract or approved in writing by the State. All Confidential Information shall be stored, processed, or transferred only in or to facilities located within the United States.

E. Disclosure-Liability

Disclosure of confidential State records or other Confidential Information by Contractor for any reason outside of the requirements of this contract may be cause for legal action by third parties against Contractor, its Subcontractor(s), the State or their respective agents. Subject to Section 19.P, Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all third party claims, damages, liability and court awards, including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in violation of the terms and conditions of this **§10**, provided that the limitation set forth in Section 19.P shall not apply to any fines imposed by the Department of Health and Human Services for a violation of HIPAA, consistent with Section 7 of the Business Associate Addendum.

11. CONFLICTS OF INTEREST

A. Conflict of Interest
Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is 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 to the State hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, 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 apparent conflict constitutes a breach of this Contract.

B. Written Code of Standards
Contractor (and Subcontractors permitted under the terms of this Contract) shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent of Contractor, or any Subcontractor shall participate in the selection, or in the award or administration of a contract or subcontract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

i.   The employee, officer or agent;
ii. Any member of the employee's immediate family;

iii.   The employee's partner; or

iv.   An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Contractor's or Subcontractors' officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to subagreements.

12.   REPRESENTATIONS AND WARRANTIES

Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Contract.

A.   Standard and Manner of Performance

Contractor represents and warrants that it shall perform its obligations hereunder in a professional and workmanlike manner and in the sequence and manner set forth in this Contract.

B.   Legal Authority – Contractor Signatory

Contractor represents and warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and bylaws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within fifteen (15) days of receiving such request.

C.   Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date and at all times thereafter have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits and other Authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other Authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

D.   Disabling Code

Contractor represents and warrants that it will use up-to-date commercial anti-virus software to detect and remove viruses and other malware from software before delivering it to the State. Contractor will not introduce into the Colorado interChange or any State system any virus, worm, trap door, back door, timer, clock, counter, or other limiting routine, instruction, or design that would erase data or programming or otherwise cause the Colorado interChange or any State system to become inoperable or incapable of being used in the full manner for which it was designed and created (collectively, "Disabling Code"). In the event a Disabling Code is introduced by Contractor, Contractor shall take all steps necessary, at no additional cost to the State, to remove or remedy the Disabling Code and to restore and/or reconstruct any and all data lost by the State as a result of such Disabling Code. The foregoing shall not apply to any Disabling Code introduced by the State or its employees or agents. In the event that Disabling Code is introduced into the Colorado interChange or a related State system in any manner other than by Contractor, if requested by the State, Contractor shall take all steps necessary, through the Change Management Process, to remove or remedy the Disabling Code and to restore and/or reconstruct any and all data lost by the State as a result of such Disabling Code.

E.   Third Party Warranties and Indemnities

For any third party software provided by Contractor to the State, to the extent possible, Contractor hereby assigns to the State all end-user warranties and indemnities relating to such third party software. To the extent that it is not possible for Contractor to assign any of such end-user warranties and indemnities through to the State, Contractor shall enforce such warranties and indemnities on behalf of the State to the extent Contractor is permitted to do so under the terms of the applicable third party agreements.

F.   Open Source Software

Other than as specified in the Contract, Contractor will provide ten (10) days notice to the State before introducing into the Colorado interChange any "open source," "free software," or "freeware" of any kind or any programming or software that is subject to licensing terms requiring any intellectual property owned or licensed by the State to be generally (i) disclosed or distributed in source code or object code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable.

13.   INSURANCE

Contractor and its Subcontractors appropriate to the subcontractor's activities within this Contract, shall maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies with an AM Best rating of not less than VII-.

A. Contractor

    i. Public Entities

       If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq*., as amended (the "GIA"), then Contractor shall maintain 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. Contractor shall provide a certificate of insurance to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to maintain the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA appropriate to the subcontractor's activities within this Contract.

    ii. Non-Public Entities

       If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall maintain during the term of this Contract insurance coverage meeting the requirements set forth in **§13.B** and with respect to Subcontractors that are not "public entities," Contractor shall require subcontractors to maintain the insurance requirements as outlined below, appropriate to the subcontractor's activities within this Contract.

B. Contractors – Subcontractors

    Contractor shall require Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to maintain insurance requirements substantially similar to the following, appropriate to the subcontractors' activities within this Contract:

    i. Worker's Compensation

       Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance with a limit of $1,000,000 per accident covering all of Contractor's employees acting within the course and scope of their employment.

    ii. General Liability

       Commercial General Liability Insurance written on ISO occurrence form CG 00 01 or equivalent, covering premises operations, Damage to Premises Rented to You, independent contractors, products and completed operations, contractual liability, personal injury, and advertising liability with limits as follows:
       a. $1,000,000 each occurrence;

iii. Reserved

iv. Automobile Liability

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

v. Professional Liability Insurance

Professional Liability Insurance covering financial loss caused by an error, omission or any negligent acts, including loss of Protected Health Information data or claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information, with limits as follows:

a. $1,000,000 each claim; and
b. $1,000,000 general aggregate.

vi. Crime Insurance

Crime Insurance including Employee Dishonesty coverage with limits as follows:
a. $1,000,000 each occurrence; and
b. $1,000,000 general aggregate.

vii. Additional Insured

The State shall be included as additional insured on all Commercial General Liability and Automobile Liability Insurance policies required of Contractor and any Subcontractors hereunder.

viii. Primacy of Coverage

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

ix. Cancellation

The above insurance policies shall include provisions requiring notification of cancellation or non-renewal to Contractor and Contractor shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven (7) days of Contractor's receipt of such notice.

x. Subrogation Waiver

To the extent available, the workers' compensation insurance policy, the general liability insurance policy and the auto insurance policy maintained

by Contractor or its Subcontractors shall include a clause stating that it shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C.   Certificates

Contractor and all Subcontractors shall provide certificates of all insurance showing insurance coverage required hereunder to the State within seven (7) Business Days of the Effective Date of this Contract. No later than seven (7) days after renewal of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within fifteen (15) days of such request supply to the State a certificate of insurance evidencing compliance with the provisions of this **§13**.

14.   BREACH

A.   Defined

In addition to any breaches specified in other sections of this Contract, the failure of Contractor to perform any of its material obligations hereunder in whole or in part consistent with the requirements set forth in this Contract, constitutes a breach. Contractor shall have the right to dispute any such breach in accordance with the Dispute Process in **§20.E**. 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 twenty (20) days after the institution or occurrence thereof, shall also constitute a breach.

B.   Notice and Cure Period

In the event of a breach, the State shall notify Contractor of such in writing in the manner provided in **§16**. If such breach is not cured within thirty (30) calendar days of receipt of written notice or an alternative cure period agreed upon by the Parties prior to the end of such 30 calendar day period, the State may exercise any of the remedies set forth in **§15**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis, or take such other action as may be necessary to prevent irreparable harm. Contractor shall have the right to dispute any breach notification in accordance with the Dispute Process in **§20.E**.

15.   REMEDIES

A.   Termination for Cause and/or Breach

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this **§15** in addition to all other remedies set forth in other sections of this Contract, and without limiting its remedies otherwise available at law or equity, following the notice and cure period set forth in **§14.B**. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively. The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right shall not be a breach of its obligations hereunder.

i.   Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties, except as provided below. However, Contractor shall complete and deliver to the State all Work, Work Product, Services and Goods not previously delivered and not cancelled by the termination notice and may incur obligations as are necessary to do so within this Contract's terms. Such Work, Work Product, Services and Goods shall be the property of the State. The State shall obtain good and clear title to all such Work, Work Product, Services and Goods upon delivery, and Contractor shall provide reasonable assistance to the State to establish, confirm, evidence or enforce such good and clear title. Contractor shall continue performance of this Contract up to the effective date of the termination notice. To the extent the Contract is not terminated, if any, Contractor shall continue performance until the expiration of this Contract. At the sole discretion of the State, Contractor shall assign to the State if possible or reasonably assist the State in the assignment to the State of all right, title, and interest under 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 in which the State has an interest. All materials owned by the State and all Confidential Information of the State in the possession of Contractor shall be promptly returned to the State or destroyed by Contractor if approved by the State unless otherwise required by law. Contractor shall be obligated to return any payment advanced under the provisions of this Contract. Any advanced payments will be specifically identified in the Contract.

ii.   Payments

Upon termination, and subject to the withholding provisions of this Contract, the State shall reimburse Contractor for work performed and accepted in conformance with the requirements specified in this Contract up to the effective date of the termination. If, after termination by the State, it is

determined 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 the same as if this Contract had been terminated in the public interest, as described herein.

iii.   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 by virtue of any breach under this Contract by Contractor and the State may withhold any payment to Contractor, after written notice, as reasonably necessary 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 or the breach is cured and all damages to the State have been fully mitigated. If the Contract is terminated for default, the State may withhold any amount that may be due Contractor as the State deems reasonably necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the reasonable excess costs incurred in procuring similar goods or services related to the termination for default. Contractor shall be liable for reasonable excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover for such termination for default.

iv.   Right to Set Off.

The State shall have the right to set off any amounts owed to Contractor against any damages or charges assessed by the State against Contractor.

v.   Abandonment

a.   Contractor shall not "Abandon" the Work. For the purposes of this Contract, "Abandon," or "Abandonment" means: Contractor's actual willful non-performance of any material aspects of the Work in breach of the Contract, and which results in a material adverse effect on (i) the ability of the State to timely and properly receive and/or use the Colorado interChange and Services, or (ii) critical aspects of the State's internal operations or financial reporting requirements. In the event of an Abandonment, in addition to the other remedies it may have, the State may seek specific performance in a court of competent jurisdiction without the need to demonstrate irreparable harm. The State shall not implement this remedy if the Dispute Process has been completed by both parties and the State fails to make undisputed payments in a timely manner in violation of the terms of this Contract.

b.   In the event of an Abandonment, in addition to the other remedies it may have, State may, but shall not be required to (a) terminate this

Contract for cause upon notice to Contractor pursuant to Section **§14**; or (b) seek specific performance of the Contract. In addition, in the event of an Abandonment, upon request by the State, Contractor shall provide, at no additional cost to State, all services and meet all requirements for the Turnover Phase, as described in **Exhibit D**, Project Phase Document, and all services and requirements contained within **Exhibit C**, Requirements, that are related to the Turnover Phase and Turnover Plan, which will last no more than twelve (12) months. These requirements include all requirements of **Exhibit C**, Requirements, Section 15, Colorado Interchange Project Phases, Turnover Phase. The exercise of State's rights under this section shall not waive or release any rights, claims or remedies that State may have for the Abandonment. The Contractor and the State shall mitigate any damages that accrue as a result of Abandonment. Notwithstanding anything contained herein to the contrary, Contractor expressly waives and disclaims any right or remedy it may have to discontinue the performance of the Work or any portion thereof.

B.   Early Termination in the Public Interest

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract, in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by **§15.A** or as otherwise specifically provided for herein.

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. The State shall provide Contractor with as much notice as is reasonably possible under the circumstances.

ii.   Obligations and Rights

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in **§15.A.i**.

iii.   Payments

If this Contract is terminated by the State pursuant to this **§15.B**, Contractor shall be paid for work performed and accepted in accordance with the requirements of this Contract. Additionally, if this Contract is less than 60% completed upon the effective date of such termination, the State may

reimburse Contractor for actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor prior to the effective date of the termination in the public interest which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

C.   Additional Remedies

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i.   Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Contract, pending necessary corrective action as specified by the State without entitling Contractor to an adjustment in price/cost or performance schedule, based on Contractor's failure to perform the suspended portions of the Contract in accordance with the Contract's requirements. Contractor shall promptly cease performance and shall promptly cease 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 under this provision.

ii.   Withhold Payment

Withhold payment to Contractor until Contractor's performance or corrections in Contractor's performance are satisfactorily made and completed in accordance with this Contract as reasonably necessary 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 or the breach is cured and all damages to the State have been fully mitigated.

iii.   Deny Payment

Deny payment for those obligations not performed or that cannot be performed, to the extent due to Contractor's actions or inactions; provided, that any denial of payment shall be associated with only the obligations not performed in accordance with this Contract.

iv.   Removal

The State may request removal from work on the Contract of any of Contractor's employees, agents, or Subcontractors whom the State reasonably determines to be incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interest. For any requested removal of Contractor's employees, agents or Subcontractors,

in a non-emergency situation, the State shall provide written notice to Contractor identifying each element of dissatisfaction and Contractor shall have ten (10) Business Days from receipt of such written notice to provide the State with a written action plan to remedy each stated point of dissatisfaction. In the event of an emergency, the Department's Division Director of the Claims Systems and Operations Division and Contractor's Account Manager will meet within 24 hours to determine an expeditious resolution. In the event that completion of the action plan fails to reasonably remedy all stated points of dissatisfaction, Contractor shall remove the employees, agents or Subcontractors as requested by the State**.**

v.   Equitable Relief

The State may seek immediate equitable remedies if believed necessary to prevent irreparable harm, and the State is not required to provide notice and opportunity to cure in such situations.

D.   Multiple Remedies.

The State may exercise multiple remedies as provided in this Contract or by applicable law, provided that the State shall not receive double recovery for actual damages.

E.   Liquidated Damages

i.   Contractor acknowledges that late or improper completion of the Colorado interChange will cause loss and damage to the State, and that it would be impracticable and extremely difficult to determine the actual damage sustained by the State as a result; it is for this reason that the Parties have agreed, pursuant to this Section § **15.E**, that liquidated damages will be imposed if certain delays in Quarterly Milestones are experienced. The Parties agree that the amount of liquidated damages specified in this **§15.E** represents a reasonable estimation of damages that will be suffered by the State for late or improper performance. Liquidated damages may be deducted by the State from any money payable to Contractor pursuant to this Contract related to Contractor's failure to meet Quarterly Milestones as set forth below:

a.   If a Quarterly Milestone is missed, then Contractor must analyze whether any changes are necessary to the mutually agreed timeline and provide an updated timeline to the State for approval by the State.

b.   The date when a Quarterly Milestone is due from Contractor and the Operational Start Date in effect at the time when the Quarterly Milestone is due are set forth in the Project Management Plan, as described in **Exhibit C**, Requirements.

ii.   If Contractor's failure to meet a Quarterly Milestone increases the Operational Start Date in effect at the time when the Quarterly Milestone is due, the State

may assess damages in the amount of $4,000 per Business Day until the Quarterly Milestone is met.

iii.   If Contractor's failure to meet a Quarterly Milestone does not increase the Start Date, the State may assess damages in the amount of $1,000 per Business Day until the Quarterly Milestone is met.

v.   The deliverable and acceptance for a Quarterly Milestone shall be that as established in **Exhibit A**, Statement of Work, Section 5.

    a.   If Contractor does not deliver a Quarterly Milestone by the date established in the Project Management Plan then damages will be assessed starting on the date that the Quarterly Milestone was due.

    b.   If the Department directs Contractor to make changes to the Quarterly Milestone deliverable or if the entire Quarterly Milestone deliverable is rejected, and if Contractor makes changes such that Quarterly Milestone deliverable is accepted by the State the within the timeframe as specified in **Exhibit A**, Statement of Work, Section 5 then no damages will be assessed.

    c.   If the Department directs Contractor to make changes to the Quarterly Milestone deliverable or if the entire Quarterly Milestone deliverable is rejected, and if Contractor does not make changes such that Quarterly Milestone deliverable is accepted by the State the within the timeframe as specified in **Exhibit A**, Statement of Work, Section 5 then damages will be assessed starting on the date that Contractor's timeframe has ended as specified in **Exhibit A**, Statement of Work, Section 5.

    d.   Damages will not be assessed during the timeframe that a Quarterly Milestone is being reviewed by the State.

iv.   Contractor may dispute liquidated damages in accordance with §**20.E** if Contractor believes it is not at fault or if the liquidated damages are not assessed correctly (e.g., per Business Day amount, the number of Business Days assessed under the liquidated damages) or that damages are the result of acts or omissions of the State or its agents or events of Force Majeure.

vi.   For any liquidated damages assessed under Section **15.E.ii**:

    a.   If the Parties subsequently agree, or it is determined by the outcome of the Dispute Process, that the failure to meet the Quarterly Milestone will not delay the Operational Start Date in effect at the time when the Quarterly Milestone was due, any liquidated damages assessed for such failure will be reduced to $1,000 per Business Day; and

b.   If Contractor meets the Operational Start Date in effect at the time when the Quarterly Milestone was due, any liquidated damages that were previously assessed under Section **15.E.ii** and not reduced pursuant to **Section 15.E.v.a.** above will be reduced to $1,000 per Business Day.

For Example:

If the Quarterly Milestone is due on March 31st (assuming March 31st is a Monday), is delivered on April 11th then there are 10 days of damages.

If the Quarterly Milestone is due on March 31st, is delivered on March 31st, the State reviews for 10 days, and accepts, then no damages.

If the Quarterly Milestone is due on March 31st, is delivered on March 31st, the State reviews for 10 days, and requests changes or rejects, Contractor has 10 days to fix with no damages.

If the Quarterly Milestone is due on March 31st, is delivered on March 31st, the State reviews for 10 days, and requests changes orrejects, if Contractor does not return a revised Quarterly Milestone, the damages start immediately after Contractor's 10 days ends. If Contractor returns the revised Quarterly Milestone on day 12, then only two days of damages would be assessed.

If the Quarterly Milestone is due on March 31st, is delivered on March 31st, the State reviews for 10 days and requests changes or rejects, Contractor has 10 days to fix with no damages. Then, the State has five days to review and request changes again, and then Contractor has another five days to fix again, then there begins a two day turn around for the State and Contractor to review and fix. This can continue without any damages assuming that everyone meets their timeline and the Quarterly Milestone is eventually fixed.

F.   Other damages

i.   Following November 1, 2017, damages shall be imposed if claims processing is not fully operational and the Colorado interChange and Services are not operational as described in **Exhibit C**, Requirements, and Contractor is determined to be at fault for the delay based on the outcome resulting from the Dispute Process (as described in **§20.E**). Damages will be assessed on a monthly basis based on the increase in the incremental difference between the amount that must be paid to the current MMIS contractor and the contractual amount to be paid to Contractor. Contractor and the State will in good faith mitigate, to the extent possible, any damages. Contractor will not be paid any amount during such delay. This Section 15.F.i. may only be modified through a formal Contract amendment under Section 19.H.i and the date may not be extended through the use of the Project Management Plan.

ii.   If CMS certification is not granted within eighteen (18) months of the first day of the Ongoing Operations and Enhancements Contract Stage, and Contractor is determined to be at fault for the delay based on the outcome resulting from the Dispute Process (as described in Section **§20.E**) Contractor will reimburse the Department an amount equal to the difference between the 75% Federal Financial Participation rate for a CMS certified system and the 50% Federal Financial Participation rate the Department incurred for operating an non-CMS certified system during the period the system is not certified by CMS. If CMS certifies the MMIS back to Operational Start Date, then the State will equitably reimburse Contractor for the amounts that were assessed under this Section (ii).

G.   Damages Disputes

All damages will be assessed via the remedies Dispute Process (as described in **§20.E**) for any BIDM or PBMS implementation delays or unmet contractual obligations that impact the Colorado interChange and Services implementation.

H.   Warranty Period

The first 365 calendar days beginning on the first day of the Ongoing Operations and Enhancements Contract Stage shall be considered the "Warranty Period". The Warranty Period covers the agreed upon functionality and Contractor shall be responsible to correct all Defects in order to allow the Colorado interChange to operate according to Contract requirements and Specifications. Contractor does not necessarily need to correct all Defects during the Warranty Period, but all Defects identified by the Department or Contractor during the Warranty Period shall be corrected by Contractor within a reasonable timeframe at its expense and at no additional cost to the Department, or as agreed upon through the Change Management Process. Contractor will maintain routine Colorado interChange performance and Fiscal Agent Operations while correcting the Defects.

16.   NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. Unless otherwise required by a specific provision of this Contract, all notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For the State: Parrish Steinbrecher, Claims Systems and Operations Division Director
Department of Health Care Policy and Financing
1570 Grant Street
Denver, Colorado 80203
Parrish.Steinbrecher@state.co.us

For Contractor: Ruth Bryson, Account Executive
                    HP Enterprise Services, LLC
                    5400 Legacy Dr.
                    Plano, TX 75024
                    ruth.bryson@hp.com

17.   RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

A.   Ownership.

All software, information and materials and all intellectual property rights in and to such software, information and materials owned by Contractor prior to the Effective Date (collectively "Contractor Property") shall be the sole and exclusive property of Contractor. All Work, Work Product and Goods shall be the property of the State. The State shall obtain good and clear title to all such Work, Work Product and Goods and Contractor shall provide reasonable assistance to the State to establish, confirm, evidence or enforce such good and clear title. All Work, Work Product, Goods and all intellectual property rights in and to such Work, Work Product, and Goods developed or invented pursuant to this Contract, or otherwise resulting from this Contract, (collectively "State Property") shall be the sole and exclusive property of the State. The Colorado interChange will be licensed in accordance with 42 CFR § 495.360, 45 CFR § 95.617, and 45 CFR § 92.34, software and ownership rights. To the extent that any State Property may be considered a "work made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Copyright Act"), the parties agree that such State Property shall be considered a work made for hire. If and to the extent that any State Property may not be considered a "work made for hire" within the meaning of the Copyright Act, Contactor agrees that all exclusive right, title and interest in and to such State Property, and all copies thereof, are hereby expressly assigned automatically to the State without further consideration. Any agreement entered into by Contractor and a third party which may or does relate to the creation, development, invention of any State Property shall include terms that ensure that the State obtains the same rights in the State generated under such agreement as those set forth in this **§17.A**. Contractor agrees to reasonably assist the State in confirming, obtaining and enforcing all rights and other legal protections for the State Property and to execute any and all documents that the State may reasonably request in connection therewith, including without limitation any patent or copyright assignment document(s), without additional cost to the State. To the extent that any State Property constitutes a derivative work as defined in the Copyright Act, upon request by the State, Contractor shall identify the nature of the preexisting work(s), their owner and the source of Contractor's authority to create the derivative work.

B.   Licenses.

Contractor hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense to Third Party Users, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all Contractor Property provided pursuant to this Contract that is incorporated in or necessary for the use, development, installation, Maintenance and revision of the Colorado interChange

and Services, except for Contractor Property identified in **Exhibit E**, Compensation and Quality Maintenance Payments, Section 1.1.1.4.1. The State hereby grants to Contractor a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the deliverables under this Contract for the purpose of providing services to its other customers that are similar to the services under this Contract. Colorado interChange Source Code will be made available to the State upon request with thirty (30) days previous notice and be made available quarterly to the State.

C.   Third Party Property.

For any property or intellectual property rights of third parties, including without limitation software, used in or incorporated in the Colorado interChange and Services by Contractor, or necessary for the use of the Colorado interChange by the State, (collectively "Third Party Property") Contractor shall obtain and maintain, without additional cost to the State, all necessary rights for Contractor and the State to use all Third Party Property for the purposes contemplated by this Contract. For all Third Party Property that comprises software, Contractor will provide copies of all licenses applicable to such software to the State upon reasonable request by the State and at the time of the Turnover Phase, as defined in **Exhibit D**, Project Phase Document.

D.   Underlying Technology.

Nothing contained in this Contract will restrict either party from using any ideas, concepts, know how, methodologies processes, technologies, algorithms, or techniques that either party, individually or jointly, develops or discloses under this Contract, provided that in doing so the party does not breach its confidentiality obligations or infringe the intellectual property rights of the other party or third parties who have licensed or provided materials to the other party. Nothing in this Contract will prevent either party from independently developing any software or technology that is the same or similar to any software or technology owned by the other party so long as the developing party does not infringe or misappropriate any intellectual property rights of the other party.

E.   Avoidance of Infringement.

In performing under this Contract, Contractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor becomes aware of any such possible infringement during in the course of performing under this Contract, Contractor shall immediately inform the State in writing.

F.   Indemnification.

Contractor will defend, indemnify and hold the State harmless from and against any and all claims, actions, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret

rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, relating to any Contractor Property or State Property or any portion thereof, or the use thereof by the State or its agents or employees. The State shall: (i) give Contractor written notice within thirty (30) days of receipt by the State of notice of such claim or action; and (ii) allow Contractor to control, and provide reasonable assistance and cooperation to the Contractor in connection with such claim or action and all related negotiations. Contractor shall keep the State advised of any defense or settlement. Contractor shall not enter into any stipulated judgment or settlement that purports to bind the State without the State's express written Authorization, which shall not be unreasonably withheld or delayed. The State may, at its discretion, participate in any defense. The foregoing obligations shall not apply to the extent such infringement results solely from or is based solely on (i) any use of the product or service or modifications to the product or service by the State that was not contemplated by Contractor or described in this Contract, or (ii) the combination by the State of such product or service with any equipment, software or other materials that were not provided or expressly approved by Contractor. For the avoidance of doubt, the obligations of Contractor under this Section **17.F** are not subject to Section **19.P**.

G. If any Contractor Property or State Property or any portion thereof, or the use thereof by the State or its agents or employees, is found to infringe (including contributory infringement), misappropriate, or violate a third party's patent, copyright, trade secret right, trademark, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, and the completion, implementation or use pursuant to this Contract of any such Contractor Property or State Property or any portion thereof is impaired thereby, Contractor shall, at no charge to the State, and in addition to the State's other rights and remedies, (a) secure for the State and Contractor, to the extent necessary, the right to complete, implement, and use such Contractor Property or State Property as allowed under this Contract, (b) if (a) is not reasonably available, modify or replace Contractor Property or State Property so that they are non-infringing and provide similar features, functionality, or performance, or (c) if (b) is not reasonably available, refund to the State all amounts paid for Contractor Property or State Property under this Contract.

H. The obligations described in this section **§17** shall survive the termination, expiration, cancellation or non-renewal of this Contract. Contractor shall be liable for all costs and expenses incurred by the State under **§17**. Subject to Section **19.P**, Contractor shall reimburse and indemnify the State or its insurers for any claim(s) not covered by Contractor's insurance including deductibles, retentions, self-insurance, co-insurance, uninsured or excess amounts.

18.   GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, and the risk management statutes, CRS §24-30-1501, *et seq.*, as now or hereafter amended or as otherwise provided by law.

19. GENERAL PROVISIONS

A. Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer or subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor and the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all of the Work performed under this Contract, regardless of whether Subcontractors are used and for all aspects of subcontracting arrangements and performance. Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be in writing and submitted to the State upon request. Any and all subcontracts entered into by Contractor related to its performance hereunder shall require the Subcontractor to perform in accordance with the terms and conditions of this Contract and to comply with all applicable federal and state laws. Any and all subcontracts shall include a provision that such subcontracts are governed by the laws of the State of Colorado.

B. Binding Effect

Except as otherwise provided in **§19.A**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

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.

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

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

F. Indemnification

Subject to Section **19.P**, Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all third party claims, actions, damages, liability and court awards, including costs, expenses, and reasonable

attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not 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 or hereafter amended.

G.   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.

H.   Modification

    i.   By the Parties

    Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in an 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 of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

    ii.   By Operation of Law

    This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification shall be reviewed through the Change Management Process to determine whether changes are required in the Contract.

I.   Order of Precedence

The provisions of this Contract shall govern the relationship of the State and Contractor. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
i.   Colorado Special Provisions
ii.   HIPAA Business Associate Addendum and Attachment A
iii.   The provisions of the main body of this Contract
iv.   **Exhibit A**, Statement of Work
v.   **Exhibit C**, Requirements
vi.   **Exhibit G**, Performance Standards

vii.	**Exhibit E**, Compensation and Quality Maintenance Payments
viii.	**Exhibit D**, Project Phase Document
ix.	**Exhibit F**, Terminology
x.	**Exhibit B**, Sample Option Letter
xi.	**Exhibit H**, State Cybersecurity Policies

The provisions of the main body of this Contract are not intended to supersede or limit the obligations and requirements set forth in the Exhibits.

J.   Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided the Parties can continue to perform their obligations under this Contract in accordance with its intent.

K.   Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, Sections **9, 10, 15, 17, 19, 20.E** and all provisions of this Contract requiring continued performance, compliance, or effect after termination, cancellation or expiration hereof, shall survive such termination, cancellation or expiration and shall be enforceable by the State if Contractor fails to perform or comply as required.

L.   Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201, *et seq*. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided, however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

M.   Third Party Beneficiaries

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.

N.	Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O.	CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, *et seq*.

P.	Limitation of Liability for MMIS Contract

The aggregate liability of Contractor, for this Contract only, under the agreement for claims other than indemnification for intellectual property infringement (§17.F), fines imposed by U.S. DHHS for violations of HIPAA (§10.E), bodily injury (including death) and damage to tangible personal property (including Software And Data) shall be limited to the following:

i.	During the Implementation Contract Stages, as defined in **Exhibit A**, Statement of Work, twice the value of the original Contract for the Implementation Contract Stages, excluding any amounts added by amendment. In no event, shall Contractor be responsible for any indirect, punitive or consequential damages.

ii.	During the Ongoing Operations and Enhancements Contract Stage, as defined in **Exhibit A**, Statement of Work, one times the value of the original Contract, for Ongoing Operations and Enhancements Contract Stage, excluding any amounts added by amendment. In no event shall Contractor be responsible for any indirect, punitive or consequential damages.

Q.	No Construction Against Drafter

The Parties acknowledge that the terms of this Contract have been negotiated by the parties and agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Contract.

20.	**ADDITIONAL GENERAL PROVISIONS**

A.	Compliance with Applicable Law

Contractor shall at all times during the Contract term strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations. 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 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, *et seq*.

Contractor also shall comply with any and all laws and regulations prohibiting discrimination. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, Contractor makes the following assurances, upon which the State relies.

i.   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 Contractor, or be subjected to any discrimination by Contractor.

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

i.   If this is a covered transaction or the Contract amount exceeds $100,000.00, 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.

ii.   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 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.

iii.   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.

iv.   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.

v.   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 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 or any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather or other acts or events outside the reasonable control of a Party.

E. Dispute Process

i. Contractor and the State will follow the Dispute Process as outlined in this **§20.E**. The Dispute Process will be used for all disputes or disagreements ("Dispute") between the State and Contractor.

   a. A Type 1 Dispute is one that is considered severe enough to negatively impact the timeline for development or implementation of the Colorado interChange or the continued operation of the Colorado interChange, or that has a direct financial impact on one of the Parties. Contractor's failure to meet a Quarterly Milestone is considered a Type 1 Dispute. In addition, any Dispute that impacts Contractor's timing or amount of a Quality Maintenance Payment, as defined in **Exhibit E**, Compensation and Quality Maintenance Payments, is considered a Type 1 Dispute.

   b. Type 2 Disputes are ones that are considered less severe than a Type 1 Dispute or do not have a direct financial impact on either Party. Any Dispute not considered a Type 1 Dispute is a Type 2 Dispute.

iii. The State and Contractor are expected to resolve Disputes at the lowest level possible and as quickly as possible to maintain a positive working relationship and maintain the timeline for implementation of the Colorado interChange. If the Dispute cannot be resolved, the Parties shall escalate the dispute in the following manner:

   a. Level 1: The Dispute will be discussed and resolved by the Department's Division Director of the Claims Systems and Operations Division and Contractor's Account Manager. If the Dispute is not resolved at this level, the Parties shall escalate it to Level 2. During the Implementation Contract Stages, this process will take no longer than ten (10) Business Days for Type 2 Disputes and five (5) Business Days for Type 1 Disputes.

   b. Level 2: The Dispute will be discussed and resolved by the Executive Director of the Department or his or her written

Designee and the Chief Executive Officer of Contractor or his or her written Designee. Should the Dispute not be resolved at this level, the Parties will escalate it to Level 3. During the Implementation Contract Stages, this process will take no longer than twenty (20) additional Business Days for Type 2 Disputes and ten (10) Business Days for Type 1 Disputes.

c.   Level 3: Any Dispute unresolved in Level 1 and 2 will be escalated to a mediator of the Mediation Center of Colorado or such other mediation provider as may be agreed. Each Party will choose an eligible mediator. Those two individuals will select a third individual to act as a mediator for this Dispute. The Parties will share the cost of the mediator equally. He or she will engage both parties in mediation in Denver, Colorado. During the Implementation Contract Stages, this process will take no longer than twenty (20) additional Business Days for Type 2 Disputes and ten (10) Business Days for Type 1 Disputes.

d.   During the Ongoing Operations and Enhancements Contract Stage, the time to escalate a Dispute from Level 1 to Level 2 to Level 3 may be modified through a Contract amendment, if a longer period to resolve Disputes prior to mediation is desired by both parties.

e.   To initiate the Dispute Process, the Division Director of the Claims Systems and Operations Division or Contractor's Account Manager must issue a notice to the other in writing, as defined in the Communication Management Plan, as defined in **Exhibit C**, Requirements.

iii.   The Dispute Process is available to both Parties and, subject to the limitations set forth below, it shall be used to resolve all issues that arise under this Contract including, but not limited to:
a.   All contract requirements covered in the Contract.
b.   The payment of Quality Maintenance Payments.
c.   Assessment and calculation of liquidated damages.
d.   Withholding or denial of payment.
e.   Removal of a Key Personnel or Subcontractors under the Contract.
f.   Termination for cause and/or breach or early termination in the public interest.
g.   Contractor's failure to perform its responsibilities, which may or may not impact Quality Maintenance Payments or Performance Standards, as defined in **Exhibit G**, if such failure is the result of the State's or its agent's failure to perform its functions or obligations under the Contract.

iv.   The Parties agree that they will participate in the Dispute Process in good faith and will attempt to resolve Disputes as quickly as possible. Except for situations where equitable relief is necessary to prevent irreparable harm, the Parties will complete the Dispute Process before initiating any legal action to resolve the Dispute.   If equitable relief is necessary to prevent irreparable harm a Party may proceed with a legal action to seek such relief without completing or participating in the Dispute Process. For avoidance of doubt, any breach of obligations with respect to Confidential Information or personal information shall be deemed to cause irreparable harm and a Party may immediately seek equitable relief without the necessity of showing irreparable harm or posting bond.

v.   Continued Performance.

Except where clearly prevented by the area in dispute, both Parties shall continue performing their obligations under this Contract while the dispute is being resolved under this Section 20.E unless and until the dispute is resolved or until this Contract is terminated. The time frame to cure any breach of the terms of this Contract shall not be tolled by the pendency of any dispute resolution procedures.

F.   Lobbying

Contractor certifies, to the best of its knowledge and belief, that:

i.   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.

ii.   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, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii.   Contractor 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.

iv. 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.

G. Cyber Security Requirements.

The following obligations shall apply with respect to this Contract.

i. Protection.

a. If Contractor or any of its Subcontractors provide physical or logical storage, processing or transmission of Confidential Information, Contractor shall provide, and shall cause its Subcontractors to provide, physical and logical protection for Confidential Information while in Contractor's possession or control that meets or exceeds the standards identified in **Exhibit H**, State Cybersecurity Policies and the requirements set forth in this Contract. Contractor shall provide the State with reasonable access, subject to Contractor's reasonable access security requirements and reasonable notice, for the purpose of inspecting and monitoring access and use of data, and evaluating physical and logical security control effectiveness.

b. Contractor shall at all times maintain, and shall cause its Subcontractors to maintain, network, system, and application security, which includes network firewalls, intrusion detection, and annual security testing required by the Colorado Office of Information Security within the Governor's Office of Information Technology ("OIS"). All Confidential Information shall be stored, processed, or transferred only in or to facilities located within the United States. Contractor shall comply, and shall cause its Subcontractors to comply, with applicable State and federal regulations and guidelines related to security, confidentiality and auditing. Without limiting the foregoing, Contractor shall implement and maintain, and shall cause its Subcontractors to implement, monitor and maintain, network, system and application security measures meeting or exceeding the standards, as identified in **Exhibit H**, State Cybersecurity Policies. Contractor shall develop, as part of the System Security Plan, a process to define and promptly report breaches or attempted breaches of network, system, or application security to a representative of the OIS and the State.

c. Contractor shall review, on a semi-annual basis, the Colorado Cyber Security Program (CCSP), posted at: http://www.colorado.gov/cs/Satellite/Cyber/CSIO/1207820732279 (or any successor web site thereto), and its related documents,

including its policies and procedures to ensure compliance with the standards and guidelines published therein, such that changes may be implemented through the Change Management Process.

    d.   Contractor shall reasonably cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS, which tests can be done not more often than one (1) time in any rolling six (6) month period. Contractor shall follow the State's Data Handling and Disposal policy, which is attached as **Exhibit H**, State Cybersecurity Policies. Contractor shall perform or shall have had performed, and shall cause its Subcontractors to perform background checks on all of its respective employees and agents performing onsite Services or having access to Confidential Information.

    ii.   Security Notice.

Contractor is responsible for the security of all data and information provided to it by the State while any such data and information is in Contractor's possession or control. Contractor shall comply, and shall cause its Subcontractors to comply, with the State's Cyber Security Policies, which are attached as **Exhibit H**, State Cybersecurity Policies.

    iii.   Security Breach Remediation.

In the case of any security breach or unauthorized access to or use of any Personal Identifying Information, as defined in CRS § 18-5-901 (13), Contractor and any Subcontractor will comply with Colorado's Consumer Protection Law.

21.   COLORADO SPECIAL PROVISIONS

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

    A.   **CONTROLLER'S APPROVAL**. **CRS §24-30-202(1)**. This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

    B.   **FUND AVAILABILITY**. **CRS §24-30-202(5.5)**. Financial obligations of the State payable after the current 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, CRS §24-10-101 *et seq*., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq*., as applicable now or hereafter amended.

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 **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** 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 D00200**. 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**. **CRS §§24-18-201 and 24-50-507**. 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**. **CRS §§24-30-202 (1) and 24-30-202.4**. [*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** *[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 or the Department program established pursuant to CRS §8-17.5-102(5)(c), 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 (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department 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 Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 *et*

seq., 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. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

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SIGNATURE PAGE
THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* **Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR
HP Enterprise Services

_____
*Signature

Date: 2/20/2014

By: STUART L BAILEY
Name of Authorized Individual

Title: VP STATE & LOCAL HEALTH WEST
Official Title of Authorized Individual

STATE OF COLORADO
John W. Hickenlooper, Governor
Department of Health Care Policy and Financing

Susan E. Birch, MBA, BSN, RN
Executive Director
Signatory avers to the State Controller or
delegate that Contractor has not begun
performance or that a Statutory Violation
waiver has been requested under Fiscal Rules

Date: 2/25/14

LEGAL REVIEW
John W. Suthers, Attorney General

By:_____
Signature - Assistant Attorney General

Date:_____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Health Care Policy and Financing

Date: 2-28-14

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 Contractor. For purposes of this Addendum, the State is referred to as "Department", "Covered Entity" or "CE" and 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 "Privacy Rule") and other applicable laws, as amended.

C.   As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to 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.   <u>Definitions.</u>

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

        b.   <u>"Protected Health Information"</u> or <u>"PHI"</u> 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 Privacy Rule, 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 or received 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.

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 Privacy Rule 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 accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b.   Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule 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, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from 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 (ii) an agreement from such third party to notify Associate within two 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 Security Rules, 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.

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. <u>Associate's Agents</u>. 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. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions shall mitigate the effects of any such violation.

f. <u>Access to Protected Information</u>. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in 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 Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524.

g. <u>Amendment of PHI</u>. 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, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, 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. <u>Accounting Rights</u>. Within ten (10) Business Days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by, 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an Authorization as provided in 45 C.F.R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F.R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's Authorization, or a copy of the written request for disclosure. 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. <u>Governmental Access to Records</u>. Associate shall 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 compliance with the Privacy Rule. 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.

 j. <u>Minimum Necessary</u>. 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 Privacy Rule including, but not limited to, 45 C.F.R. Sections 164.502(b) and 164.514(d).

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

 l. <u>Retention of Protected Information</u>. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its agents or subcontractors 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. <u>Associate's Insurance</u>. Associate shall maintain casualty and liability 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. <u>Notification of Breach</u>. During the term of this Contract, Associate shall notify CE within two (2) Business Days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Such notice 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, Inspections 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; (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; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. 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 to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any Specifications set forth in Attachment A.

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, provided Associate has agreed to such a restriction. 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 to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any Specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R. Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitation(s) may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent 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. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall review CE's designated web

site for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

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.

                (3)   Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4(a), CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

                (4)   Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for the public interest, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for the public interest, as described in this Contract.

        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 and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. <u>Judicial or Administrative Proceedings</u>. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. <u>Effect of Termination</u>.

(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 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 PHI, Associate shall certify in writing to CE that such PHI 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. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is 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 information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

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

6.   <u>No Waiver of Immunity</u>. 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 24-10-100 *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.   <u>Limitation of Liability</u>. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8.   <u>Disclaimer</u>. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or HIPAA Regulations 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.   <u>Certification</u>. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA 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 HIPAA, the HIPAA Regulations 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 HIPAA, the Privacy Rule, the Final HIPAA Security Regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. §164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. 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 HIPAA, the Privacy Rule 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 HIPAA and the Privacy Rule.

        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 HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, 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 HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. 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(d) ("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.

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 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:

Contractor will notify the State of any proposed subcontractor or agent before providing access to PHI as required by the Contract.

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 PHI 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.

6.   Additional Terms. [Section 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.]:

No additional terms.

EXHIBIT A, STATEMENT OF WORK

1. CONTRACT STAGES AND PROJECT PHASES

1.1.   Contract Stages

1.1.1.   All of the following stages shall be part of this Contract:

1.1.1.1.   Business Process Reengineering (BPR) Contract Stage.

1.1.1.1.1.   The BPR Contract Stage shall include a comprehensive review of the Colorado Medical Assistance program workflows, payment processes, and business processes to provide the Department with recommendations on how to best integrate those functions with the Colorado interChange and Services.

1.1.1.1.2.   The intent for the BPR Contract Stage is not for the Contractor to build the Colorado interChange based on the Department's current workflows, payment processes, and business processes, but rather for the Department staff to modify their current workflows, payment processes, and business processes to fully and efficiently utilize the Colorado interChange.

1.1.1.2.   Implementation Contract Stage I, which includes the implementation of the Provider Enrollment Tool.

1.1.1.2.1.   The intent of Implementation Contract Stage I is for the Contractor to support the provider re-enrollment/validation process required as part of the Colorado interChange implementation and ensure that Online Provider Enrollment and enrollment processes are compliant with the ACA Provider Screening Rules.

1.1.1.3.   Implementation Contract Stage II, which includes implementation of the Colorado interChange.

1.1.1.3.1.   The intent of Implementation Contract Stage II is for the Contractor to implement all functionality required to process and pay claims and initiate Fiscal Agent Operations, and assist the Department with initiation of CMS Certification activities.

1.1.1.4.   Implementation Contract Stage III, which includes implementation of all supporting services.

1.1.1.4.1.   The intent of Implementation Contract Stage III is for the Contractor to provide technical support of CMS Certification, and implement components of the Colorado interChange that are noted as being due during Implementation Contract Stage III in Exhibit C.

1.1.1.5.   Ongoing Operations and Enhancement Contract Stage, which includes ongoing Colorado interChange operations and Fiscal Agent Operations.

1.1.1.5.1.   The intent of the Ongoing Operations and Enhancement Contract Stage is to provide operation of the Colorado interChange, improve the Colorado interChange with Enhancements as determined by the Department, improve

enterprise integration, and provide the ongoing Fiscal Agent Operations related to the operation of the Colorado interChange.

1.1.1.5.2.   The Ongoing Operations and Enhancement Contract Stage shall include separate years in which this Contract Stage occurs.

1.1.1.5.3.   The first year of the Ongoing Operations and Enhancement Contract Stage shall begin as specified in the most recently approved Project Management Plan. Each subsequent year of the Ongoing Operations and Enhancement Contract Stage shall begin annually as defined in the Project Management Plan.

1.1.2.   Each Contract Stage shall not begin until the entrance criteria for the Project Phases in Exhibit D contained in that Contract Stage have been met. Each Contract Stage shall only end once all exit criteria for the Project Phases in Exhibit D contained in that Contract Stage have been met and all requirements in Exhibit C for that Contract Stage have been completed.

1.1.2.1.   Any stage may occur concurrently with any other stage based on the timelines, entry and exit criteria, and requirements for each stage.

1.1.2.2.   Each Contract Stage will begin and end on the dates contained in the most recently approved Project Management Plan.

1.2.   Project Phases

1.2.1.   This Contract shall include all Project Phases included in Exhibit D.

1.2.1.1.   All entrance and exit criteria listed for a Project Phase in Exhibit D shall be completed. It may be completed in a staggered fashion for development components as described in the Project Management Plan.

1.2.2.   During each Project Phase, the Contractor shall perform all Contractor responsibilities listed for that Project Phase in Exhibit D.

2. REQUIREMENT COMPLIANCE

2.1.   In addition to all requirements described in this Statement of Work, the Contractor shall comply with all requirements contained in Exhibit C, Requirements.

2.1.1.   The Contractor shall comply with each requirement listed in Exhibit C during the Contract Stage or stages noted in that requirement. A requirement shall be implemented in the stage provided in Exhibit C for that requirement. Once a requirement is implemented, the Contractor shall comply with ongoing responsibilities to maintain the implemented requirement in all future stages.

2.1.2.   The Contractor shall meet all performance standards contained in Exhibit E and Exhibit G.

2.1.3.   Contractor's Approach

2.1.3.1.   The Contractor's Approach provides a general description of how the Contractor will comply with each requirement in Exhibit C. This section is not intended to be exhaustive of how the Contractor will comply with the requirement and shall not limit the Contractor's responsibility to comply with any requirement.

2.1.3.2.　　For any requirement where the Contractor's approach requires approval from the Department, the Contractor shall implement that requirement as proposed by the Contractor and approved by the Department.

2.1.3.3.　　In the event that the Contractor determines that a different approach is necessary for a requirement, the Contractor shall propose to the Department how it will modify its approach through the Change Management Process.

2.1.4.　　For each requirement in Exhibit C that requires the Contractor to create, establish, develop, compile or prepare any document, plan or deliverable, the document, plan or deliverable shall be considered a document deliverable, as described in section 5.1 of this Statement of Work and shall be subject to all deliverable submission and acceptance requirements described in that section.

3. LOCATION OF CONTRACT FUNCTIONS

3.1.　　In no event shall the Contractor perform any Work outside of the United States or its territories. At no time shall the Contractor maintain, use, transmit, or cause to be transmitted information governed by privacy laws and regulations outside the United States and its territories.

4. CONTRACT PERSONNEL

4.1.　　The Contractor shall develop and maintain appropriate staffing levels throughout the term of this Contract and shall adjust its resources, as necessary, to maintain compliance with all requirements of this Contract.

4.2.　　The Contractor shall provide at least thirteen (13) FTEs to provide and support ten-thousand and four-hundred (10,400) hours of Configuration and Customization work under this Contract on an annual basis during the Ongoing Operation and Enhancement Contract Stage. These FTEs shall include all Testing and Validation Staff, Business Analyst Staff, Technical Writing and System Documentation Staff and Project Management Staff required to provide the Configuration and Customization hours described herein. The hours of work associated with the FTEs that the Contractor shall provide are shown in the following table, but the Contractor may adjust the hours between types of FTEs as necessary.

4.2.1.　　Included Enhancement Hours Table

Enhancement Position	Included Hours each year
Configuration and Customization Staff	10,400
Testing and Validation Staff	7,800
Business Analyst Staff	2,600
Technical Writing and System Documentation Staff	1,300
Project Management Staff	3,900
Total Annual Hours	**26,000**

4.3.　　The Department may add additional FTE or hours, at the rates shown in Exhibit E, Section 1.1.3.1, Enhancement Project Rate Table, through the use of an Option Letter.

4.4. The Contractor shall report monthly upon the status of hours expended on a per project basis and those left for that year of the Ongoing Operations and Enhancement Contract Stage as described in the Communications Plan. On a quarterly basis, the Contractor shall prepare a report for the Department's approval describing how it shall meet the total annual Enhancement hours. With the Department's approval, the Contractor shall be allowed to roll over up to a maximum of 500 hours to the next year of the Ongoing Operations and Enhancement Contract Stage year.

4.5. Enhancement Pool hours shall be prorated on a monthly basis during the final Contract Year, without affecting the Monthly Payments as described in Exhibit E.

5. DELIVERABLE SUBMISSION AND ACCEPTANCE REQUIREMENTS

5.1. Deliverables

5.1.1. Deliverables shall include all items that result in a written document, implementation of the Colorado interChange and all items specified in Exhibit C.

5.1.2. For each deliverable the Contractor shall comply with all of the following submission and acceptance requirements:

5.1.2.1. A Deliverable Expectation Document shall be developed by the Contractor ahead of actual deliverables. The Deliverable Expectation Document shall contain a template design, table of contents, acceptance criteria, requirements and preparation and review schedule for the deliverable.

5.1.2.2. The Contractor shall submit each deliverable to the Department for review. The Department will review each deliverable and may approve the deliverable or may direct the Contractor to make changes to the deliverable consistent with the Deliverable Expectation Document.

5.1.2.2.1. Changes directed by the Department may include, but are not limited to, changes to any information or portion of the deliverable, the addition of information to the deliverable, the removal of information from the deliverable or rewriting any portion of the deliverable.

5.1.2.2.2. After the development and the Contractor's quality review of a draft or new deliverable, the deliverable is ready for the Department to review. Based on the Contractor's standard deliverable management process, the first draft review allows ten (10) Business Days for the Department to review and provide comments or approve the deliverable. After the first draft review is complete and no comments are received by the end of the ten (10) Business Days, the Contractor will request signatory approval from the Department. The Department and the Contractor may mutually agree upon an extension of the ten- (10)-Business Day review period for large deliverables, as specified in the Deliverable Expectation Document.

5.1.2.2.3. If the Department returns comments or rejects the deliverable, the Contractor shall complete the Department's requested updates to the document and a second review process begins once the Contractor has completed the Department's requested updates and delivered the updated deliverable to the Department. The second review process allows five (5) Business Days for the

Department to review and provide comments on the updates (without the addition of new modification requests) or approve the document. After the second review is complete and no comments are received by the end of the five (5) Business Days, the Contractor will request signatory approval from the Department. The Department and the Contractor may mutually agree upon an extension of the five- (5)-Business Day review period for large deliverables, as specified in the Deliverable Expectation Document.

5.1.2.2.4.   If the Department does not approve the document during the second five- (5)-day review process, then the Contractor shall complete the Department's requested updates. The review process allows two (2) Business Days for the Department to review and provide comments on the updates (without the addition of new modification requests) or approve the document once the Contractor has completed the Department's requested updates and delivered the updated deliverable to the Department.

5.1.2.2.5.   For the purposes of Quarterly Milestones, the following shall apply:

5.1.2.2.5.1.   After the Department's first ten (10) Business Day review period, the Contractor shall complete all updates within ten (10) Business Days.

5.1.2.2.5.2.   After the Department's five (5) Business Day review period, the Contractor shall complete all updates within five (5) Business Days

5.1.2.2.5.3.   The Contractor shall complete all requested updates following the Department's two (2) Business Day review period in two (2) Business Days.

5.1.2.2.5.4.   The Department and the Contractor may mutually agree upon an extension of the Department review and Contractor update periods for large deliverables.

5.1.3.   The Contractor shall not make any electronic media or web site available to the public prior to the Department's acceptance of that electronic media or web site.

6. TRANSMITTALS

6.1.   The Department will use a Transmittal process to provide the Contractor with official direction within the scope of the Contract. The Contractor shall comply with all direction contained within a completed Transmittal. For a Transmittal to be considered complete, it must include, at a minimum, all of the following:

6.1.1.   The date the Transmittal will be effective.

6.1.2.   Direction to the Contractor regarding performance under the Contract.

6.1.3.   A due date or timeline by which the Contractor shall comply with the direction contained in the Transmittal. If the Contractor cannot meet the due date or timeline contained in the Transmittal, it shall work with the Department to determine a mutually agreeable due date or timeline.

6.1.4.   The signature of the Department employee who has been designated to sign Transmittals.

6.1.4.1.   The Department will provide the Contractor with the name of the person it has designated to sign Transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide the Contractor with a list of backups who may sign a Transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to the Contractor through a Transmittal.

6.1.4.2.   The Department may use an electronic signature to sign any Transmittal.

6.2.   The Department may deliver a completed Transmittal to the Contractor through a communication or file sharing system, such as Microsoft SharePoint, that the Parties have designated for such purpose.

6.2.1.   In the event that the designated communication or file sharing system is unavailable, the Department may deliver a Transmittal through an email or as a hard-copy document.

6.3.   If the Contractor receives conflicting Transmittals, the Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the Transmittal with the latest effective date shall control.

6.4.   In the event that the Contractor receives direction from the Department outside of the Transmittal process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a Transmittal prior to complying with that direction.

6.5.   Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and the Contractor, and the Department may provide day-to-day communication to the Contractor without using a Transmittal.

6.5.1.   In the event that any item or component described in any Exhibit of this Contract is included in a specific plan or deliverable, the parties may agree to include that item or component in any other plan or deliverable as appropriate. In this event, the Contractor shall request approval from the Department to change the plans or deliverables in which the item is included prior to making the change. The Department may approve this change through the use of a Transmittal.

6.6.   The Contractor shall retain all Transmittals for reference and shall provide copies of any received Transmittals upon request by the Department.

6.7.   Completion of any Transmittal that would require the use of the Change Management Process shall be completed through the Change Management Process instead of through a Transmittal.

7. QUARTERLY MILESTONES

7.1.   The Contractor shall include all Quarterly Milestones in its Project Management Plan as well as the calendar quarter in which the Contractor is required to meet that Quarterly Milestone. To allow for project initiation and start-up activities, the first quarter of the Contract will not have a Quarterly Milestone.

7.2.   The Contractor shall complete all Quarterly Milestones contained in the most recently approved Project Management Plan in the calendar quarter listed for that Quarterly Milestone. The Parties may change any future Quarterly Milestone by modifying the Project Management Plan. The Parties may not modify any Quarterly Milestone after the calendar quarter in which the Contractor was required to meet that Quarterly Milestone.

8. FORECASTED CLAIMS/ENCOUNTERS

8.1.   The Department has forecasted claims and Encounters for the anticipated term of this Contract. These forecasts are intended to be used by the Parties as informational resources to anticipate growth in claims and Encounters and as a baseline for the Contractor to request a Contract change as described in Section 7.G, Option to Increase or Decrease Statewide Quantity of Service, of this Contract. The annual forecasted claims/Encounters are shown in the following table:

8.1.1.   Forecasted Claims/Encounters Table

SFY	Annual Claim/Encounter Volume
SFY 2016-17	57,000,000
SFY 2017-18	58,000,000
SFY 2018-19	58,000,000
SFY 2019-20	58,000,000
SFY 2020-21	58,000,000
SFY 2021-22	59,000,000
SFY 2022-23	59,000,000
SFY 2023-24	59,000,000

8.1.2.   This table includes paid and denied Fee-for-Service (FFS) medical, dental and pharmacy claims, capitations, and encounters as processed by the Colorado interChange or PBMS contractor and available to the Department to query and report from the BIDM. The volume does not include claims that are rejected by the Colorado interChange or PBMS contractor for data that is missing or invalid or out of compliance.

8.1.3.   The Department will provide the prior State Fiscal Year's Annual Claim/Encounter Volume to the Contractor in the third quarter of each calendar year. Upon request from the Contractor, the Department will provide any support materials on how the data was calculated.

EXHIBIT B, SAMPLE OPTION LETTER

Date:	Original Contract Routing # CMS #	Option Letter #	Contract Routing #

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest.
   a. Option to renew only *(for an additional term)*
   b. Change in the amount of goods within current term
   c. Change in amount of goods in conjunction with renewal for additional term
   d. Level of service change within current term
   e. Level of service change in conjunction with renewal for additional term
2) Option to initiate next phase of a contract
   REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:
   a. For use with Options 1(a-e): In accordance with Section(s)   of the Original Contract between the State of Colorado, Department of Health Care Policy and Financing **,** and Contractor's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date at a cost/price specified in Section   , AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Identify the Section, Schedule, Attachment, Exhibit etc.
   b. For use with Option 1(f), please use the following: In accordance with Section(s)   of the Original Contract between the State of Colorado, Department of Health Care Policy and Financing **,** and Contractor's Name, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc for the term beginning Insert start date and ending on Insert ending date at the cost/price specified in Section   .
   c. For use with all Options 1(a-f): The amount of the current Fiscal Year contract value is increased/decreased by $ amount of change to a new contract value of Insert New $ Amt to as consideration for services/goods ordered under the contract for the current Fiscal Year indicate Fiscal Year. The first sentence in Section   is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is Insert New $ Amt.

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or   , whichever is later.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Department of Health Care Policy and Financing

By: Insert Name & Title of Person Signing for Agency or IHE

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER
CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD
By: _____
Insert Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval
Date: _____

EXHIBIT C, REQUIREMENTS

1. PROJECT GOALS

1.1.   Reference #1005: Provide the flexibility to create and modify Health Benefit Plans within Colorado interChange, such that the services, services limitations, Prior Authorizations (PAs), provider rates, and Client cost sharing amounts within a Health Benefit Plan are easily Configurable through a rule-driven design.

1.1.1.   Note: This will allow the Department to define Health Benefit Plans that are population specific. In addition, payments (or rates) to providers and payment methodologies are allowed to differ by Health Benefit Plan. For example, this will allow payments to inpatient hospital providers under one Health Benefit Plan to be made on a per diem basis and under a prospective DRG basis in another. In addition, the payment methodology could be the same across Health Benefit Plans, but different rates are paid by service between the Health Benefit Plans.

1.1.2.   Contractor Approach: The Contractor shall provide a Colorado interChange that contains a purpose-built Business Policy Administration (BPA) rules engine for efficient and effective Health Benefit Plan management. This feature aligns with Centers for Medicare and Medicaid Services (CMS)' 7 Standards and Conditions desire for rules that are human- and machine-readable that can be exported to other processing environments without rekeying and published to a designated repository. This rules engine sits at the heart of adjudication and policy decisions, allowing users to configure the proper rules through the UI, such as @neTouch, without technical assistance. A single UI allows for the Configuration of these decisions across many parameters and elements and directly associates the services, Clients, and providers to define the proper benefits.

1.1.3.   Stage: Implementation Contract Stage II

2. CONTRACTOR RELATIONSHIP EXPECTATIONS

2.1.   Reference #1006: The Contractor shall be the Prime Contractor and shall be solely responsible for integration of all work to be performed under the Colorado interChange and Services project, regardless of whether Subcontractors are used. As Prime Contractor, the Contractor shall also be Colorado interChange Integrator and ensure that Contractor staff work cooperatively with key Interfacing Contractors (e.g., Pharmacy Benefit Management System (PBMS) and Business Intelligence and Data Management (BIDM) staff to ensure the success of the project as it relates to the Contractor.

2.1.1.   Contractor Approach: The Contractor shall work with the stakeholders of the Colorado interChange and Services project throughout the life of the Contract. The Contractor, as prime contractor and Systems Integrator, shall build strong business relationships with Department staff members, other State staff members, key interfacing contractors such as PBMS and BIDM, Independent Verification and Validation (IV&V) contractors, other State contractors, vendors, and stakeholders to promote project success. The Contractor shall exchange ideas, openly share information, actively listen,

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and address issues with these entities. Whether working with executives on strategic plans, developing requirements with Department staff members, changing business processes with another vendor to create more efficiency, or communicating with other contractors on system controls, the Contractor shall coordinate the activities related to the Contractor's contractor responsibilities.

2.1.1.1.   The first step in the Contractor's collaborative efforts is defining and documenting clear expectations for project participants. This minimizes ambiguities and supports processes to resolve questions that do arise. Maintaining flexibility to respond effectively to unanticipated changes is necessary. The Contractor maintains continual communication with the Department and its vendors through work group meetings and integrated status reporting to enhance awareness and foster collaboration. The Contractor's proposed documentation solutions will enhance communication, information sharing, and timeliness to review and publish documentation.

2.1.1.2.   The Contractor's Enterprise SharePoint solution shall provide significant collaboration capabilities that enact role-based security access for users to work on documents and projects together in the same applications. Project leaders can create calendars and task lists to facilitate project communication and improve outcomes. Detailed tasks are assignable to individuals or groups with predecessors, priorities, descriptions, and attachments. Assignees can update status and completion percentages for viewing by project leaders and management. The Contractor's approach shall provide transparency, traceability, and accountability, increasing efficiency and accuracy through standardized practices.

2.1.2.   Stage: All Contract Stages

3. COLORADO INTERCHANGE PROJECT PHASES, ALL PHASES

3.1.   Reference #1007: Design, develop, test, and implement changes and Enhancements, per the Change Management Plan, that may be selected by the Department through the Configuration Management Process for implementation during the duration of the Contract.

3.1.1.   Contractor Approach: The Contractor's Change Management Plan defines the processes and responsible parties to maintain control of Configuration items within the Colorado interChange. Thorough Configuration management, the Contractor shall ensure that only those changes that have followed the standard System Development Life Cycle (SDLC) processes and been approved by the Department are implemented in the Configuration Management Process.

3.1.2.   Stage: All Contract Stages

3.2.   Reference #1008: Provide a report to the Department regarding all Colorado interChange changes that have been implemented in the previous month as well as a projection of Change Requests that will be implemented in the upcoming months.

3.2.1.   Note: Reporting will include traceability of actual vs. estimated resources, time, and cost.

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3.2.2.   Contractor Approach: The Contractor shall provide a report to the Department regarding the system changes that have been implemented in the previous month. The report shall also contain a projection of Change Requests that will be implemented in the upcoming months.

3.2.3.   Deliverable: Monthly System Change Report

3.2.4.   Stage: Designed – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancements

3.3.   Reference #1009: Provide the ability to revert to the previous Configurations of the new change that causes the undesirable system impact, within a defined time period in the Change Request.

3.3.1.   Contractor Approach: The Contractor shall provide a Configuration Management Process that provides for production monitoring after the release and procedures for dealing with undesirable system effect.

3.3.1.1.   The Contractor's Configuration Management Processes shall establish and maintain the integrity of the Colorado interChange objects and establish and maintain administrative control of the release of updates to these objects.

3.3.1.2.   Throughout development, the Contractor shall use established software version control procedures. Most of the Colorado interChange business services applications run on the UNIX platform.   The Contractor shall use Apache Subversion for version control and Configuration management of application artifacts on this platform. This provides enhanced security and control of application source code.

3.3.1.3.   This same Configuration Management Process shall also provide for production monitoring after the release and procedures for dealing with undesirable system effect. The Contractor's Configuration Management Processes shall establish and maintain the integrity of the Colorado interChange objects and establish and maintain administrative control of the release of updates to these objects.

3.3.1.4.   The Contractor shall use, a source code repository, such as Microsoft Team Foundation Server, for the Colorado interChange online system and EDI services. The source code repository contains the files and documentation, regardless of file type, related to projects and source code. The file, documents, and project data are stored in a relational database. Because the source code repository is easily accessible, sharing and reusing data and code can be done quickly and efficiently. The Contractor shall backup the source code repository database regularly. When adding a file to the source code repository, the file shall be stored in the database and shall become available to authorized team members for the Colorado interChange. The files or project data that are stored in the database are versioned, allowing the Contractor to recover previous versions of the data. Authorized team members shall be able to see the latest version of a file, make updates, and save a new version to the source code repository database.

3.3.2.   Stage: Implementation Contract Stage II

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3.4.   Reference #1010: Document results of lessons learned for each Enhancement, and incorporate that information into the Change Management Plan to reduce the occurrence of Defects in future artifacts and processes (continuous improvement).

3.4.1.   Contractor Approach: The Contractor shall use the Change Management Plan to establish processes required to validate that the project includes the activities required to complete the Contract successfully. The Contractor's sound approach and description of activities in the Contractor's plan shall culminate in lessons learned on each implementation leading up to Colorado's; the Department shall become the benefactor of lessons learned in other states. As the Contractor moves through the phases of the Colorado interChange project, the Contractor shall document lessons learned locally and revise the change management plan as needed to avoid the recurrence of the same issue.

3.4.2.   Deliverable: Updated Change Management Plan

3.4.3.   Stage: All Contract Stages

3.5.   Reference #1011: Implement and monitor an internal quality control process to ensure that all Deliverables, documents, and calculations are complete, accurate, easy to understand, and of high quality. Include a process to record and address corrective and preventive actions.

3.5.1.   Contractor Approach: The Contractor shall base its quality management approach on methods that align with "A Guide to the Project Management Book of Knowledge" (PMBOK), Fourth Edition, the Capability Maturity Model Integration (CMMI), and Lean Six Sigma. The process used for quality management has been demonstrated on multiple projects, including multiple interChange implementations. Although the Contractor's approach begins with the Contractor's methodology and standards, the Contractor shall customize the approach for the Colorado interChange and Services project environment. The Contractor shall incorporate process knowledge and lessons learned from previous implementations into the Contractor's proposed approach. Coupling the methods and processes with the Contractor's Project and Portfolio Management (PPM) provides the Department with a high degree of flexibility for quality management with a focus on the areas of specific interest.

3.5.2.   Stage: All Contract Stages

3.6.   Reference #1012: As defined in the Communication Management Plan, develop and provide standards and templates for all documentation and communications for review and approval by the Department.

3.6.1.   Documentation and communication includes:

3.6.1.1.   Weekly Status Reports.

3.6.1.2.   Monthly Status Reports.

3.6.1.3.   System Generated Reports.

3.6.1.4.   Meeting Agendas.

3.6.1.5.   Meeting Minutes.

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3.6.2.   Deliverable: Communication Management Plan

3.6.3.   Stage: Implementation Contract Stage II

3.7.   Reference #1013: As reasonable, attend in person, any meeting with the Department or other Department stakeholders at the location of the meeting, unless the Department gives approval to attend by telephone or video conference. In the event that the Contractor has any personnel attend by telephone or video conference, the Contractor shall be responsible for providing the conference line or virtual meeting place.

3.7.1.   Contractor Approach: A face-to-face meeting often provides the best situation for effective communication. Whenever reasonable, the Contractor shall use in-person communication with the Department and its stakeholders. Whenever personal attendance to a meeting is not possible, the Contractor also shall provide additional tools, such as virtual rooms and conference lines to help make the communication as effective as possible.

3.7.2.   Stage: All Contract Stages

3.8.   Reference #1014: As defined in the Communication Management Plan, maintain complete and detailed records of all meetings, SDLC documents, presentations, project artifacts and any other interactions or Deliverables related to the project described in the Contract and make such records available to the Department upon request, throughout the life of the Contract.

3.8.1.   Contractor Approach: The Contractor's Enterprise SharePoint solution shall provide online access to Colorado interChange documentation, offering users the most current system information and values. User documentation shall include information on business processes, system objects, project schedules, work patterns, project artifacts, and meeting minutes. The Colorado interChange user manuals, system component documentation, the data element dictionary, and provider handbooks shall also be stored on The Contractor's Enterprise SharePoint solution. This tool puts records at the Department's fingertips throughout the life of the Contract. Regarding the other notes or performance standards related to these requirements, the Contractor shall adhere to the deliverable submission review and approval process as described and approved by the Department during project initiation and planning and contained in the Contract.

3.8.2.   Stage: All Contract Stages

3.9.   Reference #1015: Provide and maintain current documentation of, including but not limited to, Colorado interChange's database schema, data dictionaries, entity-relationship diagrams, complete system architecture and Configuration diagrams, network diagrams (as applicable), and interface standards for the entire Colorado interChange, including those supporting Proprietary Contractor Material, however this does not include proprietary information related to Consumer Off-The-Shelf (COTS) products. Provide and maintain all service delivery documentation related to the design of each module/component and its interaction with other modules/components as appropriate.

3.9.1.   Contractor Approach: As part of the Contractor's Design, Development and Implementation (DDI) and operational processes and procedures, the Contractor shall have established practices to update the documentation related to Colorado interChange. The Contractor shall maintain documentation on-line for both easy

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updates as well as centralized coordination of the documentation version control. This way any reviewer of the documentation knows they are looking at the most recent copy of the documentation. The documentation updates shall comprise the following items:

3.9.1.1.   Database Schema

3.9.1.2.   Data Dictionary

3.9.1.3.   Entity Relationship Diagrams

3.9.1.4.   System Architecture Diagrams

3.9.1.5.   Configuration Diagrams

3.9.1.6.   Network Diagrams

3.9.1.7.   Interface Standards

3.9.1.8.   System Object Documentation

3.9.2.   The Contractor shall utilize its ability to link system objects to the business requirements as well as the test cases that validate the functional capability is working as defined. Within interChange, a system object is a unit of documentation describing a screen, report, process or component of the MMIS. The Contractor shall maintain the traceability of the system objects to the requirements and test cases.

3.9.3.   Stage: All Contract Stages

3.10.   Reference #1016: Develop and maintain online, current documentation on all operational and reference processes, including desk level procedures for Contractor's Fiscal Agent (FA) Operations staff; that can be viewed by the Department.

3.10.1.   Contractor Approach: Through the Contractor's Enterprise SharePoint solution, staff members shall be able to view the most current information at any time from their desk by accessing their web-based user documentation. This one source of information remains current, so that users—such as resolution clerks, call center agents, or analysts—will not have to worry about using outdated documentation to make work decisions or share information with providers or program Clients. The Contractor shall provide comprehensive, well-organized user documentation—written in a procedural, step-by-step format—that promotes usability. For each business process major program functional area, the Contractor shall prepare manuals that help users understand the purpose and operation of the functions and further support documentation accessibility to process owners and key stakeholders. The Contractor shall document and define acronyms, transaction codes, terms, and field identifiers consistently with the interChange panel, report, or Data Dictionary descriptions. The Contractor's web-based user documentation shall cover system navigation, online help, and policies and procedures. The Contractor shall frame documentation during design and draft it during development, along with testing and training preparation following the established deliverable approval process. The Contractor's approach shall allow flexibility in developing and delivering content.

3.10.2.   Stage: All Contract Stages

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4. COLORADO INTERCHANGE PROJECT PHASES, INITIATION AND PLANNING PHASE

4.1.   Reference #1017: Develop and submit for Department approval a Project Management Plan, as defined in the most current edition of "A Guide to the Project Management Body of Knowledge (PMBOK)". The plan shall define how the Contractor shall manage all aspects of the Contract that affect price, schedule, performance (scope and quality), risk/issues/opportunities, and applicable resources.

4.1.1.   The plan shall include at a minimum:

4.1.1.1.   Approach for executing monitoring and controlling the project.

4.1.1.2.   Approach for managing resources and training.

4.1.1.3.   Approach for managing communication and reporting.

4.1.1.4.   Approach for managing scope, schedule, and cost.

4.1.1.5.   Approach to managing risk and project issues.

4.1.1.6.   Approach to managing changes.

4.1.1.7.   Approach to Configuration management.

4.1.1.8.   Deliverable review and acceptance procedures.

4.1.1.9.   Systems Development Life Cycle approach.

4.1.2.   Contractor Approach: The Contractor's overall project management plan shall be a high-level overview of the conduct of the project that includes a reference to the sub-plans and other key components critical to successful implementation and operation. The objective of the Contractor's project plan shall be to define the approach and standards to be used by the Project team to deliver the scope of the Colorado interChange project. Standards are the guide for managing projects and developing systems. Standards provide the path for consistently creating efficient, repeatable processes that deliver quality outputs. The Contractor shall use the Project Management Institute's (PMI's) PMBOK Guide fifth edition to guide the project and to lay out the overall project management plan.

4.1.3.   Deliverable: Project Management Plan

4.1.4.   Stage: Implementation Contract Stage II

4.2.   Reference #1018: Establish a project management structure to manage projects related to the Colorado interChange implementation, Colorado interChange Maintenance, and ongoing operations throughout the Contract Stages, generate project-related work products and Deliverables, and report project status to the Department team. The project management structure will be responsible for generating key project management tools.

4.2.1.   Contractor Approach: The size and scope of the Colorado interChange project requires structured and effective project management. The Contractor shall use standard, proven practices in establishing the Contractor's Project Management Office (PMO) for the implementation of the Colorado interChange. The PMO shall instill a common approach and language that increases program quality, provides early issue identification and definition, and drives successful issue resolution. The Contractor

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shall integrate the Contractor's PMO governance and controls with the Department's governance model.

4.2.1.1.   The Contractor shall use a combination of three tools to support the project management activities: The Contractor's PPM, the Contractor's Application Lifecycle Management (ALM) and the Contractor's Enterprise SharePoint solution.

4.2.1.2.   The Contractor's PPM shall provide visibility across program and projects, enabling enterprise management of programs and projects from concept to completion. The Contractor's PPM provides real-time access to scope, issues, risks, quality issues, deliverables, schedules, resource management, critical path, and performance Dashboards.

4.2.1.3.   The Contractor's ALM tool shall work as a repository of system documentation that is easy to navigate, interpret, and maintain throughout the life of a project. The Contractor also shall use the Contractor's ALM to document and integrate requirements with the test cases for testing. The Colorado interChange project solution objects shall be individually linked to the Contract requirements in the Contractor's ALM to show how the requirements are associated with the business processes. An industry-leading tool, the Contractor's ALM shall be the central repository for the testing activity of projects. The Contractor shall support the traceability of requirements to test cases directly from this tool. The Contractor's ALM shall manage and govern quality processes and facilitate software testing across the entire application environment.

4.2.1.4.   The Contractor's Enterprise SharePoint solution integrated with the Contractor's PPM and the Contractor's ALM shall serve as the document repository. The tool shall enable the Contractor to create and access secure content while automating records management. It shall provide versioning and shall streamline content management. The Contractor shall use these sites for "living" documents—types of documents that typically require updating and versioning. This collection and integration of collaborative tools shall provide a complete set of documentation capabilities throughout the project life cycle.

4.2.2.   Stage: Implementation Contract Stage II

4.3.   Reference #1019: Build and maintain the Project Work Breakdown Schedule (WBS), as defined in the most current edition of the PMBOK that includes both Contractor and Department tasks. All tasks shall be identified at a detailed level of a rolling ninety (90) calendar day basis, unless otherwise coordinated and agreed to by the Department.

4.3.1.   Notes: The plan WBS shall be delivered to the Department for review and approval during the Initiation and Planning Phase. Collaborate with the Department to make weekly updates to its portion of the overall project schedule.

4.3.2.   Contractor Approach: The Contractor shall model the WBS in the Contractor's proposed project work plan based on the Department's Contract stage and phase requirements and align them to the Contractor's Healthcare Enterprise EDGE SDLC. It shall comprise taking the major activities and breaking them down into smaller, more manageable components until the activities are completed within the lowest-level task.

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The activities or tasks from this effort are called work packages, which are the basis for estimating, scheduling, executing, monitoring, and controlling the project phases.

4.3.3.　　Deliverable: Work Breakdown Schedule, updated weekly

4.3.4.　　Stage: All Contract Stages

4.4.　　Reference #1020: Develop a Quality Assurance Control/Quality Management Plan by business activity to address the needs and specific opportunities for quality improvement throughout the Contract period.

4.4.1.　　The Quality Assurance Control/Quality Management Plan shall reflect the Contractor's experience and resolve toward:

4.4.1.1.　　Methodology for maintaining quality of the code, workmanship, project schedules, Deliverables, and Subcontractor(s) activities.

4.4.1.2.　　Quality in systems design, testing, and implementation.

4.4.1.3.　　Process design and staff training.

4.4.1.4.　　Performance standards development and measurement.

4.4.1.5.　　Customer satisfaction measurement and analysis.

4.4.2.　　Contractor Approach: The Contractor shall deliver meaningful monitoring and performance measurement, on-demand, iterative and flexible quality reporting, and collaborative, continuous improvement processes as described in its Quality Management Control/Quality Management Plan.

4.4.2.1.　　The Contractor understands the importance of working to clearly define entrance and exit from each phase— for example, verifying the design is completed before development occurs. The Contractor's approach shall include working through the MMIS functional areas, following the phases in overlapping stages.

4.4.2.1.1.　　For example, the Contractor shall complete requirements gathering and then design for the provider functional area before the Contractor begin development of provider, but the Contractor may begin development of provider before completing design for the Client functional area.

4.4.2.2.　　This approach of overlapping phases by functional area has proven to be the most successful and adds direct value to the Department as it allows continuous work to occur and reduces downtime for resources from one functional area waiting on another, more lengthy area. This shortens the overall time to achieve production processing and brings the benefits of the new MMIS to users sooner.

4.4.3.　　Deliverable: Quality Assurance Control/Quality Management Plan

4.4.4.　　Stage: Implementation Contract Stage II, updated annually

4.5.　　Reference #1021: Develop a Communications Management Plan, as defined in the most current edition of PMBOK, for the services outlined in the Contract.

4.5.1.　　The Communications Management Plan shall describe, at a minimum:

4.5.1.1.　　The Contractor's communication model with the Department and other entities.

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4.5.1.2.   The Contractor's approach to meeting the communication requirements throughout the course of the Contract performance period.

4.5.1.3.   Approach to maintaining telephone and email contact with the Department's assigned Division Director and other designated staff on at least a weekly basis throughout the Contract period.

4.5.1.4.   During critical implementation, development, and transition phases, approach to maintaining daily contact with the Department's project managers, as appropriate.

4.5.1.5.   The Project Stakeholders.

4.5.1.6.   The frequency and breadth of communication.

4.5.1.7.   Communication methods.

4.5.1.8.   The individuals responsible for communication including valid and after-hour contact information.

4.5.1.9.   The review and approval process, including a process for facilitating a Department review of each Deliverable outline and draft documents to ensure common understanding of the purpose and content of documentation prior to final delivery.

4.5.1.10.   Create Standard System Report Templates.

4.5.1.11.   Establish the Quarterly Milestone reporting schedule.

4.5.1.12.   Establish the trigger mechanism for initiating the Dispute Process (e.g., formal letter, email, phone contact).

4.5.2.   Deliverable: Communication Management Plan

4.5.3.   Stage: Implementation Contract Stage II, updated annually (or immediately if changes occur)

4.6.   Reference #1022: The Contractor shall develop a Risk Management Plan to ensure that risks are identified, analyzed, mitigated, communicated, and solutions to identified risks are effectively executed.

4.6.1.   Contractor Approach: The risk management plan shall be used by the Contractor to describe how the Contractor will identify, manage, and track risks. The Contractor shall incorporate process knowledge and lessons learned from previous implementations into the Contractor's risk management plan. The risk management plan the Contractor delivers will define a standard, repeatable risk management process and support a risk mitigation strategy that is based on probability of occurrence and severity of effect.

4.6.2.   Deliverable: Risk Management Plan

4.6.3.   Stage: Implementation Contract Stage II

4.7.   Reference #1023: Provide a Business Continuity and Disaster Recovery Plan.

4.7.1.   The Business Continuity and Disaster Recovery Plan shall include, all of the following:

4.7.1.1.   Timely failover and redundancy.

4.7.1.2.   Data recovery.

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4.7.1.3.   Claims/Encounters processing.

4.7.1.4.   Short- and long-term continuity operations.

4.7.1.5.   Remote access (in accordance with Department standards).

4.7.1.6.   An alternate business site if the primary business site becomes unsafe or inoperable.

4.7.1.7.   Root cause analysis reporting to the Department for unscheduled downtime.

4.7.1.8.   Provide data backup.

4.7.1.9.   Schedule and process for testing of the Business Continuity and Disaster Recovery Plan.

4.7.1.10.   Any other required components as described in the Colorado System Security Plan Template or as otherwise required for business continuity and Disaster recovery.

4.7.2.   Contractor Approach: The Contractor shall provide proven strategies, services, and technologies to reduce the Department's exposure and vulnerability, help protect critical operations against downtime threats, and ease recovery if an unforeseeable catastrophe does strike. The Contractor shall offer the Department a realistic plan that preserves the integrity and availability of the Contractor's Colorado interChange and Services solution and operations and protects valuable information assets.

4.7.3.   Deliverable: Business Continuity and Disaster Recovery Plan, updated at least annually.

4.7.4.   Stage: Implementation Contract Stage II

4.8.   Reference #1024: Develop and submit a Requirements Definition and Validation Plan.

4.8.1.   The Requirements Definition and Validation Plan shall include, at minimum:

4.8.1.1.   A description of the Contractor's approach to capturing the results and Problems of Requirement Review and Validation Sessions.

4.8.1.2.   Tools that will be used to record and track requirements and Problems.

4.8.1.3.   A description of how potential training needs will be recorded during the requirements sessions.

4.8.1.4.   Develop and submit a Requirements Review and Validation Session schedule for review by the Department.

4.8.1.5.   Develop and distribute Requirements Review and Validation Session agendas prior to each session.

4.8.1.6.   Facilitate requirements review and validation sessions to validate SOW requirements

4.8.1.7.   Conduct interviews with Department staff to validate, clarify, update, and finalize requirements.

4.8.2.   Contractor Approach: The Contractor's Requirements Definition and Validation Plan shall provide an overview of the process used to review and validate requirements. It will specify the outcomes of the requirements validation phase in terms of the possible outcomes from the validation for individual requirements. A key item within the plan

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shall be a detailed listing of the statuses that a requirement can have as well as an overview of the progression of a requirement from its definition through to its final outcome. The plan also shall describe the process that will be followed including designating the responsible party for each step.

4.8.3.   Deliverable: Requirements Definition and Validation Plan

4.8.4.   Stage: Implementation Contract Stage II

5. COLORADO INTERCHANGE PROJECT PHASES, DISCOVERY AND REQUIREMENTS VALIDATION/ REQUIREMENTS ELICITATION PHASE

5.1.   Reference #1025: Develop and submit to the Department a draft Requirements Specifications Document (RSD) for Contractor-proposed Colorado interChange components, modules and functional areas.

5.1.1.   At minimum, the RSD shall include:

5.1.1.1.   An overview of Colorado interChange architecture and how components are integrated.

5.1.1.2.   Detailed Requirements Specification Template.

5.1.1.3.   Identification of changes to existing requirements.

5.1.1.4.   Clarifying information associated with requirements, as needed.

5.1.1.5.   Identification of new requirements.

5.1.1.6.   Explanation of how requirements will be met.

5.1.1.7.   Identification of the entity responsible for meeting the requirement.

5.1.1.8.   A logical data model that identifies the entities, relationships, attributes, and access paths

5.1.1.9.   Description of the hardware/software Configuration that will be used to meet the requirement.

5.1.1.10.   A logical data model that identifies all entities, relationships, attributes, and access paths.

5.1.2.   Contractor Approach: The RSD shall provide a complete requirement by requirement outcome resulting from the requirements validation sessions. The RSD the Contractor delivers to the Department shall be produced from the data residing in the ALM tool. Each requirement shall be listed in detail with the status that was determined because of the validation activity. The status for each requirement shall indicate whether it is met by the existing system or if it will require modifications or Enhancements.

5.1.3.   Deliverable: Draft Requirements Specification Document

5.1.4.   Stage: Implementation Contract Stage II

5.2.   Reference #1026: Compile the final RSD that incorporates the Department's review findings to reflect all requirements that need to be met as defined in the facilitated Requirement Review and Validation Sessions. Detailed requirement Specifications may

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be delivered incrementally, as they are developed for each functional component or module.

5.2.1.   Contractor Approach: The RSD shall provide a complete requirement by requirement outcome resulting from the requirements validation sessions. The RSD the Contractor delivers to the Department shall be produced from the data residing in the ALM tool. Each requirement shall be listed in detail with the status that was determined because of the validation activity. The status for each requirement shall indicate whether it is met by the existing system or if it will require modifications or Enhancements.

5.2.2.   Deliverable: Final Requirements Specification Document

5.2.3.   Stage: Implementation Contract Stage II

5.3.   Reference #1027: Develop and maintain a Health Benefit Plan Traceability Document to ensure that Colorado interChange appropriately applies business rules in compliance with the Health Benefit Plan requirements. Develop and maintain a Business Rules Traceability Matrix to track joint Department and Contractor decisions made on Colorado interChange business rules, how rules are implemented, and any modifications made to accommodate new requirements. For example, the Business Rules Traceability Matrix will document Health Benefit Plans, eligibility processing, enrollment processing, claims processing, etc.

5.3.1.   Contractor Approach: The interChange BPA shall use a business rules engine to deliver a user-Configurable, faster, and more responsive system to manage benefit services and program features. User-friendly, online MMIS browser pages shall allow the Configuration of benefit plan criteria, edit or audit disposition rules, procedure, drug, diagnosis, diagnosis-related group (DRG), and revenue code rules and restrictions, and the establishment of pricing rates and methodologies. The interChange shall present users with a graphical interface displaying a combination of easily understood parameters and navigation paths. The Contractor shall ensure that parameters can be combined in numerous ways through online browser panels to establish a flexible, yet structured, rule repository.

5.3.1.1.   Colorado interChange shall also review the modified rule to determine if it is inconsistent with another existing rule. For example, a user may try to load a coverage rule for a group of procedures and indicate that medical review is not required. If a rule for the same coverage group already existed and indicated that medical review is required, the rules are in conflict, and interChange shall automatically generate a notification to the user.

5.3.1.2.   This robust tool and repository shall provide the traceability matrix needed for business rules. The interchange shall store the rules' current and historic versions for simple retrieval and research.

5.3.2.   Deliverable: Health Benefit Plan Traceability Document; Business Rules Traceability Matrix

5.3.3.   Stage: Implementation Contract Stage II

5.4.   Reference #1028: Develop and maintain a Requirements Traceability Matrix (RTM) to ensure that detailed requirements comply with Contract requirements.

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5.4.1. Contractor Approach: The RTM is a product of the ALM tool. The RTM shall provide a link from each requirement to where it is included in the design, change orders (if necessary), and various levels of test cases. Although RTM will be produced during the validation phase it will remain a living tool that can be used at any point during the project to confirm that requirements have been included somewhere in Colorado interChange.

5.4.2. Deliverable: Requirements Traceability Matrix

5.4.3. Stage: Implementation Contract Stage II

6. COLORADO INTERCHANGE PROJECT PHASES, DESIGN AND DEFINITION PHASE

6.1. Reference #1029: Develop and submit a Detailed System Design Plan.

6.1.1. The Detailed System Design Plan shall include, at minimum:

6.1.1.1. Approach to tracking results and Problems from Detailed System Design Sessions.

6.1.1.2. Tools to be used to manage session results and Problems.

6.1.1.3. Approach to capturing and tracking potential training considerations identified during design sessions.

6.1.1.4. The format of the proposed Design Specification Document (DSD) Deliverable.

6.1.2. Contractor Approach: At the start of the Design Phase of the project, the Contractor shall develop and deliver for the Department's review and approval the DSD session plan, which will document the activities and time frame needed to produce the DSD document. The DSD shall then drive the Contractor's Configuration and development activities. Within this plan, the Contractor shall document how the Contractor will develop the schedule for the design sessions, how the Contractor's processes will lead to a final integrated design, how the Department and the Contractor's team will collaborate to complete the work, how the Contractor will validate results through formal deliverables and approvals, and how the Contractor will train Department staff members about the system, processes, and tools to be used during the Design Phase.

6.1.3. Deliverable: Detailed System Design Plan

6.1.4. Stage: Implementation Contract Stage II

6.2. Reference #1030: Develop and submit a Detailed System Design Session schedule for review by the Department.

6.2.1. Contractor Approach: The Contractor shall develop the detailed design session schedule in collaboration with Department leaders. The Contractor shall create a calendar that shows details for each meeting, including the topic, location, date and time, participants, and proposed agenda. The Contractor shall share this calendar with stakeholders before the meetings to allow everyone to plan to attend as required.

6.2.2. Deliverable: Design Session Schedule

6.2.3. Stage: Implementation Contract Stage II

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6.3. Reference #1031: Perform prototyping when appropriate to enable Department staff to review and approve windows, screens, reports or other layouts designs.

6.3.1. Contractor Approach: The Contractor shall create models, documents, and prototypes to communicate User Interface requirements and will document, as applicable, requirements related to custom screens or windows, reports, and forms. The Contractor shall submit the documentation prototypes for windows, screens, reports or other layout designs to the Department for review and approval.

6.3.2. Stage: All Contract Stages

6.4. Reference #1032: Create and provide to the Department for approval templates to guide the development of software applications related to the Colorado interChange.

6.4.1. Contractor Approach: The Contractor shall create templates that will guide the development of the applications, to include programming guidelines for Colorado interChange developers. The templates shall include information guiding interChange developers in the consistent "look and feel" of Enhancements made to User Interfaces.

6.4.2. Deliverable: Application Templates

6.4.3. Stage: Implementation Contract Stage II

6.5. Reference #1033: Develop and provide to the Department for approval an Environment Architecture and Implementation Plan.

6.5.1. Contractor Approach: The Contractor shall develop and provide an Environment Architecture and Implementation Plan that documents the environment architecture's physical and infrastructure requirements and the plan for implementing the environment Specifications.

6.5.2. Deliverable: Environment Architecture and Implementation Plan

6.5.3. Stage: Implementation Contract Stage II

6.6. Reference #1034: Develop and provide to the Department for approval a Physical and System Security Plan.

6.6.1. Contractor Approach: the Contractor shall develop a physical and security document that demonstrates how the Colorado interChange solution—systems, procedures, and practices—fully protects and secures the Department's data and applications in compliance with State and federal regulations.

6.6.2. Deliverable: Physical and System Security Plan

6.6.3. Stage: Implementation Contract Stage II

6.7. Reference #1035: Prepare and submit the Detailed System Design Session meeting notes and include the decisions, justification for changes (including new, modified, or deleted requirements), outstanding Problems requiring follow-up, and impacts to future detailed design sessions.

6.7.1. Contractor Approach: During design sessions and other meetings between the Department and the Contractor, the Contractor shall ensure that minutes are taken by a designated scribe who captures action items, owners, and due dates. The issues and action items shall be managed using standard processes and tools governed by the

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Contractor's PMO. The meeting minutes shall be managed by the Contractor's project manager as part of the overall governance process and available for access in the Contractor's Enterprise SharePoint solution document repository.

6.7.2.   Deliverable: Meeting Notes

6.7.3.   Stage: Implementation Contract Stage II

6.8.   Reference #1036: Submit a draft DSD that incorporates comments submitted by the Department.

6.8.1.   Contractor Approach: The Contractor shall submit a draft DSD that identifies and describes system functions and other characteristics that provide business value to the Department. It shall describe the features, user and system interfaces, business data and business rules, and deployment requirements, as appropriate for the solution being implemented. It shall also document non-functional requirements related to such areas as security, safety, and performance. The level of detail shall be sufficient to contain and direct activities within the approved project scope and to provide a complete explanation of Department expectations.

6.8.2.   Deliverable: Draft DSD

6.8.3.   Stage: Implementation Contract Stage II

6.9.   Reference #1037: Develop a final DSD based on the facilitated design sessions. Detailed design Specifications may be delivered incrementally, as they are developed for each functional component or module, with final approval when all are approved. The DSD shall also include a Systems Documentation Template depicting the outline for the proposed content of the Colorado interChange system documentation. Examples of information to be included in Colorado interChange documentation are hardware and software, descriptions of the services and infrastructural components, and other necessary Colorado interChange information.

6.9.1.   Contractor Approach: The Contractor shall submit a final DSD that identifies and describes system functions and other characteristics that provide business value to the Department. It shall describe the features, user and system interfaces, business data and business rules, and deployment requirements, as appropriate for the solution being implemented. It shall also document non-functional requirements related to such areas as security, safety, and performance.

6.9.1.1.   The final DSD shall include, at a minimum, all of the following:

6.9.1.1.1.   Application system design details

6.9.1.1.2.   Data models

6.9.1.1.3.   Colorado interChange architecture design details—network and hardware

6.9.1.1.4.   Environment architecture design details

6.9.1.1.5.   Process workflows

6.9.1.1.6.   External Interfaces

6.9.1.1.7.   Details of the subsystem functions

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6.9.1.1.8.   Descriptions of edits and rules

6.9.1.1.9.   Reports

6.9.2.   Deliverable: Final DSD

6.9.3.   Stage: Implementation Contract Stage II

6.10.   Reference #1038: Update and maintain the RTM with results from Detailed System Design Sessions.

6.10.1.   Contractor Approach: Through design sessions and other work sessions scheduled as needed, the Contractor shall document, track, and resolve design-related issues. The Contractor shall submit deliverables from this phase to the Department for review and respond to Department feedback until the Contractor achieve approval. If requirements are affected by the detailed design sessions, the Contractor shall update the RTM as needed and submit updates to the Department for approval.

6.10.2.   Deliverable: Updated Requirements Traceability Matrix, as needed

6.10.3.   Stage: Implementation Contract Stage II

7. COLORADO INTERCHANGE PROJECT PHASES, DEVELOPMENT PHASE

7.1.   Reference #1039: Develop and submit to the Department a Unit Test Checklist Template and Unit Test Plan that describes the Contractor's approach, methodology and schedule for unit testing of Colorado interChange.

7.1.1.   Contractor Approach: The Unit Test Plan shall describe the Contractor's approach, methodology, and schedule for unit testing of the system. The Unit Test Plan shall provide a detailed description of unit test cases for execution.

7.1.2.   Deliverable: Unit Test Checklist Template; Unit Test Plan

7.1.3.   Stage: Implementation Contract Stage II

7.2.   Reference #1040: Conduct unit testing and submit results via Unit Test Checklists attesting that each component and module has been thoroughly unit-tested, meets the checklist criteria, and is therefore ready for Colorado interChange test.

7.2.1.   Contractor Approach: The Contractor shall document the Unit test results in the unit test checklist and will verify that each unit of work has been thoroughly tested and is ready for system testing. The unit test checklist shall contain the unit test validation criteria and standards and documents whether the test case passed or failed. The Contractor shall deliver the results of unit testing to the Department on the agreed on schedule.

7.2.2.   Stage: Implementation Contract Stage II

7.3.   Reference #1041: Provide weekly updates and performance metrics on unit testing and development progress to the Department as part of the weekly status reports

7.3.1.   Contractor Approach: The Contractor shall report the performance metrics results to the Department as a part of the weekly status report. The performance metrics reports shall document the progress of the development of system code and the unit testing progress.

7.3.2.   Deliverable: Weekly Status Report

7.3.3.   Stage: Implementation Contract Stage II

7.4.   Reference #1042: Conduct development walkthroughs as appropriate to demonstrate to the Department that all Colorado interChange functions have been completely and accurately developed and unit-tested and record Problems using the project control and Problem reporting system described above.

7.4.1.   Contractor Approach: Development walkthroughs, also called work product reviews, shall be a required component of the Contractor's Healthcare Enterprise EDGE SDLC process. Walkthroughs shall verify that coding standards are followed, validate compliance to requirements, and provide for early detection of Defects.

7.4.2.   Stage: Implementation Contract Stage II

8.   COLORADO INTERCHANGE PROJECT PHASES, DATA CONVERSION PHASE

8.1.   Reference #1043: Takeover existing data and information storage from incumbent Contractor. Store and manage specified historical data covering a specified time.

8.1.1.   Contractor Approach: The Contractor's Conversion team shall work with the Department and the Contractor's DDI Implementation team to identify necessary source data files for conversion.

8.1.2.   Stage: Implementation Contract Stage II

8.2.   Reference #1044: Develop and submit a phased Data Conversion Plan.

8.2.1.   The Data Conversion Plan shall provide detailed requirements including, at a minimum:

8.2.1.1.   Discovery and legacy/source system/data evaluation process.

8.2.1.2.   Recommended scope of data conversion based on discovery/evaluation results.

8.2.1.3.   Relevant data sources including all sub-systems.

8.2.1.4.   Department participation needs in the data conversion process development and execution.

8.2.1.5.   Reporting migration requirements, including functionality validation of third-party tools and/or systems.

8.2.1.6.   Documentation of success and failure metrics.

8.2.1.7.   Post data migration cleanup process.

8.2.1.8.   Final validation and acceptance procedure.

8.2.1.9.   Emergency rollback contingency procedures, if applicable.

8.2.2.   Contractor Approach: The data conversion plan shall document the data conversion methodology and management processes put in place to monitor and communicate the data conversion progress and status. The data conversion plan shall encompass two perspectives—the global or high-level view and the detail view. The global view documents and describes the conversion approach for managing the data conversion effort. The detail view documents the data conversion at the data-mapping field to field

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level and details the data provided on the conversion run result reports. The data conversion plan shall also address final conversion planning and risk mitigation steps and contingency planning.

8.2.3.   Deliverable: Data Conversion Plan

8.2.4.   Stage: Implementation Contract Stage II

8.3.   Reference #1045: Acquire the hardware and software needed for a successful data conversion.

8.3.1.   Contractor Approach: The Contractor's Conversion team shall work with the Contractor's solution architect and database administrator when standing up the conversion environment with the necessary conversion hardware and software tools and processes.

8.3.2.   Stage: Implementation Contract Stage II

8.4.   Reference #1046: Implement a fully functioning data migration environment to be used by both the Contractor and Department for current and ongoing migration needs.

8.4.1.   The data migration environment shall include all of the following:

8.4.1.1.   Relevant tools, utilities, and software.

8.4.1.2.   Associated licenses with ownership transferred to the Department.

8.4.1.3.   Appropriate access rights for management, operation, and Maintenance.

8.4.2.   Contractor Approach: The Contractor's standard conversion process and plan shall establish a unique, secure, fully functional conversion environment, isolated from the DDI team and only accessible by the Conversion team.

8.4.2.1.   The conversion environment shall house the conversion-specific Oracle databases, data mapping, and UNIX work space. The Contractor shall transfer the ownership of all applicable licenses to the Department as appropriate. The Conversion team shall perform its work here developing the conversion programs and processes, testing the results, and storing the legacy source data to be converted in its original unaltered state. Additionally, the Conversion team shall store the conversion run results here. No conversion run results will be available to the DDI team or the Department until the Conversion team actually loads data into the designated target database environment such as User Acceptance Test (UAT) environment.

8.4.3.   Stage: Implementation Contract Stage II

8.5.   Reference #1047: Revise System and User Documentation as required.

8.5.1.   Contractor Approach: The revision of system and user documentation shall be a component of the data conversion process. Two sources can trigger changes or revisions to conversion documentation—a change to a legacy source data file used by conversion and a change to the target database.

8.5.2.   Deliverable: Revised System and User Documentation, as required

8.5.3.   Stage: Implementation Contract Stage II

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8.6. Reference #1048: Perform a Colorado interChange test to compare all transferred programs, files, utilities, etc., to determine that the migration was successful.

8.6.1. Contractor Approach: The system test results reporting as it relates to data conversion shall be a component of the Colorado interChange and supporting services test plan and details the methodology for verifying and approving the data conversion system test results. The Contractor shall follow the conversion test plan methodology and philosophy that includes testing and verifying the conversion result as many times as possible before final conversion. The goal is to identify and resolve conversion issues before performing final conversion. The Contractor shall accomplish this and determine how many opportunities the Contractor needs to verify converted data before conversion actually makes data available for application and the Department's review using the Contractor's iterative testing and divide and conquer methodology.

8.6.2. Stage: Implementation Contract Stage II

9. COLORADO INTERCHANGE PROJECT PHASES, TESTING PHASE

9.1. Reference #1049: Provide an integrated test environment consistent with the proposed SDLC process that allows the Department and the Contractor to monitor the accuracy of the Colorado interChange and test proposed changes to the system by processing test claims/Encounters and other transactions through Colorado interChange without affecting normal operations. The test environment shall allow for end-to-end testing including transmission of all Colorado interChange data to the BIDM.

> Note: The Test Plan, which shall be approved by the Department, shall contain details of when environments will be provided.

9.1.1. Contractor Approach: Testing shall occur in a production-like environment, simulating production claims processing to identify potential Problems with claims adjudication policy Configuration, file conversions, and critical system functions. The Contractor's initial task with policy testing shall be to verify the accuracy of the Department's policies. The Contractor shall use the Contractor's tools to confirm that policies have been transferred and configured correctly from the legacy MMIS to the Colorado interChange by monitoring the policy adjudication results and investigating the reasons for the differences.

9.1.2. Stage: Implementation Contract Stage II

9.2. Reference #1050: The test environment shall be sized to be capable of mirroring the production Colorado interChange in its files, databases, processing, and reporting.

9.2.1. Contractor Approach: The Contractor shall use, an automated testing tool used to test system load capacity, such as the Contractor's LoadRunner, for the User Interface portion of the application. This testing tool shall be able to simulate hundreds or thousands of concurrent users to put the application through the rigors of real-life user loads. Additionally, the Contractor shall schedule workload testing for various batch systems during this time. When load and stress testing can begin, the Contractor shall create scripts and scenarios that accurately simulate the expected production usage levels. With the creation of scripts, the Contractor shall set up monitoring tools to capture key performance metrics.

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9.2.1.1.   Using the Contractor's testing tool, the Contractor shall apply load to the system to determine how it handles the expected number of transactions. The results of these tests shall be used to identify potential areas of poor performance, bottlenecks, or breaks in the system. Solving these issues may require the involvement of the application and the infrastructure teams, which will then identify corrective action.

9.2.2.   Stage: Implementation Contract Stage II

9.3.   Reference #1051: The Contractor shall verify that similar Legacy System and Colorado interChange tests will produce the same results.

9.3.1.   Contractor Approach: The Contractor shall verify that similar Legacy System and Colorado interChange tests will produce the same results. The Contractor shall develop the test environment(s) to allow for the processing of mock data from production to populate claims/Encounters with a volume and distribution similar to that of the production system. System and integration testing will be performed such that the data is not overwritten by multiple testing initiatives or the refresh. Refreshing data shall be scheduled per the Department-approved Change Management Plan and shall include the entire Colorado interChange. The Contractor shall move new and updated software into the appropriate environment before testing. The Change Management Plan shall govern this step of the preparation process, and the Data Conversion team shall be responsible for loading the test data into each environment.

9.3.2.   Stage: Implementation Contract Stage II

9.4.   Reference #1052: The test environment(s) shall allow for the processing of mock data from production to populate claims/Encounters with a volume and distribution similar to that of the production system. All system and integration testing shall be performed such that the data is not overwritten by multiple testing initiatives or the refresh. Refreshing data will be scheduled per the Department-approved Change Management Plan and will include the entire Colorado interChange.

9.4.1.   Contractor Approach: Testing shall occur in a production-like environment, simulating production claims processing to identify potential Problems with claims adjudication policy Configuration, file conversions, and critical system functions. The Contractor shall use the Contractor's tools to confirm that policies have been transferred and configured correctly from the legacy MMIS to the Colorado interChange by monitoring the policy adjudication results and investigating the reasons for the differences.

9.4.2.   Stage: Implementation Contract Stage II

9.5.   Reference #1053: As Colorado interChange improvements or Enhancements are implemented, that functionality shall also be deployed to test environments, so that test environments mirror production functionality.

9.5.1.   Contractor Approach: Testing shall occur in a production-like environment, simulating production claims processing to identify potential Problems with claims adjudication policy Configuration, file conversions, and critical system functions. The Contractor's initial task with policy testing shall be to verify the accuracy of the Department's policies. The Contractor shall use the Contractor's tools to confirm that policies have been transferred and configured correctly from the legacy MMIS to the Colorado

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interChange by monitoring the policy adjudication results and investigating the reasons for the differences.

9.5.2.   Stage: Implementation Contract Stage II

9.6.   Reference #1054: Provide the Department with online access to the integrated test environment.

9.6.1.   Contractor Approach: The Contractor shall provide the Department with online access to the integrated test environment.

9.6.2.   Stage: Implementation Contract Stage II

9.7.   Reference #1055: Automate the testing process for changes or Enhancements to Colorado interChange.

9.7.1.   Contractor Approach: The Contractor shall provide automated testing to develop the Colorado interChange and Supporting Services Test Plan that describes the Contractor's approach and commitment to the testing subphases required for a system of this magnitude, also including, Process for submitting, monitoring, and resolving Defects found during testing and Enhancements and assigning severities/priorities in accordance to Department standards. The Contractor also will adhere to the deliverable submission, review, and approval process as described and approved by the Department within the Change Management Plan and this Contract.

9.7.2.   Stage: Implementation Contract Stage II

9.8.   Reference #1056: Automate the Defect tracking process for changes or Enhancements to Colorado interChange.

9.8.1.   Contractor Approach: the Contractor shall use the Defect module of the Contractor's ALM to record, track, and manage Defects through their life cycles.

9.8.2.   Stage: Implementation Contract Stage II

9.9.   Reference #1057 and Reference #1058: Develop a Colorado interChange and Services Test Plan.

9.9.1.   The Colorado interChange and Services Test Plan developed by the Contractor shall describe the Contractor's approach and commitment to all testing sub-phases required for a system of this magnitude, including, but not limited to:

9.9.1.1.   Colorado interChange testing process.

9.9.1.2.   Integration testing.

9.9.1.3.   Data Conversion testing process.

9.9.1.4.   Approach to supporting Department during UAT. The UAT process shall provide for authorized Colorado interChange users to exercise the entire Colorado interChange, including the use of converted data, in a separate, controlled environment.

9.9.1.5.   Performance/stress testing.

9.9.1.6.   Penetration testing.

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9.9.1.7.   The approach to conducting all specified testing for all Colorado interChange programs per Department entrance and exit criterion. Any changes to test cases, including entrance and exit criteria, require written approval by the Department.

9.9.1.8.   Roles and responsibilities throughout the Testing Phase.

9.9.1.9.   Process for submitting, monitoring, and resolving Defects found during testing and Enhancements and assigning severities/priorities in accordance to Department standards.

9.9.1.10.   Process for applying fixes to the Colorado interChange and regression testing of any fixes.

9.9.1.11.   Assurance of parity between technical environments.

9.9.1.12.   Description of the proposed system or tool for identifying, prioritizing, tracking, fixing, and re-testing Colorado interChange Defects or Enhancements. This tool may be the same Project Control and Problem Reporting System detailed in Section 7.2 (Project Management).

9.9.1.13.   Structured promotion of functionality to subsequent testing levels.

9.9.1.14.   Summary of testing tools used throughout the Testing Phase, including the approach to defining test cases that are representative of actual cases.

9.9.1.15.   Testing of recovery processes and/or component outages/failures.

9.9.2.   Contractor Approach: The Contractor shall develop such test plan in accordance with the requirements of this section.

9.9.3.   Deliverable: Colorado interChange and Services Test Plan

9.9.4.   Stage: Implementation Contract Stage II

9.10.   Reference #1059: Design, implement, and document detailed test cases for each sub-phase of testing identified in the above requirement. Test cases should include identifications, detailed steps, expected results, actual results (where appropriate), and be traceable to requirements listed in this Contract in the RTM.

9.10.1.   Contractor Approach: The Contractor shall develop such test cases in accordance with the requirements of this section and provide access to the Department through the Contractor's ALM.

9.10.1.1.   The Contractor shall train Department staff on the UAT and other testing tools as required.

9.10.2.   Deliverable: Test Cases

9.10.3.   Stage: Implementation Contract Stage II

9.11.   Reference #1060: Submit all Test Results, including Performance/Stress Testing Results, Final Colorado interChange Test Results, and Penetration Test Results, for each test sub-phase to the Department.

9.11.1.   The Test results shall include, at minimum:

9.11.1.1.   Summary of testing results.

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9.11.1.2.   Pass/Failure Rate.

9.11.1.3.   Defect IDs and severity level of failed test cases.

9.11.1.4.   Proposed resolution for identified Defects.

9.11.2.   Contractor Approach: The Contractor shall submit all test results in accordance with the requirements of this section.

9.11.3.   Deliverable: Test Results

9.11.4.   Stage: Implementation Contract Stage II

9.12.   Reference #1061: Perform regression testing for all Defects identified as directed by the Department and provide regression testing results.

9.12.1.   Contractor Approach: The Contractor shall submit all test results in accordance with the requirements of this section.

9.12.2.   Deliverable: Test Results

9.12.3.   Stage: Implementation Contract Stage II

10. COLORADO INTERCHANGE PROJECT PHASES, ORGANIZATIONAL READINESS AND TRAINING PHASE

10.1.   Reference #1062: Provide regular updates to Department during the Organizational Readiness period.

10.1.1.   Contractor Approach: During the Organizational Readiness period, the Contractor shall provide regular updates to the Department on the progress of the training activities, including training scheduled and completed. The Contractor shall maintain continual communication with the Department and its vendors through work group meetings and integrated status reporting to enhance awareness and foster collaboration. The Contractor shall use documentation solutions to enhance communication, information sharing, and timeliness to review and publish documentation.

10.1.2.   Stage: Implementation Contract Stage II

10.2.   Reference #1063: Provide support to the Department as part of Organizational Readiness, including providing a minimum of one organizational readiness lead and a minimum of two staff members who will be available as required to address questions and concerns.

10.2.1.   Contractor Approach: As part of Organizational Readiness, the Contractor shall support the Department to include providing a minimum of one organizational readiness lead and at least two staff members who will be available as needed to address questions and concerns. The Contractor shall put in place a communication plan with education and training that helps to prepare stakeholders for the Colorado interChange and Services.

10.2.2.   Stage: Implementation Contract Stage II

10.3.   Reference #1064: Ensure all necessary Colorado interChange access is in place, including passwords, at the time of Organizational Readiness training.

10.3.1.   Contractor Approach: The Contractor shall work closely with the Department staff to establish access to the new system for each user, including the training environment as

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appropriate. The Contractor shall establish a process to verify that only authorized users are provided access to the system and that they receive the appropriate security level. The Contractor shall provide passwords and any other information required for access in time for Organizational Readiness training.

10.3.2. Stage: Implementation Contract Stage II

10.4. Reference #1065: Assist the Department in identifying information to be conveyed to Department staff and providers as part of Organizational Readiness.

10.4.1. Contractor Approach: The Contractor shall create detailed documentation to be provided to Department staff and providers as part of Organizational Readiness. The Contractor shall assign a lead for this effort and make the requested staff members available during Department business hours to assist the Department in identifying information to be conveyed to Department staff members and providers for organizational readiness and to address questions and concerns.

10.4.2. Stage: Implementation Contract Stage II

10.5. Reference #1066: Maintain and update the training environment with training data to use during training.

10.5.1. Contractor Approach: The Contractor shall maintain a training environment that is separate from the production and testing environments with specific training data that supports targeted scenarios for use in the classes. This environment shall be monitored and controlled by the Contractor's training staff and shall receive regular updates to stay in sync with the Production Environment.

10.5.2. Deliverable: Training Environment

10.5.3. Stage: Implementation Contract Stage II

10.6. Reference #1067: Provide regular refresher training sessions for authorized Colorado interChange users to disseminate updated or new functionality or business processes related to the MMIS throughout the Contract term, extending as agreed upon.

10.6.1. Contractor Approach: The Contractor shall deliver training in two phases. Before implementation, internal users and providers shall be trained on the use of the new Colorado interChange to prepare them for a smooth transition. The initial Training Phase will continue for several weeks following implementation until users reach a general comfort level.

10.6.1.1. After the Implementation Phase is complete, the Contractor shall provide ongoing training classes that regularly address the following areas:

10.6.1.1.1. New Department staff members

10.6.1.1.2. Annual refresher training, including new system features

10.6.1.1.3. Ad hoc training requests

10.6.2. Deliverable: Refresher Training Sessions

10.6.3. Stage: Implementation Contract Stage II and all Ongoing Operations Stages

10.7. Reference #1068: Develop and submit for Department approval a Training Plan.

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10.7.1. Contractor Approach: The Contractor's training plan shall outline the recommended approach to educate and improve the skills of users during the transition to the Colorado interChange and Services. The plan shall serve as a guide for training and performance support activities during the project, and is the basis for the training plan. The training plan shall address the strategic learning needs of Colorado interChange and Services users and other stakeholders as applicable throughout the project.

10.7.2. Deliverable: Training Plan

10.7.3. Stage: Implementation Contract Stage II

10.8. Reference #1069: The Resource Management Plan shall include a Training Plan to be reviewed annually and approved by the Department. The plan shall demonstrate the commitment of the Contractor staff to meet the learning needs of the authorized Colorado interChange users and include a proposed plan for face-to-face training on a mutually agreed upon schedule.

> The Training Plan shall include a Provider Transition Training Plan.

10.8.1. Contractor Approach: The Contractor shall update the plan to address evolving training needs based on new features or business processes related to the Colorado interChange annually.

10.8.2. Deliverable: Resource Management Plan – Training Plan; Training Plan – Provider Transition Training Plan

10.8.3. Stage: Created - Implementation Contract Stage II; Updated annually in all Ongoing Operations Stages

10.9. Reference #1070: As specified in the Training Plan, develop, deliver, update, maintain, and conduct a broad spectrum of comprehensive training programs including an evaluation and quality improvement component for all training sessions, and related documentation and materials, for initial and ongoing training for internal and external stakeholders, including, but not limited to, authorized Colorado interChange users from the Department, partners, providers, the Contractor, and other supporting contractors.

10.9.1. Contractor Approach: The Contractor shall develop an annual training plan for Department approval. The Contractor shall begin work on the training plan in collaboration with Department staff in the third quarter of a calendar year for the following calendar year. The Contractor shall solicit training ideas and initiatives from Department team members as well as from subject-matter experts (SMEs) within the Contractor's organization.

10.9.1.1. The Contractor shall offer the following methods of training:

10.9.1.1.1. Live—As appropriate, the Contractor shall conduct live—that is, face-to-face—training sessions with providers, Department staff, and internal staff members. The Contractor shall work with the Department to define which training topics are best suited for face-to-face. The Contractor also will work with the Department to define optimal sites around Colorado for the face-to-face sessions.

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10.9.1.1.2.   Webcasts—the Contractor shall create video recordings of certain training sessions as directed by the Department and have them available for viewing 24 x 7 on the Contractor's Web Portal. These may be sessions which are "core" training sessions offered to providers (such as Portal Fundamentals classes), which allow the providers to learn at their own pace at a time of their choosing.

10.9.1.1.3.   The Contractor's Virtual Room—There are times where live, face-to-face training may not be needed, however, more interaction with the audience is needed than a taped webcast provides. In these instances, the Contractor training team shall use the Contractor's Virtual Room. This tool shall allow the training team to have live, web-based training sessions with providers and other entities.

10.9.2.   Deliverable Stage: Stage: Created - Implementation Contract Stage II; Updated each calendar year in all Ongoing Operations and Enhancement Contract Stages

11. COLORADO INTERCHANGE PROJECT PHASES, IMPLEMENTATION AND ROLL OUT PHASE

11.1.   Reference #1071: Develop an Implementation Strategy.

11.1.1.   The Implementation strategy shall describe, at a minimum:

11.1.1.1.   The phased approach to the Colorado interChange and Services roll out to authorized Colorado interChange users groups and/or of functionality.

11.1.1.2.   The proposed implementation schedule.

11.1.1.3.   A tracking process for Problems and Defects.

11.1.1.4.   Communication and Contractor support procedures.

11.1.1.5.   Contractor and Department roles and responsibilities.

11.1.1.6.   Operational Readiness Criteria and Operational Readiness Walkthrough approach that addresses Contractor and Colorado interChange and Department readiness.

11.1.1.7.   Colorado interChange acceptance procedures.

11.1.2.   Contractor Approach: The Contractor's implementation strategy shall describe the entire approach to implementation including the schedule, Defect resolution, roles and responsibilities, and other procedures related to the Implementation and Rollout Phase.

11.1.2.1.   The Contractor shall coordinate involvement by stakeholders during the implementation. This shall include the Department, incumbent FA, subcontractors, other State agencies as required by the Department, and the provider community.

11.1.3.   Deliverable: Implementation Strategy

11.1.4.   Stage: Stage: Created - Implementation Contract Stage II

11.2.   Reference #1072: Conduct an Operational Readiness Walkthrough with the Department prior to the Colorado interChange implementation and Roll Out Phase. The Operational Readiness Walkthrough shall validate the Contractor's, Colorado interChange's, and Department's operational readiness. The Department shall formally sign off on each

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Operational Readiness Walkthrough prior to implementing the next Colorado interChange and Services Roll Out Phase.

11.2.1.   Contractor Approach: The contractor shall deploy the operational readiness walkthrough based on the functions each operational area will perform during the Operational Phase, as described in Exhibit D including the business and technical operations functions. During implementation and rollout, the Contractor shall validate procedures with the Department and enhance them to include the new business process functions being added.

11.2.1.1.   Based on this process validation, the Contractor shall create specific test cases in each operational business functional area that the Contractor shall use during the operational readiness walkthrough. These test cases shall contain the business functions that the Colorado interChange is required to perform and to demonstrate the Contractor's readiness to assume responsibility for operations. The Contractor's operational readiness walkthrough, including pilot testing of actual claims processing in an operational environment, will help demonstrate the Contractor's ability to assume full operations processing.

11.2.2.   Deliverable: Operational Readiness Walkthrough

11.2.3.   Stage: Implementation Contract Stage II

11.3.   Reference #1073: Develop a "Go-Live" Support Plan that documents the onsite and offsite authorized Colorado interChange users support provided by the Contractor and Department during the initial Colorado interChange implementation. Go-Live is defined as the period when the Production Environment is first accessed by authorized Colorado interChange users to support business functions to the time when the Department formally accepts Colorado interChange. The Go-Live support model is different than the Help Desk, which is meant to support the Colorado interChange once operationally stable.

11.3.1.   Contractor Approach: The Contractor's go-live support plan shall detail the processes that will be followed by the Contractor staff members to support users of the new Colorado interChange during the go-live period. The users of the system will include the Contractor and Department staff members. This plan shall specifically address issues that may occur in the period directly before and directly after the implementation of the new system.

11.3.2.   Deliverable: Go Live Support Plan

11.3.3.   Stage: Implementation Contract Stage II

11.4.   Reference #1074: Develop an Implementation and Roll Out Plan that details planning and roadmaps for managing all Colorado interChange releases (if applicable). This includes managing dependencies across releases along with handling Technology Stacks, databases and infrastructure to match the roll out needs.

11.4.1.   Contractor Approach: The Contractor's implementation and roll out plan shall detail the processes for releasing each component of the new Colorado interChange into production. For each functional area, the Contractor shall prepare a go or no-go checklist to demonstrate performance of key activities and functions. The Contractor shall develop specific go or no-go decision factors for each functional area. Categories

on the go or no-go checklist include completion (yes or no), percent of completion, and capturing of issues and comments related to the checklist. Functional areas will receive a go indicator on successfully demonstrating or completing their area-specific business decision factors.

11.4.1.1. Working with the Department, the Contractor shall develop specific implementation readiness checklists for business functions. The Contractor shall make checklists available to the business owners beforehand so that owners of items on the checklist know what needs to be in place before implementation occurs.

11.4.2. Deliverable: Implementation and Roll Out Plan

11.4.3. Stage: Implementation Contract Stage II

11.5. Reference #1075: Develop a Post-Implementation Operational Monitoring Plan, including methods and schedules for the Department and the Contractor to conduct post-implementation monitoring of Colorado interChange operations related to performance expectations as described in this Appendix.

11.5.1. Contractor Approach: The Contractor's post-implementation operational monitoring plan shall detail the processes that the Contractor and Department management will use to address issues that occur after implementation. These processes shall include the escalation process for issues, how system performance will be monitored, what benchmarks will be used to measure the success of the new Colorado interChange, and other processes determined by the Department and the Contractor. The Contractor shall deliver the post-implementation operational monitoring plan during the Implementation and Rollout Phase.

11.5.2. Deliverable: Post-Implementation Operational Monitoring Plan

11.5.3. Stage: Implementation Contract Stage II

11.6. Reference #1076: Update Colorado interChange documentation and operating procedures with lessons learned from the Implementation and Roll Out Phase.

11.6.1. Contractor Approach: The Contractor's system and user documentation shall be created and maintained throughout the Implementation and Roll Out Phase as different areas complete their design and construction. Before rollout, the Contractor shall refresh the documentation to include changes that occurred after the initial Design and Construction phases.

11.6.1.1. The Contractor shall consider system documentation and procedure manuals as living documents, moving and changing with each phase of the project. When the Implementation and Rollout Phase begins, the documentation and procedures shall be updated with lessons learned during this phase.

11.6.2. Deliverable: Updated Colorado interChange Documentation/Operating Procedures, as necessary

11.6.3. Stage: Implementation Contract Stage II

11.7. Reference #1077: Obtain formal Department approval for the implementation of the Colorado interChange.

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11.7.1.   Contractor Approach: The Contractor shall work with the Department to determine the appropriate notification for the Department to provide formal documentation and approval that the Contractor may proceed with implementation and rollout. This may include the results from the Testing Phase, the results of go-live checklists, and other information as needed.

11.7.2.   Stage: Implementation Contract Stage II

11.8.   Reference #1078: Prepare a Post-Implementation Evaluation Report.

11.8.1.   The Post-Implementation Evaluation Report shall include:

11.8.1.1.   Lessons learned.

11.8.1.2.   Project successes and failures.

11.8.1.3.   Evaluation metrics including:

11.8.1.3.1.   Actual and planned budget comparisons.

11.8.1.3.2.   Actual and planned schedule comparisons.

11.8.1.3.3.   Actual and planned scope comparisons.

11.8.1.4.   Colorado interChange user satisfaction.

11.8.1.5.   Benefits gained over the Legacy System.

11.8.1.6.   The current status of the Colorado interChange and Services.

11.8.1.7.   Ongoing contingencies or problems.

11.8.2.   Contractor Approach: The Contractor's post-implementation evaluation report shall serve as a tool for the Contractor and the Department to determine the success of the implementation project.

11.8.3.   Deliverable: Post Implementation Evaluation Report

11.8.4.   Stage: Implementation Contract Stage II

12. COLORADO INTERCHANGE PROJECT PHASES, OPERATIONS AND MAINTENANCE PHASE

12.1.   Reference #1079: Develop a Colorado interChange Operational Procedures Manual Template with the proposed format for the Colorado interChange Services Operational Procedures Manual, which provide guidelines for the operation and use of the Colorado interChange.

12.1.1.   At minimum, Colorado interChange Operational Procedures Manual shall contain the following sections:

12.1.1.1.   Policies, processes and workflows related to the Colorado interChange and Services.

12.1.1.2.   Policies, processes and workflows related to the data center.

12.1.1.3.   General requirements for compliance with privacy and security.

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12.1.2.   Contractor Approach: The Contractor shall develop Colorado interChange and Operations Procedures Manual with policies, procedures and workflows related to the Colorado interChange and the data center, and general requirements for compliance with privacy and security during the Operations and Maintenance Phase.

12.1.3.   Deliverable: Colorado interChange Operational Procedures Manual

12.1.4.   Stage: Designed – Implementation Contract Stage II; Implemented – On-going Operations and Enhancements

12.2.   Reference #1080: Perform operations and Maintenance throughout the life of the Contract at no additional cost to the Department, and develop and make available electronically a Colorado interChange Operations and Maintenance Plan.

12.2.1.   Colorado interChange Operations and Maintenance Plan shall include the following:

12.2.1.1.   Monitoring of daily performance of the Colorado interChange and Services.

12.2.1.2.   Updates, patches, licenses, and repairs to components of the production, test, training, UAT, and all other accessible environments including but not limited to:

12.2.1.2.1.   Hardware.

12.2.1.2.2.   Operating systems.

12.2.1.2.3.   Database systems.

12.2.1.2.4.   Application and other software.

12.2.1.2.5.   Utilities for systems, database, software, communications.

12.2.1.2.6.   Voice, video, data communication lines.

12.2.1.2.7.   Communications software.

12.2.1.2.8.   Drivers.

12.2.1.2.9.   Configurations.

12.2.2.   Contractor Approach: The Contractor shall perform operations and Maintenance and develop and deliver a systems operations and Maintenance plan that includes plans to monitor daily performance of the Colorado interChange Services and plans for managing updates, patches, licenses, and repairs to components of the production, test, training, UAT, and development environments.

12.2.3.   Deliverable: Colorado interChange Operations and Maintenance Plan

12.2.4.   Stage: Designed – Implementation Contract Stage II; Implemented – On-going Operations and Enhancements

12.3.   Reference #1081: As defined by Colorado interChange Operations and Maintenance Plan to include the following:

12.3.1.   Defect identification, tracking, and correction process.

12.3.2.   Plan for maintaining security on a database, network, and individual authorized Colorado interChange users level including Maintenance of authorized Colorado interChange user accounts.

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12.3.3.   Help Desk Support Plan including, at minimum:

12.3.3.1.   Available support services and proposed help desk staffing model that will ensure the performance expectations.

12.3.3.2.   Internal Contractor policies to ensure Protected Health Information (PHI), Personally Identifiable Information (PII) and other Department or Client data is only shared with appropriate staff.

12.3.3.3.   After-hour contact and Problem reporting process.

12.3.4.   Colorado interChange documentation, including end-user and system administrator documentation.

12.3.5.   Proposed Contractor staffing model for the Operations Phase.

12.3.6.   Process for submitting operations problem reports to the Department when operational problems occur, describing the nature of the problem, the expected impact on ongoing functions, a corrective action plan, and the expected time of problem resolution.

12.3.7.   Contractor Approach: During the Operations and Maintenance Phase of the project, the Contractor shall:

12.3.7.1.   Include components in the systems operations and Maintenance plan to define Defect identification, tracking, and correction process and database, network, and individual Colorado interChange users Authorization and user account Maintenance processes

12.3.7.2.   Develop the Help Desk Support Plan that defines help desk support services and staffing models; handling processes of PHI or PII; and after-hours contact and problem reporting processes

12.3.7.3.   Updated systems documentation and user and system administration documentation

12.3.7.4.   Development of the contractor operations staffing model for the Operations Phase

12.3.7.5.   Process for operational problem reporting to the Department

12.3.8.   Deliverable: Help Desk Support Plan

12.3.9.   Stage: Designed – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancements

12.4.   Reference #1082: Publish a Colorado interChange Software Version Release Schedule and provide updates to the Department as requested.

12.4.1.   Contractor Approach: The Contractor shall publish a system software version release schedule and provide updates to the Department as requested. The Contractor shall establish system change planning meetings with the Department as part of operations planning and review the release schedule with the Department at each system change planning meeting. The Contractor shall keep the release schedule current, which is critical to effective workload planning and visibility for Colorado interChange users to stay aware of upcoming changes that may impact their business areas. In planning the release schedule with the Department, the Contractor also shall work with the Department to define the format and content level for system change release notes—

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the document that will be produced with each completed release that describes, in business language, what changes have moved into production processing. Release notes shall be published and posted to an agreed-on common user access area for ease of reference.

12.4.2. Deliverable: Colorado interChange Software Version Release Schedule

12.4.3. Stage: Designed – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancements

12.5. Reference #1083: Provide online end user and Colorado interChange Administrative Documentation that includes information on Colorado interChange screens, workflows, data fields, reports, etc.

12.5.1. Contractor Approach: The Contractor shall prepare user and system administrative documentation that includes information on system screens, workflows, data fields, and reports and deliver that documentation to the Department in preparation for use during the Operations and Maintenance Phase. The Contractor shall train users on how to access documentation that will guide them through the steps to use the Colorado interChange system and how to find definitions for fields on screens, workflow steps, and data definitions for reports

12.5.1.1. Documentation shall be stored primarily in the Contractor's Enterprise SharePoint solution. One-touch access to documentation is an inherent part of the Colorado interChange User Interface (UI). User documentation is based in a common set of objects for screens, reports, and processes so that current information for system administrative documentation and user documentation is always current and complete—not an additive step after system changes are made.

12.5.2. Deliverable: Online End User Documentation and Colorado interChange Administrative Documentation

12.5.3. Stage: Designed – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancements

12.6. Reference #1084: Provide secure and encrypted email account(s) for the Department to report Problems, questions or Colorado interChange Problems while safely exchanging PHI/PII, as required.

12.6.1. Contractor Approach: The Contractor shall provide secure and encrypted email accounts for the Department to report problems, questions, or system Problems while safely exchanging PHI/PII, as required. The Contractor shall use an encrypted email system, such as ZixMail as an encrypted email solution. The encrypted email system shall have an email encryption certificate application that provides high-level, point-to-point, secure email delivery. It shall be simple, easy to use, and enables the user to encrypt, decrypt, and send private email messages and secure attachments to anyone, whether they have ZixMail or not. The encrypted email system shall provide certified receipts that allow the user to know exactly when a message is sent and opened. The encrypted email system shall securely store messages, verify messages are only opened by the intended recipient, and provide a digital signature that validates the recipient of the sender's identity.

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12.6.2.   Stage: Designed – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancements

12.7.   Reference #1085: Provide a searchable library, with highly flexible search criteria to enable an authorized Colorado interChange users to quickly find needed information in policy manuals, training material, implementation memos and all necessary help functions.

12.7.1.   Contractor Approach: With the Colorado interChange covering such a broad spectrum of functions and documents, searching for information shall be easy, fast, and familiar. The Contractor shall store plans, manuals, training materials, formal correspondence, and implementation memos and documents that support help functions using the Contractor's Enterprise SharePoint solution. The integrated components of the Contractor's PPM, the Contractor's ALM, and the Colorado interChange shall have automated links to specific documents, but the Contractor recognizes that sometimes individuals need to search for information across multiple sources.

12.7.1.1.   The Contractor shall install and provide an enterprise search engine, such as Google Search Appliance 7.0, that provides Google-like search capabilities. The search engine shall provide highly flexible search criteria to enable an authorized Colorado interChange users to quickly find needed information in policy manuals, training material, implementation memos and the necessary help functions. The Contractor shall use the search engine to allow millions of document and data points to be indexed, searched, and quickly displayed back to the user to reduce wasted time spent searching at individual sites for one or many specific documents. The search engine shall allow searches through more than 220 files types including the most common HTML, PDF and Microsoft Office files.

12.7.2.   Deliverable: Searchable Library

12.7.3.   Stage: Designed – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancements

12.8.   Reference #1086: There shall be a Warranty Period as defined in the Contract.

12.8.1.   Contractor Approach: The Contractor shall adhere to the Warranty Period as defined in the Contract

13. COLORADO INTERCHANGE PROJECT PHASES, CMS CERTIFICATION PHASE

13.1.   Reference #1087: Coordinate with the Department to develop CMS Certification Checklist Documentation for each Medicaid Enterprise Certification Toolkit (MECT) Checklist requirement.

13.1.1.   Contractor Approach: The Contractor shall coordinate with the Department to develop and submit the CMS Certification Phase deliverables in accordance with the Department's schedule. The Contractor shall coordinate with the Department to resolve any issues found during the CMS certification process.

13.1.2.   Deliverable: CMS Checklist Certification Documentation

13.1.3.   Stage: Implementation Contract Stage II

14. COLORADO INTERCHANGE PROJECT PHASES, ENHANCEMENTS PHASE

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14.1.   Reference #1088: Develop an Enhancements Test Plan that describes the approach to all testing necessary to implement Enhancements.

14.1.1.   Contractor Approach: The Contractor shall develop an Enhancement Test Plan that describes the approach to all testing necessary to implement Enhancements.

14.1.2.   Deliverable: Enhancements Test Plan

14.1.3.   Stage: Implementation Contract Stage II and Ongoing Operations and Enhancements

14.2.   Reference #1089: Design, implement, and document detailed test cases (UAT initial test cases and detailed Colorado interChange test cases) for Enhancement testing. Test cases should include dummy IDs (not real ones), detailed steps, expected results, actual results (where appropriate), and be traceable to requirements listed in this Contract in the RTM.

14.2.1.   Contractor Approach: The Contractor shall Design, implement, and document initial UAT and detailed system test cases for each Enhancement Change Request; create test cases using dummy IDs, not production IDs, and detailed test execution steps, expected results, and actual results that will be linked and traceable back to the originating requirement.

14.2.2.   Deliverable: Test Cases

14.2.3.   Stage: Implementation Contract Stage II and Ongoing Operations and Enhancements

14.3.   Reference #1090: Submit all Test Results for each test sub-phase to the Department.

14.3.1.   The Test Results for each sub-phase shall include, at minimum:

14.3.1.1.   Summary of testing results.

14.3.1.2.   Pass/Failure Rate.

14.3.1.3.   Defect IDs and severity level of failed test cases.

14.3.1.4.   Proposed resolution for identified Defects.

14.3.1.5.   Performance/Stress Testing Results.

14.3.1.6.   Final Enhancements Test Results.

14.3.1.7.   Penetration Test Results.

14.3.2.   The following tests should be done independently with the results, Defects and severity level, pass/fail rate, and proposed resolution for identified Defects submitted to the Department:

14.3.2.1.   Performance/Stress Testing.

14.3.2.2.   Final Enhancements Test Results.

14.3.2.3.   Penetration Test Results.

14.3.3.   Contractor Approach: The Contractor shall submit test results for each test sub-phase and provide test and Defect metrics, test results, proposed Defect resolution, and separate and independent performance or stress testing results, penetration testing results, and final Enhancements test results.

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14.3.3.1. The tools used for evaluating and monitoring are provided through the Contractor's PPM, the Contractor's ALM, and the Contractor's Enterprise SharePoint solution that are an integrated set of tools to manage the Enhancement Change Request process. These are provided as part of the total solution.

14.3.4. Deliverable: Test Results

14.3.5. Stage: Implementation Contract Stage II and Ongoing Operations and Enhancements

14.4. Reference #1091: Collaborate with the Department to identify and prioritize its Colorado interChange requirements that are not included in the Colorado interChange and are outside of the contracted scope, following the Change Management Process.

14.4.1. Contractor Approach: The Contractor shall work with the Department to understand priorities and future direction for receiving, distributing, managing, and delivering changes. The Contractor shall use the Contractor's repeatable and consistent change management process to track, monitor, and report a change. When reviewed, accepted, and approved as a change by the Department, the Contractor shall assign each Change Request to a planned code release based on the assigned priority. The release schedule shall be visible to approved users, enabling effective business planning for upcoming changes to the system.

14.4.2. Stage: Implementation Contract Stage II and Ongoing Operations and Enhancements

15. COLORADO INTERCHANGE PROJECT PHASES, TURNOVER PHASE

15.1. Reference #1092: Develop a Colorado interChange and Services Turnover Plan at no additional cost to the Department.

15.1.1. Colorado interChange Turnover Plan shall include, at minimum:

15.1.1.1. Proposed approach to Turnover.

15.1.1.2. Tasks and subtasks for Turnover.

15.1.1.3. Schedule for Turnover.

15.1.1.4. Entrance and exit criteria.

15.1.1.5. Readiness walkthrough process.

15.1.1.6. Documentation update procedures during Turnover.

15.1.1.7. Description of Contractor coordination activities that will occur during the Turnover Phase that will be implemented to ensure continued functionality of the Colorado interChange and Services as deemed appropriate by the Department.

15.1.2. Contractor Approach: The Contractor shall develop a Colorado interChange and Services Turnover Plan which meets the Department's requirements of this section and which documents the work necessary to transfer the system to the successor responsible for ongoing system support.

15.1.3. Deliverable: Colorado interChange Turnover Plan

15.1.4. Stage: Created – Implementation Contract Stage II; updated in the annual Ongoing Operations and Enhancement Contract Stages

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15.2. Reference #1093: Develop a System Requirements Statement at no additional cost that would be required by the Department or another designee to fully take over the Colorado interChange, technical, and business functions outlined in the Contract.

15.2.1. The Statement shall also include an estimate of the number, type, and salary of personnel required to perform the other functions of the Colorado interChange and Services. The Statement shall be separated by type of activity of the personnel.

15.2.2. The Statement shall include all facilities and any other resources required to operate Colorado interChange, including, but not limited to:

15.2.2.1. Telecommunications networks.

15.2.2.2. Office space.

15.2.2.3. Hardware.

15.2.2.4. Software.

15.2.2.5. Other technology.

15.2.3. The Statement shall be based on the Contractor's experience in the operation of Colorado interChange and Services and shall include actual Contractor resources devoted to operations activities.

15.2.4. Contractor Approach: The Contractor shall give the Department and any successor contractor a Colorado interChange and Services requirement statement, which is a detailed statement of resources that may be required to assume operation of the MMIS and Fiscal Agent services. Based on the Contractor's knowledge of resources required for the program, the Contractor shall provide three groupings of resources:

15.2.4.1. Personnel resources—The requirements statement shall include an estimate of the numbers and types of personnel, including skill sets, required to operate the equipment and perform the other functions of the Colorado interChange and Services. This file also will include an organization chart of the Contractor's total staff supporting system operations.

15.2.4.2. Technology resources—This list shall detail the technology resources needed to operate the Colorado interChange including the following elements:

15.2.4.2.1. Software and reference files

15.2.4.2.2. Test data files

15.2.4.2.3. Tables

15.2.4.2.4. Data Dictionary

15.2.4.2.5. Modules—online or batch

15.2.4.2.6. Operations and Colorado interChange users documentation

15.2.4.2.7. Hardware

15.2.4.2.8. Data storage

15.2.4.2.9. Cycle processing and Configuration requirements

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15.2.4.2.10.   System and operations support services

15.2.4.2.11.   Other documentation or information requested by the Department so the successor contractor can perform testing required

15.2.4.3.   Facilities resources—This list shall detail the facilities and other resources needed to operate the Colorado interChange, including the following elements:

15.2.4.3.1.   Information processing equipment

15.2.4.3.2.   System and special software

15.2.4.3.3.   Shared equipment

15.2.4.3.4.   Telecommunications circuits

15.2.4.3.5.   Web URLs

15.2.4.3.6.   Office space

15.2.4.3.7.   Inventory of paper claims, paper provider files, paper file Maintenance forms, financial paper records, and other paper documents in storage space

15.2.5.   The Contractor shall base the Contractor's MMIS resource requirement statements on the Contractor's experience in the operation of the Contractor's Medicaid contracts. The Contractor shall work with the Department and the successor contractor to transition the MMIS from the Contractor to the new vendor with minimal risk to Colorado Medicaid, service providers, and Clients.

15.2.6.   Deliverable: Systems Requirements Statement

15.2.7.   Stage: Created – Implementation Contract Stage II; updated in the annual Ongoing Operations and Enhancement Contract Stages

15.3.   Reference #1094: Provide a Lessons Learned Document that describes valuable lessons learned during the Colorado interChange and Services project.

15.3.1.   Contractor Approach: The Contractor's staff members shall use the Contractor's Enterprise SharePoint solution tool to document and track lessons learned so that they are available for review at any time by internal staff members and the Department personnel. The Contractor shall use lessons learned to improve processes, procedures, and training.

15.3.1.1.   The Contractor shall build the Contractor's library of best practices and lessons learned during the life of the Contract and post it to the Contractor's Enterprise SharePoint solution making it available to the Department for review at any time.

15.3.2.   Deliverable: Lessons Learned Document

15.3.3.   Stage: Created – Implementation Contract Stage II; updated in the annual Ongoing Operations and Enhancement Contract Stages

16. FAO PHASES, TRANSITION PLANNING PHASE

16.1.   Reference #1095: Develop and submit a Transition Plan.

16.1.1.   The transition Plan shall include, at minimum:

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16.1.1.1.   Proposed approach to transition.

16.1.1.2.   Proposed approach for conducting a knowledge transfer from the Contractor to the new contractor.

16.1.1.3.   Proposed approach for consolidating applicable sections from the Contractor's Turnover Plan into the transition planning activity.

16.1.1.4.   Tasks and activities for transition.

16.1.1.5.   Personnel and level of effort in hours.

16.1.1.6.   Completion date.

16.1.1.7.   Transition Milestones.

16.1.1.8.   Entrance and exit criteria.

16.1.1.9.   Schedule for transition.

16.1.1.10.   Production program and documentation update procedures during transition.

16.1.1.11.   Readiness walkthrough.

16.1.1.12.   Parallel test procedures.

16.1.1.13.   Provider training.

16.1.1.14.   Interface testing.

16.1.1.15.   Incumbent Staff Transition Planning

16.1.2.   The Contractor shall execute the Transition Plan and activities at no additional cost.

16.1.3.   Contractor Approach: The Contractor shall complete a transition plan that, at minimum, includes the items listed in this section, and provide it to the Department during the Transition Planning Phase.

16.1.4.   Deliverable: Transition Plan

16.1.5.   Stage: Implementation Contract Stage II

16.2.   Reference #1096: Develop and submit a Relocation Risk/Contingency Plan.

16.2.1.   The Plan shall include:

16.2.1.1.   Proposed approach to Contractor relocation risk/contingency planning.

16.2.1.2.   Risk analysis: identification of critical business processes.

16.2.1.3.   Risk analysis: identification of potential failures.

16.2.1.4.   Risk analysis: business impacts.

16.2.1.5.   Identification of alternatives/contingencies.

16.2.2.   Contractor Approach: A Relocation Risk/Contingency Plan shall be completed by the Contractor and provided to the Department during the Transition Planning Phase including the content identified in this section.

16.2.3.   Deliverable: Relocation Risk/Contingency Plan

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16.2.4.   Stage: Implementation Contract Stage II

17. FAO PHASES, PARALLEL TESTING PHASE

17.1.   Reference #1097: Establish a Parallel Test Plan.

17.1.1.   The Parallel Test Plan shall describe the Contractor's approach to conducting the parallel test, including, at minimum:

17.1.1.1.   Role and responsibilities.

17.1.1.2.   Proposed activities and procedures.

17.1.1.3.   Proposed timeline.

17.1.1.4.   Proposed reporting structure.

17.1.1.5.   Supporting tools and documentation to support the Parallel Test.

17.1.2.   Contractor Approach: The Contractor shall deliver a Parallel Test Plan to meet the Department's requirements in this section. The parallel test schedule also shall be outlined in the parallel test plan. Appropriate entry and exit criteria shall be established.

17.1.2.1.   The plan shall include, at a minimum, the following data elements:

17.1.2.1.1.   Task name

17.1.2.1.2.   Scheduled start date

17.1.2.1.3.   Scheduled end date

17.1.2.1.4.   Estimated time in hours

17.1.2.1.5.   Names of the individual or group assigned the task

17.1.2.1.6.   Actual start dates

17.1.2.1.7.   Actual end dates

17.1.2.1.8.   Major mile stones identified for parallel testing

17.1.2.1.9.   Dependencies for each scheduled task

17.1.2.1.10.   Establish a risk mitigation plan

17.1.3.   Deliverable: Parallel Test Plan

17.1.4.   Stage: Implementation Contract Stage II

17.2.   Reference #1098: Perform parallel test of Colorado interChange with input from the incumbent contractor's operations and report test results to the Department.

17.2.1.   Contractor Approach: To execute a policy test, the Contractor shall take claims from the current production Legacy System and converted and executed in the systems test environment of the new Colorado interChange MMIS. The test results shall be provided to the Department for review and approval. The testing team shall work with the incumbent Fiscal Agent and any interface partners to schedule and obtain the required data for testing. The Contractor support team shall then prepare the environment for the scheduled execution. This shall require the load of conversion data, benefit plan data, and reference data.

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17.2.1.1. The Contractor also shall work with the Parallel Test team to identify the claims that would most likely match the conversion data that has been loaded within the environment. These claims shall match the defined testing scenarios that have been identified.

17.2.1.2. After the environment is ready, the Contractor's team shall schedule the parallel testing cycle, and provide the parallel testing reports to the testing team. These reports shall show information about the parallel execution. This report shall show information about how many claims by claim type were processed, and information about how they compared to the Legacy System for paid, denied, and suspended status.

17.2.1.3. After each parallel testing cycle has been completed and the results analyzed, the team shall review the testing schedule for the next cycle.

17.2.2. Deliverables: Parallel Test Results

17.2.3. Stage: Implementation Contract Stage II

17.3. Reference #1099: Revise systems and user documentation as required to fully describe the Contractor's operations.

17.3.1. Contractor Approach: The Contractor shall provide the flexibility needed to maintain accurate, comprehensive documentation for the changes forecast for healthcare at the state and local levels, and compliance with federal mandates. The Contractor's solution shall also provide version control, with full access to read previous versions of each document. Development and Maintenance of user documentation shall be located on one site for easy access.

17.3.2. Deliverable: Revised System and User Documentation, as necessary

17.3.3. Stage: Implementation Contract Stage II

18. FAO PHASES, OPERATIONAL READINESS PHASE

18.1. Reference #1100: Modify operating procedures to reflect changes with Contractor operations.

18.1.1. Contractor Approach: During testing, processes and procedures shall be documented, revised, modified, and published as needed. Procedures shall be refined with walkthroughs to verify every step is captured. Automated workflows with the Contractor's PPM guide the updates through a formal process of modification, review, and final approval before the new processes are implemented.

18.1.2. Deliverable: Operating Procedures Updates

18.1.3. Stage: Implementation Contract Stage II

18.2. Reference #1101: Develop or revise provider manuals to reflect changes with Contractor operations using a variety of notification methods including Web Portal, email, and/or provider bulletin mailings.

18.2.1. Contractor Approach: As part of operational readiness, the Contractor shall update provider manuals to reflect relevant operations systems and processes. Provider manuals include the processes and procedures used for Provider Enrollment and billing.

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The provider manuals shall be reviewed periodically and updated as needed. The provider manuals are made available on the Web Portal. Using the Notify Me feature of the portal, the Contractor shall allow providers to sign up for email notification when changes are made to the manuals.

18.2.2.   Deliverable: Provider Manual Updates

18.2.3.   Stage: Implementation Contract Stage II

18.3.   Reference #1102: Develop a Department Operational Readiness Training Plan and conduct training for Department staff in order to ensure preparedness for operations.

18.3.1.   Contractor Approach: The Department Operational Readiness Training Plan shall define the scope of training efforts and identifies the personnel and methods to be used. The plan will include a description of the Contractor's training approach, objectives, and delivery strategy.

18.3.1.1.   As the Contractor moves through this project, the Contractor shall work with the Department to identify the technical and business staff members who will need training to perform their business functions. The training delivery strategy includes schedules and associated delivery logistics. Trainers' roles and responsibilities shall be documented, and organizational charts capture mentoring assignments.

18.3.1.2.   Additional plan components shall include an overview of curriculum and description of knowledge transfer materials. Environmental aspects shall be defined, including facility requirements, hardware and software requirements, and other resources.

18.3.1.3.   The Department staff and users targeted for training and performance threshold requirements shall be identified in the plan before users access the system. The Contractor shall finalize and communicate the approved plan to Department personnel, the Contractor team members, and appropriate stakeholders.

18.3.2.   Deliverable: Department Operational Readiness Training Plan

18.3.3.   Stage: Implementation Contract Stage II

18.4.   Reference #1103: Conduct a formal Operational Readiness Plan Walkthrough with the Department, demonstrating that all operational areas are ready.

18.4.1.   Contractor Approach: The Operational Readiness Plan walkthrough shall show that the Contractor is ready to assume operations with business operational excellence.

18.4.2.   Deliverable: Operational Readiness Plan Walkthrough

18.4.3.   Stage: Implementation Contract Stage II

18.5.   Reference #1104: Prepare a final Operational Readiness Assessment Document, including results of the parallel test and an assessment of the final operational readiness of Contractor.

18.5.1.   Contractor Approach: The Contractor shall prepare the operations readiness assessment document used to evaluate that the Colorado interChange and Services, subsystems, functions, data, processes, operational procedures, staffing, telecommunications, and associated support are in place and ready for operations.

18.5.2.   Deliverable: Operational Readiness Assessment Document

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18.5.3.   Stage: Implementation Contract Stage II

19. FAO PHASES, IMPLEMENTATION AND START OF OPERATIONS PHASE

19.1.   Reference #1105: Provide attestation to the Department that Colorado interChange is operation-ready.

19.1.1.   Contractor Approach: The Contractor shall provide attestation that the new Colorado interChange and Services are ready for operations and shall provide the details the Department needs to make a confident decision to roll out the new system. This attestation shall be based on the Operational Readiness Assessment results, including inputs, expected results, system performance, and identified Problems and corrective actions, and an objective evaluation of the agreed-on operational readiness checklist factors.

19.1.2.   Deliverable: Operational Readiness Assessment

19.1.3.   Stage: Implementation Contract Stage II

20. FAO PHASES, FISCAL AGENT OPERATIONS PHASE

20.1.   Reference #1106: Update Requirements Specifications for Approved Change Requests.

20.1.1.   Contractor Approach: Whenever a Change Request is approved and implemented, the requirement Specifications shall be updated in the RSD deliverable. The Contractor's deliverable processes shall pull data directly from the Contractor's Enterprise SharePoint solution or the Contractor's ALM repositories. Because of this, deliverables shall reflect the latest, most accurate information available.

20.1.2.   Deliverable: Requirements Specification Document (updated as necessary)

20.1.3.   Stage: Created – Implementation Contract Stage II; Updated as necessary in Ongoing Operations and Enhancement Contract Stages

20.2.   Reference #1107: Provide Monthly Reports on Colorado interChange and Services Operation and Performance.

20.2.1.   Contractor Approach: Monthly reports shall be provided to document system operation and performance. These reports shall include performance statistics on each operational area including claims, call center, provider services, and systems. The information shall be presented in tabular format or in graphs to make it easier to see trends. Each month the Contractor shall build on the prior month's report, adding data for the current month until the report reflects data for the entire State Fiscal Year.

20.2.2.   Deliverable: Colorado interChange and Services Operation and Performance Monthly Report

20.2.3.   Stage: Designed – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancements Stage

20.3.   Reference #1108: Develop and provide Modification/Change Request Forms.

20.3.1.   Contractor Approach: The Contractor shall develop a dynamic form that will be used to document desired or required changes to the MMIS. This form shall have enterable fields to document the following:

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20.3.1.1.　　Title of Change

20.3.1.2.　　Type of request (CSR, Defect, Task)

20.3.1.3.　　Subsystem affected

20.3.1.4.　　Initiator Name

20.3.1.5.　　Business Contact Name

20.3.1.6.　　Business Impact Description

20.3.1.7.　　Description of Desired Business Outcome

20.3.2.　　Deliverable: Modification/Change Request Form

20.3.3.　　Stage: Created – Implementation Contract Stage II; Updated during Ongoing Operations and Enhancement Contract Stage.

20.4.　　Reference #1109: Provide Updated Procedures and System Documentation, as needed.

20.4.1.　　Contractor Approach: Whenever a change is made to the MMIS or an operational procedure, the Contractor shall update all corresponding documentation. Changes shall be identified on the Change History page indicating the date and source of the changes.

20.4.2.　　Deliverable: Procedures and System Documentation, updated as needed

20.4.3.　　Stage: Created – Implementation Contract Stage II; Updated during Ongoing Operations and Enhancement Contract Stage.

20.5.　　Reference #1110: This requirement was intentionally deleted.

21. PERFORMANCE STANDARDS AND EXPECTATIONS

21.1.　　Reference #1111: Report on all performance standards as specified in the Contract, as specified by the Communication Management Plan.

21.1.1.　　Contractor Approach: Reference Exhibit E, Compensation and Quality Maintenance Payments and Exhibit G, Performance Standards.

21.1.2.　　Stage: All Contract Stages

22. LOCATION OF CONTRACT FUNCTIONS AND PERSONNEL

22.1.　　Reference #1112: The Contractor shall maintain a facility (including Fiscal Agent site) that shall be located within walking distance, a one- (1-) mile radius of the Department, and accessible by public transportation, in a location approved by the Department. In addition, the Contractor shall provide one (1) parking space for the Department to use at their location. The Contractor may perform any portion of the Work out of another location with the approval of the Department.

22.1.1.　　Stage: Implementation Contract Stage II

22.2.　　Reference #1113: The Contractor shall have business hours from 8:00 am to 5:00 pm Mountain Time, Monday – Friday each Business Day, but does not include weekends or holidays described in the definition of "Business Day".

22.2.1.　　Stage: All Contract Stages

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22.3. Reference #1114: The Contractor shall supply sufficient meeting space at the Contractor's facility with WIFI access at their facility to satisfy the requirements of the Contract. The WIFI shall provide enough bandwidth to allow, and no security limitations that would prevent, the Department Staff to connect into their Virtual Private Network (VPN) from their State-issued laptops into the Department's network.

22.3.1. Contractor Approach: The Contractor shall supply sufficient meeting space at its facility, including at least three conference rooms, one with a 20-person capacity that is available to the Department. Meeting room accommodations shall offer WIFI access with sufficient bandwidth to allow Department staff to connect to the Contractor's VPN using state-issued laptops. Access shall be granted as directed by the Department.

22.3.2. Stage: Implementation Contract Stage II and all Ongoing Operations and Enhancement Contract Stages

22.4. Reference #1115: The Contractor shall supply three (3) workstations (or cubicles) at the Contractor's facility with WIFI access for the Department Staff use. The WIFI shall provide enough bandwidth to allow, and no security limitations that would prevent, the Department Staff to connect into their VPN from their State-issued laptops into the Department's network.

22.4.1. Stage: Implementation Contract Stage II

23. CONTRACT PERSONNEL

23.1. Reference #1116: During DDI, Implementation Contract Stage I, Implementation Contract Stage II, and Implementation Contract Stage III ensure that all of the following resources shall reside in the State at the Contractor's facility. However, Business Analysts and/or Project Management resources can work on DDI activities located outside of Colorado during the Implementation Contract Stages if the DDI activities are also performed outside of Colorado.

23.1.1. Contractor Approach: The Contractor's Business Analysts and Project Management staff will reside outside of Colorado during the Implementation Contract Stages (Business Process Reengineering (BPR), I, II and II) as the Contractor's DDI activities will be performed outside of Colorado. They shall travel to Denver for BPR and requirements validation sessions with the Department.

23.1.2. Stage: BPR Contract Stage, Implementation Contract Stage I, Implementation Contract Stage II, Implementation Contract Stage III.

23.2. Reference #1117: During Ongoing Operations and Fiscal Agent Operations Stage ensure that all of the following resources shall reside in the State at the Contractor's facility.

23.2.1. Fiscal Agent Operations Staff.

23.2.2. Business Analyst staff.

23.2.3. Project Management staff.

23.2.4. Configuration Staff.

23.2.5. Stage: Designed – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancement Contract Stage

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23.3. Reference #1118: Provide a Resource Management Plan that includes:

23.3.1. A description of the proposed organization for each of the Project Phases of the Contract.

23.3.2. An Organization Chart that identifies positions.

23.3.3. Position descriptions and qualifications for each Labor Category identified on the proposed organization charts.

23.3.4. A link or reference to the Department approved Training Plan that demonstrates the commitment of the Contractor staff to meet the learning needs of the authorized Colorado interChange users and include a proposed plan for face-to-face training on a mutually agreed upon schedule.

23.3.5. Deliverable: Resource Management Plan

23.3.6. Stage: Implementation Contract Stage II

23.4. Reference #1119: The Resource Management Plan shall also include information for each position that shall include at least:

23.4.1. Labor Category title.

23.4.2. Position description.

23.4.3. Required education, training, licensure, and certification.

23.4.4. Required experience.

23.4.5. Specific skills or knowledge required.

23.4.6. Deliverable: Resource Management Plan

23.4.7. Stage: Implementation Contract Stage II

23.5. Reference #1120: The Resource Management Plan shall also include:

23.5.1. A strategy for the organizational structure and team location(s) (specify in-State or out-of-State), and how this structure will contribute to project success.

23.5.2. A description for maintaining appropriate staffing levels throughout the term of the Contract and adjusting its resources as necessary to maintain the required level of service.

23.5.3. Identification of Subcontractors (if any).

23.5.4. Deliverable: Resource Management Plan

23.5.5. Stage: Implementation Contract Stage II

23.6. Reference #1121: Identify and provide resumes for proposed Key Personnel who will be available to perform Work under the Contract. Any substitutions shall be approved by the Department prior to their assignment to perform Work under the Contract. Key Personnel include:

23.6.1. Account Manager.

23.6.2. Compliance Manager.

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23.6.3.   DDI Manager.

23.6.4.   Business Process Reengineering Manager.

23.6.5.   Operational Transition and Readiness Manager.

23.6.6.   Systems Manager.

23.6.7.   Fiscal Agent Operations Manager.

23.6.8.   Publication Manager.

23.6.9.   Other Key Personnel shall be identified by the Contractor, indicating the Contractor's commitment to team stability.

23.6.10.   Contractor Approach: The Contractor shall include three additional Key Personnel staff:

23.6.10.1.   DDI Test Manager (Contract Stages I and II.) The role of the DDI Test Manager shall be to direct the planning and execution of test plans and activities during the DDI activities of Contract Stages I and II. The Test Manager shall be the primary point of contact to the Department for project test activities.

23.6.10.2.   Provider Relations/Enrollment Manager.   The role of the Provider Relations/Enrollment Manager shall be to oversee all Contractor operations work pertaining to provider relations. This includes oversight of the call center, help desk, Provider Enrollment and provider communications and training. The Provider Relations/Enrollment Manager shall perform these responsibilities during the Ongoing Operations and Enhancements Stage. If the level of effort for this role allows for it, the role may be shared and performed by another Key Personnel staff member.

23.6.10.3.   Privacy and Security Officer (All Contract stages. Part time position.). The role of the Privacy and Security Officer is to oversee Contractor's compliance with HIPAA regulations pertaining to the handling and management of physical and electronic records. The Privacy and Security Officer is a part time role and shall be performed throughout all Contract stages.

23.6.11.   Because Contractor DDI activities will be located outside of Colorado during the Implementation Contract Stages (BPR, I, II and III), some Key Personnel may be located outside of Colorado during those stages.

23.6.12.   The job duties assigned to Key Personnel shall be performed by Key Personnel, but may be shared amongst Key Personnel roles (i.e., does not necessarily require separate people). The exceptions to this are the Account Manager, System Manager and Fiscal Agent Operations Manager roles which shall be filled with staff assigned full time to those roles.

23.6.13.   Stage: All Contract Stages

23.7.   Reference #1122: Key Personnel named shall, at minimum, possess the following qualifications, or as approved by the Department in writing:

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23.7.1.   At least five (5) years of experience in the particular named service (e.g., account management, compliance management, systems management, etc.) preferably within in the health care industry.

23.7.2.   Demonstrated experience and knowledge of industry standard and best practices regarding large-scale and enterprise-level projects.

23.7.3.   Specific practical experience their submitted area of expertise.

23.7.4.   At least three (3) years of experience in performing similar services on complex systems-based modern technology or operational systems.

23.7.5.   Extensive experience in technical writing.

23.7.6.   Preferred experience in health care related concepts.

23.7.7.   Stage: All Contract Stages

23.8.   Reference #1123: Provide an Account Manager for the BPR Contract Stage, Implementation Contract Stage I, Implementation Contract Stage II, Implementation Contract Stage III. The Account Manager serves as the Contract primary point of contact to maintain communication with the Department's MMIS Contract Administrator and Department Management for activities related to Contract administration, project management and scheduling, correspondence between the Department and Fiscal Agent Operations, and status reporting to the Department.

23.8.1.   Stage: All Contract Stages listed in this section 23.8

23.9.   Reference #1124: Provide a Compliance Manager for the BPR Contract Stage, Implementation Contract Stage I, Implementation Contract Stage II, Implementation Contract Stage III, and the Ongoing Operations and Enhancement Contract Stage. The Compliance Manager provides proactive analysis and options for system and operations changes to implement regulatory authority from CMS regarding Colorado interChange. The Compliance Manager is responsible for contacting the Department when CMS rules (draft and final) are released, organizing meetings to present the rules and help to provide comment to CMS and to propose solutions to implement the rules in Colorado interChange. The Compliance Manager shall focus on any rule that impacts Colorado interChange and Fiscal Agent Operations. The Compliance Manager is also responsible for assisting the Department in preparing Fiscal Notes to proposed State legislation. The Compliance Manager shall be in place at the Contract effective date.

23.9.1.   Contractor Approach: If the level of effort for this role allows for it, the role may be shared and performed by another Key Personnel staff member.

23.9.2.   Stage: All Contract Stages listed in this section 23.9

23.10.   Reference #1125: Provide a Business Process Re-Engineering Manager for the BPR Contract Stage, Implementation Contract Stage I, Implementation Contract Stage II, and Implementation Contract Stage III. The BPR Manager manages activities related to the coordination and supervision of re-engineering of Department business processes, facilitating Deliverable reviews during the BPR Contract Stage.

23.10.1.   Contractor Approach: If the level of effort for this role allows for it, the role may be shared and performed by another Key Personnel staff member.

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23.10.2.   Stage: All Contract Stages listed in this section 23.10

23.11. Reference #1126: Provide a DDI Manager for Implementation Contract Stage I, Implementation Contract Stage II, and Implementation Contract Stage III. The DDI Manager manages activities related to, Contractor resources, Deliverable reviews, system development and testing activities during these Contract Stages. The DDI Manager shall be dedicated to the Colorado interChange project full-time during these Contract Stages.

23.11.1.   Contractor Approach: If the level of effort for this role allows for it, the role may be shared and performed by another Key Personnel staff member.

23.11.2.   Stage: All Contract Stages listed in this section 23.11

23.12. Reference #1127: Provide an Operational Transition and Readiness Manager for Implementation Contract Stage I, Implementation Contract Stage II, and Implementation Contract Stage III.. The Operational Transition and Readiness Manager manages activities related to Contractor resources and Deliverable reviews during the Contract Stages described. The Operational Transition and Readiness Manager shall be dedicated to the Colorado interChange project full time during these Contract Stages.

23.12.1.   Contractor Approach: If the level of effort for this role allows for it, the role may be shared and performed by another Key Personnel staff member.

23.12.2.   Stage: All Contract Stages listed in this section 23.12

23.13. Reference #1128: Provide a Systems Manager for Colorado interChange Operations and Maintenance Project Phase. Systems Manager coordinates Colorado interChange Customization and Configuration. Colorado interChange Operational manager shall be dedicated to the Colorado interChange project full-time during this Project Phase. Systems Manager shall be dedicated to the Colorado interChange project full time during the Ongoing MMIS Operations and Fiscal Agent Operations Stage.

23.13.1.   Contractor Approach: The Contractor shall provide a dedicated Systems Manager to work full-time on the Colorado interChange project. Systems Manager shall be dedicated full time to the CO MMIS account. This position shall coordinate system Customization and Configuration during the Ongoing MMIS Operations and Fiscal Agent Operations Stage.

23.13.2.   Stage: Designed – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancement Contract Stage

23.14. Reference #1129: Provide a Fiscal Agent Operations Manager for Implementation Contract Stage I, Implementation Contract Stage II, Implementation Contract Stage III, and the Ongoing MMIS and Fiscal Agent Operations Contract Stage. The Fiscal Agent Operations Manager manages all operations activities encompassed in the Contract; overseeing Contractor operations and Maintenance staff; assisting the Department's MMIS Contract Manager with Contract monitoring and ensuring that Contract responsibilities and performance standards are met during the Operations and Maintenance Project Phase of the project; reviewing operational reports and resolving operational, telecommunications and equipment Maintenance problems to ensure maximum operational performance; developing operational policies and procedures, including but not limited to Colorado interChange users Support and Help Desk functions, in collaboration with other Key

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Personnel. The Fiscal Agent Operations Manager shall be in place no later than the initiation of start-up activities for Implementation Contract Stage I and shall be dedicated to the Colorado interChange and Services project full-time during these Contract Stages.

23.14.1. Stage: All Contract Stages listed in this section 23.14

23.15. Reference #1130: Provide a Publication Manager who shall oversee production of any publications and materials for providers. The Publications Manager shall be available through Implementation Contract Stage I, Implementation Contract Stage II, Implementation Contract Stage III, and also during the Ongoing MMIS and Fiscal Agent Operations Contract Stage.

23.15.1. Contractor Approach: If the level of effort for this role allows for it, the role may be shared and performed by another Key Personnel staff member.

23.15.2. Stage: All Contract Stages listed in this section 23.15

23.16. Reference #1131: Obtain Department review and approval of the Resource Management Plan and materials and any subsequent updates.

23.16.1. Deliverable: Resource Management Plan

23.16.2. Stage: Created – Implementation Contract Stage II; Updated in Ongoing Operations and Enhancement Contract Stage

23.17. Reference #1132: Provide sufficient staff to meet all requirements of the Contract.

23.17.1. Contractor Approach: From the Contractor's system architects and developers, to the Contractor's claims processing staff, to the help desk, and the leaders and support staff, the Contractor shall keep staffing numbers at levels to meet the requirements of this Contract.

23.17.2. Stage: All Contract Stages

23.18. Reference #1133: Provide sufficient staffing resources to support architecture and design activities to ensure that Colorado interChange and supporting technical and business activities relying on Colorado interChange are not interrupted.

23.18.1. Stage: All Contract Stages

23.19. Reference #1134: Provide the personnel and resources necessary for the automated and/or manual sampling of claims/Encounters and reference file data, including, but not limited to, the retrieval of historical data for auditing, quality control, and research.

23.19.1. Stage: All Contract Stages

23.20. Reference #1135: Support the Department in all testing activities by providing support staff, technical expertise and the tools required to track activities, outcomes, and test results.

23.20.1. Contractor Approach: The Contractor shall make certain the State has the correct tools and knowledge to perform the testing.

23.20.1.1. The UAT Environment shall be available to the Department for their User Acceptance Testing. During the test preparation, the Contractor leadership shall

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work with the Department leadership team to establish the overall system test and UAT start and completion validation metrics.

23.20.2.   Stage: All Contract Stages.

23.21. Reference #1136: Provide the Department the ability to conduct an exit interview with Fiscal Agent Operations Staff who resign or the Department shall receive an exit questionnaire completed by the resigning employee.

23.21.1.   Contractor Approach: The Contractor has a vested interest in understanding why staff members choose to leave the account. The Contractor shall strive to ascertain conditions, procedures, or other factors that lead to staff resignations. To the extent possible, the Contractor shall conduct exit interviews to determine how the Contractor can improve staff retention. Within applicable labor laws and employment rules, the Contractor shall share an exit questionnaire with the Department when possible.

23.21.2.   Stage: All Contract Stages.

23.22. Reference #1137: Use of Subcontractors shall be clearly explained in the Resource Management Plan, and any Subcontractor shall be identified by the organization's name. At a minimum, the Subcontractor information shall include name; address; the general scope of work to be performed by each Subcontractor; Subcontractor's willingness to perform such work; and certification that it does not discriminate in its employment practices. The Contractor shall report to the Department annually any information on its use of Subcontractors, certifying that the Subcontractor meets the employment practices mandated by federal and State of Colorado statutes and regulations.

23.22.1.   Contractor Approach:

23.22.1.1.   The Resource Management Plan will provide information about the subcontractors, including the following:

23.22.1.1.1.   Name

23.22.1.1.2.   Address

23.22.1.1.3.   General scope of work to be performed

23.22.1.1.4.   Subcontractor's willingness to perform such work

23.22.1.1.5.   Certification that they do not discriminate in employment practices

23.22.1.1.5.1.   This information will be repeated in the annual business plan delivered to the Department.

23.22.2.   Stage: All Contract Stages.

23.23. Reference #1138: The Contractor shall manage and be accountable for the actions, inactions, and performance of all Subcontractors. The Contractor is solely responsible for the Work performed under this Contract including the work of Subcontractors. The Contractor is the Department's single point of contact for all services to be performed under this Contract including services performed by Subcontractors.

23.23.1.   Contractor Approach: The Contractor shall be fully accountable for the actions, inactions and performance of the Contractor's subcontractors. The Contractor understands that the Contractor is ultimately responsible for the work they perform.

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Therefore the Contractor shall carefully choose which services to outsource and to whom the Contractor outsources. The Contractor shall manage the Contractor's subcontractors to make certain they produce the same level of work the Department demands of a contractor.

23.23.2.   Stage: All Contract Stages.

24. PROJECT MANAGEMENT AND REPORTING

24.1.   Reference #1139: The Contractor shall manage all aspects of the Contract that affect price, schedule, performance (scope and quality), risk/issues/opportunities, and applicable resources. The Contractor shall provide transparency into its management plans and execution. The Department expects an approach such that "if the Contractor sees it, the Department sees it" to minimize asymmetric understanding of the Contract status.

24.1.1.   Contractor Approach: By using the Contractor's ALM (Requirements Management/Test Management) and PPM (Executive Project Management Reporting) tools, the Contractor shall provide the Department with insight into the Contractor's management activities.

24.1.2.   Stage: All Contract Stages.

24.2.   Reference #1140: The Contractor shall develop, support, report (using Dashboards), and provide weekly project management reports on the status of the project activities to allow both the Contractor and the Department to assess the progress for the systems during the Project Phases.

24.2.1.   Contractor Approach: The Contractor shall provide the Department with weekly project management reports on the status of the project activities. The Contractor shall participate in weekly status meetings in person or by telephone/videoconference call, as approved by the Department, to review status reports, including active system Enhancements or projects, as defined in the change management plan.

24.2.2.   Deliverable: Weekly Project Management Reports

24.2.3.   Stage: All Contract Stages

24.3.   Reference #1141: The Contractor shall provide reporting on all aspects of the Contract that affect price, schedule, performance (scope and quality), risk/issues/opportunities, and applicable resources, as defined by the Communication Management Plan.

24.3.1.   Contractor Approach: The Contractor communications management plan shall outline the communication process and methods the Contractor shall use during the life cycle of the project. The plan shall be a mechanism for making audiences and stakeholders aware of their responsibilities for communicating project-related information to meet the needs of the project stakeholders. The Contractor's Communication Management Plan also shall address reporting on aspects of the Contract that affect price, schedule, performance, risk, issues, opportunities, and applicable resources.

24.3.2.   Deliverable: Communication Management Plan

24.3.3.   Stage: All Contract Stages

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24.4. Reference #1142: The Communication Plan shall include a monthly Contract Management report that includes the following:

24.4.1. Progress toward achieving goals stated in the business plan.

24.4.2. Activities, by each function or unit of the Contractor organization (e.g., claims/Encounters, Provider Enrollment and Relations, etc.).

24.4.3. Achievement of performance standards for the previous month and identification of all performance standards that were not met.

24.4.4. A summary of Contractor activities and key volume indicators, for the month and cumulative to the Fiscal Year end.

24.4.4.1. Establish the Quarterly Milestones and reporting schedule.

24.4.4.2. Establish the Dispute Process trigger mechanism (to submit an item for resolution via the Dispute Process via letter, email, phone, etc.).

24.4.5. Other activities necessary for the Department to monitor Contractor activities.

24.4.6. Deliverable: Monthly Contract Management Report

24.4.7. Stage: All Contract Stages

24.5. Reference #1143: Participate in weekly status meetings in person or by telephone/video conference call, as approved by the Department, to review status reports. The Contractor shall be responsible for providing the meeting space and conference line/virtual meeting place for the Department and the Contractor.

24.5.1. Stage: All Contract Stages

24.6. Reference #1144: Ensure that the Contractor's staff attending applicable meetings between the Department and the Contractor have the authority to represent and commit the Contractor regarding work planning, Problem resolution, and program development.

24.6.1. Contractor Approach: To facilitate quick turn-around on issues needing decisions and commitment from the Contractor, the Contractor shall verify that applicable meetings have a leader present with the authority to commit us to work planning, Problem resolution, and program development. Each key staff member shall have authority to make decisions in their respective areas. If necessary, issues shall be escalated to the Account Manager, for resolution.

24.6.2. Stage: All Contract Stages.

24.7. Reference #1145: Provide all necessary software to support Transmittals and the process the Contractor and Department will use to submit, review, and approve Transmittals.

24.7.1. Contractor Approach: The Contractor shall use the Contractor's Enterprise SharePoint solution as the Contractor's repository for Contract artifacts. The Contractor's PPM integrated with the Contractor's Enterprise SharePoint solution shall allow the Department to initiate a Transmittals workflow to support the transmission and rapid delivery of Transmittals. This shall allow for quick submittal, review, and approval of each Transmittal and acknowledgment back to the Department.

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24.7.2. The Contractor may use the Transmittal process for bi-directional approval, such as when the Contractor submits a document to the Department for approval.

24.7.3. Stage: The Contractor's Enterprise SharePoint solution repository created - Implementation Contract Stage II; Maintenance of the Contractor's Enterprise SharePoint solution repository - All Contract Stages.

24.8. Reference #1146: Enable all assigned Contractor personnel to easily exchange documents and electronic files with the Department in compatible formats. The Contractor is to maintain the same software and version of software as the Department, within the limitations of the Contractor's corporate software release strategy, including, but not limited to, the following:

24.8.1. Microsoft Word.

24.8.2. Microsoft Excel.

24.8.3. Microsoft Project.

24.8.4. Microsoft Access.

24.8.5. Microsoft PowerPoint.

24.8.6. Contractor Approach: The Contractor shall maintain the same software in the same version as the Department to facilitate ease of document exchange, in accordance with the Contractor's corporate software release strategy. This includes the Microsoft Office suite of products.

24.8.7. Stage: All Contract Stages.

24.9. Reference #1147: Stay abreast of federal and State initiatives (specifically health care reform upcoming standards and transactions) and work in partnership with the Department to identify possible solutions and resolutions to meet the changing requirements. The Contractor shall participation in National Medicaid EDI HIPAA Workgroup (NMEH) groups and national list serves.

Note: This shall be met through participation by the Contractor's Compliance Manager.

24.9.1. Contractor Approach: The Contractor is active in federal and state consortiums and groups to allow us to stay abreast of healthcare reforms and other topics. The Contractor participate in NMEH groups and have employees actively involved with hundreds of list servers for email alerts. The Contractor's Compliance Manager will be responsible for addressing this requirement and coordinating with the Department.

24.9.2. Stage: Implementation Contract Stage II

24.10. Reference #1148: Notify the Department immediately of any potential Colorado interChange Problems and the potential impact of those Problems, including unscheduled downtime (see Reference #1320).

24.10.1. Contractor Approach: The Contractor shall notify the Department immediately of any potential Colorado interChange Problems and the potential effect of those Problems, including unscheduled downtime. The Contractor shall verify that the Contractor's systems work as designed 24 x 7. The Contractor shall monitor system performance 24 x 7 to verify that the MMIS is meeting the established performance requirements.

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24.10.2. Stage: Process identified – Implementation Contract Stage II; Ongoing Operations and Enhancements

24.11. Reference #1149: Perform the research to identify impacts and root causes of Colorado interChange Problems, and communicate to the Department a plan to resolve Problems. Implement the plan to resolve Problems and report the results to the Department.

24.11.1. Contractor Approach: The Contractor's issue management plan shall outline the methods and techniques the Contractor shall use to identify, document, resolve, track, and report issues. The Contractor shall develop and maintain the processes documented in the issue management plan to provide technical and business process related assistance for users in researching Problems, reviewing production outputs and understanding report formats. The approach to notification for these types of incidents shall be documented in the Communications Management Plan submitted for the Department's review and approval as part of the deliverable submission process.

24.11.2. Stage: Created – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancements

24.12. Reference #1150: The Contractor's project management software shall be compatible with the Department's project management software.

24.12.1. Stage: Implementation Contract Stage II

24.13. Reference #1151: Capture and collect notification of undeliverable communication (e.g., return receipt notice from email, or undeliverable notice from mail) and update address information as appropriate.

24.13.1. Contractor Approach: The Contractor shall implement an approach to capturing and collecting notification of undeliverable communications and update address information as appropriate and approved by the Department.

24.13.2. Stage: Created – Implementation Contract Stage II; Implemented Ongoing Operations and Enhancements

25. CONTRACTOR RESPONSIBILITIES

25.1. Reference #1152: Provide price and schedule estimates to support proposed legislation, budget requests, and other initiatives, as directed by the Department.

25.1.1. Contractor Approach: Contractor shall provide price and schedule estimates as directed by the Department with the understanding that they may need to be modified once the final requirements and a high level design are approved by the Department.

25.1.2. Deliverable: Price and schedule estimates

25.1.3. Stage: All Contract Stages

25.2. Reference #1153: Develop and maintain a process to provide assistance (technical and business process related) as needed to assist users in researching Problems, reviewing production outputs and understanding report formats.

25.2.1. Deliverable: Issue Management Plan

25.2.2. Stage: Created – Implementation Contract Stage II; implemented – Ongoing Operations and Enhancements

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25.3. Reference #1154: Coordinate with other contractors to provide batch control, balancing and scheduling of data load cycles (e.g., eligibility files, financial payment processing).

25.3.1. Contractor Approach: The Contractor shall coordinate data exchanges with other contractors and Colorado agencies), as directed by the Department. After a data exchange window has been decided, the actual exchange shall be fully automated using Configurable tools.

25.3.2. Stage: All Contract Stages.

25.4. Reference #1155: Identify and track all errors and discrepancies found in Colorado interChange, notify the Department, and correct all errors and discrepancies.

25.4.1. Contractor Approach: The approach to notification for these types of incidents shall be documented in the communications management plan submitted for the Department's review and approval as part of the deliverable submission process.

25.4.2. Deliverable: Communications Management Plan

25.4.3. Stage: Created – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancements

25.5. Reference #1156: Support the Department and its contractor(s) in IV&V activities associated with the Contract.

25.5.1. Stage: All Contract Stages.

25.6. Reference #1157: Purchase and maintain infrastructure hardware and software updates including upgrades and technology refreshes to maintain functionality of all interfaces.

25.6.1. Stage: Designed – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancements

25.7. Reference #1158: Manage and maintain software upgrades and site licenses so they are compatible with standard Department software. Provide training on software upgrades to authorized Colorado interChange users, as necessary.

25.7.1. Contractor Approach: The Contractor shall maintain the Colorado interChange and perform regular Maintenance and software support to sustain effective operations. The Contractor also meet mandatory requirements to provide a solution that is upgradeable and expandable to meet current and future needs. This includes hardware, software, network, and necessary upgrades to the system and COTS packages. The Contractor shall adhere to the deliverable submission review and approval process as described and approved by the Department during project initiation and planning.

25.7.2. Stage: Colorado interChange implementation – Implementation Contract Stage II; ongoing software upgrades and site license Maintenance – Ongoing Operations and Enhancements.

25.8. Reference #1159: Adhere to the Deliverable submission, review, and approval process as described and approved by the Department within the Change Management Plan.

25.8.1. Contractor Approach: As part of the Start-Up Phase, the Contractor's project manager shall work with the Department to define deliverable development, template format, review, and approval processes including criteria that can be used to measure

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deliverable approval. Before the start of the first review period, the Contractor shall conduct a work product review of major deliverable documents. After the Department and the Contractor have agreed on the approval criteria for key deliverables and documents, the work plan shall serve as a baseline for measuring the achievement of milestones and deliverables throughout the project. The deliverable management process shall be set up as an automated workflow within the Contractor's PPM tool.

25.8.2. Stage: All Contract Stages.

25.9. Reference #1160: Perform Statement on Standards for Attestation Engagements No. 16 (SSAE-16) audits annually (by an independent auditor) at the Fiscal Agent Operations facility and data center sites. Responses to findings, action plans, and remediation plans shall be submitted to and approved by the Department. Coordinate responses to initial findings with the Department that may impact Department operations.

25.9.1. Contractor Approach: The Contractor shall conduct an annual SSAE-16 at the Contractor's Fiscal Agent Operations facilities in Colorado. The Contractor shall work with the Department on responses to findings and remediation plans. The Contractor also shall conduct an annual SSAE-16 at the Contractor's Data Center and will make the results of the audit available to the Department. These reports are typically available in October or November each year.

25.9.2. Deliverable: Annual SSAE-16 Audits

25.9.3. Stage: Ongoing Operations and Enhancements

25.10. Reference #1161: Provide reasonable access to and the ability to inspect, all facilities (or any site) in which the Contractor or Subcontractor(s) performs any Work related to this Contract or maintains any records related to this Contract and provide assistance to the federal and State representatives during audits, inspections and evaluations.

25.10.1. Stage: All Contract Stages.

25.11. Reference #1162: Contractor will have insight into internal policy discussions, contractual issues, price negotiations, State financial information, and advanced knowledge of potential/draft legislation. As a result, the Contractor shall maintain confidentiality and privacy of this information.

25.11.1. Contractor Approach: The Contractor staff shall follow a defined management process for identifying security and confidentiality requirements.

25.11.2. Stage: All Contract Stages.

25.12. Reference #1163: Contractor shall work cooperatively with all Department staff, State staff, and other contractors to ensure success of this Contract. In addition, the Contractor shall identify efficiencies for the Department that could be leveraged by altering requirements, changing functionality, adapting business processes, or making other changes to the architecture or overall solution.

25.12.1. Stage: All Contract Stages.

25.13. Reference #1164: Ensure that all Fiscal Agent Operational data from Colorado interChange is delivered to the BIDM in order to support reporting and analysis.

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25.13.1.   Contractor Approach: The Contractor shall provide the data needed to the BIDM contractor and work with them to determine the best solution for a secure transfer of the data.

25.13.2.   Stage: Implementation Contract Stage III and Ongoing Operations and Enhancements

25.14. Reference #1165: On an annual basis, prepare a Business Plan for Department review and approval. Department staff shall participate in initial planning activities.   The Business Plan shall be a working long-term document that describes how potential changes to technology (e.g., Near Field Communication) and/or architecture could improve operations. The Business Plan shall be reviewed and approved by the Department and revised by the Contractor, as necessary, to reflect changing situations throughout the year. The Business Plan shall include:

25.14.1.   An outline of all major activities and training planned for the upcoming year.

25.14.2.   Business improvement objectives for the upcoming year.

25.14.3.   Methodology for performing activities and meeting objectives.

25.14.4.   Recommendations in any area the Contractor feels improvements can be made, based on industry standards, best practices and/or cost efficiencies.

25.14.5.   Prepare a six-(6-) month evaluation of activities performed as compared to the Business Plan, and revise the Business Plan, as necessary, to reflect updated goals and activities.

25.14.6.   Contractor Approach: The Contractor shall prepare an annual business plan for the Department. The Contractor shall summarize the previous year's activities, lessons learned, successes, and challenges. The Contractor shall outline the activities planned for the coming year, including training, hardware changes, and system changes. In the business plan, the Contractor shall highlight the improvements the Contractor brought to the Department in the previous year and outline new improvements the Department might want to make. The Contractor shall participate in an annual strategic business planning session allowing the Department access to their expertise in healthcare information technology, healthcare reform, Medicaid policy change impacts and State healthcare initiatives.

25.14.7.   In addition, the Contractor shall review new interChange capabilities implemented for other states with the Department for potential inclusion in the Colorado interChange. The Contractor shall provide an estimate for implementing capabilities from other states into the Colorado interChange as requested by the Department. As an additional part of the annual business planning effort, the Contractor shall also keep the Department informed of collaborative efforts across states to develop interChange functionality required to meet new federal regulations.

25.14.8.   The Contractor may propose new and creative ideas for increasing Department control over the expenditure of program dollars in its Business Plan. If accepted by Department, these accepted Enhancements may be added through an amendment to the Contract or through the use of Enhancement Project Hours as agreed by the Parties.

25.14.8.1.   In the Business Plan, the Contractor may propose new and creative ideas that increase the Department's control over the expenditure of program dollars and result in a savings in Department program expenditures. The Contractor may

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analyze program expenditures and processing controls, develop new and creative approaches to controlling expenditures, and present those proposals to the Department. The Department may choose to accept any proposals at its sole discretion.

25.14.9.   Deliverable: Business Plan

25.14.10.   Stage: Designed – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancement Contract Stage

25.15. Reference #1166: Ensure that all data from the Colorado interChange are delivered to the BIDM in order to support reporting and analysis.

25.15.1.   Department expects daily updates except as otherwise recommended by the Contractor.

25.15.2.   Contractor Approach: The Contractor shall provide fiscal operational and systems data required for reporting and analysis to the BIDM. The Contractor shall work with Department's staff during implementation to verify the necessary data and format is delivered to BIDM using interChange Connections. Through the enterprise service Benefits Utilization System (BUS) capabilities supplied as part of Connections, information and data management with reliable and measured delivery is performed. The Contractor shall allow managers to check on the status of data transfers to BIDM to make sure the data was delivered through the Connections FTS windows.

25.15.3.   Stage: Implementation Contract Stage II

25.16. Reference #1167: Provide requirements management software for the addition, deletion, and refinement of established and emerging requirements.

25.16.1.   Contractor Approach: The Contractor's ALM tool shall be a repository of system requirements documentation that is easy to navigate, interpret, and maintain throughout the project. Addition, deletion, and refinement of established and emerging requirements shall be managed in this software package. The Contractor also shall use the Contractor's ALM to document and integrate requirements with the test cases for testing. The Colorado interChange project solution objects shall be individually linked to the Contract requirements in the Contractor's ALM to show how those components of the MMIS are associated with the requirements.

25.16.2.   Stage: Implementation Contract Stage II

25.17. Reference #1168: Automate the Project Control and Issue Tracking process by providing a role based change management software that can be accessed by the Department as well as Contractor staff.

25.17.1.   Contractor Approach: The Contractor shall use the Contractor's PPM tool to automate project control and issue tracking, providing access to the Department for smoother management practices. This role-based access to issues and documentation of the issue shall be available throughout the process.

25.17.2.   Stage: Implementation Contract Stage II

25.18. Reference #1169: Maximize use of industry standards for system design and exchange of data.

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25.18.1.   Contractor Approach:

25.18.1.1.   The Contractor shall maximize the use of industry standards for system design by providing a Colorado interChange which meets the CMS 7 Standards and Conditions:

25.18.1.1.1.   Modularity (interChange Connections, Healthcare Portal, Service oriented Architecture (SOA) framework, BPA rules, COTS rules engine)

25.18.1.1.2.   Medicaid Information Technology Architecture (MITA) Condition (MITA aligned business process and data model, integrated workflow, interChange Connections)

25.18.1.1.3.   MITA Industry Standards (HIPAA, Enhanced Web Services, interChange Connections, Medical Assistance Provider Incentive Repository (MAPIR), Council for Affordable Quality Healthcare Operating Rules)

25.18.1.1.4.   Leverage Condition (BPA Rules, MAPIR, interChange Connections)

25.18.1.1.5.   Business Results Condition (Insight, Workflow, interChange Connections, enhanced UI, Healthcare Portal)

25.18.1.1.6.   Reporting Condition (interChange Connections, Business Objects, Application Programming Interface)

25.18.1.1.7.   Interoperatibility Condition (interChange Connections, data security management, published services)

25.18.1.2.   The Contractor shall maximize the use of industry standards for the exchange of data by:

25.18.1.2.1.   Supporting HIPAA-standard transactions and HIPAA code sets for transaction processing

25.18.1.2.2.   Enforcing HIPAA security and privacy standards across the MMIS

25.18.1.2.3.   Incorporating Affordable Care Act (ACA) Section 1104 and Section 6401 transaction standards and operating rules

25.18.1.2.4.   Supporting HL7 and Nationwide Health Information Network standards in the larger healthcare ecosystem.

25.18.2.   Stage: Implementation Contract Stage II

25.19. Reference #1170: Provide audit support to the Department, including selection of samples, production of hard-copy documents, and gathering of other required data. The Contractor shall assist Department staff in responding to all federal and State auditing agencies. This level of support shall also be provided to all other State and federal audit agencies or their designees.

25.19.1.   Stage: Designed – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancements

26. DELIVERABLE REQUIREMENTS

26.1.   Reference #1171: The Contractor shall develop, in accordance with the PMI's standards contained in the PMBOK, a Change Management Plan.

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26.1.1.   This Change Management Plan shall   address and define processes for managing changes to the project such as:

26.1.1.1.   Establish a process to manage Change Requests.

26.1.1.2.   Changes in the scope of work.

26.1.1.3.   Changes in business process definition.

26.1.1.4.   Changes in federal or State regulatory change support.

26.1.1.5.   Changes to the budget and procurement activities.

26.1.1.6.   Changes in Configuration and Customization (i.e., Configuration Management as defined in industry terms).

26.1.1.7.   Schedule for routine Colorado interChange Maintenance and upgrading Colorado interChange software.

26.1.1.8.   Changes in training needs.

26.1.1.9.   Establish and maintain a process for Transmittals.

26.1.2.   The Contractor shall obtain Department review and approval of the Change Management Plan and materials and any subsequent updates prior to use. The Change Management Plan shall be implemented once approved and adhere to the processes included in the plan.

26.1.3.   Contractor Approach: The purpose of a change management plan is to document a sound change management approach, which maintains the overall integrity of the project. The change management plan shall be used to establish processes required to verify that the project includes the activities required to complete the Contract successfully. It shall primarily concerned with defining and controlling what is included in the project or phase. The Contractor's Change Management Plan shall accomplish the following:

26.1.3.1.   Provide a clear definition of the scope for each phase referencing the scope baseline and WBS

26.1.3.2.   Detail the steps necessary to determine if changes to baseline are needed and what corrective and preventive actions should be recommended

26.1.3.3.   Describe the process to be followed should a change be necessary

26.1.4.   Deliverable: Change Management Plan

26.1.5.   Stage: Implementation Contract Stage II

26.2.   Reference #1172: Meet with the Department weekly on the status of all active Colorado interChange Enhancements or projects as defined in the Change Management Plan.

26.2.1.   Stage: Implementation Contract Stage II and Ongoing Operations and Enhancement Contract Stage

26.3.   Reference #1173: As defined in the Change Management Plan, develop, maintain, and submit for Department approval all SDLC documentation, including all requirements, test

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planning, technical Specifications, UAT, test results, post-implementation verifications, data conversion, strategy, and systems documentation.

26.3.1.   Stage: Implementation Contract Stage II

26.4.   Reference #1174: Deliverables shall meet the Department-approved standards, format and content requirements, and the Department will specify the number of copies and type of media for each deliverable.

26.4.1.   Stage: All Contract Stages.

27. TRAINING

27.1.   Reference #1175: Provide training and support for providers on HIPAA and HIPAA compliance for all transactions involving Colorado interChange.

27.1.1.   Contractor Approach: As part of the Contractor's ongoing training effort, the Contractor shall create an initial training session for implementation that will discuss the types of information providers will have access to using the Provider Healthcare Portal and its various transactions. The training shall cover set up of security roles within the portal and provider responsibilities regarding PHI. The Contractor also shall conduct ongoing sessions regarding provider HIPAA responsibilities.

27.1.2.   Stage: Implementation Contract Stage II and On-going Operations and Enhancements

27.2.   Reference #1176: Propose, develop, produce, publish and deliver HIPAA compliant training materials specific to Colorado interChange for the Department and its designees.

27.2.1.   Contractor Approach: The Contractor shall design and develop HIPAA-compliant course material using the knowledge gained from needs assessments, extensive experience with interChange implementations, and a base of existing material. Training shall use concrete examples of information created, maintained and used for the Department. Examples using PHI-type data shall be reviewed to verify that the data has been "scrubbed" and does not include live data.

27.2.2.   Stage: Implementation Contract Stage II

27.3.   Reference #1177: Coordinate the roll out, delivery, publication and distribution of all Colorado interChange training programs and Colorado interChange training materials across all functional areas.

27.3.1.   Contractor Approach: Training materials and user documentation shall share the same basic content suite. When a system change prompts a documentation change—whether called for by legislative, system, or user requirements—user documentation, training documentation, and training program resources shall be updated with minimal development time and cost because only the affected learning objects, modules, or lessons will be changed, as directed by the Department. The Contractor shall provide updated training materials to the Department for review, feedback, comment, and approval following receipt of the identified change.

27.3.2.   Stage: Implementation Contract Stage II

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27.4. Reference #1178: As defined in Training Plan, provide ad-hoc one-on-one and group training as requested by the Department, including on-site training if required, to instruct providers in using the billing application or to facilitate the resolution of billing problems.

27.4.1. Contractor Approach: When a change occurs in billing procedures, the Contractor shall work with provider associations to disseminate the information quickly and accurately, and the Contractor's customer service staff members shall be available to answer questions and offer assistance on the new processes. Training staff also shall be available for one-on-one instruction on the Provider Healthcare Portal and to work with providers to resolve billing issues by teleconference or virtual training.

27.4.2. Deliverable: Ad Hoc and Group Training

27.4.3. Stage: Implementation Contract Stage II and Ongoing Operations and Enhancement Contract Stage

27.5. Reference #1179: Develop and deliver a comprehensive training program to support the roll out of Colorado interChange and Services.

27.5.1. Contractor Approach: The Contractor shall use a team of skilled and highly qualified workplace learning and performance development professionals to develop the comprehensive training program for Colorado and conduct the training sessions. The Contractor's training team shall comprise the Contractor's traditional training staff (covering internal and provider training) with strong support from the Contractor SMEs who receive extensive training on the new system, are involved in testing, and play an important part in training delivery. The Contractor shall coordinate the roll out, delivery, publication and distribution of training materials across functional areas using multiple approaches and media depending on the nature of the training content and presentation approach.

27.5.2. Stage: Implementation Contract Stage II

27.6. Reference #1180: As part of organizational readiness preparation, schedule and conduct interviews and sessions with the Department's SMEs and stakeholders, as required, to clarify the training and readiness expectations and requirements.

27.6.1. Contractor Approach: During the Organizational Readiness and Training Phase, the Contractor shall conduct interviews with Department SMEs and stakeholders to assess job needs in each area.

27.6.1.1. Outputs of the Business Process Reengineering initiative also will be reviewed by the Department and the Contractor to identify training needed to enable the Department to realize their envisioned business process transformation. The Contractor shall develop comprehensive courses that are tailored to each category's job function. These courses shall be the foundation for instructor-led courses conducted before implementation and after, as they will provide a solid base for new Colorado interChange users.

27.6.1.2. Training shall begin at least 60 days before go-live, but more classes shall be held as the go-live date approaches because the Contractor has found that "just in time" training affords an easier transition for users and providers.

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27.6.1.2.1.   The training plan shall identify user types and include a detailed strategy, time line, and proposed schedule for each user group. The plan shall outline roles and responsibilities of key stakeholders and an approach for business process changes identified during the Contractor's initial training needs assessment.

27.6.1.3.   The Contractor shall offer the following methods of training:

27.6.1.3.1.   Live—As appropriate, the Contractor shall conduct live—that is, face-to-face—training sessions with providers, Department staff, and internal staff members. The Contractor shall work with the Department to define which training topics are best suited for face-to-face.   The Contractor also will work with the Department to define optimal sites around Colorado for the face-to-face sessions.

27.6.1.3.2.   Webcasts—the Contractor shall create video recordings of certain training sessions as directed by the Department and have them available for viewing 24 x 7 on the Contractor's Web Portal. These may be sessions which are "core" training sessions offered to providers (such as Portal Fundamentals classes), which allow the providers to learn at their own pace at a time of their choosing.

27.6.2.   The Contractor's Virtual Room—There are times where live, face-to-face training may not be needed, however, more interaction with the audience is needed than a taped webcast provides. In these instances, the Contractor training team shall use the Contractor's Virtual Room. This tool shall allow the training team to have live, web-based training sessions with providers and other entities.

27.6.3.   Stage: Implementation Contract Stage II

27.7.   Reference #1181: As part of testing and in conjunction with organizational readiness conduct structured acceptance testing training for the Department and its' designees per the Training Plan.

27.7.1.   Contractor Approach: The Training Plan shall follow the established deliverable review and approval process and will address providers' and users' needs for the system implementation as well as for the Department in preparation for User Acceptance Testing.

27.7.2.   Stage: Implementation Contract Stage II

27.8.   Reference #1182: Maintain ongoing training programs for Contractor staff and Department staff in the use of the reference functions (e.g., loading procedure code updates, provider rates, DRG file, diagnosis file, etc.).

27.8.1.   Contractor Approach: Ongoing training shall be available for Department and the Contractor staff for system changes. As described in the Training Plan, routine refresher training shall be provided at least annually and shall be available on demand for job functions such as reference updates, Configuration changes, and claims resolutions.

27.8.2.   Stage: Ongoing Operations and Enhancements

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27.9.   Reference #1183: Provide a dedicated training classroom to support hands on, face-to-face training that includes at least thirty (30) workstations. This shall also include the ability for remote training participation and presentations (e.g., WebEx).

27.9.1.   Contractor Approach: Classroom training shall be conducted in the Contractor's Denver facility in a dedicated education center supplied with a minimum of thirty (30) workstations and video-conferencing capability. The Contractor's use of the Contractor's Virtual Room shall allow the Contractor to conduct interactive training for users and providers at multiple locations simultaneously.

27.9.2.   Stage: Implementation Contract Stage II

27.10.   Reference #1184: Provide the ability for video conferencing (or other remote method) training participation and presentations.

27.10.1.   Contractor Approach: The Contractor shall use of the Contractor's Virtual Room to allow the Contractor to conduct interactive training for users and providers at multiple locations simultaneously. The Contractor's Virtual Room is an online meeting place for collaborating across the Internet. The Contractor's Virtual Room allows the presenter to display PowerPoint, Adobe PDF, web pages, video, and other formats and share them with a wide, geographically dispersed audience. It also includes white board and chat capabilities to facilitate collaboration and training.

27.10.2.   The presenter can monitor learners' participation through the virtual room's attention-monitoring features including – polling attendees using the "raise hand" feature and multiple choice questions at the end of modules that report the level of understanding across the entire audience.

27.10.3.   Stage: All Contract Stages

27.11.   Reference #1185: Provide the ability for students completing a course to print a certificate of completion.

27.11.1.   Contractor Approach: The Contractor shall develop and deliver high-quality, learner-centric training programs that address the needs of providers, users, and other stakeholders. Colorado interChange users who attend training shall be able to print certificates of course completion at the end of class.

27.11.2.   Stage: Created – Implementation Contract Stage II, Implemented – Ongoing Operations and Enhancement Contract Stage.

27.12.   Reference #1186: As defined in the Training Plan, train Department and Contractor staff as well as other authorized Colorado interChange users on Colorado interChange and billing procedures.

27.12.1.   Contractor Approach: The Contractor training team shall create a training curriculum development and approval process. At the start of any training project, a trainer shall be assigned as lead. The lead shall identify key Department and the Contractor SMEs to involve in the training development.

27.12.2.   The lead shall meet with the SMEs to develop the key training messages, medium, audience, and other key elements. The lead also shall develop a project plan that will include key benchmark draft development and review dates.

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27.12.3.   SMEs shall have the opportunity to review training slide decks, notes, and handouts as part of the development process. After the review team is satisfied with the training product, it shall be routed for final review to a list of Department-defined approvers.

27.12.4.   Stage: Created – Implementation Contract Stage II, Implemented – Ongoing Operations and Enhancement Contract Stage.

27.13. Reference #1187: Propose, produce, deliver, and support initial and ongoing training materials and Computer-Based Training (CBT) and web-based training and tutorials addressing all areas of Contractor-provided Colorado interChange functionality and use.

27.13.1.   Contractor Approach: For the development of initial and ongoing training approach and material development, the Contractor shall focus on the following:

27.13.1.1.   Analyzing the learning gap to determine the specific training need and appropriate method of information sharing.

27.13.1.2.   Designing the specific instructional strategies and making decisions on contents and approach.

27.13.1.3.   Developing the actual educational materials for web-based training and tutorials.

27.13.1.4.   Implementing the materials through pilot testing with the target audience and revising and delivering the final product to the stakeholders.

27.13.1.5.   Evaluating the effectiveness of the training materials and adjusting as needed.

27.13.2.   For authorized Colorado interChange users, other than providers, the Contractor shall target its training approach for the following three different groups of stakeholders:

27.13.2.1.   Executive—Brief overview course of each area of Colorado interChange including the "help" functions

27.13.2.2.   User—Functional capabilities across the areas of Colorado interChange including researching a Client, provider, or claim

27.13.2.3.   Super User—In-depth training in particular areas and overall understanding of each area of Colorado interChange

27.13.3.   Deliverable: Training Materials

27.13.4.   Stage: Implementation Contract Stage III

27.14. Reference #1188: Develop and maintain web-based training for the interactive application used by Providers.

27.14.1.   Contractor Approach: The Contractor shall create web-based courses using an eLearning product, such as Qarbon's eLearning products. The eLearning product shall offer a familiar experience to those accustomed to taking web-based courses and also are user-friendly for the novice.

27.14.2.   Deliverable: Provider web-based training

27.14.3.   Stage: Implementation Contract Stage II and Ongoing Operations and Enhancement Contract Stage

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27.15. Reference #1189: Provide training on any new initiatives that occur through the term of the Contract (e.g., train providers on changes to the enrollment, revalidation and dis-enrollment process, billing procedures).

27.15.1. Contractor Approach: The Contractor shall have training staff involved in discussions with key Department and the Contractor staff as new initiatives arise and make provider training part of the overall implementation plan for a new project.

27.15.2. Stage: All Contract Stages

27.16. Reference #1190: Provide training on Provider Enrollment Portal (e.g., train providers on the enrollment, revalidation and dis-enrollment processes).

27.16.1. Contractor Approach: The Provider Healthcare Portal shall be fully equipped with illustrated online help guides to assist providers in using the portal. Online help guides shall be available for all Portal capability including Provider Enrollment, registration and attestation and claims submission. As changes are made to Portal functional capability, the Contractor shall update the online training guides and post the guides at least 30 days before the change is implemented or as approved through the Training Plan. The Provider Healthcare Portal shall provide means to notify providers when updated training is available.

27.16.2. Stage: Implementation Contract Stage I

27.17. Reference #1191: Track and provide confirmation of attendance at all training sessions and what versions of training materials were presented at the training.

27.17.1. Contractor Approach: The Contractor shall employ a Learning Management System (LMS), such as Accord's LMS, to manage training content. The LMS also shall be used to track course scheduling and registration, along with attendance of Department staff members. The Department shall be sent reports that show what courses were offered, who registered, who attended, and what materials were provided during the course.

27.17.2. Stage: Creation – Implementation Contract Stage III; ongoing LMS operations – Ongoing Operations and Enhancement Contract Stage

27.18. Reference #1192: Provide training evaluation reports by participant or summaries of evaluations to the Department.

27.18.1. Contractor Approach: The Contractor shall provide training evaluation reports by participant. Reports also shall include user progress toward training milestones and evaluation summaries from user and provider training.

27.18.2. Stage: Created – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancement Contract Stage

27.19. Reference #1193: Provide access to the learning management product used by the Contractor to allow the Department to revise learning/training content, as necessary.

27.19.1. Contractor Approach: The Contractor shall employ a LMS, such as Accord's LMS to manage training content. The Contractor shall store the workbooks, handouts, instructor guides, and presentations in the LMS and make them available for the

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Department to view. When Department staff identifies the need for a change to training material, they will submit a request to the Contractor as described in the Training Plan.

27.19.2.   Stage: Implementation Contract Stage III

28. SECURITY AND CONFIDENTIALITY REQUIREMENTS

28.1.   Reference #1194: Comply with federal and State security criteria as outlined by the Colorado Office of Information Security, Office of Civil Rights, etc. in the standard system security plan template.

28.1.1.   Contractor Approach: The Contractor shall provide the Department with a Security, Privacy and Confidentiality Plan (SPCP). As part of the data security development life cycle, the Contractor's teams shall work closely with the Department to:

28.1.1.1.   Define data privacy by business area and user groups

28.1.1.2.   Define the data retention requirements

28.1.1.3.   Define the data compliance aspect of Colorado interChange

28.1.2.   The Contractor shall utilize its own set of control standards taken directly from the industry-leading National Institute of Standards and Technology (NIST) guidelines. The NIST-800 guidelines were developed to assist technology based companies in the healthcare industry maintain compliance with the HIPAA Security Rule. The Contractor shall use the NIST-800 guidelines as control standards to meet or exceed compliance with security, confidentiality, and audit controls. The Contractor shall continue to comply with these strict control standards and work with the Department to minimize risk and continue compliance with the HIPAA Privacy and Security Rules.

28.1.3.   Deliverable: Security, Privacy and Confidentiality Plan

28.1.4.   Stage: Implementation Contract Stage II

28.2.   Reference #1195: Provide detailed security control implementation and status information (where applicable) for the following Control Categories:

28.2.1.   Management Controls: Risk Assessment, Planning, Systems and Services Acquisition, Certification, Accreditation and Security, and Program Management.

28.2.2.   Operational Controls: Personnel Security, Physical and Environmental Protection, Contingency Planning, Configuration Management, Maintenance, System and Information Integrity, Media Protection, Incident Response, and Security Awareness and Training.

28.2.3.   Technical Controls: Identification and Authentication, Access Controls, Audit and Accountability, and System and Communications Protection.

28.2.4.   Contractor Approach: Working with the Department, the Contractor shall identify clearly defined management, operational and technical (physical) controls to prevent potential threats, unauthorized access, or disclosure of sensitive information. The controls shall provide objective evidence to demonstrate compliance with state and federal security and confidentiality laws. The Contractor shall use a tool, such as the Account Security Governance and Compliance Management (ASGCM) tool. The Contractor shall use the ASGCM to give the Department and the Contractor security

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and privacy officers a solid platform to promote the integrity, confidentiality, and availability to sensitive information

28.2.5. Stage: Implementation Contract Stage II

28.3. Reference #1196: Demonstrate that Colorado interChange infrastructure (hardware, software, and linkages) is operational and meets federal and State architectural, technical, security and privacy requirements as well as the business and functional requirements.

28.3.1. Contractor Approach: During the Organizational Readiness and Training Phase, the Contractor shall demonstrate that the Colorado interChange and Services business and functional areas are operational and ready for implementation and rollout. This includes meeting federal and State architectural, technical, security, and privacy requirements. Using these requirements as the foundation for the Contractor's construction and adding the Department's requirements during the Development Phase validates the Contractor shall meet the standards at implementation. The Contractor shall document that infrastructure, software, communication, and security requirements have been implemented according to defined and documented security and functional requirements. The Contractor shall focus on actions supporting increased confidence in the correct implementation and operation of the control. An essential part of the control includes specific capabilities and documentation to demonstrate that the control meets its required function or purpose.

28.3.2. Stage: Implementation Contract Stage II

28.4. Reference #1197: Keep all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of the Contract confidential until publicly released by the Department or until written permission is granted by the Department for its release.

28.4.1. Contractor Approach: The Contractor's Enterprise Security Policy and Standards (ESPS)/Access Policy shall provide access to the Contractor information, assets, and resources, including those entrusted to the Contractor by third parties. Access shall be authorized, controlled, and monitored based on job-related function and need-to-know criteria. ESPS combines security best practices and expertise to deliver policies, requirements, control standards, implementation procedures, release of artifacts and system code.

28.4.2. Stage: Implementation Contract Stage II

28.5. Reference #1198: Obtain written approval from the Department prior to release of PHI to any non-Department entity. The Contractor shall verify with the Department that the requesting party is authorized to receive information.

28.5.1. Contractor Approach: The Contractor's staff shall not disclose Department sensitive or confidential information to anyone other than the Department without prior written Authorization from the Department, except if state or federal law requires disclosure. The Contractor's staff shall promptly transmit to the Department requests for disclosure of any Department sensitive or confidential information—including PHI/PII or other sensitive information not emanating from the person who is the subject of the information.

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28.5.2.   Stage: All Contract Stages

28.6.   Reference #1199: Obtain written approval from the Department prior to disclosing any privileged information (e.g., attorney/Client information).

28.6.1.   Stage: All Contract Stages

28.7.   Reference #1200: Provide the ability for any user, as defined by the Department, to have secure, role-based, Single Sign-On user access to any current and historical data, Colorado interChange components, or Web-based material.

28.7.1.   Contractor Approach: The Contractor shall provide a single point of access for authorized Colorado interChange users. The Contractor shall accomplish centralized user authentication and Authorization and de-provisioning of terminated or inactive users with a set of interoperable and automated processes.

28.7.1.1.   The Contractor's solution shall use Active Directory (AD) to achieve the following:

28.7.1.1.1.   Single log on and authentication

28.7.1.1.2.   Self-service provisioning

28.7.1.1.3.   Delegation

28.7.1.1.4.   Role management and help desk

28.7.1.1.5.   Password management, including self-service password reset capabilities

28.7.1.1.6.   Hierarchical security group and permissions structure

28.7.1.2.   The Contractor's interChange security single log on solution shall allow secure access to multiple systems from one web page. The capability shall enable smooth access to other systems for authorized users, including the BIDM and the McKesson VITAL care and Case Management platform. Each user must register on the Provider Healthcare Portal with at least one role: provider, delegate, billing agent, trading partner, or out-of-network provider. Each role can be configured with a set of functions that is accessible to its users. The delegate and billing agent roles are special cases. Role-based security allows providers to create delegates as subordinates and give those delegates access to some or all of the functions the provider role has available. Likewise, a provider can associate with an already registered billing agent and give them access to some or all of the functions the provider role has available.

28.7.2.   Stage: Implementation Contract Stage II

28.8.   Reference #1201: Provide Client and provider information protection per Colorado's Address Confidentiality Program (ACP) as specified through the Communication Management Plan.

28.8.1.   Contractor Approach: The Contractor shall confirm that the data affected is protected in compliance with the statute.

28.8.2.   Stage: Implementation Contract Stage II

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28.9. Reference #1202: Provide a third party cyber security assessment to execute the security audit prior to go-live. The selected third party assessor will work with the Colorado Office of Information Security and provide reports to the Department.

28.9.1. Contractor Approach: To help verify the Colorado interChange solution meets defined architectural, performance and security requirements, the Contractor shall retain an external third party to execute the security audit before the system enters production use.

28.9.2. Stage: Implementation Contract Stage II

28.10. Reference #1203: Apply all security patches for any Windows Operating System and any other software for Colorado interChange.

28.10.1. Contractor Approach: The Contractor's security standards shall confirm that the most current level of corrective and preventive patches is applied, providing a proactive approach to securing and managing the environment. The Contractor shall notify the Department of the receipt of security patches within 24 hours of receipt of the patches. The Contractor shall implement a structured approach to updating systems with minimal effect on program stakeholders. This includes the Department business functions and the Colorado interChange users. The Contractor shall work with the Department to determine the most appropriate time for necessary installations and upgrades to Colorado interChange and its components. The Contractor shall schedule these Maintenance windows with Department approval for a time when program and Colorado interChange activity is at a minimum. As part of the documented communication process regarding system Maintenance, the Contractor shall inform the appropriate stakeholders using the methods defined in the Maintenance plan.

28.10.2. Stage: Implementation Contract Stage II

28.11. Reference #1204: Provide a user administration module that allows authorized Colorado interChange users, including authorized providers and system administrators, to assign access to Colorado interChange functions in a secure manner in accordance with privacy and security requirements.

28.11.1. Contractor Approach: The Colorado interChange solution shall provide SSO for authorized users to access integrated enterprise applications by an active directory, such as Microsoft Active Directory Federation Services. The Contractor shall have a comprehensive security solution that provides centralized identity management. The Contractor shall provide a single point of access for authorized Colorado interChange users. Centralized user authentication and Authorization, as well as de-provisioning a terminated user, is accomplished with a set of interoperable tools. The solution shall also allow for user self-provisioning. Based on user type, accounts can be created through access to a web page, an internal link, or PIN information sent through the mail with a provider ID. The Contractor shall automatically give the appropriate Authorizations to providers based on their enrollment information.

28.11.2. Stage: Implementation Contract Stage II

28.12. Reference #1205: Provide an easy-to-use module for authorized Colorado interChange users to edit, create, and implement role-based and group-based security at the individual

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data field level for all authorized users based upon individual characteristics or group memberships.

28.12.1. Contractor Approach: Designated administrators shall be able to add users and groups at the site, library, data, and task level in interChange, based on their defined work role or work group requirements. User profiles shall control what information is accessible to individuals who are authorized to have access to Colorado interChange and the capability approved such as: "inquiry only", "update", or "add" capability. Using a role-based access control tool, such as Medicaid Enterprise User Provisioning System, the administrator shall be able to assign a preset user role or create customized profiles to enable or restrict access to specific parts of the application(s). Additionally, the Provider Healthcare Portal shall restrict providers' access to member information from a defined set of constraints in the Colorado interChange. A provider shall be able to designate "delegates" (such as billing agents) to have access to the Provider Healthcare Portal through a unique log on. The provider can then assign one or more functions - made up of one or more security rights – to each delegate. For example, a function for claims inquiry will contain the security rights needed to perform that function. Likewise, a function for claim submission would allow a delegate to submit claims. Administrators or providers (as the State permits) can be allowed to define security functions available to delegates in the provider portal. The provider controls access to functions for each delegate. A delegate representing multiple providers can have different security access for each provider represented.

28.12.2. Stage: Implementation Contract Stage III

28.13. Reference #1206: Provide privacy/litigation controls that indicate who/what has access to provider data contained within the provider/Client record.

28.13.1. Contractor Approach: Colorado interChange access shall be Configurable to accommodate needs such as user restrictions and legal holds. The Contractor shall implement role-based security, assigned per Department Specifications, to help verify that the system, by default, will not provide access to this information unless specific Authorization is given. This means access to PHI/PII or other sensitive information shall not be automatically provided, but can be incrementally added based on the Department's discretion. This also means that data classification shall be included as a component of data exports to allow for the default exclusion of certain specific information.

28.13.2. Stage: Implementation Contract Stage II

28.14. Reference #1207: Provide the ability to support both role-based and group-based security at the individual data field level so that users are not able to view sensitive information or other information which they have no business need to view.

28.14.1. Contractor Approach: The Colorado interChange shall support role-based and group-based security at the site, library, data, and task level. This helps to confirm that users have the correct information available to perform their work role at the appropriate time. Suppressing results returned shall be Configurable in the Colorado interChange such that the results will depend on the business rules for the data to be suppressed.

28.14.2. Stage: Implementation Contract Stage III

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28.15. Reference #1208: This requirement intentionally deleted.

29. AUDIT REQUIREMENTS

29.1.   Reference #1209: Provide the ability to review all changes made to fields in Colorado interChange and maintain audit trail for all actions performed.

29.1.1.   Contractor Approach: The Colorado interChange shall include audit trail functionality for tables and can be configured, as needed, at the database table level regardless of whether the changes are coming from the User Interface or in batch. Under the change management plan, the Contractor shall provide the ability to review changes made to fields in the system. The Contractor shall adhere to the deliverable submission, review, and approval as described and approved by the Department within the change management plan.

29.1.2.   Stage: Implementation Contract Stage II

29.2.   Reference #1210: Maintain an audit trail of all actions performed on a provider record.

29.2.1.   This includes:

29.2.1.1.   Status changes (accepted, denied, pended re-verification).

29.2.1.2.   Limitations and changes.

29.2.1.3.   Communication sent and received and all notification/alert activities.

29.2.1.4.   Verifications with third party sources regarding credentialing/third party validation.

29.2.2.   Contractor Approach: The Colorado interChange shall provide full audit trail functions on the provider database tables. The audit trail shall be available online for each tab within the provider subsystem and shows the additions and changes. This includes modifications to status and limitations or restrictions. Written communication with the provider shall be stored in software, such as OnDemand, and available for viewing. This includes letters sent to and received from providers, and the results of verifications with third-party sources regarding credentialing and third-party validation.

29.2.3.   Stage: Implementation Contract Stage II

29.3.   Reference #1211: Maintain audit trail of all actions performed on a Client record. This includes:

29.3.1.   Eligibility, ineligibility and retro eligibility, and associated spans.

29.3.2.   Enrollment/Disenrollment spans and benefit package enrollment, limitations and changes.

29.3.3.   Communication and notification activities.

29.3.4.   Sources of eligibility.

29.3.5.   Contractor Approach: The Colorado interChange shall provide auditing functions that capture information such as date, time, user ID, and data from the record when inserts, updates, or deletions occur on a database table. Regardless of source, such as UI or batch, the audit data shall be captured. Additional auditing shall be established case by case. The Contractor shall retain eligibility data in the Colorado interChange. The previous IDs shall provide a listing of the previous IDs for a Client. Additionally, the

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link history feature shall enable authorized users to link multiple IDs for a given Client. Audit functions shall verify that the changes to data are logged by date and user information. The Contractor's EDMS solution stores communication associated with a Client.

29.3.6. The Colorado interChange shall maintain an extensive audit trail for every Client record. Within the Colorado interChange, authorized users shall be able to view Client data and the associated audit history. Through user-friendly web-based panels, users shall be able to generate a complete history of actions taken on the data—such as when it was added, changed, or deleted and by which user. This functional capability shall enable a user to see at a glance when data changed, how it changed, and determine the source of the change.

29.3.7. Stage: Implementation Contract Stage II

29.4. Reference #1212: Maintain an audit trail for each claim record (e.g., each stage of processing, the date the claim was entered into each state, any error codes posted).

29.4.1. Contractor Approach: Colorado interChange shall maintain a complete audit trail for each claim record. Error codes Encountered by the claim shall be captured and displayed on either the claim level error screen or the detail error screen. The interChange solution shall capture: the date/time stamp of each action taken, whether performed automatically or manually; the system or user ID performing the action; and the status of the error code. User-applied changes such as data corrections shall be captured in audit trails along with the ID of the user performing the update.

29.4.2. Stage: Implementation Contract Stage II

29.5. Reference #1213: Provide the ability to quickly and easily track the life cycle of claims/Encounters from original submission date through all adjustments, including partial and system-generated adjustments.

29.5.1. Contractor Approach: Each claim shall receive a unique internal control number (ICN) for tracking purposes and future reference. The original submission of the claim shall be linked to all subsequent adjustments including partial and system-generated adjustments. The Colorado interChange shall include a panel that displays prior and subsequent versions of a claim.

29.5.1.1. The Colorado interChange ICN assignment process shall provide for intelligent tracking of claims/Encounters from receipt to final disposition of the claim/Encounter. Additionally, adjustment claims shall be assigned an ICN that is cross-referenced to the original claim for tracking and audit purposes. The cross-reference shall allow all prior and subsequent versions of a claim to be viewable through a single Claim Inquiry panel. The Colorado interChange shall include audit trail functions within the system tables. Claim status is tracked at the header and detail level by date, location, and status for all claims. Error codes Encountered by the claim and the business rule numbers that were used to adjudicate and price the claim shall be captured. The resolution for each error code shall identify if the error code was forced or denied systematically, or by a specific user. The Colorado interChange shall include a table that contains prior and subsequent versions of a claim. The table shall track a claim through each location from receipt through final

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payment. User-applied changes—such as data corrections, manual denials, and error overrides—shall be captured in audit trails along with the ID of the user performing the update. When the interface feed updates an interChange database table, an audit record is created for those tables.

29.5.2.   Stage: Implementation Contract Stage II

29.6.   Reference #1214: Maintain claim resolution (e.g., overrides or manual intervention) information by the individual user.

29.6.1.   Contractor Approach: The Colorado interChange shall capture: the date/time stamp of each action taken, whether performed automatically or manually; the system or user ID performing the action; and the status of the error code. User-applied changes such as data corrections shall be captured in audit trails along with the ID of the user performing the update. The Colorado interChange will use location codes as shown below to monitor and control the movement of each claim through adjudication. The date and time the claim enters a location code shall be captured and available online for review. The rules used to process each claim shall be captured and displayed on the decision rules screen. This screen shall show every rule, the order of the application of the rules, and the level to which the rule was applied (header or specific detail number).

29.6.2.   Stage: Implementation Contract Stage II

29.7.   Reference #1215: Maintain audit trail of all actions performed and any data modifications initiated from the interface feed.

29.7.1.   Contractor Approach: The Colorado interChange shall have auditing features that can be configured as required at the database table level regardless of whether the changes are coming from the UI or batch. When the interface feed updates an interChange database table, an audit record shall be created for those tables that have auditing configured.

29.7.1.1.   interChange Connections shall monitor, track, log, and move files throughout the Colorado interChange solution. The interChange Connections shall provide full audit tracking of files and notifies users of errors that occur during processing. Additionally, data fields in the Colorado interChange MMIS shall maintain an audit trail.   The Search screen shall let the user find a file, determining at a glance the status, processing phase, and file details. This shall provide a complete picture of the transaction as it progresses through the Colorado interChange.

29.7.2.   Stage: Implementation Contract Stage II

29.8.   Reference #1216: Maintains audit trail of all actions performed on EDMS content. For example:

29.8.1.   Date document is entered in Colorado interChange.

29.8.2.   Any actions taken on the document or attachment; including the date of the edits/modification.

29.8.3.   Record the user responsible for the changes.

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29.8.4.	Contractor Approach: The Contractor's EDMS solution shall maintain an audit trail to identify the date a document was placed in the system along with actions taken on the document or attachment by user ID.

29.8.4.1.	The EDMS solution shall maintain an audit trail of actions performed on its content, including the following information:

29.8.4.1.1.	A time stamp showing when the content was stored in the EDMS solution

29.8.4.1.2.	Any actions taken on the content

29.8.4.1.3.	A time stamp showing when actions were performed on the content

29.8.4.1.4.	The user ID of everyone who took action on the content

29.8.4.2.	Hyperlinks shall be displayed within the interChange solution if one or more images associated with the record being viewed are stored in the EDMS solution. This enables staff members to retrieve the image from within interChange, without having to open the EDMS solution to search for the document. The image viewer and the Colorado interChange User Interface shall work together, making document related research and verification simple for the user.

29.8.5.	Stage: Implementation Contract Stage II

29.9.	Reference #1217: Ensure that all audit trails are easy-to-use (e.g., through the use graphical User Interfaces, paper layouts) easy to read (e.g., little or no use of codes or abbreviations) and easy to understand (e.g., activities and logs use complete English sentences describing what happened).

29.9.1.	Contractor Approach: The Colorado interChange shall track updates to data through batch, real-time external interfaces, or web panels, allowing a complete audit and reporting process. The audit trail shall record the action (insert, update, or delete), date of the change, the source of the change (electronic file or staff ID making the change), and what information changed because of the update.

29.9.2.	Stage: Implementation Contract Stage III

29.10.	Reference #1218: This requirement intentionally deleted.

29.11.	Reference #1219: Support the logging, tracking, and auditing of web access for any Client-data or provider-data queries.

29.11.1.	Contractor Approach: The Provider and Client Healthcare Portals shall support the logging, tracking, and auditing of web access for any Client-data or provider-data queries. The data shall be captured and passed to the Colorado interChange. For example, the results of a web customer eligibility inquiry are passed to and viewable in the Colorado interChange Enrollment Verification Panel. Rather than capturing only verification inquiries that meet specific criteria, the underlying table shall capture each inquiry. Colorado interChange users shall have immediate, online access to review inquiries by provider ID or Client ID. The Colorado interChange shall provide Drill-Down capability to allow the user to view details of the inquiry, including dates of service the provider seeks.

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29.11.1.1.   The Provider Healthcare Portal shall include logging of provider-requested eligibility queries to a table in the interChange database, verifying the Department can produce a list of eligibility requests that were submitted by a specific provider for a specific Client, including the date and time of each request. The Provider Healthcare Portal shall pass to the back-end system the following information for each request/transaction performed on the portal:

29.11.1.1.1.   User ID of the logged in user on whose behalf the portal is requesting an operation

29.11.1.1.2.   The back-end system key that uniquely identifies the Client, provider or employer group that is associated with the Portal User ID

29.11.1.1.3.   The date and time of the request

29.11.1.1.4.   The registered user's display name

29.11.2.   Stage: Implementation Contract Stage III

29.12.   Reference #1220: Maintain screens which allow users the ability to view and print the entire audit trail in Colorado interChange.

29.12.1.   Contractor Approach: The Colorado interChange UI shall enable the users to view audit trail records through the audit panels. The Colorado interChange shall track updates to data through batch, real-time external interfaces, or web panels, allowing a complete audit and reporting process. The audit trail shall record the action (insert, update, or delete), date of the change, the source of the change (electronic file or staff ID making the change), and what information changed because of the update.

29.12.2.   Stage: Implementation Contract Stage III

30. COMPLIANCE WITH FEDERAL STANDARDS

30.1.   Reference #1221: Colorado interChange shall meet the federal requirements for certification and licensure as prescribed in the State Medicaid Manual, Part 11, as well as 42 and 45 CFR.

30.1.1.   Contractor Approach: The Contractor shall remain current on the State Medicaid Manual (SMM) Part 11 and the CFR as applied to Medicaid and Medicare. As CMS makes changes or highlights best practices, the Contractor shall review and implement them as applicable. The Contractor shall keep abreast of the changes, discuss them internally with peers, and proactively discuss SMM and CFR changes, and recommend actions to the State as needed.

30.1.2.   Stage: Implementation Contract Stage II

30.2.   Reference #1222: The Contractor shall implement ACA Provider Screening Rule in the Provider Enrollment Tool for all provider types (e.g., goods, medical, pharmacy), as directed by the Department.   If the requirements require a site visit to enroll a provider, the Contractor shall perform those as directed by the Department.

30.2.1.   Contractor Approach: The Contractor shall fully engage the Department immediately after the Effective Date and begin work to verify the commitment to CMS is upheld. To meet the ACA Provider Screening Rule, as part of the Provider Enrollment process,

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the Contractor shall check sanctions, licensure, and conduct screening of potential Colorado Medical Assistance providers. The Contractor shall use LexisNexis, or a similar system, to meet the requirements of Rule 6028 of the ACA for provider credentialing and background checks. The Contractor's staff shall pull information from a large database, like the one provided by LexisNexis, of public and proprietary records to give a detailed view of individuals or businesses and their history. The Contractor shall use this service to aid in the investigation process by quickly identifying Fraud and other incidents within the last five years that involve owners, indirect owners, and managing employees.

30.2.2. The Contractor shall conduct on-site visits to provider types as designated by the Department to conduct an assessment that the provider meets Department-specified criteria (e.g., facility, accreditation, and credentials) for enrollment in Medicaid as approved by the Department. The Contractor shall train site-visit representatives with Department-approved material based on the Department's requirements to meet ACA Provider Screening Rules prior to visits being conducted.

30.2.3. Stage: Implementation Contract Stage I

30.3. Reference #1223: Maintain and make available source data and methodological documentation from all federal reports for the purposes of validating and verifying reports. Ensure data is transferred to appropriate system.

30.3.1. Contractor Approach: To promote the Department's compliance with federal reporting, the Contractor shall work to create the extract files that contain the data attributes the BIDM contractor needs to meet their requirement. The Contractor shall oversee the transfer of methodological documentation for the federal reporting from the BIDM contractor who has the responsibility for creating the reports. The documentation shall be stored within the content management solution of the Colorado interChange to meet the requirement.

30.3.1.1. The data transfer from the Colorado interChange to the BIDM contractor shall be tightly managed by the interChange Connections module for Interoperability. This MMIS module shall provide the data transfer reliability required for making sure the MMIS source data is transferred to BIDM. The detailed transactional data shall provide the necessary information to the BIDM to generate the following reports to meet CMS federal and State reporting requirements:

30.3.1.1.1. CMS-372—Annual Report on Home and Community-Based Services Waivers

30.3.1.1.2. CMS-372S—Annual Report on Home and Community-Based Services Waivers and Supporting Regulations

30.3.1.1.3. CMS-416—Annual Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Participation Report

30.3.1.1.4. CMS-37—Medicaid Program Budget Report

30.3.1.1.5. CMS-64—Quarterly Expense Report

30.3.1.1.6. CMS-21—Quarterly CHIP Expenditure Report

30.3.1.1.7. CMS-21B—Quarterly CHIP Program Budget Report

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30.3.1.1.8.　　　　PERM—Payment Error Rate Measurement

30.3.1.2.　　　The data transfer from the Colorado interChange to the BIDM solution to support the federal reporting requirements shall be tightly managed by the interChange Connections module. The Connections module shall be powered by software, such as Microsoft BizTalk, for enterprise service BUS Interoperability. This Colorado interChange module shall provide the data transfer traceability and reliability required for making sure the Colorado interChange source data is transferred to the BIDM.

30.3.2.　　　Stage: Implementation Contract Stage II

30.4.　　Reference #1224: Capture and provide to the BIDM all data that will be required to produce for submission to CMS the federally required Transformed Medicaid Statistical Information System (T-MSIS) files.

30.4.1.　　　This includes but is not limited to the following functionality:

30.4.1.1.　　　Maintain data sets required for T-MSIS reporting.

30.4.1.2.　　　Merge outside data sources into T-MSIS data if required.

30.4.1.3.　　　Provide and maintain T-MSIS data for adjudicated claims/Encounters.

30.4.1.4.　　　Provide and maintain Encounter Data in appropriate claim(s) file.

30.4.1.5.　　　Conform to and maintain reporting requirements from T-MSIS File Specifications and Data Dictionary document.

30.4.1.6.　　　Meet T-MSIS submission and timeline reporting requirements.

30.4.2.　　　Contractor Approach: The Colorado interChange shall provide the claims data for the CMS-required T-MSIS files. These files shall include data for Client eligibility, inpatient claim activity, Long-Term Care claim activity, other claim, and pharmacy claim activity. The T-MSIS summary process shall produce these files quarterly. Data shall be delivered to the BIDM contractor through electronic file exchange. The Contractor shall update the T-MSIS files per the T-MSIS files Specifications and Data Dictionary document. Because federally mandated requirements affect each of the states the Contractor support, the Contractor shall collaborate to share ideas and solutions. With each of the Contractor's Medicaid accounts represented, the Contractor T-MSIS Leveraging Work group shall provide an online forum, along with routine meetings, for team members to pose questions, seek advice, and provide ideas for an effective transition. At these meetings, the Contractor shall discuss implementing new federal mandates and collaborate on how best to implement the mandates, sharing ideas and potential issues.

30.4.2.1.　　　The Contractor shall use a strategy for supporting the BIDM contractor with data for federal reporting by using the Contractor's base transferred MMIS reporting, which has been CMS- certified. The Contractor shall work with the BIDM contractor on the new CMS reporting requirements through the modernization team, data analysts, and applicable business teams that include producing the new T-MSIS reporting requirements. The data provided shall be all inclusive for

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reference files, data to complete financial and utilization reporting, and information needed to complete federally required reporting.

30.4.3. Stage: Implementation Contract Stage II

30.5. Reference #1225: Capture and provide to the BIDM all data required for the BIDM to report on quality performance measures for the production of the CMS-372 and CMS-372S annual reports, for any calendar year or Fiscal Year and for all current and future Home and Community Based Services (HCBS) Waivers or waiver related programs, in accordance with CMS requirements.

30.5.1. Contractor Approach: The Contractor shall provide data for the CMS 372 and CMS 372S annual reports, generated on the schedule and in the format specified, with format and frequency adjustable as requirements change. This report shall be designed to determine program participation, expenditures, services, paid and billed amounts, eligibles, unduplicated Client counts, total cost of care by Date of Service, and expenditures for parallel populations.

30.5.1.1. The Colorado interChange reporting environment shall maintain the detailed transactional data that will be transferred to BIDM. The Contractor shall work with the BIDM contractor to synchronize data delivery to allow proper processing and execution. The detailed transactional data shall provide the necessary information to the BIDM to generate the following reports to meet CMS federal and State reporting requirements:

30.5.1.1.1. CMS-372—Annual Report on Home and Community-Based Services Waivers

30.5.1.1.2. CMS-372S—Annual Report on Home and Community-Based Services Waivers and Supporting Regulations

30.5.1.1.3. CMS-416—Annual EPSDT Participation Report

30.5.1.1.4. CMS-37—Medicaid Program Budget Report

30.5.1.1.5. CMS-64—Quarterly Expense Report

30.5.1.1.6. CMS-21—Quarterly CHIP Expenditure Report

30.5.1.1.7. CMS-21B—Quarterly CHIP Program Budget Report

30.5.1.1.8. PERM—Payment Error Rate Measurement

30.5.1.2. The MAR solution shall provide data for medical assistance payments supporting the preparation of those sections of the Department's CMS-37 report. The Contractor shall provide the data and support to the BIDM contractor for the CMS-37. The Contractor also shall provide data for the CMS 372 and the "lag" report, generated on the schedule and in the format specified, with format and frequency adjustable as requirements change. This report shall be designed to determine program participation, expenditures, services, paid and billed amount, eligible Clients, unduplicated Client counts, total cost of care by Date of Service, and expenditures for parallel populations.

30.5.2. Stage: Implementation Contract Stage II

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30.6. Reference #1226: Capture and provide to the BIDM all data that will be required to generate standard EPSDT reports to meet federal and State reporting requirements.

30.6.1. Stage: Implementation Contract Stage II

30.7. Reference #1227: Capture and provide to the BIDM all data required for the BIDM to produce CMS-416 EPSDT reports, both quarterly and annually, that contain Client demographics and program participation, and detail and summary data to meet federal and State reporting requirements.

30.7.1. Contractor Approach: The Contractor shall provide data for the CMS 416—Annual EPSDT Participation Report. The Contractor shall accurately capture and provide this data to the BIDM contractor within the specified time frame.

30.7.1.1. This information shall include data relating to EPSDT services, referrals, and follow-up treatment, using Fee-For-Service and Encounter claims information. The Contractor also shall include the number of screenings performed during the report period, referral activity for treatment services, and the number of Clients who received vision, dental, and hearing screens within each age group.

30.7.2. Stage: Implementation Contract Stage II

30.8. Reference #1228: Capture and provide to BIDM all data required for BIDM to produce the National Payment Error Rate Measurement (PERM), in accordance with most up to date Specifications.

30.8.1. Contractor Approach: The Contractor shall use established procedures and protocols for extracting data to support the National Payment Error Rate Measurement (PERM) reviews. The Contractor shall accurately capture and provide this data to the BIDM contractor within the specified time frame.

30.8.2. Stage: Implementation Contract Stage II

30.9. Reference #1229: Capture and provide to the BIDM all data required (e.g., the Colorado Financial Reporting System (COFRS), cash collections, claims payment, etc.) for the BIDM to produce financial reporting based on Department-defined criteria and produce quarterly estimates and expenditure reports for federal CMS-37, CMS-64, CMS-21, and CMS-21b.

30.9.1. Stage: Implementation Contract Stage II

30.10. Reference #1230: Produce and distribute ANSI X12N 820 and X12N 834 transaction.

30.10.1. Contractor Approach: The Colorado interChange shall provide payment transactions through the X12N 820 format. Enrollment transactions shall be in X12N 834 format. The Contractor's interChange Connections EDI solution shall exchange HIPAA transactions. An important aspect of EDI is verifying that incoming and outgoing X12 transactions meet the HIPAA standards. interChange Connections shall validate X12 transactions for HIPAA compliance as they are received and before they are sent to the Contractor's trading partners. The batch and real-time submission mechanism shall validate and accept or reject X12 transactions and respond with appropriate HIPAA acknowledgment transactions such as 999 and TA1. interChange Connections shall offer flexible mapping that is fully compatible with each of the components of the

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Contractor's EDI solution, offering the acceptance of various formats and transactions. The Contractor's EDI interChange Connections shall provide the ability to translate a message into a format that is understandable to the service that will receive it.

30.10.1.1.   The Colorado interChange shall produce and distribute ANSI X12N 820 and X12N 834 transactions as standard transactions and also allow for data Customization using the data loops used by the Department. The data Customization of the Department's data needs using the 834 loops shall allow for the Department to use the standard transaction sets to exchange data with the Managed Care Organizations (MCOs). By maximizing the variable fields within the standard 834 transaction, the Contractor shall provide the Department with the ability to provide supplemental data needed by the MCOs to perform their contractual responsibilities and minimize the need for proprietary files. The 820 and 834 transactions shall be integrated into the Colorado interChange processing and shall be systematically produced based on the schedule set by the Department. Historical versions of 820 and 834 transactions shall be maintained in the MMIS for multiple generations to make sure the data is available when needed.

30.10.2.   Stage: Implementation Contract Stage II

30.11.   Reference #1231: Comply with all sections of the Americans With Disabilities Act (ADA), Section 508 of the Rehabilitation Act, and the Web Content Accessibility Guidelines WCAG 2.0. in the Web Portal and include comprehensive online help features (e.g., mouse-over help, "what is this?" detail, etc.).

30.11.1.   Stage: Implementation Contract Stage II

30.12.   Reference #1232: Provide Client and provider communications that meet the health literacy levels established by the federal National Institute for Health (NIH) and State guidelines for medical terms and descriptions.

30.12.1.   Contractor Approach: When producing Client and provider communications, the Contractor shall verify that the communications contain verbiage that meets the health literacy level established by the NIH and state guidelines.

30.12.1.1.   The Contractor embraces the NIH philosophy of improving health outcomes by communicating clearly regarding health issues. The type of communication commonly associated with health literacy that would apply to the Contractor publications in the Colorado interChange project include the following:

30.12.1.1.1.   Patient and physician communication

30.12.1.1.2.   Health information publications and other resources

30.12.1.1.3.   Informed consent documents

30.12.1.1.4.   Responding to medical and insurance forms

30.12.1.1.5.   Training

30.12.1.2.   The Contractor's documents, letters, and other communications shall follow the toolkits and guidelines available from NIH.

30.12.2.   Stage: Implementation Contract Stage II

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30.13. Reference #1233: Provide published content that meets 6th grade reading literacy levels on Client and provider-facing materials.

30.13.1. Contractor Approach: The Contractor shall use a sixth-grade reading level when publishing Client and provider material for the Colorado Medicaid program in accordance with federal regulations.

30.13.2. Stage: Implementation Contract Stage II

31. DISASTER RECOVERY AND BUSINESS CONTINUITY

31.1. Reference #1234: Provide results of Business Continuity and Disaster Recovery Plan testing. Allow Department Staff or their designee to participate in testing, if requested by the staff.

31.1.1. Contractor Approach: The Contractor shall perform the disaster recovery and business continuity test annually for the Colorado interChange and Services. The Contractor shall review the disaster recovery plan against the TRP during each periodic rehearsal. The rehearsal team, consisting of participating Clients from the Department and the Contractor, shall perform this review. During this review, the infrastructure Configuration information, such as hardware, software, and network information, shall be verified and updated to promote alignment between the documentation and the current production infrastructure. Previous rehearsal and procedures notes shall be reviewed and updated to verify the latest standard and best practices are incorporated.

31.1.2. Deliverable: Business Continuity and Disaster Recovery Plan Test

31.1.3. Stage: Created – Implementation Contract Stage II, Annual Test – Ongoing Operations and Enhancement Contract Stage

31.2. Reference #1235: This requirement intentionally deleted.

32. DATA RETENTION

32.1. Reference #1236: Maintain provider, Client, claims/Encounters processing, benefit utilization, financial, reference and other data to support management reports and analysis in accordance with the Operations Procedures Plan.

32.1.1. Contractor Approach: In accordance with the operations procedures plan, the Contractor shall maintain provider, Client, claims or Encounters processing, benefit utilization, financial, reference, and other data to support management reports and analysis. This is core to what interChange does; it is the backbone of what the Contractor's Medicaid accounts use to run the Contractor's businesses and what the Department will use.

32.1.1.1. The Colorado interChange system solution shall be designed to maximize the availability of data in a real-time environment where users have online access to the data needed to perform their MMIS operational tasks. Through the Contractor's data architecture, including the data partitioning, the Contractor shall maintain system performance levels while retaining vast stores of data.

32.1.2. Stage: Implementation Contract Stage II

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32.2. Reference #1237: Maintain all current and historical provider (electronic and paper) and Client (electronic) records.

32.2.1. Contractor Approach: During the transition planning meetings, a list of historical records in the custody of the incumbent Fiscal Agent shall be developed, reviewed, and modified as needed by the Contractor. This list will serve as the basis for the final historical record transition checklist, when the records are physically transferred to the Contractor.

32.2.1.1. The Contractor shall maintain current and historical provider and Client records according to Department Specifications—paper and electronic. Whenever possible and permissible, the Contractor shall convert paper documentation into a digital format. The Contractor shall document the processes in the operations procedures plan.

32.2.2. Stage: Implementation Contract Stage II

32.3. Reference #1238: Keep records, as specified by the Department, involving matters in litigation, for the period of time agreed upon.

32.3.1. Contractor Approach: The Contractor understands the Department's need to maintain records after litigation, as instructed by the court or desired by the Department. The Contractor shall comply with the schedules and time frames the Department outlines. The Contractor shall document the processes for record retention of litigation materials in the operations procedures plan.

32.3.2. Stage: Implementation Contract Stage II

32.4. Reference #1239: Maintain a current and updated cross-walk between National Drug Code (NDC) and Health Care Common Procedure Coding System (HCPCS)/Common Procedure Terminology (CPT), and maintain historical cross-walk data for claims/Encounters processing and drug rebate.

32.4.1. Contractor Approach: The Contractor shall deliver a NDC to HCPCS/CPT crosswalk in the Colorado interChange solution. The NDC procedure code cross-reference shall be maintained on a table with effective and end dates. Updated data shall be date segmented so historical records can be maintained. Data shall be updated quarterly and updates are made through an MMIS panel or as a file upload for larger updates. Crosswalk data shall provide sufficient information to be used for claims and drug rebate processing. Additionally, the Contractor shall maintain current and historical crosswalk files for the agreed-on retention period.

32.4.1.1. The Contractor shall document the processes and procedures for maintaining the crosswalk in the operations procedures plan.

32.4.2. Stage: Implementation Contract Stage II

32.5. Reference #1240: Retain all original paper submitted by providers under the Contract until quality, human readable electronic media is produced of that material.

32.5.1. Contractor Approach: As paper is scanned and images captured, the original documents shall be placed in numerically sequenced batches and filed by Julian date for later retrieval if necessary. Following Department approval, the Contractor shall routinely

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authorize the secure destruction of original documents that have a human-readable electronic copy in the image repository.

32.5.1.1.   The Contractor shall work with the Department during the Discovery and Requirements Validation and Requirements Elicitation Phase to align the paper record management requirements and the preferred archive process to efficiently and properly adhere to the Department-specific periods and retention guidelines.

32.5.2.   Stage: Implementation Contract Stage II

32.6.   Reference #1241: Contractor shall ensure that data maintained by Colorado interChange are properly and routinely purged, archived, and protected from destruction, as appropriate, as identified in the Operations Procedures Plan.

32.6.1.   Contractor Approach: The Contractor shall use Department-specific disposal and retention schedules to manage file retention and archiving. Disposal may mean alteration, transfer of custody or ownership, or destruction of agency records. The Contractor shall create a schedule that allows the legal destruction, long- or short-term retention, transfer, or alteration of an agency's records. Triggers defined by the schedule enable the Contractor to calculate transfer and destruction dates. A single retention schedule can contain multiple date triggers—for example, transfer to an interim archive five years after closure and then destroy 10 years after closure.

32.6.1.1.   The Contractor's shall use a coordinated method that uses interChange for primary storage of data records and the Contractor's EDMS solution for storage of images and reports. The Contractor's solution shall contain archiving features that will be managed through routine processes that the Contractor shall work with the Department to define. Recognizing the need to archive older electronic content, the Contractor shall provide a storage management system and a means to contain storage growth.

32.6.1.2.   The operations procedure plan shall clearly outline the requirements for purging, archiving, and protecting data from destruction.

32.6.2.   Stage: Implementation Contract Stage II

32.7.   Reference #1242: The Contractor shall retain and archive, in electronic media specified by the Operations Procedures Plan.

32.7.1.   Contractor Approach: The Contractor shall retain and archive required data and documents in the electronic media format as specified by the Department. The operations procedures plan shall document the preferred storage medium on which each document type will be maintained—for example, optical disk or magnetic tape.

32.7.2.   Stage: Implementation Contract Stage II

32.8.   Reference #1243: Data retention for Protected Health Information shall comply with HIPAA Privacy Standards, and data generated and/or maintained by Colorado interChange shall be retained and be accessible according to federal and State Requirements.

32.8.1.   Contractor Approach: Stored PHI shall be encrypted or protected according to industry standards, including data at rest in the Colorado interChange and backups. The

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Colorado interChange shall provide encryption behind the scenes with minimal impact to system performance.

32.8.1.1.   Although the HIPAA privacy rule does not include medical record retention requirements, it does require that covered entities apply appropriate safeguards to protect the data. The Contractor shall adhere to State laws, regulations and rules that govern medical records retention.

32.8.1.2.   The Contractor shall follow industry best practices regarding scheduled backups and managing incremental and full backups for optimal performance and security. The backup server, such as the NetBackup Master Server, shall control the loading and unloading of tapes and other access to the tape library. Tape pools shall be set up on a per-customer basis and enforced by the backup server.

32.8.1.3.   The backup server also shall be responsible for creating, managing, and distributing customer encryption keys used to encrypt and decrypt tape media and media metadata. The media servers shall request these customer encryption keys from the Master Server using the metadata communication channel as part of their backup and restore jobs.

32.8.1.4.   The backup server shall keep a master catalog of metadata, which is stored in a storage array attached to the backup SAN. The arrays holding the master catalog shall be copied through an automated SFTP process to the disaster recovery site, validating the master catalog's availability in the event of a disaster.

32.8.1.5.   Access to the media servers and backup server shall be strictly controlled on an "as-needed-only" basis and monitored from the monitoring tools deployed at the Contractor's data center. Standard monitoring tools used to monitor access to the backup environment shall include systems such as syslog, ArcSight, and Network Intrusion Detection software or devices.

32.8.1.6.   The operations procedures plan shall include policies and procedures for prevention of improper alteration and destruction of PHI and guidelines for access, retrieval, and duplication of sensitive data.

32.8.2.   Stage: Implementation Contract Stage II

32.9.   Reference #1244: Provide on-line retrieval and access to documents and files for a Configurable time parameter, as defined through the Operations Procedures Plan.

32.9.1.   Contractor Approach: The Contractor's document solution shall combine interChange and an Electronic Data Management System (EDMS), such as IBM OnDemand Document Management, to modernize the business processes and professional services.

32.9.2.   The Contractor shall work with the Department to identify document retention Specifications. The Contractor shall allocate sufficient space to store documents online for the required retrieval parameter of six years, eliminating the need for a separate archival and retrieval process. Archived documents more than six years of age shall be maintained for the life of the Contract and returned to the Department or successor vendor during the Turnover Phase.

32.9.3.   Stage: Implementation Contract Stage II

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32.10. Reference #1245: Provide ability to archive and index the archived data with the ability to access a directory view of the archive's contents.

32.10.1. Contractor Approach: The Contractor's solution to archiving shall provide the Department with the ability to access critical Colorado interChange data readily and maintain system performance standards. The Contractor's solution does not archive Colorado interChange transactional data; the Contractor shall retain the data in the online database rather than archiving it. MMIS data shall be available when users need it.

32.10.1.1. Archives of non-MMIS data, such as documents, shall be handled through Microsoft SharePoint and indexed in a directory view. Requests for archived data shall be acknowledged within five (5) Business Days and fulfilled within thirty (30) Business Days of the request.

32.10.2. Stage: Implementation Contract Stage II

32.11. Reference #1246: Provide a data storage archive and management approach that allows a "never delete a record" approach for ease and timeliness in accessing historical records, if so chosen by the Department.

32.11.1. Contractor Approach: The Contractor shall support indefinite retention of data and records using the Contractor's storage and archival methodology while preserving system performance. The Contractor shall enable the Department to manage purging of data in an orderly fashion. Though the Contractor's systems can schedule purges, the Contractor shall never purge data, records, or documentation without a strict review process and approval from the Department. During the Discovery and Requirements Validation and Requirements Elicitation Phase, the Contractor shall review the purge options and document the best strategies for each type of information in the detailed retention and purging schedules.

32.11.2. Stage: Implementation Contract Stage II

32.12. Reference #1247: When converting claim history from incumbent contractor, provide a solution that ensures all existing Transaction Control Numbers (TCNs) are maintained on the original claim.

32.12.1. Contractor Approach: The standard Contractor conversion process shall enable users to search for and retrieve converted claims using the original legacy TCN. The conversion process shall create a legacy TCN to ICN cross-reference table that links the original TCN to the converted claim ICN.

32.12.2. Stage: Implementation Contract Stage II

33. SYSTEM INTERFACES

33.1. Reference #1248: Support the exchange of data between the Colorado interChange and the systems it interfaces with to facilitate business functions that meet the requirements of Department policy, and federal and State rules and regulations.

33.1.1. Contractor Approach: Interoperability of the new MMIS shall be powered by the Contractor's interChange Connections component that orchestrates interaction of the Colorado interChange with the broader healthcare ecosystem.

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33.1.1.1.   As part of the Colorado interChange implementation, the Contractor shall create data exchanges. The following are examples of existing data exchanges:

33.1.1.1.1.   Real-time claim adjudication for claims—Providers and Clients can interact with the MMIS using the Internet through The Contractor's Healthcare Portal, which supports the distribution of program information, the submission of claims and Client eligibility validation, and other features.

33.1.1.1.2.   The web-based PA application process enables providers to submit Authorization requests including the uploading of appropriate attachments through the Web Portal.

33.1.1.1.3.   Web-based distribution of the RAs is available.

33.1.1.1.4.   Web-based access to claims for claims corrections, resubmitted, adjustments or roster billing. Providers or their designated representative can search by multiple claim data elements.

33.1.1.1.5.   Automated services are compliant with ACA1104 Core Operating rules for exchange of covered transactions.

33.1.1.2.   The Contractor shall build services and tools that will meet the present and future needs of the Colorado interChange.

33.1.2.   Stage: Implementation Contract Stage II

33.2.   Reference #1249: Collaborate with the Department and other contractors to provide technical assistance to establish and support interfaces with Colorado interChange.

33.2.1.1.   Contractor Approach: Interoperability of the new MMIS shall be powered by the Contractor's interChange Connections component that orchestrates interaction of the MMIS with the broader healthcare ecosystem. interChange Connections shall support the integration of the Colorado interChange with external applications while enabling the communication between the Colorado interChange and those applications through defined services.

33.2.2.   Stage: Implementation Contract Stage II

33.3.   Reference #1250: Provide and maintain data layout documentation, Data Dictionary, data mapping crosswalk, inbound/outbound capability, and frequency for all interfaces. Data Dictionary shall be developed using industry best practices identified and cited by the Contractor and approved by the Department. At a minimum, the Data Dictionary shall contain for each field:

33.3.1.   Human readable/"plain English" field name.

33.3.2.   A field description.

33.3.3.   Database field name.

33.3.4.   Database table.

33.3.5.   Field Type and length.

33.3.6.   Codes associated with the field.

33.3.7.   Descriptions of each code.

33.3.8.   Original field source (e.g., Colorado Benefits Management System (CBMS), 837, practitioner claim).

33.3.9.   Contractor Approach: For external users, the Contractor shall maintain and publish a detailed connectivity guide that contains the Data Dictionary to define external contracts and service connection protocols through the Web Portal. The Contractor shall maintain a system object model, accessible to appropriate Colorado and internal staff members that will detail the relationship between business objects and the database data model.

33.3.9.1.   For internal users, access to a common, integrated, fully attributed Data Dictionary shall be provided through the Help feature in the Colorado interChange. Authorized users should have the ability to select the Help feature from the menu bar, and then select Data. The Data Dictionary fields shall contain: plain English field names, field descriptions, database field name, database table, field type and length, associated codes, code descriptions, and original source.

33.3.10.   Stage: Implementation Contract Stage II

33.4.   Reference #1251: Provide the ability to receive adjudication results for claims, Capitations, and Encounters from the PBMS contractor.

33.4.1.   Contractor Approach: interChange Connections shall be used for interfacing with any stakeholder who needs to supply data to or receive data from the Colorado interChange including Interoperability with PBMS for claims, Capitations, Encounters, and eligibility data.

33.4.2.   Stage: Implementation Contract Stage II

33.5.   Reference #1252: Provide the ability to send Client eligibility data to the PBMS contractor.

33.5.1.   Contractor Approach: interChange Connections shall be used for interfacing with any stakeholder who needs to supply data to or receive data from the Colorado interChange including Interoperability with PBMS for Capitations, Encounters, and eligibility data.

33.5.2.   Stage: Implementation Contract Stage II

33.6.   Reference #1253: Provide and support a data interface/data exchange with the enrollment broker contractor and other Department-defined entities, and provide direct, update access to the enrollment and disenrollment functionality of Colorado interChange.

33.6.1.   Contractor Approach: interChange Connections shall be used for interfacing with any stakeholder who needs to supply data to or receive data from the Colorado interChange including Interoperability with enrollment broker for eligibility data.

33.6.2.   Stage: Implementation Contract Stage II

33.7.   Reference #1254: Provide the ability to validate, edit and accept other eligibility files outside of CBMS, as identified by the Department.

33.7.1.   Contractor Approach: interChange Connections shall be used for interfacing with any stakeholder who needs to supply data to or receive data from the Colorado interChange including Interoperability to accept, validate, and edit eligibility data from outside CBMS.

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33.7.2.   Stage: Implementation Contract Stage II

33.8.   Reference #1255: Provide the ability to securely export managed care Encounter Data to other Department contractors.

33.8.1.   Contractor Approach: interChange Connections shall be used for interfacing with any stakeholder who needs to supply data to or receive data from the Colorado interChange including the ability to securely export Encounter Data using industry standard formats.

33.8.2.   Stage: Implementation Contract Stage II

33.9.   Reference #1256: Provide the ability to interface with Case Management systems and link that data to Client and Client claims/Encounters records.

33.9.1.   Contractor Approach: The platform, such as the VITAL platform, provided by the Contractor shall interface with Case Management systems and link that data to Client and Client claims/Encounter records. The platform shall use ASCII based flat files and supports the use of common web formats, such as X12, XML, and other proprietary formats. The format and messaging method depends on the Department's implementation needs. The Contractor and the Department will determine the appropriate interface between interChange and the platform to verify the proper alerts are triggered within the application.

33.9.2.   Stage: Implementation Contract Stage II

33.10.   Reference #1257: Provide the ability to accept data (e.g., names, addresses, social security number, or tax ID numbers) provided through the COFRS interface.

33.10.1.   Contractor Approach: interChange Connections shall be used for interfacing with any stakeholder who needs to supply data to or receive data from the Colorado interChange including the ability to interoperate with COFRS.

33.10.2.   Stage: Implementation Contract Stage II

33.11.   Reference #1258: For each Program Integrity (PI) and Department's contractor recovery, offset or adjustment, send appropriate accounting information through COFRS.

33.11.1.   Contractor Approach: The Contractor shall support the financial process by developing an interface developed during DDI to send appropriate accounting information through COFRS for each Program Integrity and Department's recovery, offset, or adjustment. The interface shall produce reports to validate that everything remains balanced and accurate.

33.11.2.   Stage: Implementation Contract Stage II

33.12.   Reference #1259: Capture, store, and transmit to BIDM on all data elements submitted on drug related claims/Encounters from PBMS.

33.12.1.   Contractor Approach: interChange Connections shall be used for interfacing with any stakeholder who needs to supply data to or receive data from the Colorado interChange including the ability to interoperate with BDIM with PBM-related Encounter Data

33.12.2.   Stage: Implementation Contract Stage II

33.13.   Reference #1260: Process system files from the Department's Eligibility System (CBMS) and update Client eligibility records as received.

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33.13.1. Contractor Approach: interChange Connections shall be used for interfacing with any stakeholder who needs to supply data to or receive data from the Colorado interChange including Interoperability with CBMS for Client record updates.

33.13.2. Stage: Implementation Contract Stage II

33.14. Reference #1261: This requirement intentionally deleted.

33.15. Reference #1262: Develop and maintain an interface between Colorado interChange and Case Management Tool that triggers automated prompts to case managers, in instances such as hospitalization, emergency room visits, new chronic condition diagnosis and multiple chronic condition diagnosis.

33.15.1. Contractor Approach: interChange Connections shall be used for interfacing with any stakeholder who needs to supply data to or receive data from the Colorado interChange including the ability to interoperate with the Case Management Tool for automated prompts to case managers for specific business scenarios.

33.15.2. Stage: Implementation Contract Stage III

33.16. Reference #1263: Provide the ability to post data analytic reports, including, but not limited to, those for members, for authorized Colorado interChange users in the Case Management tool generated from the BIDM.

33.16.1. Contractor Approach: interChange Connections shall be used for interfacing with any stakeholder who needs to supply data to or receive data from the Colorado interChange including the ability to post data analytic reports in Case Management tool.

33.16.2. Stage: Implementation Contract Stage III

34. RULES ENGINE

34.1. Reference #1264: Provide a web-based rules-based engine with the flexibility and capacity to support diverse and complex health care programs, including the ability to Configure alerts, notification triggers and pre-adjudication business rules.

34.1.1. Contractor Approach: interChange BPA rules shall be responsible for claims adjudication, pricing, editing, and auditing decisions. The configurability built into BPA rules shall give the Department the flexibility and scalability to use the Colorado interChange for pre-adjudication transaction processing for multiple programs across the MMIS enterprise.

34.1.1.1. The BPA rules engine shall define and process these rule types:

34.1.1.1.1. Provider Contract Rules—The services a provider is allowed to perform

34.1.1.1.2. Client Plans Rules—The services a Client is eligible to receive

34.1.1.1.3. Reimbursement Rules—The decisions on appropriate pricing methodology to apply

34.1.1.1.4. Assignment Plan Rules—Services to carve-out of a capitated managed care plan

34.1.1.1.5. Third-Party Liability (TPL) Rules—Services are covered by carrier-specific rules allowing cost avoidance and recovery

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34.1.1.1.6.   Edit Rules—Most edits are rule-driven through Configuration

34.1.1.1.7.   Audit Rules—Most audits are rule-driven through Configuration

34.1.1.1.8.   Co-pay Rules—Client responsibility amount

34.1.1.2.   The authorized user shall be able to export, manage, and maintain the rules in a human-readable form. They also shall be able to publish them to an external registry, such as an HHS repository, leading to a more standardized mode of operations between states. This fully supports a "reuse and reduce" practice and enables the transparency of the processing logic.

34.1.2.   Stage: Implementation Contract Stage II

34.2.   Reference #1265: Provide the ability for authorized Colorado interChange users to create system rules for business functions, including but not limited to: Provider Enrollment, managed care plan enrollment, managed care Client enrollment, Client Service Plan design, Health Benefit Plan design, rate payments, Health Benefit Plan administration, claims/Encounters processing, PA, pre-claims/Encounters adjudication processing, Program Integrity validation, and reference data update functions.

34.2.1.   Contractor Approach: Authorized Colorado interChange users shall be able to create and maintain rules for various business functions including Provider Enrollment, managed care plan enrollment, managed care Client enrollment, Client Service Plan design, Health Benefit Plan design and administration, reimbursement rules, claims or Encounter processing, Program Integrity validation, and reference data update functions.

34.2.1.1.   By understanding the thought process and actual business steps of these various program functions, the Department and the Contractor staff members shall be able to turn rules on paper into Colorado interChange business rules that affect Client and Provider Enrollment, transaction processing, and post-payment validation.

34.2.2.   Stage: Implementation Contract Stage II

34.3.   Reference #1266: Provide Department review and approval on the rules Configuration and rules engine design.

34.3.1.   Contractor Approach: The rules in the Business Rules Engine (BRE) shall be created by authorized users according to the business process requirements. If necessary, a workflow process shall allow for rule review and approval by the Department before being configured in the BRE.

34.3.2.   Stage: Implementation Contract Stage II

34.4.   Reference #1267: Provide the ability to configure rules to be date specific, including date added, date modified, start date, end date, and effective date.

34.4.1.   Contractor Approach: The Colorado interChange shall allow rules to be configured with date specificity. The date the rule is added shall be immediately captured following rule creation and the date shall be modified whenever the rule is changed. The MMIS shall allow the user to specify the start and end dates of service, the start and end processing dates, and effective date for each rule.

34.4.2. Stage: Implementation Contract Stage II

34.5. Reference #1268: Produce and maintain documentation regarding all business rules, including any exception handling rules.

34.5.1. Contractor Approach: Every rule configured in the BRE shall follow a design process that includes documentation of the configured rules. Each business rule set shall be closely examined to determine which rules need to be in place to generate the desired outcomes, particularly regarding workflow decisions and task routing. For example, the exception handling rules for claims processing edits and audits are captured for each error code. The method of correction specifies these exception handling rules and are available online for the claims resolution analysts.

34.5.2. Stage: Implementation Contract Stage II

34.6. Reference #1269: Provide ongoing training and training documentation on any exception handling rules created or updated to satisfy the Department needs.

34.6.1. Contractor Approach: The Colorado interChange shall store the method of correction that identifies the step-by-step instructions for the exception handling rules for claim edits and audits. This documentation shall be available online for consistent application of Department policy.

34.6.2. Additionally, the MITA business processes for each functional area shall be documented in the Colorado interChange and include step-by-step instructions along with prerequisites and outputs. The method of correction instructions and the MITA business process documentation shall be updated per Department policy and are used for training purposes.

34.6.3. Stage: Implementation Contract Stage II

34.7. Reference #1270: Provide tracking and reporting of rule usage, exception usage, and when the rules fail to work as designed, and provide recommendations to resolve rule failure.

34.7.1. Contractor Approach: interChange shall maintain, as part of the permanent claim record, a history of the rules that were applied in the processing of each claim on the Decision Rules tab.

34.7.1.1. Every rule that was used in the processing of the claim shall be presented on the decision rules tab along with the order in which they were applied and the level they were applied, either header or detail.

34.7.1.2. The English presentation of the rule shall be displayed, making research quick and easy for the analyst. The Contractor shall provide the ability to quickly navigate from the claim to the specific rule in order to greatly enhance the user's ability to quickly and accurately perform research and assist providers and Clients.

34.7.2. Stage: Implementation Contract Stage II

34.8. Reference #1271: Provide a User Interface to the Rules Engine enabling authorized Colorado interChange users to easily connect and apply rules, as well as to view active and inactive rules.

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34.8.1. Contractor Approach: The Colorado interChange shall provide a browser-based interface that enables Business Analysts to configure and maintain the business rules and view the rules that applied to the detailed transactions the MMIS processes.

34.8.2. Stage: Implementation Contract Stage III

34.9. Reference #1272: Provide ability for the Department to create program specific alerts (e.g., to providers, Clients, Department staff) through easily defined parameters.

34.9.1. Contractor Approach: interChange shall provide the ability to set program-specific edits using the BPA User Interface. The Contractor shall implement edits that can trigger alerts to the Client or provider in the form of letters or reports. The Contractor's correspondence generation solution shall include the ability to generate email and SMS notifications to Colorado interChange stakeholders.

34.9.1.1. The interChange inSight Dashboard reporting solution also shall allow Configuration of automatically triggered reporting using software, such as Microsoft SQL Server Reporting Services

34.9.1.2. The Contractor shall work with the Department during the BPR and requirements validation phases to define the alerting requirements.

34.9.2. Stage: Implementation Contract Stage III

34.10. Reference #1273: Provide and maintain online documentation linking every business rule in the Rules Engine to the particular part of Colorado interChange design documents that called for the rule functionality.

34.10.1. Contractor Approach: The Colorado interChange shall allow the linking of an Authorization code to reference file updates and BPA rule sheets. The Authorization code is linked to the type of Authorization that is a Configurable item.

34.10.2. Stage: Implementation Contract Stage III

34.11. Reference #1274: Provide the ability to schedule implementation of rules into Colorado interChange.

34.11.1. Contractor Approach: The Colorado interChange shall allow the user to set the rule with an effective date, and end date if required. The Contractor shall provide the Department with the ability to set the date of the business rules implementation date in the Colorado interChange. The Colorado interChange shall allow the user to specify the start and end dates of service, the start and end processing dates, and effective date for each rule.

34.11.2. Stage: Implementation Contract Stage II

34.12. Reference #1275: Provide the ability to clone rules, modify them and then implement them as new separate rules.

34.12.1. Contractor Approach: The Colorado interChange shall allow authorized users to create rules and modify them as new separate rules at multiple levels

34.12.1.1. Rules created at the higher levels such as All Procedure shall be inherited by the underlying subgroups—for example, CPT and HCPCs. This feature shall enable users to create a global rule that applies to most of the procedures than simply

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modifying the rule for the few procedures that have different requirements resulting in less rules and minimizing rule Maintenance.

34.12.1.2. Additionally, the BRE shall provide the capability to copy rules, change them, and implement then as new separate rules.

34.12.1.3. Authorized users also shall be able to copy entire BPA rule sheets from one benefit plan to another benefit plan. They shall be able to then make modifications to the new rule sheet if necessary to meet the requirements of the new benefit plan. This feature shall enable the reuse of rules when benefit plans have the same or similar coverage.

34.12.2. Stage: Implementation Contract Stage II

34.13. Reference #1276: Provide the ability to Configure rules exception to be date specific, including date added, date modified, start date, end date, and effective date.

34.13.1. Contractor Approach: Colorado interChange shall provide the authorized user the ability to configure the dates for the business rule and exceptions, to be specific for the start and end dates of service, the start and end processing dates, and effective date for each rule.

34.13.2. Stage: Implementation Contract Stage II

34.14. Reference #1277: Provide the ability to respond to changes in the business by using business rules management, business process management, and business activity monitoring tools where practical.

34.14.1. Stage: Implementation Contract Stage II

34.15. Reference #1278: Provide a process for a built-in multi-level rule review and approval process that will validate logic errors, conflicts, redundancy and incompleteness across business rules to identify any conflicts in business rules as they are being developed, tested, and implemented.

34.15.1. Contractor Approach: The Contractor shall implement a check-out process where one of the first tasks for the analyst is validating the specific rule sheet is not already checked out – making sure the work does not interfere with other modification from the beginning. This check-out process prevents inadvertent work to the rule while this modification is in work.

34.15.1.1. The Business Analyst shall be able to view the difference (at least one element is added, changed, or deleted) between the rule sheet being worked and its corresponding active rule sheet. The focus for the quality review shall be exactly on the rules that require attention. Uploading the Rule Sheet shall also validate the performed work by documenting errors for the analyst's review before the final upload of the modified rule.

34.15.1.2. The Contractor shall put validation into the process from the first step to the last approval to help identify any conflicts in the rules as development, testing, and implementation are completed.

34.15.2. Stage: Implementation Contract Stage II

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34.16. Reference #1279: Provide a workflow and rules approval process for the rules engine.

34.16.1. Contractor Approach: The Contractor shall use a defined workflow and rules approval method. From the first step to completion and submittal for approval, the Contractor shall use a mature, proven process to make sure the workflow and rules meet the documented requirements, from simple modification in transaction processing to complex federal or state regulations impacting Client benefits, provider reimbursement, or code set usage.

34.16.2. Stage: Implementation Contract Stage II

35. WORKFLOW MANAGEMENT

35.1. Reference #1280: Provide a workflow engine that supports workflow access, assignments, and execution for all essential components of the business processes (e.g., Provider Enrollment, Provider Screening, Client communications).

35.1.1. Contractor Approach: A business event—such as receipt of a Provider Enrollment application—shall trigger a call to a web service that will start a new business process workflow. The engine shall generate work items and assign them to appropriate workers' worklists tailored to reflect departments, business areas, or even individual task specialization. Security services shall associate user IDs to groups by their profiles to manage access to data, screens, or applications and worklists.

35.1.1.1. Authorized users shall be able to determine a specific number or percentage of instances based on the entire workflow, an individual step, the user who performed the step, or a combination.

35.1.2. Stage: Implementation Contract Stage II

35.2. Reference #1281: Provide Department access to workflow monitoring that includes indicators and statistics by sub process, organization, or individual staff.

35.2.1. Contractor Approach: The Contractor shall provide in-process and historical workflows, allowing reviewers to determine exactly what path a given instance of a process followed, even months later. Processing data shall be retained for every work instance. The interChange workflow engine shall document and store the results of each process as part of the overall Colorado interChange history database.

35.2.2. Stage: Implementation Contract Stage III

35.3. Reference #1282: Support workflow management for multiple simultaneous processes.

35.3.1. Contractor Approach: The Contractor shall allow for a single workflow to have multiple paths, include escalation for issues, and involve multiple users drawing tasks from different worklists. Additionally, the integrated workflow engine shall manage multiple simultaneous processes as workflow items progress throughout the Colorado interChange.

35.3.2. Stage: Implementation Contract Stage II

35.4. Reference #1283: Provide the ability to create workflows that route and assign cases to the appropriate staff.

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35.4.1.　Contractor Approach: Managers and other authorized users shall have access to the tasks assigned to them and their employees. Task assignments and workflow processes shall be Configurable and managed in the Colorado interChange.

35.4.2.　Stage: Implementation Contract Stage II

35.5.　Reference #1284: Support supervisory functions for workflow management (e.g., prioritization, delegation, re-routing).

35.5.1.　Contractor Approach: The workflow shall capture which user completed each step and when it was completed, and it allows management to view time spent on each task and the caseload that each reviewer possesses.

35.5.2.　At the managerial level, software, such as K2 blackpearl, shall be provided by the Contractor to provide in-depth reports that give information about staff workload and productivity at an enterprise level.

35.5.3.　Stage: Implementation Contract Stage II

35.6.　Reference #1285: Provide the ability to assign caseload "weights" to cases, PI requests, or Prior Authorization Requests (PARs) based upon difficulty or other criteria (e.g., Complexity, Priority).

35.6.1.　Contractor Approach: The Contractor shall provide the ability for requests, such as Program Integrity requests, to have weights assigned to the request based on difficulty or other criteria jointly defined by the Department and the Contractor. This shall verify that the requests are properly addressed and processed promptly.

35.6.2.　Weights and priorities shall be used to automatically prompt users to work the most critical workflow items from the worklist before less critical items. As tasks are completed, they shall be removed from the worklist.

35.6.3.　Stage: Implementation Contract Stage II

35.7.　Reference #1286: Provide the ability to assign authorized Colorado interChange users and manage capacity levels to case managers at the agency or program level, PAR reviewers, or PI reviewers.

35.7.1.　Contractor Approach: The Contractor shall build a workflow that will, as a built-in feature, allow task assignment Configuration for certain authorized individuals or groups.

35.7.1.1.　When reassigned or delegated, the task shall no longer appear on the previous task assignee's worklist. Capacity levels for each user shall be assigned to case managers at the agency or program level and PAR or Program Integrity reviewers for related tasks managed by the MMIS workflow. Additionally, timing and escalation parameters for workflow process and individual tasks shall be Configurable, and the assignees for such escalations. If an issue or error occurs within the workflow or other special circumstance, a configured administrator or other authorized users shall be notified of the issue or event. If a task has not been put into action by the defined amount of time, it shall escalate and assign a task to the configured assignee for disposition.

35.7.2.　Stage: Implementation Contract Stage II

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35.8.   Reference #1287: Provide an automatic real time update process as tasks are completed.

35.8.1.   Contractor Approach: Tasks shall be automatically updated real-time based on user response through the interChange screens or automatic adjudication by the workflow engine. Data regarding elapsed time between steps shall be dynamically captured at each step and available for business activity reporting and trending. Each of these interactions shall continue until the task has reached the end of the process and is considered "complete" as defined by workflow.

35.8.2.   Software, such as K2 ViewFlow, provided by the Contractor shall be dynamically updated in real time as workflow activities are completed, including human tasks. The relevant data and metrics shall be captured and available for reporting.

35.8.3.   Stage: Implementation Contract Stage II

35.9.   Reference #1288: Create work items in workflow as a result of automated alerts when defined changes occur.

35.9.1.   Contractor Approach: Based on the association of user IDs to workflow items, automated alerts shall be generated to individual users or group user lists when new items or changed items require a specific action from the user.

35.9.2.   Stage: Implementation Contract Stage II

35.10.   Reference #1289: Establish Training Workflow for authorized Colorado interChange users.

35.10.1.   Contractor Approach: The workflow engine shall dynamically present the available actions appropriate for the current business process step. The system shall guide users through the process so they apply consistent business processes in their work. Additionally, the Contractor's workflow solution accelerates new user training because the system restricts choices to the logical next steps and provides a graphical road map of the process.

35.10.2.   The Contractor shall have workflow overview training that level sets the capabilities of workflow, how it interacts with the rest of the Colorado interChange, and other features. A second aspect of workflow training shall be an overview of the workflows that are enabled through each business area. This second training shall be geared specifically for role-based training of who works on what aspects of the program.

35.10.3.   Stage: Implementation Contract Stage II

35.11.   Reference #1290: Integrate Fiscal Agent Operations workflow management processes with Department utilized office productivity applications to support process execution. Integration with these applications will be done by leveraging the productivity application's database, or through the use of output files generated by the productivity application.

35.11.1.   Contractor Approach: The Contractor shall allow for files from productivity applications to be included as attachments during the process so that they are available to task assignees as part of their workflow duties. Upon direction by the Department, the Contractor shall create additional tabbed windows that can display information such as instructions to the claims adjuster.

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35.11.1.1.   After a task has been completed, the item shall be removed from the worklist and passed on to the next user to complete the following step of the business process, supporting current, real-time information. The workflow process also shall initiate the creation of letters to Clients or providers, as directed by the Department. The request is initiated within the workflow process, and a service call initiates the Contractor's Exstream letter-generation process. The interaction between workflow and letter generation shall be handled automatically.

35.11.2.   Stage: Implementation Contract Stage III

35.12.   Reference #1291: Provide authorized Colorado interChange users the ability to monitor, intervene in and resolve rules based actions or unexpected failures, for example:

35.12.1.   Ability for Colorado interChange to display and to generate "pull lists" or "to-do" lists.

35.12.2.   Ability to transfer pull lists and to-do tasks to other authorized Colorado interChange users.

35.12.3.   Ability for a Colorado interChange user to create system rules to route issues.

35.12.4.   Ability to keep a diary or log of the investigations into the actions, and their resolutions.

35.12.5.   Ability to track resolutions over time to identify trends and patterns.

35.12.6.   Ability for management to monitor the workflow (duration) and caseloads (volume) of the reviewers and others in the edit workflow process.

35.12.7.   Ability for reviewers to assign tasks and reminders to other authorized Colorado interChange users.

35.12.8.   Ability to report on reviewer assignments and workloads.

35.12.9.   Contractor Approach: A workflow engine, such as the K2 blackpearl workflow engine, and Colorado interChange portal provided by the Contractor shall support workflow access, Configuration and delegation of task assignments, and efficient execution of the business processes developed for the Department. As part of workflow Configuration and ongoing process tuning, authorized workflow users shall be able to assign weights and priorities to workflow items and indicate whether completion of an item requires the Contractor or the Department's approval.

35.12.9.1.   Software, such as K2 blackpearl, shall provide the "big picture," showing paths taken, highlighting the current location, and displaying options available at any point in the process. The interChange workflow engine shall provide support for priorities, security alerts, and the multi-routing of tasks. The routing of task Configuration shall include the ability for escalation to multiple layers of management as defined by local business rules.

35.12.9.2.   In each of the workflows, the Contractor shall include a step at the end of the process to make the item available for selection by the Quality Assurance (QA) workflow, as directed by the Department. Authorized users shall be able to determine a specific number or percentage of instances based on the entire workflow, an individual step, the user who performed the step, or a combination. This process shall allow the Contractor to target the Contractor's QA efforts to best identify opportunities for process improvement or performance issues.

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35.12.9.3.   The workflow also shall capture which user completed each step and when it was completed, and allow management to view time spent on each task and the caseload that each reviewer possesses. At the managerial level, software, such as K2 blackpearl, shall provide in-depth reports that give information about staff workload and productivity at an enterprise level.

35.12.10.   Stage: Implementation Contract Stage III

35.13.   Reference #1292: Allow authorized Colorado interChange users to submit requests to update Colorado interChange profiles which initiates a workflow for the Department to approve, as necessary.

35.13.1.   Contractor Approach: The Contractor shall implement a business process workflow that will allow authorized Colorado interChange users to submit requests to update system profiles. The workflow will contain a list of approval tasks that will be routed to the designated approvers (user or groups), as the Department defines.

35.13.2.   Stage: Implementation Contract Stage III

35.14.   Reference #1293: Use the EDMS to support and assist in mapping business processes and sub-processes to the workflow application.

35.14.1.   Contractor Approach: The EDMS shall support software used by the Contractor, such as K2 blackpearl, the Colorado interChange workflow processes, and serve as an attachment repository for incoming workflow attachments after workflows have been completed.

35.14.2.   Stage: Implementation Contract Stage III

35.15.   Reference #1294: Automatically and securely route grievances and appeal requests to the authorized Colorado interChange users or user groups for multiple levels of review, per business rules.

35.15.1.   Contractor Approach: The Contractor shall create a business process workflow that will allow the submission of grievances and appeal requests. When submitted through the portal, these requests shall initiate a process that will route to the configured list of authorized Colorado interChange users designated for approval, according to the specified business rules. The workflow features shall apply to include delegations, escalations, and Configurable timing and task assignment parameters.

35.15.2.   Stage: Implementation Contract Stage III

36. DATA MANAGEMENT

36.1.   Reference #1295: Data management within the Colorado interChange and Services and the Contractor's operational policies and practices shall:

36.1.1.   Meet HIPAA, HITECH, American Recovery and Reinvestment Act (ARRA) and other federal and State privacy and security requirements as they currently exist and be Configurable to assist in meeting future requirements.

36.1.2.   Ensure security, accuracy, and timeliness of data interfaces.

36.1.3.   Incorporate electronic and digital signatures that comply with HIPAA and State law.

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36.1.4.   Contractor Approach: The interChange system shall meet HIPAA, HITECH, and ARRA security and privacy requirements. The Contractor shall proactively evolve the Colorado interChange business functions by incorporating MITA and the Seven Standards and Conditions (7SCs). The Contractor shall support the MITA Maturity Model, as it provides direction related to the federal legislation in support of ARRA, HITECH, and the ACA.

36.1.4.1.   The Contractor shall provide industry leading logging and system monitoring through software, such as the Contractor's ArcSight and the Contractor's interChange Connections technology framework. This shall provide litigation quality chain of custody with digital signatures and timestamps. ArcSight shall encrypt the logging messages within the system using encryption that meets federal and HIPAA security standards. The Contractor's interChange File/Transfer Service shall verify files can be securely sent and received. The Contractor shall work with the Department and its interface partners to develop any validation or editing required for each interface. HIPAA required transactions shall go through compliance checking to validate the transaction is complete in format and content. Since each regular interface will be scheduled, any missing interface files will be found quickly and users notified.

36.1.4.2.   The Colorado interChange system shall accept digital signatures during the enrollment process. This signature is required by the individual provider or the office manager of larger groups to accept the terms and conditions of the agreement and confirm that information is valid.

36.1.5.   Stage: Implementation Contract Stage II

36.2.   Reference #1296: Contractor shall maintain:

36.2.1.   Data Confidentiality – Prevent disclosure to unauthorized persons or systems.

36.2.2.   Data Integrity – data cannot be modified undetectably.

36.2.3.   Data Availability – access is not inappropriately blocked or denied.

36.2.4.   Data Authenticity – validation of transactions.

36.2.5.   Data Security – encryption and Department approved security protocols and processes.

36.2.6.   Non-repudiation of Data – parties to a transaction cannot deny their participation in the transaction.

36.2.7.   Contractor Approach:

36.2.7.1.   Software, such as Contractor's ArcSight, shall verify event integrity, confidentiality, and availability with the Colorado interChange solution. This shall provide a litigation quality chain of custody with digital signatures and timestamps with each event. The software log messages shall be encrypted and the Contractor shall install these in an agent-less or agent-based Configuration with software and hardware form factors, as directed by the Department. One of the high points of the software design enables logging to continue in cache, even if connectivity with the logger in the software is unavailable. The software shall support the ability to make sure continuous data access for the Client account by emailing analysts to recognize

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and respond to security alerts related to nonreporting devices. software messages shall be sent using encryption to protect the data in transit

36.2.7.2. The Colorado interChange Connections shall provide a File/Messaging Service that monitors, tracks, and moves files throughout the Colorado interChange solution. FTS provides a complete audit trail for each file and provides updates in real time through a web interface. The underlying process shall use Secure File Transfer Protocol (SFTP), and shall include AES 128 or higher encryption. The Contractor shall use FIPS 140-2 certification for encryption devices. The Contractor shall encrypt traffic in transit where possible, using AES 128 or higher algorithm.

36.2.7.3. Network security: The Contractor's design practices shall involve the use of encryption for traffic crossing WAN links and traffic is run through software packages, such as the Contractor's TippingPoint IPS devices and firewalls, such as Cisco ASA or Juniper firewalls. The Contractor shall use FIPS 140-2 and CCS compliant Network equipment. By default, the firewalls shall be configured to deny traffic; the only traffic allowed to pass is that which is specifically allowed. Unused network ports on the network equipment shall be administratively shut down/disabled.

36.2.7.4. Security Administrators shall verify the availability and authenticity of data with support along four functional areas:

36.2.7.4.1. Security Design - evaluate security requirements and products, design rules for privileged access

36.2.7.4.2. Security Monitoring - monitor vital files, review logs and compliance

36.2.7.4.3. Security Management - protect PKI keys, provide user account management

36.2.7.4.4. Security Incident Response - report, investigate, and address security incidents

36.2.7.5. Account Security Officers shall use a security tool, such as the ASGCM tool. The security tool shall provide a common and standard approach to risk management, account security governance, and compliance monitoring. The Contractor shall use the security tool to give the Contractor's security and privacy officers a solid platform to verify the integrity, confidentiality, and availability of sensitive information.

36.2.7.6. The Colorado interChange framework shall include audit trails to keep track of the data modified by a given user or process. Online audit trail information shall be available through auditing panels which are linked from each panel in the Colorado interChange User Interface.

36.2.7.7. The Contractor shall implement the Contractor's End Point Threat Management, which is an integrated security service designed to validate the security of desktops, laptops, and servers. This service shall include 24 x 7 monitoring of server endpoints from a central console. The Contractor's EDI translator shall be used to validate the HIPAA transaction to make sure that it conforms to the HIPAA standard with valid structure and content.

36.2.8. Stage: Implementation Contract Stage II

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36.3.	Reference #1297: Ensure secure and reliable data exchange across the Department's Medicaid Enterprise and with external systems to maximize data integrity. This includes, but is not limited to:

36.3.1.	A unified data exchange solution to ensure successful data exchange.

36.3.2.	Monitors and alerts appropriate parties of potential issues.

36.3.3.	A data model that is consistent with the Department's business processes and MITA business processes.

36.3.4.	Contractor Approach: The Contractor shall implement the Colorado interChange Connections solution to provide a robust data exchange capability for the Department's MMIS. Colorado's interChange Connections shall feature a flexible message-oriented, middleware framework supporting the Contractor's SOA approach. Colorado's interChange Connections shall provide a File Transfer Service (FTS) process that will be used to monitor, track, log, and move files between external systems and internal components. The FTS shall include detailed error notifications, which allow for quick response to data exchange Problems.

36.3.4.1.	With a unique ID for each party involved in the file transfer process, the parties involved shall not be able to deny their participation in a transaction. The Contractor's software shall create a litigation-quality chain of custody with digital signatures and timestamps when the file or transaction passes through each component of the MMIS ecosystem.

36.3.4.2.	The Colorado interChange Connections component of the Contractor's solution shall establish the Interoperability necessary to effectively distribute information in the Colorado interChange and across the Medicaid Enterprise. It shall simplify sharing standard transaction sets with trading partners through software, such as the Microsoft BizTalk enterprise service BUS, file-tracking system, HIPAA-compliance validation, and monitoring framework. The Contractor shall use interChange Connections as the backbone and message manager for exchanging data across the Medicaid Enterprise.

36.3.5.	Stage: Implementation Contract Stage II

36.4.	Reference #1298: Provide ability to accommodate data changes and/or additions for State, federal, and administrative and clinical data structures/elements.

36.4.1.	Contractor Approach: Colorado interChange shall allow Colorado interChange users to make changes to processing rules and code tables using the User Interface, without requiring the assistance of a developer. When analysis determines that a change affects the database structure, the change shall be submitted and approved through the data model review board and implemented through the SDLC.

36.4.2.	Stage: Implementation Contract Stage II

36.5.	Reference #1299: Use consistent provider naming conventions to differentiate between first names, last names, and business or corporate names and to allow flexible searches based on the provider name, allowing last name, first name, middle name, initial, credentials, and degrees (for example) to be divided into separate fields.

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36.5.1.   Contractor Approach: Colorado interChange shall delineate between data elements by function and shall avoid the high degree of data normalization that can make data models hard to maintain and understand. As specified in the requirement, the Provider function shall differentiate between first names, last names, and business or corporate names. The Contractor shall work with the Department to review the current search capability, and if changes are necessary, shall work to find a balance of search flexibility and performance of the system for provider data searches.

36.5.2.   Stage: Implementation Contract Stage II

36.6.   Reference #1300: Establish Colorado interChange as the master source for shared data to enforce data integrity.

36.6.1.   Contractor Approach: The Contractor shall work with the Department, PBM, BIDM and other vendors to establish robust data governance and data model change communication processes.

36.6.2.   Stage: Implementation Contract Stage II

36.7.   Reference #1301: Provide the ability to identify the source of data and the date added to Colorado interChange.

36.7.1.   Contractor Approach: The Colorado interChange system shall provide a comprehensive online audit trail function that allows a user to determine the 'who, what and when' of data updates to the MMIS. This audit trail shall track the user id, in the case of online activity, or the batch user ID that modified the data and the date of the modification. Colorado's interChange online audit function shall meet the requirement of being able to track changes to the system and assist with the identification of source data used with the system.

36.7.2.   Stage: Implementation Contract Stage II

36.8.   Reference #1302: Provide access to business processes or all authorized Colorado interChange users and business partners.

36.8.1.   Contractor Approach: The Contractor's PPM, the Contractor's ALM, combined with the Contractor's Enterprise SharePoint solution, shall allow authorized users to view and manage:

36.8.1.1.   Project Reporting

36.8.1.2.   Risk Management

36.8.1.3.   Issue Management

36.8.1.4.   Schedule Analysis

36.8.1.5.   Requirements Management

36.8.1.6.   Testing Management

36.8.1.7.   Test Case and Test Results Documentation

36.8.1.8.   System Object Documentation (which would include Data Dictionary information and documentation of structured data

36.8.1.9.   System Object Management

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36.8.1.10.   Business Process Documentation

36.8.1.11.   Developer Work Patterns

36.8.2.   Stage: Implementation Contract Stage III

36.9.   Reference #1303: Provide the ability to view online the Data Dictionary information (see requirement #1250) for any given Colorado interChange field while viewing the actual data in Colorado interChange.

36.9.1.   Contractor Approach: The Contractor's online help feature, such as @neTouch shall provide context sensitive linking to the MITA business process steps directly from the interChange User Interface. The Contractor shall change the online help capabilities for the Department to link to the Colorado interChange Data Dictionary, to supplement the current online help capability and meet this requirement.

36.9.2.   Stage: Implementation Contract Stage II

36.10. Reference #1304: Convert all applicable data from the Department's Legacy System and produce comparative reports for previous periods of operation (3 years).

36.10.1.   Contractor Approach:

36.10.1.1.   Securing the Legacy Systems Data

36.10.1.1.1.   The Contractor shall isolate and secure the legacy data by establishing a separate conversion UNIX environment and separate customer and conversion databases where only the Contractor has access to the data and the conversion environment. The Contractor shall use SFTP to securely transmit data from the source location directly into the conversion UNIX environment.

36.10.1.1.2.   The Contractor shall provide a tool within the conversion environment, such as the Informatica Data Explorer data mapping repository. The Contractor shall use this tool to create the source-to-target and target-to-source data mapping. It shall also document the agreed-on conversion business mapping rules. The data conversion mapping shall be constantly updated, easy to view and understand, and always available for online review by the customer throughout the project.

36.10.1.1.3.   The Contractor conversion data flow process and conversion philosophy shall provide the following data security safeguards and advantages:

36.10.1.1.3.1.   This process shall secure and isolate the legacy data within the conversion environment and customer database where only the Contractor has access to the data.

36.10.1.1.3.2.   Conversion development shall occur within the conversion environment.

36.10.1.1.3.3.   Conversion data mapping shall be maintained within the conversion environment.

36.10.1.1.3.4.   Conversion run results shall be loaded into the conversion database and remain safeguarded within the conversion environment enabling the Contractor to review and verify the conversion run results before loading converted data into another database environment such as UAT. This shall

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give the Contractor control of which conversion data is loaded and which target database tables are populated and when.

36.10.1.1.3.5.   An apples-to-apples equivalent report comparison may not be possible in each case given there will be design differences between the Colorado interChange and Legacy System. The same holds true should specific legacy data elements that require data transformation during conversion to conform to the new MMIS processing rules.

36.10.2.   Stage: Implementation Contract Stage II

36.11.   Reference #1305: Provide the ability to view raw interface files for up to sixty (60) calendar days.

36.11.1.   Contractor Approach: The interChange batch framework shall create a generation data set for each interface file. This generation capability shall have Configurable parameters that determine how many generations to keep in the file system and how many of these should be retained in a compressed archived format. These interface files shall be configured to keep the files for sixty (60) calendar days, with a Maintenance period of six (6) months. The Contractor shall work with the Department to define each individual interface retention requirement in the Requirements Verification Phase.

36.11.2.   Stage: Implementation Contract Stage II

36.12.   Reference #1306: Archive raw interface files after sixty (60) calendar days and maintain for up to six months.

36.12.1.   Contractor Approach: The interChange batch framework shall create a generation data set for each interface file. This generation capability shall have Configurable parameters that determine how many generations to keep in the file system and how many of these should be retained in a compressed archived format. These interface files shall be configured to keep the files for sixty (60) calendar days, with a Maintenance period of six (6) months. The Contractor shall work with the Department to define each individual interface retention requirement in the Requirements Verification Phase.

36.12.2.   Stage: Implementation Contract Stage III

36.13.   Reference #1307: Without the need for Customization, allow authorized Colorado interChange users to add/update valid values.

36.13.1.   Contractor Approach: The Colorado interChange system shall provide many options in each functional area for the user to add or update valid values. The functional area with the most Configurable attributes shall be the Reference subsystem, which shall provide much of the support data used through the interChange system. For example, a user shall be able to configure a Client benefit plan and provider contracts through user panels. The data entry of this information allows the user to add rules to define policy without the need for developer Customization.

36.13.2.   The Colorado interChange shall use role-based security to control access to the database and supporting tables without the need for Customization. Colorado interChange users shall be granted the appropriate access based on their role to add and update valid values.

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36.13.3.   Stage: Implementation Contract Stage II

36.14. Reference #1308: Maintain a snapshot of Client eligibility and plan enrollment information that existed at the time of claims/Encounters/Capitation payment and link to the specific Claim/ Encounter/Capitation.

36.14.1.   Contractor Approach: The eligibility of the Client shall be correlated with incoming claims using the Date of Service on the claim.

36.14.1.1.   The interChange User Interface shall also provide panels to display details of the MCO Capitation payments and status. Role-based security shall allow an authorized user to view Capitation payments and any recoupment that has occurred. Should the MCOs require access to view this information online, the Contractor shall work to establish read-only access to the Department's MMIS to provide this capability. The MCO shall also be notified of changes to a Client's enrollment through the HIPAA-compliant 834 transaction. The MCO also shall be notified of any Capitation payments or recoupments through the HIPAA 820 transaction.

36.14.2.   Stage: Implementation Contract Stage II

36.15. Reference #1309: Maintain enrollment and Per Member Per Month (PMPM) payment data and provide enrollment records to managed care entities and the Department.

36.15.1.   Contractor Approach: The interChange system's Client eligibility and plan enrollment information shall be date-segmented to support claims processing by Date of Service. In the case of managed care enrollment, the Client information panel will show the beginning and end enrollment dates for the MCO.

36.15.1.1.   The Colorado interChange reporting system shall maintain data attributes from managed care enrollment and PMPM payments.

36.15.1.2.   The Colorado interChange shall maintain enrollment and PMPM payment data and provides enrollment records to managed care entities through the 834 files and payment data through the 820 files.

36.15.1.3.   Managed care enrollment and PMPM payment data shall be maintained in the Managed Care tables and are available to users through multiple delivery methods.

36.15.1.4.   The Department shall be able to easily access enrollment and PMPM data through the online screens or through a variety of standard reports that show detail and summary enrollment and payment data.

36.15.1.5.   Managed care entities also shall be able to access this information using reports or standard 834 or 820 transactions downloaded through the Portal, based on Department preferences and security protocols allowing the entities to have access to the data.

36.15.2.   Stage: Implementation Contract Stage II

36.16. Reference #1310: Provide the ability for managed care entities and the Department to view enrollee record of recouped Capitations and status.

36.16.1.   Contractor Approach: The interChange system's Client eligibility and plan enrollment information shall be date-segmented to support claims processing by Date of Service.

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In the case of managed care enrollment, the Client information panel shall show the beginning and end enrollment dates for the MCO.

36.16.1.1. The Colorado interChange reporting system shall maintain data attributes from managed care enrollment and PMPM payments. This shall also include enrollee records of recouped Capitations and status. To display and analyze this data, the Colorado interChange shall provide the ability for managed care entities and the Department to view enrollee record of recouped Capitations and status through the 820 files. The Department also shall be able to view Capitations using the Colorado interChange User Interface. The 820 files shall be posted to an SFTP site with MCO specific files names so the managed care entities can set up jobs to retrieve the files automatically and process them in their system.

36.16.2. Stage: Implementation Contract Stage II

36.17. Reference #1311: Provide and maintain documentation for all structured data.

36.17.1. Contractor Approach: The Contractor shall use a combination of software, such as the Contractor's PPM, the Contractor's ALM, and the Contractor's Enterprise SharePoint solution to support the Department's Colorado interChange and provide a comprehensive view into structured data, whether it is project related or Colorado interChange data.

36.17.2. Stage: Implementation Contract Stage II

36.18. Reference #1312: Build and maintain a directory of all contact information of Clients, providers, vendors, Department employees, and Contractor employees to support local user letter creation through data-merge in standard PC desktop applications, but still maintain Address Confidentiality Program Integrity and allow for opt-out.

36.18.1. Contractor Approach: The Contractor shall define and develop a directory of contact information for Clients, providers, vendors, Department employees, and contractor employees. The Colorado interChange User Interface shall be enhanced to allow an authorized user to submit an online request and be provided a comma-separated (CSV) file to import into desktop mail merge applications. The Contractor shall change interChange to conform to the requirements of the Department's ACP program and shall verify this Enhancement retains integrity of the address confidentiality changes.

36.18.2. Stage: Implementation Contract Stage III

36.19. Reference #1313: This requirement intentionally deleted.

36.20. Reference #1314: Monitor, report, and compare to Client address of record via address information submitted on claims/Encounters to identify when a Client may have moved from their address of record, validate whether the new address is still within the service area of the currently assigned Managed Care Organization, and inform the Department, eligibility systems and/or other Department-defined entities of the possible address change.

36.20.1. Contractor Approach: The Contractor shall develop claim and Encounter editing against the Client's address when it is provided on the claim. Edits shall be set during claims processing flag address discrepancies between the claim and the address of record. The Contractor shall define and implement a report showing claims with address discrepancies and distribute to the required stakeholders.

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36.20.1.1. The Contractor will work with the Department regarding the claim editing and reporting changes necessary to support this program.

36.20.2. Stage: Implementation Contract Stage III

36.21. Reference #1315: Provide the ability to create and maintain role-based authorized Colorado interChange user profiles to allow for the direct data entry into Colorado interChange.

36.21.1. Contractor Approach: The Contractor shall implement the Colorado interChange Security solution, which provides secure, role based authentication and single logon capabilities. interChange shall implement role-based security at the field level, allowing the Configuration of read-only, update and invisible permissions for a given field and role combination. Role-based security permissions shall also be able to be inherited, providing a role full access to a business area such as provider using a single security rule at the provider subsystem level, if desired.

36.21.2. Stage: Implementation Contract Stage II

37. APPLICATION ENVIRONMENTS

37.1. Reference #1316: Provide the ability to run multiple sessions/environments/applications/areas/views simultaneously.

37.1.1. Contractor Approach: The separation of environments shall allow for applications to be run simultaneously in each, without effect on one another. Additionally, the Colorado interChange web UI shall enable Department analysts to work in multiple sessions simultaneously. This increases efficiency, allowing analysts to have multiple records or screens open at one time, without having to close the previous. This functional capacity is enhanced with the Contractor's online help tool. The online help tool shall provide dynamic, context-sensitive, single-click navigation to the most relevant panels based on the current business process being worked.

37.1.2. Stage: Implementation Contract Stage III

37.2. Reference #1317: Provide all various Colorado interChange environments (e.g., multiple environments, multiple application layers, hub architecture, etc.) necessary to perform all required functions such as testing, training, production operations, modeling, disaster recovery, etc.

37.2.1. Stage: Implementation Contract Stage II

37.3. Reference #1318: Minimize production Colorado interChange Configuration errors by using clear, concise, and automated business rules. Configurations, data alterations, and other changes from one Colorado interChange environment to another (e.g., acceptance test to production).

37.3.1. Contractor Approach: The Contractor shall provide a comprehensive approach to environment management. This environment shall provide a central location for Configuration values and business rules, allowing them to be maintained and locked down for quality purposes.

37.3.2. Stage: Implementation Contract Stage II

38. SYSTEM PERFORMANCE REQUIREMENTS

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38.1. Reference #1319: Provide tools that deliver asynchronous communication, timely alerts and notifications to ensure broad availability of data to users in a timely manner.

38.1.1. Contractor Approach: The Contractor shall provide a series of tools available to support staff members through the various aspects of the infrastructure. This includes an end to end approach for having the right tools available that enable asynchronous communication about the availability of the Colorado interChange and stakeholders ability to know if they have access to the data. The tools shall be categorized into Dashboard reporting and Infrastructure monitoring. These tools shall help verify the network is up and running and that the server is working properly and efficiently by providing asynchronous data availability.

38.1.1.1. The Contractor shall provide an interChange inSight Dashboard that is a beneficial tool for management that provides online performance reports, system management, business support measurement, and effective operational oversight. The interChange inSight Dashboard shall be part of the production reporting environment of the Colorado interChange and offer customizable content available at the click of a mouse.

38.1.1.2. Monitoring interChange

38.1.1.2.1. From an application perspective, the Contractor shall monitor and measure the interChange UI and database performance to verify the overall application is performing within the specified parameters. The UI shall be measured using the Contractor's interChange UI Performance Utility that tracks the data "post backs" to the user after a data request has been made. This tool shall be specific to the UI and provides us direct measurement of the performance that the user community is experiencing. To provide additional control for the solution, the database administrators (DBAs) shall use software, such as Enterprise Manager Control Console, to configure, manage, and monitor the SOA environment using a web browser–based Graphical User Interface (GUI). Using this tool, the DBAs shall perform Oracle Database tuning and diagnostics and administer the Oracle Security Management administrative consoles.

38.1.1.2.2. For network infrastructure monitoring, software, such as Oracle Grid Control, shall be used to monitor the Oracle databases configured as a Real Application Cluster. The infrastructure components shall be monitored through the Contractor's Standard Reference Architecture (SRA). SRA is the governed combination of globally standardized and shared Contractor capabilities based on an integrated set of business processes, people, architecture, applications, tools, and infrastructure, which provide a cost-efficient, reusable framework for delivering IT service management.

38.1.2. Stage: Implementation Contract Stage II

38.2. Reference #1320: Ensure that unscheduled system downtime (anytime the user cannot access Colorado interChange or carry out all business functions) due to any failures is limited.

38.2.1. The following are indications that the system is operating outside of acceptable performance boundaries:

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38.2.1.1.   Delays or interruptions in the operation of the Colorado interChange and related services caused by inadequate equipment or processing capacity.

38.2.1.2.   Components not available for use by authorized Colorado interChange users as required except during periods of scheduled Maintenance.

38.2.1.3.   Inability to adjudicate to a paid, denied, or suspended status, all claims received by the Department within one Business Day of receipt.

38.2.1.4.   Screen response time in excess of normal operating screen response times.

38.2.1.5.   Web Portal not available for use at all times except during periods of scheduled downtime.

38.2.1.6.   Inability of authorized users to create, process or store reports

38.2.2.   Contractor Approach: The Contractor shall monitor system performance 24 x 7 to verify that the Colorado interChange is meeting the established performance requirements.

38.2.2.1.   The Contractor shall validate that the unscheduled downtime because of system failure is limited by verifying that the Contractor meets the system availability and response time service levels and the new system functions without interruptions from unscheduled downtimes. Notifications regarding unscheduled downtime and scheduled Maintenance shall be evaluated to confirm occurrences do not exceed service-level thresholds. The Contractor shall notify the Department within thirty (30) minutes and provide regular updates of the unscheduled Maintenance or system downtime issues, or as specified in the Communication Management Plan. Notification shall be in writing and denote when the Contractor estimates the Colorado interChange or its components to be available. For the documented communication process regarding system Maintenance, the Contractor shall inform the appropriate stakeholders using the methods defined in the Maintenance plan.

38.2.3.   Stage: Implementation Contract Stage II

39. ENTERPRISE ARCHITECTURE REQUIREMENTS

39.1.   Reference #1321: Provide an approach to Colorado interChange Configuration that can be easily updated and expanded to support changing Department needs.

39.1.1.   Contractor Approach: Colorado interChange shall be built for flexibility, adaptability and scalability. The Business Policy Administration tool within the Colorado interChange shall be used for defining the transaction business rules while being flexible enough to adapt to changes in the program such as expanded populations or changes in the delivery model.

39.1.2.   Stage: Implementation Contract Stage II

39.2.   Reference #1322: Promote an enterprise view that supports enabling technologies that align with State and nationally recognized Medicaid business processes and technologies.

39.2.1.   Contractor Approach: The Colorado interChange shall provide the foundation enabling the Department to mature the Medicaid Enterprise alongside CMS 7SC and MITA 3.0 principles. The principles of MITA shall be built into the Colorado interChange. By

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having a service-based architecture that uses nationally recognized technologies, the Colorado interChange shall continually adapt across time and provide the most cost-effective, long-term solution available to the Department.

39.2.2.   Stage: Implementation Contract Stage II

39.3.   Reference #1323: Provide an architecture that clearly defines service end points that add functionality without requiring pervasive or broad changes to Colorado interChange.

39.3.1.   Contractor Approach: The Colorado interChange shall quickly and easily invoke a service locally or remotely. The Contractor shall design the Colorado interChange to permit control over how services are exposed, securing them at the services level through the software, such as Microsoft BizTalk ESB, as part of the interChange Connections module.

39.3.2.   Stage: Implementation Contract Stage II

39.4.   Reference #1324: Provide Enterprise Application Integration (EAI) to include web services technology and industry standards to promote web-based and backend Colorado interChange applications integration including, for example, an enterprise service BUS for interfaces that are interoperable inside and outside of the Department.

39.4.1.   Contractor Approach: The Contractor's interChange Connections shall be a flexible message-oriented, middleware framework for managing IT assets in a service-oriented approach. interChange Connections shall deliver the application integration and web service management required.

39.4.1.1.   Communication Adapters—Integrating systems starts with the ability to connect and exchange messages through a common protocol. interChange Connections shall have more than 100 communication adapters available to quickly link to new trading partners and begin transferring data

39.4.1.2.   Security—interChange Connections shall use two basic types of security when exchanging messages. The Contractor shall provide the ability for messages to be encrypted using an agreed-on public key or digitally signed using a private key certificate.

39.4.1.3.   Routing and Orchestration—The interChange Connections ESB shall handle simple and complex service processing.

39.4.1.4.   Trading Partner Management—Working with external trading partners is an important part of providing a good experience for providers and keeping the system running smoothly. Trading partners will work with the Contractor staff members to register for and test each transaction format they wish to be certified. After testing is complete, the Trading Partner Management function of interChange Connections shall store the trading partner contact information and the HIPAA transactions the partner can send and receive.

39.4.1.5.   HIPAA Compliance Checking—EDI shall verify that incoming and outgoing X12 transactions meet the HIPAA standards.

39.4.1.6.   Software, such as Edifecs XEngine, shall be used to check HIPAA compliance of transactions sent from Medicaid trading partners. It also validates to "WEDI SNIP

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Level 7" to verify transaction data meets the requirements to be processed through the MMIS.

39.4.1.7. Message Translation—Whether an X12 transaction or a non-HIPAA transaction, interChange Connections shall use a visual point-and-click mapping tool to translate and transform messages into the appropriate format for the system receiving them.

39.4.1.8. File and Message Tracking—FTS shall monitor, track, log, and move files throughout the interChange solution

39.4.1.9. Command Console and Business Activity Monitor (BAM)—BAM shall allow Colorado interChange users to monitor and analyze data from defined business process sources. By using BAM, users shall be able to get information about business states and trends in real time.

39.4.2. Stage: Implementation Contract Stage II

39.5. Reference #1325: Provide a scalable and open architecture, which can interface with other systems upon implementation and in the future as required by the Department.

39.5.1. Contractor Approach: The Contractor's approach shall include using the interChange Connections capabilities, using SFTP and the Colorado interChange SOA as a key MMIS interface solution. The reusable assets, standard processes, and extensive national and global experience brought by the Contractor's approach to SOA shall deliver the improved accessibility and flexibility.

39.5.1.1. The core of the interChange Connections is an ESB that allows for inbound and outbound interface management. interChange Connections, shall be enabled through software, such as the BizTalk ESB. This SOA ESB shall support services such as information management and Web Portal interfaces.

39.5.1.2. interChange shall be the Contractor's HIPAA-compliant system based on a three-tier architecture that separates external (Internet) communication, application, and data layers. Reliability and performance shall be the foundation of the interChange clustered infrastructure: built to deliver high-availability, fault-tolerant, and highly secured EDI services. The architecture shall be flexible, scalable, and allows for rapid document turnaround. It shall be able to quickly integrate, manage, and automate dynamic business processes by exchanging business documents among applications, within or across organizational boundaries. The interChange solution shall be extensible, so that additional services can be transparently integrated.

39.5.1.3. interChange shall use software, such as Edifecs COTS software, for the data file format validation.

39.5.2. Stage: Implementation Contract Stage II

39.6. Reference #1326: Provide a service-based architecture that makes it possible to implement common Interoperability and access across the Medicaid Enterprise, including other applications, other agencies, federal and State systems, or by other new systems as needed.

39.6.1. The streamlined, n-tiered architecture of the Colorado interChange shall make adaptation across components easier to achieve.

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39.6.2. Stage: Implementation Contract Stage II

39.7. Reference #1327: Ensure components will integrate with the overall enterprise to:

39.7.1. Provide convenient, instant access to current and historical information without requiring a separate sign-on beyond the initial authorized Colorado interChange users sign-on.

39.7.2. Employ a security approach that integrates with other system components to provide role-based access with a single log-on.

39.7.3. Integrate with and provide support to other system components as defined by the Department.

39.7.4. Produce status reports and processing statistics.

39.7.5. Ensure that all content and activity is date-stamped.

39.7.6. Contractor Approach: The Contractor shall deliver a comprehensive security solution that provides centralized identity management. It shall incorporate a single point of access for authorized Colorado interChange users. Centralized user authentication, Authorization, and de-provisioning a terminated user shall be accomplished with a set of interoperable tools. The Contractor's solution shall use software, such as Active Directory Federation Services to achieve the following:

39.7.6.1. Single Sign-On and authentication

39.7.6.2. Self-service provisioning

39.7.6.3. Delegation

39.7.6.4. Role

39.7.6.5. Management and help desk

39.7.6.6. Password management

39.7.6.7. Hierarchal structure

39.7.7. Stage: Implementation Contract Stage II

39.8. Reference #1328: Provide the flexibility to create new tables and fields and to report on the data within the tables and fields as needed by transmitting all new tables and fields to the BIDM.

39.8.1. Contractor Approach: The Colorado interChange and the Contractor's established change management procedures shall enable the adaptability to create new tables and fields with the ability to report on the data within the tables by updating the data extracts to the BIDM application. The transmission of the BIDM extract shall be managed by the interChange Connections component that controls the Interoperability of the solution.

39.8.2. Stage: Implementation Contract Stage II

39.9. Reference #1329: The data from Colorado interChange Data shall be available within the system for six (6) years and archived after six (6) years, unless otherwise directed by the Department.

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39.9.1. Contractor Approach: The Colorado interChange shall meet this requirement by providing online access to at least six (6) years of historical data through the MMIS online system

39.9.2. Stage: Implementation Contract Stage II

39.10. Reference #1330: Provide a holistic, multi-dimensional data view to the architecture requirements (i.e., a way to 'link' everything together), using the most current architecture methodology possible.

39.10.1. Contractor Approach: To unify the communication of the enterprise wide architecture of the Colorado interChange offering, the Contractor shall make use of a tool, such as the Enterprise Architect modeling tool. This tool shall act as a central repository linking together the various aspects of the architecture documentation to provide a cohesive understanding of how the parts fit together.

39.10.2. Stage: Implementation Contract Stage II

39.11. Reference #1331: Provide authorized Colorado interChange users a one-stop centralized access to Client data including Case Management, provider relationships, eligibility, enrollment, PA information, and Client/Encounter Data regardless of system-integrated source (e.g., BIDM, Case Management tool, PBMS).

39.11.1. Contractor Approach: interChange Security shall be a complete single log on and user provisioning solution that provides one-stop, centralized access to the data within the MMIS, Case Management, BIDM, and PBMS (given its capability to integrate with the single-log on solution). The Contractor shall take advantage of the Contractor's experience with single log on in multiple states to bring that success to Colorado so that the information from provider relationships, eligibility, enrollment, PA, Client, and Encounter Data flow through the single landing site for the integrated security.

39.11.2. Stage: Implementation Contract Stage III

39.12. Reference #1332: Provide authorized Colorado interChange users a one-stop centralized access to Client data including Case Management, eligibility, PA information and claims/Encounter Data.

39.12.1. Contractor Approach: interChange Security shall be a complete single log on and user provisioning solution that provides one-stop, centralized access to the data within the MMIS, Case Management, BIDM, and PBMS (given its capability to integrate with the single-log on solution). The Contractor shall take advantage of the Contractor's experience with single log on in multiple states to bring that success to Colorado so that the information from provider relationships, eligibility, enrollment, PA, Client, and Encounter Data flow through the single landing site for the integrated security.

39.12.2. Stage: Implementation Contract Stage III

39.13. Reference #1333: Provide the ability for authorized Colorado interChange users, such as Department designees, Clients, providers, and Department vendors, to obtain secure, real-time access to Colorado interChange as defined by the Department, through applications on their smart phones, tablets, and other mobile technologies.

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39.13.1.   Contractor Approach: Because the Contractor's Provider and Client Healthcare Portal is web-based, it shall be accessible through a mobile tablet. Just as they would access the portal from their office or home desktop, the authorized users shall be able to access the secure portals through a mobile tablet. Besides accessing the existing portal through a tablet, the Contractor shall deliver a Client-focused mobile application that extends the reach of the MMIS by providing access to key business features such as provider search, benefit eligibility, and other insurance lookup.

39.13.2.   Stage: Implementation Contract Stage III

40. USER INTERFACES AND NAVIGATION

40.1.   Reference #1334: Ensure compatibility with the following major web browsers: Internet Explorer, Safari, Google Chrome, Firefox.

40.1.1.   Contractor Approach: The Contractor's web-based systems shall be designed to follow the Web Services Security (WS-Security) standards for consistent presentation and operation across popular web browsers, including Internet Explorer, Safari, Google Chrome, and Firefox.

40.1.2.   Stage: Implementation Contract Stage II

40.2.   Reference #1335: Create web based pages accessible on mobile platforms.

40.2.1.   Contractor Approach: The Contractor's web-based systems shall be designed to follow the WS-Security standards for consistent presentation and operation across popular web browsers, including Internet Explorer, Safari, Google Chrome, and Firefox. This shall also enable the use of the Contractor's systems on tablets, telephones, and various mobile devices.

40.2.2.   Stage: Implementation Contract Stage III

40.3.   Reference #1336: Provide a graphical User Interface for authorized Colorado interChange users to define plans, benefits, and pricing.

40.3.1.   Contractor Approach: The Contractor shall allow for Business Plan Administration rules of each type to be authored, updated, or inactivated through the BPA policy editor pages or, if preferred, directly on the specific rule spreadsheets. The BPA editor screens shall manage the rule authoring by requiring the user to check out a copy of the particular rule sheet before making updates. This shall lock that rule sheet from other users making modifications. The screens shall then help manage the entire rule authoring process from modification to verification to approval to promotion. The Contractor shall allow the BPA rules to be managed in spreadsheet mode and through the UI. Downloading a draft spreadsheet shall generate an Excel format of the rules related to this rule type and rule set.

40.3.2.   Stage: Implementation Contract Stage III

40.4.   Reference #1337: Provide an unlimited free-form text note within Colorado interChange for various functions such as Provider Enrollment process, PAs, and Case Management, accessible by authorized Colorado interChange users that includes, for example:

40.4.1.   Provides the ability to display the narrative sorted by user and business unit.

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40.4.2. Provides the ability to display free form narrative in chronological or reverse chronological sequence.

40.4.3. Provides basic word processing functionality such as sentence case, spell check, auto text, bold, underline, italics, color font, bulleted lists, tabs, indents, wrap-text, tables, printable, etc.

40.4.4. Contractor Approach: The Notes functional capability shall be available in most business units of the UI and shall be added to pages specified by the Department. Notes shall be stored with time date stamp and user ID. The data shall be stored in separate columns that allow sorting by the header row labels. The Contractor shall provide the ability to sort in chronological or reverse chronological sequence. The existing text entry provides no formatting.

40.4.5. Stage: Implementation Contract Stage II

40.5. Reference #1338: Provide the ability to search the provider directory in multiple languages.

40.5.1. Department considers the relevant languages to be: English, Spanish, and Russian.

40.5.2. Stage: Implementation Contract Stage III

40.6. Reference #1339: Provide the ability for authorized users and its designees to search and query by Department defined fields as well as pull reports and documentation associated with these fields.

40.6.1. Contractor Approach: Colorado interChange users shall be able to search by defined fields as well as search for reports in the EDMS, using indexed values associated with the report.

40.6.2. Stage: Implementation Contract Stage III

40.7. Reference #1340: Provide the ability to view the results of filtered searches based on multiple or single criteria, the capability to search on multiple criteria at the same time, and the ability to perform secondary and tertiary searches within the primary search results.

40.7.1. Contractor Approach: Colorado interChange users shall be able to search by defined fields as well as search for reports in the EDMS, using indexed values associated with the report.

40.7.2. Stage: Implementation Contract Stage II

40.8. Reference #1341: Provide the ability to view the results of wild card searches (including both single character and string wildcard search) for all searchable fields, including searches with partial ID numbers.

40.8.1. Contractor Approach: The Contractor's standard search pages shall allow a user to enter multiple parameters and commence the search as the results populate below it with the parameters intact. The user shall be able to then add additional parameters to refine the results.

40.8.1.1. This can be repeated until the final result is found. Quick searches have limited search parameters and are designed to locate a specific result. For example, a quick search for a claim would require a claim number or quick search for a provider

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would require a provide ID. Also the Navigator pane to the left of the work area automatically saves the five most recent searches performed on this screen.

40.8.1.2.   As a user begins to type into a searchable field, a pop-up tooltip shall advise the amount of characters needed to perform a wildcard search. After reaching the correct amount of characters, the system shall retrieve a list that the user can select from available options.

40.8.1.3.   The Colorado interChange shall also provide wildcard functions. For fields that provide wildcard search features, a user shall be able to enter a single character or multiple characters and receive a listing that meets that requirement.

40.8.2.   Stage: Implementation Contract Stage II

40.9.   Reference #1342: Provide the ability to save and name multiple user-defined search and sort parameters so that users can repeat the same search/sort queries at a later time.

40.9.1.   Contractor Approach: Colorado interChange users shall be able to click the Add Favorite Page button when a page or tab is open in the work area pane. Adding a Favorite search shall be as simple as clicking on the Add Favorite Search button after entering the search criteria used often.

40.9.1.1.   Colorado interChange users shall be able to manage their favorites by clicking on the Manage Favorites button. This allows users to customize their search results as follows:

40.9.1.1.1.   Delete saved searches or pages at any time

40.9.1.1.2.   Rename saved searches—Instead of viewing a providers ID, rename the search to display as the provider's name making identification easier

40.9.1.2.   The Navigator pane to the left of the work area automatically shall save the five most recent searches performed on this screen. If a user wants to keep a search for future reference or pick up where they left off, the can save it as a Favorite.

40.9.1.3.   Additionally, users shall be able to personalize the tabs that open automatically when a particular screen is opened. The user shall be able to select a tab to automatically open by placing a checkmark in the appropriate box.

40.9.1.4.   After users have selected the tab preferences, every time they access the screen the selected tabs shall automatically populate.

40.9.2.   Stage: Implementation Contract Stage III

40.10.   Reference #1343: Design the User Interface to allow for the efficient keying of information into Colorado interChange (e.g., without requiring additional keystrokes or mouse movements, such as slashes, dashes, or double entry and context sensitive auto completion of fields).

40.10.1.   Contractor Approach: The Colorado interChange shall be highly keyboard-centric. Colorado interChange users shall be able to quickly complete forms using a tab key to move to the next field. Field formatting shall allow the user to avoid using characters such as "/" for dates or "-" for Social Security numbers.

40.10.2.   Stage: Implementation Contract Stage III

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40.11. Reference #1344: Build an interface to easily allow the Department, through the PC environment such as the desktop Microsoft Word application, to data-drag provider information into merge letters.

> Note: Names, addresses, salutations, etc. Convert all uppercase information to proper format.

40.11.1. Contractor Approach: To generate correspondence for a Client, provider, or other stakeholders, the Contractor shall use software, such as the Contractor's Exstream, which is an automated letter generator tool. This fully integrated software platform shall support creating, managing, and delivering internal and external communications across the enterprise.

40.11.1.1. The Contractor's software shall be an easy-to-use tool that allows users to generate letters for mailing, emailing, faxing online, or delivery to the secure Colorado interChange. Additionally, users shall be able to generate a single letter that may be printed, faxed, or emailed immediately on completion of a written request. Authorized users shall be able to send letters to one entity or multiple destinations, or send mass mailings to many entities in many destinations. The Contractor's software shall produce editable letters, which allow the user to insert (or data-drag) external text and data into the letter to be merged.

40.11.2. Stage: Implementation Contract Stage III

40.12. Reference #1345: Provide the ability for a robust search capability function of the information contained in the Web Portal.

40.12.1. Contractor Approach: The portal shall allow users to search data and content. Claims, PAs, eligibility, coverage, Client information, or history shall all be searchable data available on the portal. The search criteria can be customized with Department-defined criteria.

40.12.2. Stage: Implementation Contract Stage III

40.13. Reference #1346: Accept digital signatures from providers.

40.13.1. Contractor Approach: The Healthcare Portal shall support the ability to use digital signatures from providers in compliance with HIPAA standards.

40.13.1.1. After providers have completed the applicable enrollment information through the Provider Enrollment Tool, the Contractor shall produce a provider agreement that allows the provider to digitally "sign" the agreement. The Contractor shall define the appropriate disclaimers and requirements a provider must agree to and digitally acknowledge as part of their signature. The provider's acknowledgment of these disclaimers and requirements shall be recorded as part of the provider's enrollment file.

40.13.2. Stage: Implementation Contract Stage II

40.14. Reference #1347: Support Window's based shortcuts, or similar functionality (e.g., ctrl-c for copy, ctrl-v for paste).

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40.14.1.   Contractor Approach: Colorado interChange users shall have full support for Microsoft Windows shortcuts for copy, cut and paste, and opening and closing new pages to see data side by side.

40.14.2.   Stage: Implementation Contract Stage III

41. ONLINE HELP

41.1.   Reference #1348: Propose, develop, produce, publish and deliver all applicable Colorado interChange users Guide/Help updates.

41.1.1.   Contractor Approach: Because of the importance of accurate information and current documentation for ongoing successful MMIS and Fiscal Agent services, online help screen setup shall be a scheduled event of the overall implementation of the Colorado interChange for the Department. During this stage, the Contractor shall document and define acronyms, transaction codes, terms, and field identifiers consistently with the web page, report, or Data Dictionary descriptions to the Department's Specifications. Also during this time frame, the Contractor shall create and deliver applicable Colorado interChange user guides incorporating this information—providing a summary of documented Colorado interChange information for the Department and the Contractor users.

41.1.1.1.   The Contractor shall perform the online updating for the help screens in either the online help tool or the Healthcare Portal, should the Department procedures or policies change, without changes to source code in either system.

41.1.2.   Stage: Implementation Contract Stage II

41.2.   Reference #1349: Propose, develop, produce, and maintain frequently asked questions (FAQs) on Colorado interChange screens and functionality.

41.2.1.   Contractor Approach: The Contractor shall provide access to a quality set of FAQs to enable the user to continue work and inquiries in either application. The detailed FAQs provided by the Contractor shall provide an efficient and effective method of customer support. In presenting FAQ links and content, portal pages and Help content shall be customized as needed to support the Colorado interChange project and maintained throughout the project life cycle.

41.2.1.1.   Colorado interChange FAQs

41.2.1.1.1.   Colorado interChange shall classify FAQs into two categories: Page functional capability and Page Purpose. Page Functionality addresses questions about interaction with the Colorado interChange system itself (for example, "How does this page work? What do I need to enter or click?"). For screen or page functional capability, the Contractor shall anticipate the most common FAQs and shall provide direct links for support.

41.2.1.1.2.   Page Purpose shall address the more general type of FAQ questions such as: "What services are provided? Where do I get additional information? What is this page or website for? What is its purpose?" In these cases, the questions shall vary by page, and the Contractor shall work with the Department to craft the specific language where needed.

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41.2.1.2.   Healthcare Portal FAQs

41.2.1.2.1.   Providers and Clients shall be able to find many answers to frequently asked questions such as by clicking a link directly on the page.

41.2.1.2.2.   The Contractor shall also use the flexibility of solutions, such as LiveHelpNow!, the Contractor's online knowledgebase solution, as a solid source of information. Along with trouble ticket data and interaction with Help Desk staff, the Contractor shall identify the questions most frequently asked by providers and Clients. If a question occurs frequently but is not included as a direct link or on the FAQ list, the Contractor shall work with the Department to identify the best set of FAQs.

41.2.2.   Stage: Implementation Contract Stage II

41.3.   Reference #1350: Provide online help function to users on available shortcuts and other user-interface tips.

41.3.1.   Contractor Approach: The Colorado interchange features shall enable users to link related pages throughout the system. The related pages link is user-Configurable. The user shall be able to enter the title for the link and the time period to display the link, select the pages on which to display the link, and then select the destination for the link.

41.3.1.1.   The Healthcare Portal shall support custom links that point to pages with additional information, if the Department makes those pages available. Administrative access within the Healthcare Portal shall allow for modifying Shortcuts and Tips. This flexibility shall allow authorized users to customize Help text for a single page-panel or across the entire Portal.

41.3.2.   Stage: Implementation Contract Stage II

41.4.   Reference #1351: Provide a search capability to find posts and threads by date or relevance.

41.4.1.   Contractor Approach: Colorado interChange users shall be able to easily configure the Favorite Searches and Favorite Pages so that they can quickly access the screens they use the most, rather than navigating through the menu tree. The Favorites information link at the top of Colorado interChange shall expand the Favorites drop-down at a click and retracts with a second click.

41.4.1.1.   Colorado interChange users shall be able to manage their favorites by clicking on the Manage Favorites button. This allows users to customize their search results as follows:

41.4.1.1.1.   Delete saved searches or pages at any time

41.4.1.1.2.   Rename saved searches—Instead of viewing a provider's ID, rename the search to display as the provider's name, making identification easier

41.4.1.2.   The Navigator pane to the left of the work area shall automatically save the five most recent searches performed on this screen. If a user wants to keep a search for future reference or pick up where he left off, the user shall be able to save it as a Favorite.

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41.4.1.3.   Additionally, users shall be able to personalize the UI tabs that open automatically when accessing a particular screen.

41.4.1.4.   Healthcare Portal Search

41.4.1.4.1.   The Healthcare Portal Resources page shall be able to be customized to link to any number of searches or FAQ pages. These links shall be Department-defined, and the Contractor shall establish the Search functions and data that will be most helpful to the Department's Clients and providers during the Colorado interChange implementation.

41.4.2.   Stage: Implementation Contract Stage III

41.5.   Reference #1352: Provide additional functionality other than telephone, for authorized Colorado interChange users to contact the Contractor for technical Colorado interChange support, Web Portal support, and other questions, utilizing, for example, a "Live Chat" feature to connect the user to the Contractor's support staff via instant messaging or email.

41.5.1.1.   Contractor Approach: Software, such as LiveHelpNow!, the Contractor's third-party solution for "Live Chat," shall facilitate live online conversations for the Healthcare Portal. The Contractor shall include four licenses for the software, with two specified for call center analysts and two addition backup licenses for call center supervisory and/or backup staff.

41.5.2.

41.5.3.   Stage: Implementation Contract Stage III

41.6.   Reference #1353: Provide a forum for authorized Colorado interChange users to post inquiries, and to respond to other posters and create topical "threads" on problems. Allow Department staff and other designated users to access the forum and to participate and moderate the posts and threads, based upon user roles. Provide a search capability to find posts and threads by date or relevance.

41.6.1.   Contractor Approach: The Contractor's live chat software, such as the LiveHelpNow! platform, shall provide a strong yet appropriate Internet presence for the Colorado interChange. On this forum, authorized Colorado interChange users shall be able to post inquiries, respond to other posters, and create topical "threads" on problems. Department staff members and other designated users shall be able to access the forum to participate and moderate the posts and threads, based on individual user roles. The forum shall have a search capability to find posts and threads by date or relevance.

41.6.2.   Stage: Implementation Contract Stage III

42. ALERTS

42.1.   Reference #1354: Provide messages, alerts, and a "system is down" webpage to notify users about Colorado interChange changes and Colorado interChange downtimes.

42.1.1.   Contractor Approach:

42.1.1.1.   If downtime occurs, the Contractor shall provide messages, alerts, and a "system is down" webpage to notify users about Colorado interChange changes and Colorado interChange downtimes.

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42.1.1.2.   Through the Contractor's Healthcare Portal solution, the administrator shall be able to post broadcast messages alerting users to Maintenance windows and other downtimes.

42.1.1.3.   Administrators shall create and maintain one-way broadcast messages that can be displayed on the portals. The message shall be able to be broadcast on the public welcome page, secure home page, or both pages for the specified portal, as directed by the Department.

42.1.2.   Stage: Implementation Contract Stage II

42.2.   Reference #1355: Provide an exception or failure notification for batch processing and claims processing, and identify a resolution process.

42.2.1.   Contractor Approach: For each file submitted, the system shall return a 999 Health Care Acknowledgment. This file shall alert the provider that the Contractor received the file and whether it passes or fails compliance. Trading partners are responsible for retrieving acknowledgments to determine the status of their files for online analysis and resolution.

42.2.1.1.   Additionally, the Colorado interChange shall send alerts by email and text message when failures occur, as directed by the Department. Critical processes shall be monitored for failures by automated processes that check system activity and monitor log files for errors. As the file of transactions is processed through each step, Business Activity Monitoring (BAM) events shall be sent to a Dashboard. The Dashboard shall be configured to set and send an alert when thresholds have been reached or predefined errors or pends are reported.

42.2.2.   Stage: Implementation Contract Stage II

42.3.   Reference #1356: Provide the ability to create automated alerts for providers, contractors, and Department-specified users and their designees (e.g., conditions where the requesting provider is not eligible to provide the requested services, detecting when the provider is requesting an Authorization for services out of their approved Category of Service (COS), when treatment for Emergency-Only eligible members is needed) based on Department-defined criteria.

42.3.1.   Contractor Approach: The BPA rules engine shall be used in claims for coverage, editing, auditing, and pricing features. The BPA process has multiple impacts throughout the system. Beginning with determining the appropriate benefit plan for a Client, the provider type and specialty the provider is enrolled in, the billing rules applied during claim adjudication and where they apply, BPA is central to nearly every process in the Colorado interChange.

42.3.1.1.   The Colorado interChange shall present users with a graphical interface displaying a combination of easily understood parameters and navigation paths. Parameters shall be combined in numerous ways through online browser screens to establish a flexible, yet structured, rule repository.

42.3.1.2.   The rules engine shall control conditions, as determined by the Department

42.3.2.   Stage: Implementation Contract Stage II

42.4. Reference #1357: Provide and maintain user-controlled and user-Configurable parameters for alerts, messages, emails, Colorado interChange letters, and other Colorado interChange generated notices.

42.4.1. Contractor Approach: In Colorado interChange, these Configurable features, known as interChange @neTouch, shall provide users maximum efficiency, exceptional productivity, and personalization.

42.4.1.1. Colorado interChange features shall include user Configuration settings, including Favorites, Search, Print Profiles, Help, and Access.

42.4.1.2. The Colorado interChange features shall provide dynamic, context-sensitive, single-click navigation to the most relevant panels based on the current business process being worked.

42.4.1.3. Each user shall be able to pin the screens they use most to their own Favorites list.

42.4.1.4. Additionally, users shall have access to Team News, available in sticky note view. Alerts to new policy, system Maintenance, new tools, and other changes shall be quickly available. Completely user-Configurable without technical help, the Team News shall be available to help spread messages enterprise wide quickly.

42.4.1.5. Triggers for letters and notices shall be fully Configurable according to the customer's workflow needs. Letters are generated out of the Contractor's software, such as Exstream.

42.4.2. Stage: Implementation Contract Stage III

42.5. Reference #1358: Alert the Department as the number of participants enrolled in any Health Benefit Plan is approaching or exceeding the number of participants approved for the program (e.g., enrollment caps for HCBS waivers).

42.5.1. Note: Alerts are provided when capacity reaches a defined percentage as determined by the Department. This alert does not necessarily need to be in email format; format can be determined at a later date by the Contractor and Department.

42.5.2. Contractor Approach: The Colorado interChange solution shall include a production reporting capability that provides standard operational reports available through the Contractor's document management system and the ability to build ad hoc reports on key MMIS data attributes.

42.5.2.1. The Colorado interChange shall contain several operational reports on enrollment numbers, including by Benefit Plan. SQL Server Reporting Services (SRS) shall allow reports to be created with alerting thresholds. Parameters shall be set to trigger the report based on Department-defined criteria. During the Discovery and Requirements Validation and Requirements Elicitation Phase, the Contractor shall determine which report best meets the needs for monitoring numbers encroaching on program limits and caps, based on input and direction from the Department.

42.5.3. Stage: Implementation Contract Stage III

42.6. Reference #1359: Alert the specified authorized Colorado interChange users and/or provider when a Client is approaching PA benefit/service maximum.

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42.6.1. Contractor Approach: Benefit usage shall be tracked, with an Authorization status assigned accordingly and provides an alert, as determined by the Department. The system shall associate each claim that uses a PA with the Authorization, allowing immediate cross-referencing of which claims were authorized and exactly how many units or dollars were applied.

42.6.1.1. When a claim that is associated with a PA is received, the Colorado interChange shall immediately perform a limitation audit. The limitation audit shall verify that the services billed do not exceed the Department limitations in dollars, units, or occurrences. The audit parameters shall be adjusted for unit types, time units (such as days, Fiscal Year, calendar year, floating year, and per pregnancy), time span, and number of units, as determined by the Department. Used units and dollar entries shall be created as the claim is finalized and balances shall be calculated by summing these entries. Information about the claim and PA units shall be posted back to the provider.

42.6.2. Stage: Implementation Contract Stage III

42.7. Reference #1360: Alert the Department when the expenditures associated with a specific program are within a predefined percentage of the total spending authority/appropriation (e.g., Old Age Pension-State Only, Child Health Plan *Plus* (CHP+), and Nursing Home services).

42.7.1. Note: The Department provides information on the total spending authority/appropriation.

42.7.2. Contractor Approach: interChange shall contain operational reports on program expenditures. interChange's inSight Dashboard reporting shall allow reports to be created with alerting thresholds. During the Discovery and Requirements Validation and Requirements Elicitation Phase, the Contractor shall determine which report best meets the needs for monitoring expenditures associated with specific programs and their total spending authority or appropriation, based on input and direction from the Department.

42.7.3. Stage: Implementation Contract Stage III

42.8. Reference #1361: Provide the ability to alert the Department, specified contractors or authorized Colorado interChange users, when a type of provider, like hospital/urgent care facility, verifies specific eligibility criteria for a Client.

42.8.1. Contractor Approach: Rather than capturing only verification inquiries that meet specific criteria, the underlying table shall capture each inquiry. Colorado interChange users shall have immediate, online access to review inquiries by provider ID or Client ID. Drill-Down capability shall allow the user to view details of the inquiry, including dates of service the provider seeks. A verification number shall be assigned and the exact results returned to the provider shall be stored in the table.

42.8.1.1. A user shall be able to go to the Enrollment Verification panel and verify the provider confirmed eligibility, when they did it, and what message the system provided back.

42.8.2. Stage: Implementation Contract Stage II

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42.9. Reference #1362: Provide alerts and reporting on claims/Encounters that are not followed up or associated with an expected second claim.

42.9.1. Note: Reporting will occur monthly or as otherwise indicated by the Department.

42.9.2. Contractor Approach: During the Discovery and Requirements Validation and Requirements Elicitation Phase, the Contractor shall, with the Department's approval, define parameters to put this report into monthly production as a scheduled batch report and an "on demand" online report for more flexibility for the user.

42.9.2.1. The Contractor's rules-driven claims engine shall support authorized users in configuring rule changes, reducing the reliance on technical staff members for process and policy Change Requests. Edits and audits shall be configured through the BPA rules engine without any coding. Rules shall be configured to suspend the original claim for a period of time, as directed by the Department. The claims shall recycle each week looking for the expected second claim and then pay the two together. If the second claim is not received in the predefined number of weeks, the original claim shall pay or deny as directed by the Department. A monthly production report shall be generated to show the claims that receive this edit.

42.9.3. Stage: Implementation Contract Stage III

42.10. Reference #1363: Provide the ability to send and receive data or flags that trigger automated prompts for an authorized Colorado interChange users to perform an action based on Department defined criteria (i.e., Colorado interChange sends data to the Case Management Tool that triggers automated prompts to case managers when a Client has a hospitalization, emergency room visit, new chronic condition diagnosis, or multiple chronic condition diagnosis).

42.10.1. Contractor Approach: Because the Colorado interChange workflow tools naturally integrate within the overall framework of the Colorado interChange, the Colorado interChange business framework shall use any relevant data in the system to trigger automated system actions, service calls, or human workflow activities as required for the specific business activity that a trigger calls for.

42.10.1.1. When the trigger workflow has been completed, its information shall be permanently stored within the Colorado interChange. This shall include sending detailed data to the Colorado interChange transactional database, electronic attachments to the document management system, and capturing the historical workflow metrics that document the actions taken and duration of activity for each workflow.

42.10.2. Stage: Implementation Contract Stage III

42.11. Reference #1364: Provide the functionality to send a Case Management alert that activity is needed. These criteria will be defined by the Department. For example:

42.11.1. Criteria based on claims processed (e.g., DRG Average Length of Stay (ALOS) and early discharge).

42.11.2. Conducting Client assessment based on diagnosis, prior utilization, services provided, age, and/or prognosis.

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42.11.3.   Performing quality review.

42.11.4.   Eligibility verifications by specified provider types (e.g., ED, hospitals).

42.11.5.   Contractor Approach: The Contractor shall use software, such as McKesson Versatile Interoperable Technology Advancing Lives™ (VITAL) to execute high-performing Case Management programs that deliver better outcomes for patients while reducing cost for payers. The software shall contain decision support tools for point-of-care Authorization, notifications, and medical reviews. It shall provide the ability to notify when Case Management activities are needed, including the Department's stated criteria:

42.11.5.1.   Criteria based on claims processed—such as DRG ALOS and early discharge

42.11.5.2.   Conducting Client assessment based on diagnosis, prior utilization, services provided, age, or prognosis

42.11.5.3.   Performing quality review

42.11.5.4.   Eligibility verifications by specified provider types—such as ED and hospitals

42.11.6.   Stage: Implementation Contract Stage III

42.12.   Reference #1365: Maintain a report that identifies providers with Clients, or Clients without providers who need a service, but that service is not currently available.

42.12.1.   Software, such as McKesson VITAL, shall allow case managers visibility to identify Clients with accessibility issues and quickly resolve them.

42.12.2.   Stage: Implementation Contract Stage II

42.13.   Reference #1366: Provide the ability for authorized Colorado interChange users to Configure communication delivery mechanism alerts and notifications as defined by the Department, to Department staff, and Department designees.

42.13.1.   Contractor Approach: The Contractor shall provide a communications management plan as a deliverable. The plan shall serve several functions:

42.13.1.1.   It shall outline the communication process and methods and provides a well-documented and agreed-on communications road map

42.13.1.2.   It shall establish a sound framework for the Contractor's communication management approach to keeping stakeholders informed throughout the project

42.13.1.3.   It shall define the channels of communication that allow us to respond to questions raised by the Contractor's audiences and measure the effectiveness of the Contractor's communications

42.13.1.4.   It shall define the communications matrix that includes the various types of stakeholder communication

42.13.2.   It shall also describe how the Department staff members and designees will receive timely, accurate communication from the Contractor. The Contractor shall fully define the delivery mechanisms for authorized users to receive notifications during the Initiation Phase.

42.13.3.   Stage: Implementation Contract Stage II

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42.14. Reference #1367: Allow users to subscribe to, and unsubscribe from, publications and content (e.g., threads, hot topics) and to receive notification by email when additions or changes are made to subscribed content.

42.14.1. Contractor Approach: Most Department program alerts shall be available on the Healthcare Portal. Clients, Providers and stakeholders also shall be able to sign up for email notification for public or private program alerts on the portal by selecting the option on their profile. The Department shall be able to configure the number and type of notification categories available.

42.14.1.1. The Contractor shall automate the subscription capabilities within the features of the tool to proactively communicate with the Colorado Medicaid community.

42.14.2. Stage: Implementation Contract Stage III

42.15. Reference #1368: This requirement intentionally deleted.

43. SYSTEM REPORTING

43.1. Reference #1369: Provide the ability to regularly and accurately produce operational reports using Colorado interChange data.

43.1.1. Contractor Approach: The Contractor's Colorado interChange operational reporting shall provide a detailed catalog of reports for each Colorado interChange business area stored in a permanent state for continual viewing and use across time. The Contractor shall deliver a base set of reporting, housed in the EDMS that supports Maintenance and operations of the Colorado interChange. The Contractor's Colorado interChange report management solution shall include standard built-in features, allowing the active management of the business functions supported by the Colorado interChange.

43.1.2. Stage: Implementation Contract Stage II

43.2. Reference #1370: Ensure that the data in reports are current, accurate, and accessible and that the report is produced in a timely fashion to meet the report's delivery deadline.

43.2.1. Contractor Approach: Colorado interChange users shall be able to select schedules daily to indicate when ongoing standard reports should be executed within the automated processing cycles. The operational reports created during the update processes shall be automatically transferred for permanent storage in the EDMS. Through the EDMS the users shall have direct, online access to the current and historical copies of the reports. These reports shall provide intuitive operational reporting that help support daily activities while providing guidance for improvements in policymaking and operations.

43.2.2. Stage: Implementation Contract Stage II

43.3. Reference #1371: Complete transparency of all data fields in reports generated by Colorado interChange including: providing the Department with SQL, pseudo code, narrative description, or some combination thereof to document completely the algorithms and formulas used in all reported fields and computed variables, analytic protocols and assumptions.

43.3.1. Maintain and provide documentation of the logic that is used to derive calculations and reports, along with descriptions of data elements used in calculations and reporting.

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Have full report documentation available, human readable, and online accessible to Department.

43.3.2.   Contractor Approach: The Colorado interChange Operational reports shall have full documentation that provides transparency into the content and organization of the reports. This documentation shall be available to the user community and as part of the Contractor's established development life cycle; the process to update the documentation shall be built into the Contractor's step-by-step system Maintenance functions.

43.3.3.   Stage: Implementation Contract Stage II

43.4.   Reference #1372: Create and maintain a suite of Contractor-defined on-line reports which allow users to choose from multiple pre-built defined parameters (such as provider number, procedure code, Date of Service, etc.) singly or in combination, to generate user Customized results that help users monitor the daily operations of Colorado interChange and Fiscal Agent Operations.

43.4.1.   Contractor Approach: The Colorado interChange shall deliver at least three styles of reports which shall be available online for the authorized users. The first type is the MMIS operational reports, which shall be auto-generated during the scheduled processing of the MMIS. These reports shall be permanently stored in the Electronic Document Management System, which provides online access to these production reports. The second style of online reporting shall enable users to choose from multiple prebuilt defined parameters when selecting the reports. The Colorado interChange shall provide these interactive reports directly within the Colorado interChange User Interface.

43.4.1.1.   The Contractor shall offer online Dashboard reporting. These Dashboards shall allow users that range from managers to technical specialists to easily view or create executive Dashboards, Scorecards, and report cards. The Dashboards shall bring performance metric measurements and reporting to the manager's desktop, enabling the monitoring of business activities to meet the Department's goals.

43.4.1.2.   Using a software, such as a Microsoft add-in PowerPivot, users shall be able to import millions of rows from the Colorado interChange or ad hoc reporting solution and delog on-memory interactive Dashboards on their desktops. These Dashboards shall then be distributed to the Contractor's Enterprise SharePoint solution or shared with external customers as directed by the Department.

43.4.1.3.   The Contractor shall provide an even more extensive utility through the Contractor's inSight Dashboard solution, powered by software, such as the Microsoft BI product suite. These tools shall use in-memory storage capabilities that plug into Microsoft Excel. This shall provide a program analyst with a powerful ad hoc reporting tool to pull data from the Colorado interChange ad hoc data repository into memory for graphical display and Drill-Down.

43.4.2.   Stage: Implementation Contract Stage II

43.5.   Reference #1373: Provide the ability to generate a summary of historical file transfers.

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43.5.1. Contractor Approach: The FTS component of interChange Connections module shall monitor, track, and log files within the Colorado interChange solution and to trading partners. The FTS Web Portal shall let users search and display tracking and audit details about files.

43.5.1.1. Additionally, FTS shall be configured file by file to notify individuals, such as EDI support staff, when an error occurs during processing or a file completes, as directed by the Department.

43.5.2. Stage: Implementation Contract Stage II

43.6. Reference #1374: Ensure that all codes and abbreviations used in Colorado interChange have corresponding and easy-to-view narrative descriptions.

43.6.1. Contractor Approach: Within the Colorado interChange reporting capability, the narrative descriptions associated with the codes and abbreviations shall be pulled and used in the reporting functions. These descriptions shall help clarify the meaning of specific codes to remove ambiguity when reporting values on reports.

43.6.2. Stage: Implementation Contract Stage II

43.7. Reference #1375: Ensure that any reporting functionality supports the ability to pull and use the narrative descriptions of codes and abbreviations in addition to the codes and abbreviations themselves.

43.7.1. Contractor Approach: Within the Colorado interChange reporting capability, the narrative descriptions associated with the codes and abbreviations shall be pulled and used in the reporting functions. These descriptions shall help clarify the meaning of specific codes to remove ambiguity when reporting values on reports.

43.7.2. Stage: Implementation Contract Stage III

44. OTHER TECHNICAL REQUIREMENTS

44.1. Reference #1376: Provide scalable IT infrastructure with role based capability to establish user credentials and permissions.

44.1.1. Contractor Approach: The Contractor shall provide security design, monitoring, and management for a shared, scalable AD domain infrastructure that shall include role definition, log review and reporting, and domain and user account management. Through this capability the solution shall provide user credentials and their associated user permissions.

44.1.2. Stage: Implementation Contract Stage II

44.2. Reference #1377: Provide the ability for an authorized Colorado interChange users to have Single Sign-On access, interface, and/or linkage to various resources and other sites/portals as requested by the Department.

44.2.1. Contractor Approach: The Colorado interChange shall have a comprehensive security solution that provides centralized identity management. The Contractor shall provide a single point of access for authorized Colorado interChange users which after authenticated, provides the user links to the systems they have permission to access.

44.2.1.1. The solution shall use AD to achieve the following:

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44.2.1.1.1.   Single log on and authentication

44.2.1.1.2.   Self-service provisioning

44.2.1.1.3.   Delegation

44.2.1.1.4.   Role management and help desk

44.2.1.1.5.   Password management, including self-service password reset capabilities

44.2.1.1.6.   Hierarchical security group and permissions structure

44.2.1.2.   Instead of having an assortment of forms for requests, the Contractor shall create a consistent method for requesting access to applications and network resources. The solution shall manage user access through automating the request and approval that replaces the existing manual and paper driven processes.

44.2.2.   Stage: Implementation Contract Stage II

44.3.   Reference #1378: Provide an online, viewable, indexed, and content-searchable archive with version control for all Colorado interChange forms, documents, data files, data, and manuals to identify archived information to expedite the retrieval of archived information.

44.3.1.   Contractor Approach: To manage system documents, the Contractor shall use its enterprise products such as the Contractor's PPM and the Contractor's ALM and the Contractor's Enterprise SharePoint solution to form a holistic project repository. This solution shall allow archiving of documents as new versions are produced. The archives shall be available online, indexed, and content-searchable. The Contractor's Enterprise SharePoint solution shall be the repository for the system forms and documents and manuals. For the data files and data users shall have access to the complete historical data online through the Colorado interChange.

44.3.2.   Stage: Implementation Contract Stage II

44.4.   Reference #1379: Provide Optical Character Recognition (OCR) to convert appropriate paper documentation received through Fiscal Agent Operations into indexed, content searchable electronic format (e.g., claims, correspondence, provider information).

44.4.1.   Contractor Approach: The Contractor shall implement an end-to-end solution for scanning, storage, and retrieval of images to provide a full electronic document management solution to support the Department's needs. The Contractor shall perform OCR on appropriate paper documents to capture the data needed for processing. To accomplish OCR activities the solution shall use software, such as SunGard Formworks software. Where OCR is not appropriate, the Contractor shall capture the document image and send it to data entry operators to manually key the indexing information to the proper workflow or storage repository.

44.4.1.1.   The Contractor shall use FormWorks to convert paper documents to indexed, searchable electronic records. It shall include the capability to OCR various formats of incoming documents requiring specific handling. These include scanned images, reports, generated letters, spreadsheets, emails, and Department-approved provider agreements, which are maintained in the EDMS. Many of these documents must be managed as records for compliance or controlled to promote compliance with

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HIPAA standards. The Contractor shall have established processes for handling these critical records.

44.4.1.2. The OCR shall capture printed characters and handwritten text, and includes editing against provider and Client information, procedure, diagnosis, revenue code, and NDC files. It shall enable direct data entry and imaging of records.

44.4.1.3. If the OCR component detects an unreadable form, the system shall route it to the Data Entry team to verify the data read by OCR. The Contractor shall manually complete the recognition and then releases the document to interChange for entry into the workflow system.

44.4.2. Stage: Implementation Contract Stage II

44.5. Reference #1380: Present authorized Colorado interChange users with the latest revision of a document with the option to view previous versions.

44.5.1. Contractor Approach: The Contractor shall implement version control through the Contractor's Enterprise SharePoint solution document repository. Previous versions of documents shall be accessible for viewing, along with the user's name and date/time of the revision. Version control for scanned documents shall be handled in the EDMS image repository. If new documentation is sent for the same claim, PA, or the like, the original image shall be maintained and the new documentation shall be added to the index under the new date received.

44.5.2. Stage: Implementation Contract Stage II

44.6. Reference #1381: Provide the ability to receive proprietary transactions as requested by the Department (e.g., warrant inquiry, PAR status inquiry).

44.6.1. Contractor Approach: The Colorado interChange shall accept proprietary transactions such as warrant inquiry and PAR status inquiry. The Contractor shall capture the exact requirements needed for Colorado-specific transactions during the Discovery and Requirements Validation and Requirements Elicitation Phase. The specific business rules around the intake and transformation of this information shall be configured within the interChange Connections Interoperability module.

44.6.2. Stage: Implementation Contract Stage II

44.7. Reference #1382: Provide the ability to troubleshoot and debug data processing errors (e.g., if a user-input change was not accepted by Colorado interChange, if a value was changed within Colorado interChange without Authorization).

44.7.1. Contractor Approach: The Colorado interChange shall recognize errors in data in numerous ways—for instance incorrect codes, or codes that are recognized by the system, but not normally seen concerning other data on the same claim. The Colorado interChange shall reject these transactions and pass them to the data correction analysts. During data correction—or pend resolution—authorized users shall be able to make online corrections or changes to the claim record. For paper claims, incorrect data shall be changed if the error occurred during the data capture process. When corrected, the claim shall continue through the adjudication process.

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44.7.1.1.   The Colorado interChange User Interface framework shall provide robust data validation capabilities, automatically enforcing data integrity based on business entity definitions, without requiring a developer to specifically code validation logic. The User Interface shall provide clear feedback when a value is not accepted by the system and gives the user links to available help documentation to assist in troubleshooting.

44.7.2.   Stage: Implementation Contract Stage II

44.8.   Reference #1383: Perform batch control and reporting.

44.8.1.   Contractor Approach: The Colorado interChange system shall be federally certified and support control of batch processing along with daily, weekly, and monthly reporting on claims processing activities. The interChange system shall provide a unique control number tracking for each claim and adjustment through assignment of an ICN. Regardless of the submission method the provider chooses, interChange shall automatically assign every claim received a unique ICN, which provides for intelligent tracking of claims from receipt to final disposition.

44.8.1.1.   Colorado interChange shall individually monitor claims through the processing cycle and report them in various daily reporting functions, from the initial assignment through to its final disposition and display on control reports. The system shall produce balancing and control reports for claim reconciliation functions, including batch processing cycle input and output figures.

44.8.2.   Stage: Implementation Contract Stage II

44.9.   Reference #1384: Support the functionality to trigger electronic correspondence to Client, provider, submitter, and Contractor by email distribution, fax, posting, social media, automated letter generation (using standard letters or forms, letter templates, and free-form letters), as well as interface with an automated correspondence generation functionality.

44.9.1.   Note: PHI and PII will not be distributed inappropriately.

44.9.2.   Contractor Approach: The Contractor shall provide a robust letter generator, such as the Contractor's Exstream, as a part of the Colorado interChange solution. The Contractor's letter generator shall support the functional capability to trigger electronic correspondence to Clients, providers, submitters, and the Contractor by media types listed in the requirement, except social media. A social media supervisor shall manually update social media.

44.9.2.1.   The Contractor's letter generator shall allow users to generate letters for mailing, emailing, faxing online, or delivery to the secure Colorado interChange. Additionally, users shall be able to generate a single letter that may be printed, faxed, or emailed immediately on completion of a written request. Authorized users shall be able to send letters to one entity or multiple destinations, or send mass mailings to many entities in many destinations. The Contractor's letter generator shall produce editable letters, which allow the user to insert (or data-drag) external text and data into the letter to be merged.

44.9.3.   Stage: Implementation Contract Stage II

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44.10. Reference #1385: Provide the ability to automate some or all of the currently manual 1099 review process.

44.10.1. Contractor Approach: The interChange's base functions shall include an automated process for 1099 calculation and processing. Balancing shall occur with each weekly financial cycle, giving the provider and the Department a year-to-date total. After the last financial cycle of the year, the 1099 process shall begin and balancing reports shall be produced for review before routing the 1099s for distribution.

44.10.2. Stage: Implementation Contract Stage II

44.11. Reference #1386: Provide the ability to facilitate access to approved data and notifications through Web browsers and mobile devices in order to support the distributed and mobile nature of providers, Clients, Department staff and stakeholders. Design should support changes and additions to new access channels that may become available or popular over the life of the Contract.

44.11.1. Contractor Approach: The Contractor's Healthcare Portal shall allow web browser access for providers, Clients, Department staff members, and stakeholders from their PC or mobile device.

> The contractor shall provide a mobile application that will allow providers to log on from a mobile device and check eligibility. Additionally, Clients shall be able to check their eligibility and find a provider. The Contractor shall support mobile strategies in the future.

44.11.2. Stage: Implementation Contract Stage III

44.12. Reference #1387: Provide the ability to support different/multiple aspect ratios and screen resolutions for Colorado interChange displayed data, with the ability to maximize, minimize, and show multiple screen displays.

44.12.1. Contractor Approach: The interChange base UI shall be optimized for a 1024x768 resolution. Colorado interChange users shall be able to easily resize windows, maximize, and minimize. interChange shall be compatible with multiple screen displays. Additionally, users shall have the flexibility to have multiple interChange UI windows open at the same time. Through the use of the online help tool new windows shall be opened up with the single click of the mouse giving users access to the information related to the original window while not having to leave that window to see the additional information.

44.12.2. Stage: Implementation Contract Stage III

44.13. Reference #1388: Procure and maintain infrastructure hardware and software including upgrades and technology refreshes to maintain functionality of all interfaces.

44.13.1. Contractor Approach: Each hardware and software item shall have detailed installation and Configuration procedures described in the system documentation, as directed by the Department. During implementation, each asset shall be included within the Contractor's inventory and Configuration management database. The software and hardware that are installed after the initial project setup shall follow the change management processes. The Contractor shall have detailed work instructions with

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associated Quality Assurance verifications to validate that the Contractor maintains the Contractor's architecture design document and engineering guides.

44.13.1.1.   The Contractor shall incorporate technology refreshes into the technology planning process, to maintain functionality of all interfaces.

44.13.1.2.   The Contractor shall use inventory, package distribution, and asset and audit compliance tools for continual management allowing consistent deployments and increased automation.

44.13.2.   Stage: Implementation Contract Stage II

44.14.   Reference #1389: Provide takeover information archives in a manner that facilitates fast and accurate information retrieval including a viewable, indexed, and content-searchable format.

44.14.1.   Contractor Approach: The Contractor shall determine the scope of documents being transferred from the incumbent vendor based on input and direction from the Department. The Contractor shall then perform the following high-level tasks to import the legacy documents into either the EDMS solution or the Contractor's Enterprise SharePoint solution project document repository:

44.14.1.1.   Identify each type of document that is part of the takeover archive

44.14.1.2.   Identify current indexing fields for each document type

44.14.1.3.   Map documents to appropriate repository or application

44.14.1.4.   Import legacy documents and templates into the new systems

44.14.2.   Stage: Implementation Contract Stage II

44.15.   Reference #1390: Provide the ability to automate the meta-tagging of documents based upon their contents, and to allow user defined meta-tags.

44.15.1.   Contractor Approach: The Contractor shall provide an end-to-end solution for scanning, storage, and retrieval of images to provide a full EDMS solution to support the Department's needs. During the Discovery and Requirements Validation and Requirements Elicitation Phase, the Contractor shall define each document being sent to the EDMS and determine the meta-tag Configuration for that document type and storage location based on input and direction from the Department.

44.15.2.   Stage: Implementation Contract Stage II

44.16.   Reference #1391: Provide the ability to create and maintain multiple group-based Customized display environments of Colorado interChange information so that a group sees only the information the group wants or is allowed to see, in the order that the group desires to see it.

Note: Groups may be business units, or may be defined by job category, employee status (e.g., permanent, temporary, new hire pre-HIPAA training), or other Department defined

44.16.1.   Contractor Approach: The ability to create and maintain multiple group-based environments shall be inherent in interChange.

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44.16.1.1. Security shall be embodied in interChange by the adoption of role-based management of users. The Contractor's role-based security solution shall enable the Contractor to build profiles that allow users to have a combination of inquiry and update capabilities depending on the data with which they will need to work. For example, financial clerks may need to inquire on claims payment information, but only need to update specific fields per their financial job role. Because users are not assigned permissions directly and only acquire them through their role (or roles) in a group, management of individual user rights shall be a matter of assigning appropriate roles to the user. The Contractor shall provide an approach that simplifies common operations, such as adding a user or changing a user's department.

44.16.1.2. The Colorado interChange UI shall be customizable by each individual user. The online help tool shall provide quick and timely access to the following:

44.16.1.2.1. Related business panels

44.16.1.2.2. Configurable Favorites links

44.16.1.2.3. Consolidated content profiles for viewing or printing

44.16.1.2.4. Context-sensitive help

44.16.2. The user shall be able to control these features through online configurability at the personal level. Each user shall be able to change the display of interChange to meet the needs of their individual role.

44.16.3. Stage: Implementation Contract Stage III

44.17. Reference #1392: Provide the ability to generate and track internal messaging notes between system administrators regarding an authorized Colorado interChange user's profile.

44.17.1. Include Maintenance features for each message, such as update and delete, as well as a date/time stamp and the authorizing user name for each message.

44.17.2. Contractor Approach: The interChange security user provisioning and management process shall have controls and workflow and allow for the detailed user management necessary to verify the user has the proper controls in place for system access. The audit trail of details shall be available to system administrators and anyone involved in the process for a user, such as the user's manager.

44.17.2.1. Through interChange Security, the Department shall be able to receive audit trail reports of exactly what users have access to which environments within the overall MMIS solution.

44.17.2.2. As part of the Authorization process administrators shall be able to document and share notes in the "other information" field within the Overview section of the request. The end-to-end provisioning of security and the capturing of the data, including these notes provides a complete picture of security request and approval process.

44.17.3. Stage: Implementation Contract Stage II

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44.18. Reference #1393: Allow flexibility to support managed care geographical service areas, (e.g., by county, city, zip code, mileage, census track, longitude and latitude, or various combinations).

44.18.1. Contractor Approach: The Contractor shall include a geocoding tool, such as GeoStan, in the Colorado interChange. This tool shall enable the Contractor to easily embed geocoding logic into the organization's applications and processing to meet the Department's geography specific requirements and business rules. Besides the geo-mapping tool used to perform latitude/longitude assignments within the managed care assignment aspect of interChange, the Contractor also shall provide geographical visual analysis as directed by the Department.

44.18.2. Stage: Implementation Contract Stage III

44.19. Reference #1394: Provide the ability to track and maintain changes to the Contractor-maintained Web Portal and website to validate that postings, newsletters, bulletins, and links are the most up to date and accurate.

44.19.1. Contractor Approach: The Contractor shall provide a well-maintained portal through the Contractor's portal administrators. The administrators shall document changes to the Web Portal and shall track and validate changes.

44.19.1.1. The Contractor's Healthcare Portal shall use a Broadcast Message function to post messages and bulletins. Through the resource page of the Healthcare Portal, the authorized portal administrator shall be able to track and maintain changes when making updates to postings, newsletters, bulletins, and links to verify they are the most current and accurate.

44.19.1.2. These postings may include a hyperlink to allow for attachments or routings to other sites. The postings shall be maintained by designated administrators who can set start and end dates and prioritize each posting. The Contractor shall maintain an audit of changes to existing and historic postings.

44.19.2. Stage: Implementation Contract Stage II

44.20. Reference #1395: Provide Department staff the capability to create and maintain Web Based Training survey questions, dependent subsequent questions, and overall structure of the surveys.

44.20.1. Contractor Approach: The Contractor shall enlist a web-based survey tool, such as the Survey Monkey tool to meet this optional requirement. The Contractor shall create and maintain Web Based Training survey questions and dependent subsequent questions. The overall structure of the surveys shall be direct questions standardized for the specific aspect of training the Contractor are requesting feedback on. The intent is to ask a limited number of questions to encourage feedback responses while keeping the questions as a standard baseline across time to track and identify trends related to the web-based training. The structure shall be further defined using a ranking system such as 1 (low) – 5 (high), for scoring the questions, while also providing an opportunity for free form narrative feedback. This style of having numerical values shall help facilitate trending comparisons of the scores across time, while the summary narratives can be collected and reviewed for greater user insight into the training.

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44.20.2.   Stage: Implementation Contract Stage III

44.21. Reference #1396: Provide an easy-to-use training module for authorized Colorado interChange users to edit, create, define, and to release into production group-based Customized training.

44.21.1.   Contractor Approach: As part of the Contractor's implementation and follow up on operational tasks the Contractor shall update the Contractor's training materials to the specifics of the Colorado interChange. The training materials shall be created using a common COTS package to facilitate the ability to edit, create, define, and release easy to use training modules. Specifically, the Contractor shall create web-based courses using a tool, such as Qarbon's eLearning products. These courses shall offer a familiar experience to those accustomed to taking web-based courses and shall also be user-friendly for the novice. Viewlet shall be used for the creation of instruction videos that capture user experience click through examples, while the Composica module creates an interactive PowerPoint presentation. These two modules shall create easy to follow, customized training for the user community.

44.21.2.   Stage: Implementation Contract Stage III

44.22. Reference #1397: Provide the ability to utilize latest technology to display online-friendly audio-visual presentations.

44.22.1.   Contractor Approach: The Contractor shall use an online tool, such as Qarbon's eLearning products to meet the training requirements in this Contract. The web-based capabilities shall provide the Contractor the tools to meet this requirement.

44.22.2.   Stage: Implementation Contract Stage III

44.23. Reference #1398: Provide ability to generate and administer surveys to a random sample of a selected population group (e.g., Clients and providers).

44.23.1.   Contractor Approach: The Contractor shall enlist a web-based survey tool, such as the SurveyMonkey tool, to meet this optional requirement. The Contractor shall create custom extracts from interChange containing the randomly selected populations or Clients and providers. These random data sets shall then be imported into survey tool. The surveys shall be designed to be concise in nature to help encourage participation with the core of the survey providing the ability for the user to document numeric scoring, such as 1(low) to 5(high), while also allowing for narrative feedback to accommodate users that want to document specific feedback. The tool shall enable the tracking of survey results and shall be used as the repository of the content feedback.

44.23.2.   Stage: Implementation Contract Stage III

45. CLIENT MANAGEMENT, ELIGIBILITY/ ENROLLMENT

45.1. Reference #1399: Allow Department to perform manual enrollment/disenrollment functions so that

45.1.1.   Contractor Approach: Besides receiving eligibility records from an outside system, Colorado interChange shall enable authorized users to manually enroll/disenroll Clients directly through the Contractor's User Interface. After a Client is enrolled through the Colorado interChange Client Management business area, the Client shall

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be assigned the appropriate benefit plan to receive benefits as directed by the Department. Within 48 hours the Contractor shall resolve enrollment issues that are within their control.

45.1.1.1.   Department staff members shall be granted access to perform manual enrollments or disenrollments. The actions taken within the provider subsystem shall be in real time, so are reflected immediately within interChange.

45.1.2.   Stage: Implementation Contract Stage II

45.2.   Reference #1400: Support accurate and timely automatic or choice-based enrollment of Clients into a Managed Care Organization. Colorado interChange shall generate an error report when the Client is incorrectly enrolled.

45.2.1.   Contractor Approach: The Colorado interChange shall use data from eligibility sources including CBMS and enroll Clients in the appropriate Health Benefit Plans and MCOs. If a Client does not make a specific MCO selection, the system shall apply automatic business rules to perform timely assignment of Clients.

45.2.1.1.   Colorado interChange logic shall establish criteria that a Client must meet—such as county of residence, category of coverage, or dates of coverage—before automatic enrollment in a particular MCO or Health Maintenance Organization (HMO) is allowed. The automatic enrollment shall be based on the Department specific business rules for enrollment. This up-front editing shall prevent Clients from becoming enrolled in the wrong MCO or HMO and shall eliminate the need for additional error reporting and reconciliation.

45.2.1.2.   Enrollment processing shall encompass multiple functions. The Department will define how each benefit plan may differ in the enrollment methods employed. For example, one benefit plan may require mandatory auto-assignment to an MCO if the Client does not make a selection within an allotted time. Another benefit plan may include voluntary enrollment.

45.2.1.2.1.   In the cases of disenrollment, an automatic enrollment could occur for those Clients who lose Medicaid eligibility for two months or less, or otherwise specified by the Department.

45.2.1.3.   The Contractor shall implement business rules defined by the Department to prevent Clients from being incorrectly enrolled. The disenrollment process shall confirm the Client is still eligible for the Managed Care program the Client is enrolled in. When a Client is determined to be no longer eligible or is enrolled in error, the enrollment shall be ended or canceled according to the Department's business rules. These disenrollments may be viewed in the disenrollment/enrollment error report.

45.2.2.   Stage: Implementation Contract Stage II

45.3.   Reference #1401: Facilitate an efficient process for enrollment, disenrollment, and/or transfer of recipients to Health Benefit Plans, as well as MCOs.

45.3.1.   Contractor Approach: Batch processes shall support enrollment, disenrollment, and transfer of Clients to Health Benefit Plans and MCOs. Based on records received from

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CBMS or other entities as defined by the Department, the system shall update Client eligibility in a Health Benefit Plan.

45.3.1.1. Enrollment processing shall encompass multiple functions. The Department will define how each benefit plan may differ in the enrollment methods employed. For example, one benefit plan may require mandatory auto-assignment to an MCO if the Client does not make a selection within an allotted time. Another benefit plan may include voluntary enrollment.

45.3.1.1.1. In the cases of disenrollment, an automatic enrollment could occur for those Clients who lose Medicaid eligibility for two months or less, or otherwise specified by the Department.

45.3.1.2. The Contractor shall implement business rules defined by the Department to prevent Clients from being incorrectly enrolled. The disenrollment process shall confirm the Client is still eligible for the Managed Care program the Client is enrolled in. When a Client is determined to be no longer eligible or is enrolled in error, the enrollment shall be ended or canceled according to the Department's business rules. These disenrollments may be viewed in the disenrollment/enrollment error report.

45.3.2. Stage: Implementation Contract Stage II

45.4. Reference #1402: Enroll Clients into a Health Benefit Plan or Managed Care Organization according to criteria established by the Department.

45.4.1. Contractor Approach: The Colorado interChange shall use data from eligibility sources including CBMS and enroll Clients in the appropriate Health Benefit Plans and MCOs.

45.4.1.1. The Department will define how each benefit plan may differ in the enrollment methods employed.

45.4.1.2. The auto-assignment function of the Colorado interChange shall interface with the benefit plan tables to obtain the Client- and MCO plan-specific information before making an assignment decision. Auto-assignment shall occur only if the Client identified as qualifying for mandatory enrollment does not make an MCO choice within the defined time. Auto-assignment shall be based on other MCO plan unique criteria as defined by the Department, including the maximum number of enrollees for a given time period.

45.4.2. Stage: Implementation Contract Stage II

45.5. Reference #1403: Allow for Configuration of hybrid, Fee-For-Service managed care models as a Health Benefit Plan.

45.5.1. Contractor Approach: The Colorado interChange shall support hybrid Managed Care models where some services are covered under a Capitation payment (or administrative fee). This shall be configured through the Benefit Plan Administration functions. Most benefit plan changes shall be able to be made through the online interChange screens. Specific services shall be able to be "carved-out" of managed care and paid Fee-For-Service (FFS) by creating procedure code groups that are used by the claims engine to determine whether a claim is payable as FFS.

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45.5.1.1. Claims submitted for dates of service within the range of the procedure code segment shall processed according to the update.

45.5.2. Flexible rule Configuration in the benefit plan administration section of the Colorado interChange shall enable the creation of Health Benefit Plans and MCOs in the Colorado interChange that best capture the Department's policy. The following interChange features shall support the Department's enrollment policies:

45.5.2.1. Ability to configure hybrid Fee-For-Service and managed care benefit plans

45.5.2.2. Ability to define different benefit plan groups according to funding source—such as Medicaid or special waiver program

45.5.3. Stage: Implementation Contract Stage II

45.6. Reference #1404: Allow recipients to be exempted or excluded from managed care program enrollment by type of Managed Care Organizations according to Department-specified criteria and consistent with federal and State guidelines.

45.6.1. Contractor Approach: Criteria specific to the Department's policies shall be configured in the system to prevent Client enrollment in an inappropriate type of MCO, or to exempt Clients from managed care enrollment for a specified period of time. These exemptions shall be able to be entered and updated using online panels and will apply to both online and batch enrollment.

45.6.1.1. In addition Colorado interChange shall provide the Department the ability to define Special Conditions that may be used to automatically exclude a Client from a Managed Care program.

45.6.2. Stage: Implementation Contract Stage II

45.7. Reference #1405: Provide for mass enrollment, disenrollment and transfer of Clients between Health Benefit Plans and/or Managed Care Organizations.

45.7.1. Contractor Approach: Mass enrollment, disenrollment, and transfer of Clients shall all be a similar process. In special scenarios, when an entire population of Clients must be reassigned to a different Health Benefit Plan or MCO, the Contractor shall provide special processing to accommodate the change. The system shall support continuous updates to Client eligibility, so mass changes should be rare. For managed care enrollment, the system shall be able to determine future eligibility and store the Client's information to auto-enroll the Client at the correct time.

45.7.1.1. The benefit plan capabilities shall allow the Department to move groups of Clients from one MCO to another or to a FFS arrangement, providing for mass enrollment, disenrollment and transfer of Clients between Health Benefit Plans and MCOs. Colorado interChange also shall prevent enrollment or reassignment of dual-enrollees according to Department-defined criteria.

45.7.2. Stage: Implementation Contract Stage II

45.8. Reference #1406: Allow authorized Colorado interChange users to manually enroll and disenroll a Client into Health Benefit Plans and/or a MCO according to criteria established by the Department.

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45.8.1.1. Contractor Approach: Besides receiving eligibility records from an outside system, interChange shall enable authorized users to manually enroll/disenroll Clients directly through the Contractor's User Interface. After a Client is enrolled through the interChange Client Management business area, the Client shall be assigned the appropriate benefit plan to receive benefits as directed by the Department. Assignment and reassignment capabilities shall be highly automated, and authorized users shall be able to manually override an assignment for case-specific situations.

45.8.2. Stage: Implementation Contract Stage II

45.9. Reference #1407: Provide the ability to automatically reenroll a Managed Care Client into the same Managed Care Organization when the Client has lost eligibility for a defined period of time.

45.9.1. Contractor Approach: An automatic process shall be used to reassign Clients to an MCO after a period of lost eligibility. The standard time frame for automatic reassignment shall be directed by the Department. The Client shall then treated like any other new Client in the system and assigned to an MCO. Colorado interChange users with appropriate security access shall be able to update Client enrollment in real time for immediate changes. The Contractor shall auto-reassign Clients to their previous MCO provider if available and appropriate for their eligibility category and other criteria

45.9.2. Stage: Implementation Contract Stage II

45.10. Reference #1408: Support the ability to retroactively enroll and disenroll a Client or Client group into Managed Care Organization and to identify that the enrollment was retroactively completed.

45.10.1. Provide the ability to Configure varying limits for retroactive enrollment to Client groups defined by the Department.

45.10.2. Contractor Approach: The Colorado interChange shall support the ability to systematically create retroactive enrollments in circumstances such as a birth. It also shall systematically disenroll Clients in circumstances such as death. Retroactive enrollments shall be able to be identified as such by viewing the audit trail.

45.10.2.1. The system shall also retroactively enroll Clients when a correction is made to the Client's eligibility record that qualifies the Client for managed care. Retroactive enrollment shall also apply to circumstances such as a birth that is newly reported to the system. Retroactive dis-enrollment shall be performed in situations such as a death. The Colorado interChange shall be configured to set limits to retroactive enrollment as directed by the Department. The Colorado interChange shall support the ability to retroactively enroll and disenroll a Client or Client group into managed care. Through this process interChange shall support the ability to automatically retroactively make claims adjustments based on such program enrollment changes.

45.10.3. Stage: Implementation Contract Stage II

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45.11. Reference #1409: Support the ability to retroactively enroll and disenroll a Client or Client group into managed care and support the ability to automatically retroactively make claims adjustments based on such program enrollment changes.

45.11.1. Contractor Approach: The system shall retroactively enroll Clients when a correction is made to the Client's eligibility record that qualifies the Client for managed care. Retroactive enrollment shall also apply to circumstances such as a birth that is newly reported to the system. Retroactive dis-enrollment shall be performed in situations such as a death. The Colorado interChange shall be configured to set limits to retroactive enrollment as directed by the Department. The Colorado interChange shall support the ability to retroactively enroll and disenroll a Client or Client group into managed care. Through this process interChange shall support the ability to automatically retroactively make claims adjustments based on such program enrollment changes.

45.11.1.1. Colorado interChange shall support the ability to systematically create retroactive enrollments in circumstances such as a birth. The automated Capitation adjustment process shall generate payments to the managed care provider in the next Capitation cycle after the retroactive enrollment.

45.11.2. Stage: Implementation Contract Stage II

45.12. Reference #1410: Support, generate, and distribute scheduled Client eligibility Maintenance and discrepancy reports (e.g., presumptive eligibility and death reports). Contractor maintains historical reference of discrepancies and their solution within fields in Colorado interChange that are usable for both eligibility and claims/Encounters payment.

45.12.1. Note: Contractor performs and reports on ad hoc Client reconciliation.

45.12.2. Contractor Approach: As part of the update process, Maintenance and discrepancy reports shall be auto generated. The ability to set the eligibility update hierarchy shall apply the Department identified rules when performing the data updates.

45.12.2.1. Colorado interChange shall provide a comprehensive online audit trail to monitor eligibility activity. The audit trail shall identify the source of the update – system or user ID, the date the change was made and the before and after view of the data updated. Colorado interChange shall support the ability to systematically disenroll Clients based on date of death, create retroactive enrollments in circumstances such as a birth or new enrollments related to presumptive eligibility. Based on Department policy, Colorado interChange shall be configured to establish the length of presumptive eligibility.

45.12.3. Various reports shall exist in the base Colorado interChange, including the following:

45.12.3.1. Managed Care Daily Date of Death Change Report—This report lists the Clients whose date of death was changed to a greater date or the date of death was removed.

45.12.3.2. Presumptive Title 19-Presumptive Title 21 Eligibility Overlaid with Other Eligibility—This report provides a list of beneficiaries where P19 or P21 eligibility is overlaid retroactively with another major or dual benefit plan.

45.12.3.3. Medicare Part D MMA File Error Report—The purpose of the report is to provide the Contractor and the State with the information on the MMA enrollment rejected

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records. This report lists the error records received from CMS using the MMA response file. The fields in error and a brief explanation of each error will be listed on this report.

45.12.4.   Stage: Implementation Contract Stage II

45.13. Reference #1411: Contractor shall use a pre-defined set of criteria including priority of data source (e.g., date of death from SSA) and other criteria determined by the Department and the Contractor to resolve discrepancies in Client eligibility.

45.13.1.   Contractor Approach: Colorado interChange shall apply certain updates to Client data based on a source hierarchy or by limiting how updates are applied. If multiple eligibility files are received from different agencies, the files can be processed in ascending order during a nightly cycle so that eligibility from the lowest source is applied first and overridden by eligibility from later sources that are at the top of the hierarchy, while retaining a comprehensive audit trail of changes. For sensitive data, such as Client address or household data for children in foster care, updates shall be restricted to only the appropriate agency while updates from other sources are not applied, as directed by the Department. Certain data elements, such as date of death, shall be applied exclusively from the most trusted and reliable source (such as SSA), as defined by the Department.

45.13.2.   Stage: Implementation Contract Stage II

45.14. Reference #1412: Maintain current and historical records of benefit assignment(s) for Clients.

45.14.1.   Contractor Approach: The Colorado interChange shall store each Client's benefit plan assignments, and program enrollment for a Client—current and historical—shall be available at a glance when an authorized user looks up the Client's record in the Colorado interChange.

45.14.2.   Stage: Implementation Contract Stage II

45.15. Reference #1413: Provide real-time response to Client eligibility and benefit inquiries.

45.15.1.   Real-time responses to eligibility lookup for benefits and services.

45.15.2.   Real-time responses for managed care enrollment/eligibility lookup.

45.15.3.   Operate the inquiry interchange for Client eligibility and enrollment verification.

45.15.4.   Operate an Interactive Voice Response (IVR) system for eligibility inquiries.

45.15.5.   Support switch vendor Client swipe card identity and eligibility verification at the point of service.

45.15.6.   Contractor Approach: The Contractor's Eligibility Verification System (EVS) solution shall include the following features:

45.15.6.1.   Web-based—Providers shall be able to send inquiries and receive responses about Client enrollment through a secure, user-friendly provider portal.

45.15.6.2.   Telephone—Providers shall be able to call in to an Interactive Voice Response system, enter Client data according to prompts, and receive a spoken response about the Client's enrollment.

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45.15.6.3.   Electronic HIPAA transactions—Providers and trading partners (including MCOs) shall be able to send and receive the 270/271 Healthcare Eligibility/Benefit Inquiry and Information Response HIPAA-compliant transactions. The Colorado interChange shall generate a compliant response transaction with Client enrollment data, including MCO enrollment.

45.15.6.4.   Swipe card identity – A swipe card action shall initiate a 270/271 inquiry transaction supported by the interChange Connections solution that includes an enterprise service BUS which acts as a conduit for three flavor of eligibility request by providing Interoperability with the same underlying web service.

45.15.7.   Providers shall be able to submit eligibility verification requests and receive an immediate response through the Interactive Voice Response System, the Healthcare Portal, or by swiping the Client's ID card using the provider's point of service device. Benefit information pertinent to the Client shall be returned, including current eligibility, TPL, managed care provider information, spend-down data, and any other eligibility restriction data. Providers rely on the EVS to verify that they will be paid for rendering services to the Department's Clients.

45.15.8.   Stage: Implementation Contract Stage II

45.16.   Reference #1414: Provide ability for data load staging of ongoing eligibility to produce validation reporting and error logs for reconciliation prior to loading data into Colorado interChange.

45.16.1.   Contractor Approach: The eligibility processing system shall perform extensive editing and verification of data before updating Client data in the system. Specific edits can be created for different interfaces—for example, some types of edits may only apply to files submitted through The Contractor's Healthcare Portal, while others may apply to files submitted through the eligibility vendor.

45.16.2.   Stage: Implementation Contract Stage II

46. CLIENT MANAGEMENT, COMMUNICATION

46.1.   Reference #1415: Contractor generates any communications as may be required by Colorado interChange duties. (e.g., sending Client notices regarding billing issues or decisions (EOBs), service limitations or exceptions, and new programs or other Client related requirements). Colorado interChange can be used to review all services requested and claims/Encounters paid for the Client.

46.1.1.   Contractor Approach: The Contractor shall manage several different methods of Client communication. The Client call center shall manage telephone communications regarding coverage and billing issues.

46.1.1.1.   The Colorado interChange Client Management business area shall generate multiple types of communications including appropriate approval, pending, and denial notices to providers or Clients including denial reason, grievance and appeal rights, and procedures as part of the automatic update processes. These notices shall be generated from the Contractor's correspondence management component the Contractor's letter generation tool. Interaction with the Clients or providers by using the call center shall be tracked using the interChange CTMS module. If hard

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copy documents are sent in such as medical questionaires, the mailroom shall log the entry and the document shall be stored in the EDMS and indexed to the appropriate Client or provider. The Contractor shall produce notifications for large changes, such as the addition of a new healthcare program or a major change in coverage or policy for an existing program. The Client Management section of the Colorado interChange shall enable users to generate and customize letters for Clients. Client data relevant to communications shall be easily accessible in the system. Authorized staff members shall be able to use the Colorado interChange screens to search for claims and Encounters associated with the specific Client and find details of the Client's billing and coverage history.

46.1.2.   Stage: Implementation Contract Stage II

46.2.   Reference #1416: Contractor will generate appropriate approval, pending, and denial notices to providers or Clients including denial reason, grievance and appeal rights, and procedures.

46.2.1.   Contractor Approach: After a provider successfully completes an enrollment request using the Provider Healthcare Portal, the provider shall receive an Application Tracking Number (ATN). The provider shall be able to follow the progress of the enrollment request through the public area of the portal using the ATN. The provider shall be able to see various customizable messages as defined by the Department. For example, the provider shall be able to see that the application is being processed, needing more information, or has been approved.

46.2.1.1.   If a provider reviews the status of their application and has additional questions, the provider shall be able to contact the call center and provide the ATN. The call center staff shall review the status of the enrollment request and work with Provider Enrollment to answer additional questions.

46.2.1.2.   After an enrollment is approved, the provider shall be sent a welcome packet with specific enrollment information, including the provider's effective date with Colorado Medical Assistance and other Department-defined key welcome information. If additional or corrected information is needed to complete the enrollment, the Contractor shall send the provider a letter detailing the application issues and how to resolve them. If a Provider Enrollment request is denied, the Contractor shall generate a notice of denial letter to the provider that will include Department-defined follow-up appeal actions the provider may take.

46.2.2.   Stage: Designed – Implementation Contract Stage II; Implemented – Ongoing Operations and Enhancements

46.3.   Reference #1417: Support electronic, outbound call service, mail, and/or email communication based on Client selected preferences.

46.3.1.   Contractor Approach: The Contractor shall manage several different methods of Client communication. The Client call center shall manage telephone communications regarding coverage and billing issues.

46.3.1.1.   The Colorado interChange Client Management business area shall generate multiple types of communications including appropriate approval, pending, and denial notices to providers or Clients including denial reason, grievance and appeal

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rights, and procedures as part of the automatic update processes. These notices shall be generated from the Contractor's correspondence management component the Contractor's letter generation tool. Interaction with the Clients or providers by using the call center shall be tracked using the Colorado interChange CTMS module. If hard copy documents are sent in such as medical questionnaires, the mailroom shall log the entry and the document shall be stored in the EDMS and indexed to the appropriate Client or provider.

46.3.2.   Stage: Ongoing Operations and Enhancements

46.4.   Reference #1418: Support multiple communications to and from Clients and track and monitor all responses of the communications (e.g., Medical Service Questionnaires (MSQ), Explanation of Medical Benefits (EOMB)).

46.4.1.   Contractor Approach: The Contractor shall manage several different methods of Client communication. The Client call center shall manage telephone communications regarding coverage and billing issues. The Colorado interChange Client Management business area shall generate multiple types of communications including appropriate approval, pending, and denial notices to providers or Clients including denial reason, grievance and appeal rights, and procedures as part of the automatic update processes. These notices shall be generated from the Contractor's correspondence management component the Contractor's letter generation tool. Interaction with the Clients or providers by using the call center shall be tracked using the Colorado interChange CTMS module. If hard copy documents are sent in such as medical questionnaires, the mailroom shall log the entry and the document shall be stored in the EDMS and indexed to the appropriate Client or provider.

46.4.1.1.   Until the Department authorizes the Contractor to use electronic transmissions of EOMB letters and MSQs, the Contractor shall mail those notices in hard copy as directed by the Department.

46.4.2.   Stage: Implementation Contract Stage III

47. CLIENT MANAGEMENT, INFORMATION

47.1.   Reference #1419: Accept and maintain information provided via external data feeds from agencies and other sources.

47.1.1.   Contractor Approach: When accepting external data feeds the eligibility processing logic shall edit and validate incoming records for quality and accuracy before applying to the Colorado interChange database. Edits shall also check data elements against established system codes—for instance, verifying that an agency code exists in the system and does not contain an unknown agency value. Edits shall be set up to reject a single element of the incoming record or the entire record.

47.1.2.   Stage: Implementation Contract Stage III

47.2.   Reference #1420: Maintain historical eligibility data online for Department-defined time period.

47.2.1.   Contractor Approach: Historical assignments shall be maintained on a Client's record as directed by the Department. The Contractor shall store effective and end dates for coverage to allow the Colorado interChange to retain historical eligibility segments that

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are no longer active. If eligibility was entered in error and should no longer be part of a Client's record, a status of "History" shall be applied to the benefit assignment, meaning that it is only maintained for historical purposes.

47.2.2.   Stage: Implementation Contract Stage II

47.3.   Reference #1421: Maintain PAR notifications delivered by the Department's Prior Authorization contractor and store all data used to populate the notification.

47.3.1.   Contractor Approach: The Colorado interChange shall capture and store the PAR data attributes passed to the Colorado interChange from the PA vendor. The Authorization data shall be retained within the Colorado interChange database for record keeping, as directed by the Department.

47.3.1.1.   The Contractor shall maintain PAR notifications. The Contractor shall store associated PAR information needed to populate the notification within Colorado interChange and keep archives of PAR notifications in the image library. Colorado interChange shall allow for a separate PA address in the provider's file. Based on the information in the provider file, Colorado interChange shall generate PAR notifications through the letter generator software, the Contractor's letter generation tool enabling providers to receive timely responses to PARs.

47.3.2.   Stage: Implementation Contract Stage II

47.4.   Reference #1422: Track and maintain records of inquiries regarding Clients' eligibility and provide regular reporting.

47.4.1.   Contractor Approach: The Colorado interChange shall store records of eligibility inquiries, whether submitted by Web Portal, voice response, or EDI. Results shall be able to be queried by the user and filtered by provider ID, Client ID, or transaction date. Additionally, a monthly report shall be generated that displays the provider ID, Client ID, dates of service, and transaction date and time.

47.4.2.   Stage: Implementation Contract Stage II

47.5.   Reference #1423: Provide ability to link and cross-reference Clients within a family or household including relationships (e.g., connect child to a parent, connect with head of household status, or with a household representative).

47.5.1.   Contractor Approach: Clients shall be entered into a "case" in the Colorado interChange system; the case groups Clients into a household, based on information provided by the Department's eligibility system. Cases shall have a unique ID number and users shall be able to conduct searches on the case number. One Client shall be designated as the head of household. Reporting shall be able to be done on a per case basis instead of per Client, depending on business need. The case grouping also shall allow a case head to inquire about benefits for other case Clients. The system shall include safeguards to protect Clients in sensitive eligibility categories such as foster kids or children who were adopted. These Clients in sensitive eligibility categories shall be immediately enrolled in their own case and the case head of their former case shall not be able to access the child's personal information.

47.5.2.   Stage: Implementation Contract Stage II

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47.6.   Reference #1424: Collect and manage additional addresses and other contact information for all Client records, not only head of household.

47.6.1.   Contractor Approach: Client records in the Colorado interChange shall be designed to store multiple addresses and other contact information. This design shall allow the Department to store contact information for different programs and for use in different business processes.

47.6.2.   Stage: Implementation Contract Stage II

47.7.   Reference #1425: Maintain Colorado Medical Assistance program Client waitlists, and special needs lists, for specific benefits or programs.

47.7.1.   Contractor Approach: Software, such as the VITAL platform, shall store data related to Colorado Medical Assistance program Client waitlists and special needs list for specific benefits or programs. This information shall be able to be refreshed into the platform to alert the users of Clients that are eligible for programs.

47.7.2.   Stage: Implementation Contract Stage II

48. CLIENT MANAGEMENT, INQUIRY

48.1.   Reference #1426: Identify for providers, at the point of service, when a Client is enrolled in the Health Benefit Plan, the amount, duration, and scope of benefits. Provide the contact information for the Managed Care Organization, if applicable, and other information, as defined by the Department.

48.1.1.   Contractor Approach: The interChange Connections solution shall include an enterprise service BUS which acts as a conduit for eligibility requests by providing Interoperability with the same underlying web service.

48.1.1.1.   These mechanisms shall provide information about the Client's enrollment in a state healthcare program, state-contracted MCO enrollment (including contact information for the MCO), Medicare enrollment, commercial health insurance coverage, and Copayment.

48.1.2.   Stage: Implementation Contract Stage II

48.2.   Reference #1427: Provide selected Client information back to third parties (e.g., Case Management, CBMS, enrollment broker, Accountable Care Collaborative (ACC) and managed care entities, CHP+, UM vendor, and other parties designated by the Department) including managed care enrollment and benefit package enrollment.

48.2.1.   Contractor Approach: Using interChange Connections, the Contractor shall establish the Colorado specific third-party interfaces. Based on Department criteria, Client related data shall be exported using a SFTP connection. Files shall be posted to an SFTP site with specific files names so the third parties can set up jobs to retrieve the files automatically and process them in their system.

48.2.1.1.   The Colorado interChange shall exchange Client eligibility files with the entities specified by the Department. Updates shall be applied in real time when authorized staff members enter data into a Client record through the web-based User Interface. Updates received in batch transactions shall be processed on a defined schedule which can be configured to run regularly enough to be considered 'near real-time'.

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48.2.2. Stage: Implementation Contract Stage II

48.3. Reference #1428: Support Client access to data elements through the Client Healthcare Portal to meet the requirements of this Contract.

48.3.1. Contractor Approach: The Contractor's Healthcare Portal shall give Clients access to information about their state health benefits and allows for two-way communication between the health plan and the Client. The Client-specific section of The Contractor's Healthcare Portal shall allow state healthcare Clients to register and access their Protected Health Information through HTTPS connection.

48.3.2. Stage: Implementation Contract Stage III

48.4. Reference #1429: Contractor performs Client copay reset processing. Colorado interChange shall track the percentage of the Client's or family's income spent on copays. Colorado interChange shall be able to 'turn off' the Client's copay requirement when the amount paid reaches Department defined limitations for a specified time frame.

48.4.1. Notes: Contractor performs annual Client copay reset processing. The Department will provide the Client or Family federal poverty level (FPL) or income in the eligibility

48.4.2. Contractor Approach: Copayments shall be tracked in the system for cases or households. The Colorado interChange shall be able to cap cost share for a case so that after a certain percentage of a case's income is applied to cost share, Copayments are no longer applied to claims for the Clients in the case.

48.4.3. Stage: Implementation Contract Stage II

48.5. Reference #1430: Provide the ability to uniquely identify the Managed Care Organization associated with an Encounter

48.5.1. Contractor Approach: The Colorado interChange shall store Encounters as if they were another claim type. The transaction history shall have a complete record of the Fee-For-Service and Encounter services for a Client. On each Encounter record, the unique identifier for the Managed Care Organization shall be stamped as a permanent record.

48.5.1.1. Each managed care organization shall be assigned a submitter ID in interChange which they will use to submit their Encounter claims. Just like provider IDs, the submitter ID shall be permanently associated with the Encounter claim.

48.5.2. Stage: Implementation Contract Stage II

49. CLIENT MANAGEMENT, CLIENT HEALTHCARE PORTAL

49.1. Reference #1431: Provide online Client access to real-time information, including enrollment status, eligibility information, and PAR status.

49.1.1. Contractor Approach: Colorado Clients shall be able to access their own information or their dependents in the same eligibility case by using the Client Healthcare Portal for online access. Both routes of inquiry shall provide access to real-time information for the Client, including enrollment status, eligibility, and PAR information.

49.1.2. Stage: Implementation Contract Stage III

49.2. Reference #1432: Provide centralized access for Clients that includes eligibility, PA information, and Claim/ Encounter/Capitation data.

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49.2.1.   Contractor Approach: Clients shall be able to view their own eligibility, PA, and other information through the Contractor Client Healthcare Portal. The Client shall be able to view their information, along with the data for dependents in the same eligibility case, and make updates to personal information that is relevant to their Health Benefit Plan coverage at their convenience. Clients shall have access to the centralized repository of information because the Client Healthcare Portal accesses Colorado interChange for the data request or inquiry. This source of data shall allow the Client to see the same information as their provider.

49.2.1.1.   The Client-specific section of The Contractor's Healthcare Portal shall allow state Clients to register and access their Protected Health Information through HTTPS connection. Clients shall be able to view the following information for themselves and for dependents in the same eligibility case:

49.2.1.1.1.   Applications status

49.2.1.1.2.   Demographic information

49.2.1.1.3.   Eligibility information

49.2.1.1.4.   Prior Authorization information

49.2.1.1.5.   Claims information

49.2.1.1.6.   View and search provider information

49.2.1.2.   Additionally, Clients shall have the ability to update the following information, as directed by the Department:

49.2.1.2.1.   Address

49.2.1.2.2.   Marital status—if newly married, also may add spouse name and address

49.2.1.2.3.   Income change—new or lost income

49.2.1.2.4.   Expense changes—new or expired

49.2.1.2.5.   Number of people in household

49.2.1.2.6.   Indicate that the Client is expecting a child

49.2.2.   Stage: Implementation Contract Stage III

49.3.   Reference #1433: Support secure online Client access to Colorado interChange data, including claims data, EOMBs, and other communications, through the web, based on the user's security profile in accordance with technology policies.

49.3.1.   Contractor Approach: The Client-specific section of the Contractor's Healthcare Portal shall allow authorized Clients to register and access their own information through a secure, online connection. Clients shall be able to view the following information for themselves and for dependents in the same eligibility case, based on their approved security profile:

49.3.1.1.   Claims data

49.3.1.2.   EOMB—PDF

49.3.1.3.   View and search provider information

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49.3.2.   Successful access to the Client Healthcare Portal shall require the Medicaid ID, date of birth, or Social Security number. During registration on the website, each Client shall be required to set up a unique user ID and password and provide an email address. Clients also shall be required to select and answer security questions. When a Client logs in from a public computer, the security questions shall be used to verify the Client's identity. If users forget their password, they shall be able to reset it after answering a security question. The new password shall be emailed to the address provided at registration.

49.3.3.   The Secure Correspondence feature of the Client Healthcare Portal shall facilitate two-way communication between the health plan and the Client. For example, Clients shall be able to inquire about the progress of an appeal using the Secure Correspondence feature. Different types of correspondence shall be assigned to different categories—in this case, "Appeals." Using the correct category shall route the message to the correct the Contractor staff member. Additional relevant information about the appeal—such as the claim number—also shall be included in the Secure Correspondence setup for appeals.

49.3.4.   After the Client sends a Secure Correspondence message, the Contractor shall return a response, and the Client shall be able to continue by adding a second message to the original. The resulting "conversation" shall enable the Client to share additional information and remain updated on the status of the appeal.

49.3.5.   Stage: Implementation Contract Stage III

49.4.   Reference #1434: Provide the ability for the Client to track the progress of their hearing request for appeals through the Client Healthcare Portal.

49.4.1.   Contractor Approach: Clients shall be able to check on the status of their hearing request for appeal through the Secure Correspondence feature of the Client Healthcare Portal. After the Client sends a Secure Correspondence message, the Contractor shall return the response and the Client shall be able to continue by adding a second message to the original one. The resulting "conversation" shall enable the Client to share additional information and remain updated on the status of the appeal.

49.4.1.1.   Clients shall be able to make updates to personal information that is relevant to their Health Benefit Plan coverage, obtain details about their covered benefits and coverage limitations, search for providers, and track hearing requests for appeals in a secure web-based environment.

49.4.2.   Stage: Implementation Contract Stage III

49.5.   Reference #1435: Provide the ability for a Client enrolled in a premium assistance program to track the status of a premium reimbursement (e.g., CHP+ at work, Qualified Medicare Beneficiaries (QMB), HIBI).

49.5.1.   Contractor Approach: The Secure Correspondence feature shall allow a Client to inquire about a premium reimbursement status. This Client Healthcare Portal feature shall facilitate two-way communication between the health plan and the Client, providing the Client with current status of an inquiry securely and privately.

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49.5.1.1.   The Secure Correspondence feature also shall allow Clients to inquire after premium reimbursement status and track the status of grievances.

49.5.2.   Stage: Implementation Contract Stage III

49.6.   Reference #1436: Require a real-time (or near real-time) Client Healthcare Portal to view provider directory information and (recommended) scheduling module to include the ability to send notice to the practice of a cancelation prior to the appointment. It shall be searchable by distance from a location and ideally would have links and/or interfaces to the Non-Emergent Medicaid Transportation (NEMT) Contractor's online transportation scheduling site.

49.6.1.   Contractor Approach: The Contractor Client Healthcare Portal shall provide the functionality for a Client to view the provider directory and search for a provider.

49.6.1.1.   A Client shall be able to search for a provider by location or distance. Within this search, the Client shall be able to search for a specific specialty, as well as other advanced criteria, such as provider name, group name, gender, language. The Client shall also be able to include facility criterion such as ADA compliance, TDD and TTY capabilities.

49.6.1.2.   The Contractor shall transmit a cancellation notice via email to the provider. This will require that the provider register their email address as part of the Provider Enrollment process so that it is known as to where to send messages.

49.6.1.3.   A link shall also be added to the provider directory page to allow the Client to quickly navigate to the NEMT contractor's online transportation scheduling site, if one is available.

49.6.2.   Stage: Implementation Contract Stage II

49.7.   Reference #1437: Provide Clients with an easy-to-view and understand on-line description of their covered benefits and benefit limitations.

49.7.1.   Contractor Approach: Through the Healthcare Portal, the Contractor shall provide Clients access to easy-to-view information outlining their covered benefits and the limitations associated with their specific Health Benefit Plan. Details about the plans shall include the name of the Health Benefit Plan, a brief description of the coverage, and the Department shall be able to add additional detail as desired.

49.7.1.1.   Besides the covered benefits and overall limitation, the Client Healthcare Portal shall display benefit details for the current month, including the following:

49.7.1.1.1.   Coverage limits (services and dollar amounts)

49.7.1.1.2.   Spend-down (including non-claim charges eligible for spend-down)

49.7.1.1.3.   Copayments

49.7.1.1.4.   Coinsurance

49.7.1.2.   Because the portal displays information from the Client's record in Colorado interChange, the information shall be the most current and shall correspond to the information available to the provider.

49.7.2.   Stage: Implementation Contract Stage III

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49.8. Reference #1438: Allow for the online entry of referrals for a Client including tracking and notification, making the referral available for claims adjudication processes.

49.8.1. Contractor Approach: The Contractor shall allow Providers to submit a Client referral to a specialist. This referral shall be recorded in the system and shall be available to be used in the future for claims adjudication. The Contractor shall enhance the PA features in the Provider Healthcare Portal to allow a provider to submit a Client referral much like a PA request.

49.8.2. Stage: Implementation Contract Stage II

49.9. Reference #1439: Include applications enabling Client access to Client EOMBs based on policy and criteria defined by the Department, and allow the Clients to identify services they did not receive.

49.9.1. Contractor Approach: The Client shall be able to view their EOMBs, based on policy and criteria defined by the Department, to verify billed services were in fact rendered. During the Requirements Validation Phase, the Contractor shall determine if modification is necessary to Colorado interChange to provide reporting to meet this need, based on input and direction from the Department.

49.9.2. Stage: Implementation Contract Stage III

49.10. Reference #1440: Allow a Client to view provider availability, provider information, managed care availability, program affiliation, clinic affiliation, and location based on Client benefit profile, location, zip code, or county.

49.10.1. Contractor Approach: The Contractor's Healthcare Portal shall offer customizable look and feel options for the Department to communicate with Clients—giving the Client greater independent action in such functions as selecting a provider. Clients shall be able to help manage their own provider search through the Client Healthcare Portal. Provider search criteria shall include covered Health Benefit Plan, distance, location, provider type, and provider specialty. The search results for a provider shall include the following details:

49.10.1.1. Is the provider accepting new patients?

49.10.1.2. Is the provider an individual or group practice association?

49.10.1.3. Provider's hospital affiliations

49.10.1.4. Provider's specialties

49.10.1.5. Providers board certifications

49.10.2. The portal shall provide configurability to include Colorado-specific requirements and features, including program or clinic affiliation requirements. The provider search function shall be highly flexible and if requirements determination validates the need for modification, additional advanced criteria shall be included according to the Department's needs.

49.10.3. Besides finding a provider, Clients shall be able to select a primary care physician or an MCO using the Client Healthcare Portal. Clients shall be able to select a provider

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from the search results to designate as the primary care physician—for the Client or for a dependent of the Client.

49.10.4. Stage: Implementation Contract Stage III

49.11. Reference #1441: Provide the ability for a Client to report alleged provider Fraud and then generate a workflow process to track, respond and resolve the referral.

49.11.1. Contractor Approach: The Contractor shall produce a design integrating the portal with the workflow component of Colorado interChange during requirements validation sessions. The Contractor shall create a Client-facing function for the reporting of alleged provider Fraud, and incorporate this function into a workflow to automate the process of tracking, responding, and resolving the referral.

49.11.2. Stage: Implementation Contract Stage III

49.12. Reference #1442: Via the Web Portal provide the ability to allow a Client to initiate provider selection and self-enroll in a Managed Care Organization, as well as choose a primary care physician within the plan's network based on policy as defined by the Department.

49.12.1. Contractor Approach: Besides the capability for a Client to find a provider through the secure portal, the Client also shall be able to select and self-enroll in an MCO. The Client shall be able to select a provider from the search results to designate as the primary care physician—for the Client or for a dependent of the Client—after the MCO enrollment. The Contractor shall incorporate policy requirements into the process to allow only valid MCO and primary care physician options and selections, as directed by the Department.

49.12.2. Stage: Implementation Contract Stage III

49.13. Reference #1443: Via the Web Portal provide the ability to allow a Client to submit TPL information, and forward that information via workflow to the appropriate authorized Colorado interChange users.

49.13.1. Contractor Approach: The Client Healthcare Portal shall allow a Client to enter new TPL information or update existing information. The receipt of this information into Colorado interChange shall trigger the TPL Review workflow. The TPL workflow shall be designed for a TPL analyst to validate the policy information and update the Client's MMIS file accordingly.

49.13.2. Stage: Implementation Contract Stage III

49.14. Reference #1444: Provide the ability to allow a Client to enter and view appeals and grievances, including the ability to check status and receive related notifications and alerts via the Web Portal.

49.14.1. Contractor Approach: Clients shall be able to make updates to personal information that is relevant to their Health Benefit Plan coverage, obtain details about their covered benefits and coverage limitations, search for providers, and track hearing requests for appeals in a secure web-based environment.

49.14.2. Stage: Implementation Contract Stage III

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50. CLIENT MANAGEMENT, ELIGIBILITY/ ENROLLMENT

50.1.   Reference #1445: Allow authorized Colorado interChange users to manually enroll Colorado Medical Assistance program Clients whose eligibility is not submitted or received through CBMS.

50.1.1.   Contractor Approach: Colorado interChange shall enable authorized users to manually enroll Clients directly through the Contractor's User Interface. After a Client is enrolled through the Colorado interChange Client Management business area, the Client shall be assigned the appropriate benefit plan to receive benefits.

50.1.1.1.   The users shall be able to create temporary or new Client records within the Contractor's software platform, such as the VITAL platform. In the application, the platform shall relate Client cases to pre-existing Client records.

50.1.2.   Stage: Implementation Contract Stage III

51. PROVIDER MANAGEMENT, ENROLLMENT/ DISENROLLMENT

51.1.   Reference #1446: Support Provider Enrollment, disenrollment, recertification, account Maintenance, and enrollment status via the Provider Enrollment Tool.

51.1.1.   Contractor Approach: The Provider Healthcare Portal shall offer a secure and easy-to-use enrollment wizard that provides options to support enrollment, re-enrollment, disenrollment, and updates to enrollment information. A wizard shall guide the provider through collecting important information for creating the provider record and submitting it to the back-end system. After enrolled and registered, providers shall be able to use the Provider Healthcare Portal to view and update their respective information, including service location addresses, telephone and fax numbers, enrollment data, and other contact and demographic characteristics such as languages spoken at a given location. Information gathered by the Provider Enrollment wizard shall be Configurable at the Department's discretion.

51.1.1.1.   The portal shall capture enrollment information optimized for provider type and taxonomy from initiation through to disclosures with a wizard that guides the provider through collecting important information and online submission, replacing paper-intensive, manually driven processes. After the enrollment application is confirmed, the Provider shall receive a message indicating that the application has been submitted along with a tracking number. This tracking number shall be able to be used by the provider to inquire on the status of the enrollment approval. A confirmation email will be sent to the provider.

51.1.2.   Stage: Implementation Contract Stage I

51.2.   Reference #1447: Provide the ability to accept, manage, and track Provider Enrollment fees including the ability to accept and process credit cards and deposit money in State accounts.

51.2.1.   Note: Any incurred fees will be reimbursed to the Contractor. The Department assumes that any credit card fees are incorporated into the charges to the Provider.

51.2.2.   Contractor Approach: The Contractor shall set up an application collection step as part of the Provider Enrollment process that will allow providers to pay the application fee using check or credit card. The Contractor shall determine final processes for handling

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hardship requests or nonpayment of fees and for transfer of monies to State accounts, based on input and direction from the Department.

51.2.2.1. The Contractor shall collect the applicable application fee before completing enrollment. The application fee shall be applied to the organizations that are not participating in Title XVII of the Act, another state's title XIX or XXI plan, or have not paid the application fee to a Medicare contractor or another state. If the provider is unable to pay the full enrollment application fee, they shall be allowed to submit a hardship request. This request shall require an explanation of why the fee cannot be paid. The Contractor shall set up an application collection step as part of the Provider Enrollment process, which will allow providers to pay the application fee using check or credit card. The Contractor shall determine final processes for handling hardship requests or nonpayment of fees, and for transfer of monies to state accounts, as directed by the Department. The Contractor shall use the Contractor Convenience Pay system to process application fees. If it is determined during the enrollment process that the provider does need to submit an application fee, the provider shall be directed to the Contractor Convenience Pay website. When the provider submits their payment transaction to the Contractor Convenience Pay, the Provider shall receive a confirmation number.

51.2.2.2. The provider shall be directed back to their enrollment screen to put the confirmation number on the application. The Contractor shall verify during the enrollment workflow process that the payment occurred.

51.2.2.3. The Contractor Convenience Pay shall accept EFT payments, and direct debits from either checking or savings accounts.

51.2.3. Stage: Implementation Contract Stage I

51.3. Reference #1448: Track and support any established provider review or survey schedule to ensure providers continue to meet provider eligibility requirements as established by the Department.

51.3.1. Contractor Approach: The Contractor shall establish a provider review schedule and incorporate this within the Colorado interChange system and workflows as needed, as directed by the Department.

51.3.2. Stage: Implementation Contract Stage II

51.4. Reference #1449: Capture changes in Provider Enrollment status.

51.4.1. Contractor Approach: interChange shall capture changes made to a Provider's file, including changes in enrollment status. When a change is made to the provider's file, an audit trail shall be created that details the change made, who made the change, and what was changed. Colorado interChange users also shall be able to see what the data looked like before the change.

51.4.2. Stage: Implementation Contract Stage I

51.5. Reference #1450: Require providers to disclose any conflicts of interest upon Provider Enrollment and revalidation.

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51.5.1.   Contractor Approach: As part of the enrollment and revalidation process, providers shall be required to disclose any potential conflicts of interest with their business associations. Based on Department criteria, the Contractor shall take the appropriate action on disclosure of this information.

51.5.2.   Files regularly submitted to a Provider Enrollment database, such as LexisNexis, shall contain provider information and the names of individuals and entities listed on the disclosure forms, including managing employees and individuals with more than a Department-defined percentage interest in the business. The Contractor shall define a processes for providers with negative information identified during screening to determine whether the provider should be denied enrollment, based upon department criteria.

51.5.3.   Stage: Implementation Contract Stage I

51.6.   Reference #1451: Maintain links to applicable federal and State regulations in the Provider Enrollment Tool.

51.6.1.   Note: Update documentation based on Department requirements.

51.6.2.   Contractor Approach: As a provider begins the enrollment process, a page shall display with the specific State and federal requirements the provider must meet for enrollment. These requirements shall be customized based on the provider type the provider has selected to enroll as. As enrollment requirements change, the Contractor shall revise the posted rules and requirements based on the Department's direction.

51.6.2.1.   The Contractor's Provider Enrollment staff shall be well versed in the State and federal enrollment regulations. Procedure manuals created by the Contractor shall document Department approved procedures for adjudicating enrollments and making provider data file changes. Provider Enrollment clerks shall be trained on the rules and requirements for each provider type and shall use Department approved procedure manuals for adjudicating enrollments and making provider data file changes. The Contractor shall make sure future changes are incorporated into the procedure manuals and also conduct any necessary training.

51.6.2.1.1.   Besides extensive staff training and documented procedures, the Contractor shall have automated workflows and rules that support the enforcement of State and federal regulations.

51.6.3.   Stage: Implementation Contract Stage I

51.7.   Reference #1452: Fiscal Agent Operation staff shall maintain knowledge of all applicable federal and State Provider Enrollment and certification/licensure regulations.

51.7.1.   Contractor Approach: The Contractor's Provider Enrollment staff shall be well versed in state and federal enrollment and certification/licensure regulations. Procedure manuals created by the Contractor shall document Department approved procedures for adjudicating enrollments, disenrollments, revalidations, appeals and making provider data file changes. Provider Enrollment clerks shall be trained on the rules and requirements for their provider types using these Department-approved procedure manuals for adjudicating enrollments and making provider data file changes. The

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Contractor shall make sure future changes are incorporated into the procedure manuals and conduct any necessary training.

51.7.1.1.   Besides extensive staff training and documented procedures, the Contractor shall have automated workflows and rules that support the enforcement of state and federal regulations.

51.7.1.2.   The Contractor shall develop interfaces with regulatory agencies to automate certification and regulatory checks when possible as directed by the Department. For example, the Contractor shall have automated interfaces with federal agencies, as well as state licensing boards, OSCAR/CLIA, and DEA.

51.7.2.   Stage: Implementation Contract Stage I

51.8.   Reference #1453: Record the provider termination and/or denial reason/explanation, as determined by Department business rules, with a searchable reason and explanation.

51.8.1.   Contractor Approach: The Colorado interChange shall track and record provider terminations. The Colorado interChange provider file shall create a record of the provider's termination and reason codes or open text field explanations for the termination. Colorado interChange shall enable users to capture the provider termination or denial reason, as determined by Department business rules, with searchable reason and explanations. Additionally, the end date also shall be captured. The end reasons shall be maintained on the Provider – Related Data – Codes – Enrollment Status panel. Reasons for denial of a specific enrollment application shall be stored on the Application Status Reason panel. The various reasons for denial shall be stored on the Provider - Related Data – Codes – Letter Reasons and Text panel.

51.8.2.   Stage: Implementation Contract Stage I

51.9.   Reference #1454: Support multiple Provider Enrollment "roles" and process Provider Enrollment and contracting, as required by the Department.

51.9.1.   This includes, but is not limited to:

51.9.1.1.   FFS provider

51.9.1.2.   Billing

51.9.1.3.   Rendering

51.9.1.4.   Limited Pay

51.9.1.5.   ACC, Regional Care Collaborative Organization (RCCO) and Primary Care Medical Provider (PCMP)

51.9.1.6.   Primary Care Provider (PCP)

51.9.1.7.   Managed Care Organization

51.9.1.8.   Client as a payee

51.9.1.9.   In-home caregivers

51.9.2.   The capability to perform this requirement through the Provider Healthcare Portal shall be included in this Contract, but any related services for ongoing Fiscal Agent Operations related to increased provider counts are not included and shall be addressed

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in a modification to the Contract. This increase may be included through an Option Letter.

51.9.3.   Contractor Approach: The Colorado interChange shall maintain and support the Provider Enrollment roles requested for this Contract. This shall include multiple Provider types, specialties, and taxonomies in one Provider profile. The Contractor shall collect unique, specific information dependent on the provider enrolling. As the provider completes the Portal enrollment, they shall be prompted to answer specific questions and provide specific information based on the type of provider they are.

51.9.3.1.   For each certified provider type assigned to a provider, interChange shall create a separate service location and internal ID. Then, at the time of enrollment, these provider types and service locations shall be linked together. The information shall link to the one base Provider ID even if the provider has multiple service locations in the system. The Provider Enrollment team shall be able to retrieve a provider profile and view this information.

51.9.3.2.   Colorado interChange shall include the functional capability and flexibility to create Provider IDs for identification purposes for those Providers who may be exempt from payment but who still perform services or for providers who have Department-defined limitations on them. This also shall be available to be used to identify in-home caregivers or Clients as payees.

51.9.3.3.   The system shall identify providers as billing, performing, or both billing and performing. Providers identified as performing only shall be able to perform services, but they shall not be allowed to bill. The Contractor shall create and use provider billing indicators for other unique providers, such as Primary Care Providers.

51.9.4.   Stage: Implementation Contract Stage II

51.10.   Reference #1455: Perform all of the PI Provider Screening functions on managed care entities and their networks as they will be performed for FFS providers enrolling in the Colorado Medical Assistance program (i.e., third party validation functions, LEIE, crimes). Track and support the screening of applications, enrollment status information, and ongoing provider updates, for National Provider Identifier (NPIs), State licenses, Certifications, Specialty Board certification as appropriate, review team visits when necessary, and any other federal and State Requirement.

51.10.1.   Note: The Department will only implement this requirement if the Department mandates that managed care entities and their networks enroll in the Colorado Medical Assistance program using the Contractor's Provider Enrollment Tool.

51.10.2.   The capability to perform this requirement through the Provider Healthcare Portal shall be included in this Contract, but any related services for ongoing Fiscal Agent Operations related to increased provider counts are not included and shall be addressed in a modification to the Contract. This increase may be included through an Option Letter.

51.10.3.   Contractor Approach: The Contractor shall screen applications according to State and Federal rules. The Contractor shall follow these rules so that only legitimate providers are allowed to participate in Medicaid.

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51.10.3.1.   Screening of providers shall include screening of all of the following:

51.10.3.1.1.   State and federal sanctions

51.10.3.1.2.   NPI validation

51.10.3.1.3.   License/certification validation

51.10.3.1.4.   Specialty board certification

51.10.3.1.5.   Civil and criminal background checks

51.10.3.1.6.   On-site visits

51.10.3.1.7.   Deceased status

51.10.3.1.8.   Medicare verification

51.10.3.1.9.   Address verification

51.10.3.1.10.   Tax Number Information (IRS TIN or Social Security number)

51.10.3.2.   The Contractor shall use a database, such as LexisNexis to conduct screening functions on providers as well as managed care entities and their networks if the Department mandates managed care entities and networks enroll in the Colorado Medical Assistance program. The Contractor shall establish automatic interfaces to the database to conduct these types of screenings and use provider information and the names of individuals and entities listed on the disclosure forms, including managing employees and individuals with more than a State-defined percentage interest in the business. The Contractor shall define processes for providers with negative information identified during screening to determine whether the provider should be denied enrollment, based on Department input and direction.

51.10.3.3.   The Provider Enrollment solution and framework shall use rule based workflow to establish consistency and control in the enrollment process.

51.10.4.   Stage: Implementation Contract Stage II

51.11.   Reference #1456: Provide a limited-purpose Provider Enrollment process to track formal out-of-state providers.

51.11.1.   Contractor Approach: When an Out of State (OOS) provider contacts the Department and the Contractor for enrollment information, the Contractor shall direct the Provider to the online Provider Enrollment Tool on the portal. When the OOS provider begins completing the enrollment information on the portal tool, they shall have an option to choose "Out-of-State Provider."

51.11.1.1.   The OOS provider shall then be directed through a simplified enrollment process, gathering only the Department-required data needed for claims processing. The OOS provider's application shall route through a software workflow, such as the K2 blackpearl workflow, for Provider Enrollment and be processed by the Contractor Provider Enrollment clerks according to Department-approved processes. If the OOS provider application is approved, the provider shall be added to the Colorado interChange provider file with an effective and end-date based on the provider-submitted data and Department requirements. The provider shall be sent OOS provider-specific materials with billing and coverage information.

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51.11.1.2.   If additional information is required to process the OOS application, a follow-up letter shall be generated using workflow and the Contractor's Exstream with additional information for the provider. The Contractor shall use the existing capabilities of interChange and the Provider Healthcare Portal to create a controlled, efficient process for enrolling this unique subset of providers.

51.11.1.3.   The Contractor shall develop an out-of-state (OOS) enrollment process for these providers, based on Department direction.

51.11.2.   Stage: Implementation Contract Stage I

51.12.   Reference #1457: Provide provider outreach and communications approved by the Department to give providers enrollment information as needed through the Web Portal.

51.12.1.   Contractor Approach: Communicating enrollment status to providers shall be accomplished by using features of the Provider Healthcare Portal and automation within Colorado interChange. If additional or corrected information is needed to complete the enrollment, the Contractor shall send the provider a letter detailing the application issues and how to resolve them. If a Provider Enrollment request is denied, the Contractor shall generate a notice of denial letter to the provider that will include any Department-defined, follow-up appeal actions the provider may take.

51.12.2.   After an enrollment is approved, the Provider shall be sent a welcome packet with specific enrollment information, including the Provider's effective date with Colorado Medical Assistance. The Provider welcome packet shall include details for the provider regarding establishing a secure Provider Healthcare Portal account, information regarding online tutorials, and information on essential provider communications.

51.12.3.   While an enrollment is in process, Providers shall be able to use the portal to view the status. After a provider successfully completes an enrollment request using the Provider Healthcare Portal, the provider shall receive an ATN. If a provider reviews the status of their application and has additional questions, the Provider shall be able to contact the call center and provide the ATN. The call center staff shall review the status of the enrollment request and answer additional questions.

51.12.4.   The Provider Healthcare Portal shall have the capability to publish providers communications approved by the Department on various topics including Provider Enrollment. The information shall be published in a variety of ways, as determined by the Department. The Contractor shall add supporting enrollment documents under the resources tab on the secure portal, as directed by the Department.

51.12.5.   Stage: Implementation Contract Stage I

51.13.   Reference #1458: Update documentation based on Department requirements.

51.13.1.   Contractor Approach: The Contractor shall define, document and gain approval for enrollment procedures, based on input and direction from the Department.

51.13.1.1.   The Contractor shall develop and maintain operational documentation for the processes based on provider type. This operational documentation shall reside in the Contractor's Enterprise SharePoint solution. The Contractor shall revise documentation as needed and revisions will gain approval from the Department

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before being implemented and posted in the Contractor's Enterprise SharePoint solution site.

51.13.1.2. The Contractor shall make revisions to approved documentation based on Department requests and input. The Contractor shall follow the prescribed submission, review, and approval process within the Communication Management Plan.

51.13.2. Stage: Implementation Contract Stage I

51.14. Reference #1459: Produce notices through the Provider Enrollment Tool to notify applicants of pending status, approval, or rejection of their applications.

51.14.1. Contractor Approach: When a provider completes their enrollment application through the portal, the Contractor shall create an ATN. The provider shall be able to use the ATN to check on the status of the enrollment request at any time using the portal. The Contractor shall develop a set of status codes the provider can receive when doing a status inquiry.

51.14.1.1. Additionally, when a provider is approved, the Contractor shall automatically generate a welcome letter to the provider letting the provider know their approval effective date as well as any other pertinent data.

51.14.1.2. If more information is required to process the enrollment, the Contractor shall generate a follow-up letter using the Contractor's letter generation tool requesting the additional or corrected information. If a provider is denied enrollment, the Contractor shall generate a rejection letter along with any state approved instructions for appeal.

51.14.2. Stage: Implementation Contract Stage I

51.15. Reference #1460: Inform third parties of provider terminations.

51.15.1. Note: Provide notice to Medicare, other states and to other parties as directed by the Department and ACA Provider Screening Rule.

51.15.2. Contractor Approach: The Contractor shall develop a process to notify outside parties of specific provider terminations.

51.15.2.1. The Contractor shall prevent the enrollment of abusive or fraudulent entities and individuals. To do this, the Contractor shall inform third parties of provider terminations. The Contractor shall have several interfaces to third parties, such as CMS' Medicaid and Children's Health Insurance Program State Information Sharing System (MCSIS) and the Medicare Exclusion Database (MED). The Contractor shall use MCSIS to upload and download information regarding Sanctioned providers.

51.15.3. Stage: Implementation Contract Stage I

51.16. Reference #1461: Provide the ability to manage relationships to other Medicaid provider IDs for the same provider (e.g., multiple provider roles, numbers used before the NPI was established, erroneously issued prior numbers, multiple NPIs for different subparts). Captures/crosswalks subpart NPIs used by Medicare (but not Medicaid) to facilitate Coordination of Benefits claims/Encounters processing.

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51.16.1. Contractor Approach: The Contractor shall provide the ability to link and delink to other provider IDs for the same provider, such as numbers used before the NPI was established, erroneously issued prior number, multiple NPIs for different subparts, and similar situations. Subpart NPIs shall be stored on the Provider IDs panel in interChange. The system shall include the capability to link multiple locations to a single base provider ID at the time of enrollment.

51.16.2. Stage: Implementation Contract Stage II

51.17. Reference #1462: Maintain current and historical record of multiple address and license capabilities for providers.

51.17.1. Contractor Approach: Colorado interChange shall allow the Maintenance of multiple license information as well as up to five different types of addresses on a standardized transaction, including practice location, mail to, pay to, PA, and home office addresses. As changes are made to either license or address information, the historical information shall be retained with the provider record.

51.17.2. Stage: Implementation Contract Stage I

51.18. Reference #1463: Support multiple provider email addresses.

51.18.1. Contractor Approach: Colorado interChange shall store multiple email addresses on a provider's file, including each provider location—such as physical address or payee address. Providers shall be able to change these email addresses using their demographics page on the secure Provider Healthcare Portal.

51.18.2. Stage: Implementation Contract Stage I

51.19. Reference #1464: Provide automated verification/validation of provider email address(es).

51.19.1. Contractor Approach: As part of the Provider Enrollment process, the Contractor shall have an automated verification of email addresses supplied in the provider's enrollment information.

51.19.1.1. As part of the Provider Enrollment workflow process, Colorado interChange shall send out an automated email to the addresses within the Provider Enrollment file and then hold the enrollment in the work queue waiting for a response from the provider. The enrollment shall wait in queue for the Provider to click on a link in the email that creates a related form that will match up with the held enrollment document (based on the ATN). When completed, the enrollment shall move out of the hold queue and continue processing. If, after a Department-defined period, no validation occurred, the Contractor shall generate a physical letter to the provider indicating that the email information has not been verified and outline the next steps to remedy the issue.

51.19.2. Stage: Implementation Contract Stage I

51.20. Reference #1465: Provide the ability to interface and capture necessary data from relevant federal and State databases, in accordance with the ACA Provider Screening Rule +G474.

51.20.1. Contractor Approach: The Contractor Colorado interChange solution shall be compatible and compliant with ACA Provider Screening Rule G474 and has interfaces with necessary federal and State databases.

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51.20.1.1.   A data service from a provider database, such as LexisNexis, shall be used to meet the requirements of Rule 6028 of the ACA for provider credentialing and background checks. The Contractor shall use the provider database to pull information from a large database of public and proprietary records to give a detailed view of individuals or businesses and their history. The Contractor shall use this service to aid in the investigation process by quickly identifying Fraud and other incidents within the last five years that involve the owners, indirect owners, and managing employees.

51.20.2.   Stage: Implementation Contract Stage II

51.21. Reference #1466: Upload Sanctioned, terminated, exclusions and other required information to federal databases, in accordance with ACA Provider Screening Rule.

51.21.1.   Contractor Approach: During the DDI the Contractor shall identify the specifics around the upload Sanctioned, terminated, exclusions and other required information to federal databases, in accordance with ACA Provider Screening Rule, as directed by the Department.

51.21.1.1.   The Contractor shall use data from various resources supplied through LexisNexis to screen and validate provider credentials. The Contractor's provider database, such as LexisNexis, interface and upload shall include information from federal Sanction databases such as LEIE and EPLS. During DDI the Contractor shall determine applicable Sanction databases that require an interface and upload process based on Department input and direction.

51.21.2.   Stage: Implementation Contract Stage II

52. PROVIDER MANAGEMENT, CLAIMS RELATED

52.1.   Reference #1467: Capture providers and associated Encounter Data received from the managed care plan with each provider.

52.1.1.   Contractor Approach: The Colorado interChange provider file shall be used by the Colorado interChange claims engine to process claims and Encounters. The provider data associated with those claims and Encounters shall be captured during processing by Colorado interChange.

52.1.2.   Stage: Implementation Contract Stage II

52.2.   Reference #1468: Provide the ability to prevent providers from submitting or getting paid for claims/Encounters or verifications successfully unless the provider is actively enrolled in Colorado interChange. There is a need for exception criteria to the general rule with regard to report retrieval by entities who are not enrolled as billing providers.

52.2.1.   Contractor Approach: The Colorado interChange provider file shall be used by the Colorado interChange claims engine to process claims and Encounters. If a Provider is not eligible for a Date of Service, the claims engine will deny the claim. Additionally, if the Provider is not enrolled, the Provider shall not be allowed access to process verifications or other secure transactions. The Contractor shall define and develop this exception process during the DDI phase, based on input and direction from the Department.

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52.2.2.   Stage: Implementation Contract Stage II

52.3.   Reference #1469: Accept, validate, and process transactions or user entries to update and maintain provider information.

52.3.1.   Contractor Approach: Internal users shall have access to specific provider data management Web pages to process enrollments or other needed changes to the provider's record. The UI feature of Colorado interChange, shall allow users to easily navigate to what they need when they need it. Colorado interChange users shall be able to add web pages to their Favorites list.

52.3.1.1.   Colorado interChange shall capture an audit trail of changes and updates made to provider data for a time period specified by the Department. Colorado interChange shall have an audit trail of revisions that shows the historical information before the change, when the change was made, and the clerk ID (which could be the Contractor's staff person ID or the ID of a provider making a change using the portal).

52.3.2.   Stage: Implementation Contract Stage I

52.4.   Reference #1470: Enable providers to submit, inquire, and adjust claims/Encounters electronically.

52.4.1.   Contractor Approach: Providers shall have multiple methods of submitting claims to Colorado Medical Assistance with the Colorado interChange. Providers shall be able to submit 837-compliant transactions through billing vendors or their own approved transactions. Additionally, providers shall be able to submit, adjust, and inquire about claims or Encounter statuses through the Provider's secure portal account.

52.4.1.1.   Providers shall be able to choose to submit the claim through direct data entry on the portal.

52.4.1.2.   Colorado interChange users who have been granted claims access on their secure portal account shall be able to access the claims section of the portal and click the appropriate link for their desired claim format. The user shall be presented with a blank input format that meets HIPAA 837 requirements in a user-friendly interface. The user enters the claim data and clicks "submit."

52.4.1.3.   Colorado interChange shall support electronic transaction exchange by using the Contractor's Electronic Data Interchange (EDI) solution, Connections. This approach shall support the input and output of electronic transactions in HIPAA-compliant formats. As a result, providers shall be able to submit claims and transactions in the method that they find most convenient. The Provider Healthcare Portal shall support submission of the electronic transactions covered under HIPAA in the approved HIPAA transaction formats and code sets. The Contractor shall provide the ability to handle individual claim submission or batch files from any HIPAA submission method, through the Web Portal or direct Internet exchange. The claim submission shall include both new claims as well as replacements/voids.

52.4.2.   Stage: Implementation Contract Stage II

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52.5.   Reference #1471: In addition to the electronic transaction, support the ability for providers to generate and retrieve a human readable view of the 835 transaction information in the Web Portal.

52.5.1.   Contractor Approach: The Contractor shall supply a remittance advice (RA) in an electronic format for providers to access on their secure portal account. The portal shall provide electronic RAs to providers through their secure portal accounts when at least one claim, adjustment request, or financial transaction is processed. An RA shall be generated regardless of how a claim or adjustment is submitted electronically or on paper. RAs shall be accessible to providers in a text (.txt) or Comma-Separated Values (CSV) format using their secure portal accounts. This shall give providers multiple options for working with their RAs, including import of CSV files into popular spreadsheet programs such as Microsoft Excel.

52.5.1.1.   When the payer system returns the list of payments, the list shall include check and electronic payments that meet the search criteria. Additionally, although neither a check nor an electronic payment is made, financial activity that results in a net zero payment to a provider also shall be included in the results. Because this capability presents payment information electronically, it shall be data-content–compliant with the HIPAA 835 transaction regulation. Only data that exists on the 835 shall be displayed.

52.5.2.   Stage: Implementation Contract Stage II

52.6.   Reference #1472: Maintain identifiers for designating providers who are allowed to submit paper claims or are using electronic claims/Encounters submission.

52.6.1.   Contractor Approach: The Colorado interChange provider subsystem shall contain an EDI indicator that is flagged for providers who are approved to submit electronic claims or Encounters. If a provider is flagged, they shall be able to submit paper or EDI claims. If a provider does not have the EDI indicator flagged, they shall only be able to submit paper claims.

52.6.1.1.   The Form Edit process shall be the first step in claims processing through the rules engine. Rules shall be able to be configured to deny paper claims from certain providers or provider types at the Department's discretion. The Colorado interChange shall include an EDI Restricted indicator on the Provider Other Data panel that identifies whether a provider has been restricted from billing electronically. Additionally, when a provider designates their trading partner in the EDI subsystem, EDI shall update the 835 Data on the Provider Other Data panel.

52.6.2.   Stage: Implementation Contract Stage II

52.7.   Reference #1473: In addition to the electronic transaction, support the ability for providers to generate and retrieve a human readable view of the Prior Authorization status and service detail information in the Web Portal.

52.7.1.   Note: As close to real time as possible.

52.7.2.   Contractor Approach: The View Authorization Status page of the Healthcare Portal shall allow providers to view at a glance the status of their Authorizations on a real-time basis, as requests are being processed. Information shown in the summary page

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shall include Client ID, tracking number, Authorization type, Authorization service dates, status, requesting provider, and servicing provider. Portal users shall have the ability to select a specific Authorization in the summary list to view details, including diagnosis information, remarks/notes, and the number of remaining units for a given approved service line based on claims activity. Colorado interChange users shall be able to create and view a PDF of submitted PAs. The PDF shall have the ability for the user to print or save the document for future reference. Colorado interChange users also shall be able to see a PDF version of a PA as soon as it is submitted.

52.7.2.1.   When inquiring on Authorization requests, Providers shall be able to access a "Dashboard" view, which immediately presents them with a list of their most recent Authorization requests and the at-a-glance status. The portal shall also provide a search feature that allows a provider to request Authorization information based on Authorization ID or tracking number, Authorization type, Client information, servicing or referring provider, or date range.

52.7.2.2.   Providers shall be able to view a list of Authorizations matching the request criteria and Drill-Down and view details about the Authorization including the number of authorized units, the number of units used, and the number that remain. Providers who need to retrieve a copy of the PA determination shall be able to select the PDF copy of the decision notice letter associated with that PA request.

52.7.3.   Stage: Implementation Contract Stage II

52.8.   Reference #1474: As acceptable under HIPAA privacy regulations, enable providers to receive information on Clients they serve (e.g., eligibility, PAs, service history, accumulators of service history, TPL, Primary Care Providers, benefits and restrictions, Copayments) in the Web Portal.

52.8.1.   Contractor Approach: Healthcare Portal users shall be granted access to Client information as directed by the Department. Initially, the Contractor shall accept applications from providers to create a secure Provider Healthcare Portal account. When established, the provider shall be able to create a portal administrator who is responsible for creating users within the organization. Colorado interChange users shall be granted access to portal functions, in accordance with criteria and requirements determined by the Department. Access shall be role-based, meaning that the Provider Healthcare Portal administrator may limit a user to one portal function, multiple functions, or all functions. If users have been granted access, they shall be able to retrieve various information, including the following:

52.8.1.1.   Current-day eligibility

52.8.1.2.   Future-date eligibility (as defined by the Department)

52.8.1.3.   Historical eligibility

52.8.1.4.   Prior Authorizations including usage and availability of service units

52.8.1.5.   Claims information including service history information Medicare information

52.8.1.6.   TPL information

52.8.1.7.   Managed care information

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52.8.1.8.   Benefits and restrictions

52.8.1.9.   Copay, program information

> The Provider Healthcare Portal shall deliver secure access to eligibility coverage details—such as eligibility status, scope of coverage, and coverage type. The portal shall include a user-friendly display of information returned within the HIPAA 271 transaction data content.

52.8.2.   Stage: Implementation Contract Stage II

52.9.   Reference #1475: Enable providers to search for and retrieve service specific information that have limitations including Prior Authorizations through the Web Portal.

52.9.1.   Contractor Approach: The Contractor shall implement a coverage index tool on the Provider Healthcare Portal to assist providers with coverage and limitations. This tool shall show coverage information including the following:

52.9.1.1.   Covered procedure codes

52.9.1.2.   Service limitations, such as frequency

52.9.1.3.   Service location limitations

52.9.1.4.   Any Copayments

52.9.1.5.   Prior Authorization requirements

52.9.1.6.   Other Department-defined limitations

52.9.2.   Providers shall be able to search the index in multiple ways, including the following:

52.9.2.1.   Healthcare program

52.9.2.2.   Service area

52.9.2.3.   Benefit group—such as CPT or HCPCs codes

52.9.2.4.   By specific procedure code

52.9.2.5.   Description

52.9.2.5.1.   Information—including covered services; coverage limitations; service usage; spend-down information; primary care physician; managed care assignment; long term care (LTC) information; EPSDT information; service periods; and other insurance information—shall be displayed based on their availability within the back-end system.

52.9.3.   Stage: Implementation Contract Stage II

53. PROVIDER MANAGEMENT, COMMUNICATION

53.1.   Reference #1476: Maintain and staff a provider communications/relations function including, but not limited to, toll-free lines, email communications, webinar communication, toll-free fax communication. Provide a message information provider about hold/wait time.

53.1.1.   Contractor Approach: The Contractor shall develop, implement, and operate a provider call center with toll-free access for voice and fax communication, to assist providers as

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they interact with the Colorado Medicaid Program. A provider assistance email box shall be established and monitored by designated customer service staff.

53.1.1.1. The Contractor's provider call center staff shall be knowledgeable with Colorado Medicaid-covered services. The team shall receive initial and ongoing training to be aware of changes to program policy and Enhancements to the interChange transfer system.

53.1.1.2. The Contractor shall use Commercial Off-The-Shelf (COTS) products to provide call center technology solutions, such as the following:

53.1.1.2.1. Computer Telephony Integration (CTI)—Otherwise known as screen-pop technology, CTI takes the NPI entered by the provider in the automated voice response system (AVRS) and integrates it with the Colorado interChange.

53.1.1.2.2. Avaya Call Management System—A call center statistics tool built into Avaya's telephony product allows for reporting of hundreds of call center statistics. Reports shall be available in real time, daily, weekly monthly, annually, or in 30-minute intervals. The Contractor shall create reports as needed by the Department and the Call Center Management team.

53.1.1.2.3. NICE Quality Management—This Quality Assurance and call-recording tool provides voice recording and real-time monitoring. This tool shall enable the Contractor to develop helpful and focused communications and training for providers.

53.1.1.2.4. Verint Systems (formerly Blue Pumpkin)—This work force management tool provides scheduling and real-time adherence reporting for call center agents.

53.1.1.2.5. Genesys IVR—The Colorado MMIS AVRS automatically answers Client and provider inquiry calls 24 x 7, except for Department-approved and scheduled Maintenance downtime. When Clients need additional information, they shall be able to speak with a call center agent during regular business hours. Providers can make unlimited calls into the AVRS or to the call center for assistance.

53.1.1.2.6. NICE Real-Time Integration (RTI)—This desktop consolidation tool provides integration at the desktop level between separate systems, windows, or programs. The tool shall be programmed to pull data needed to answer the most commonly asked caller questions from separate windows into one consolidated view.

53.1.1.2.7. The Contractor shall staff accordingly to meet the hours of operation and answer rates the Department outlines. This shall include strategic scheduling using a work force management and scheduling software to support proper staffing during breaks and lunch times. The Contractor also shall provide IVR features to collect caller information and provide self-service capabilities.

53.1.2. Stage: Implementation Contract Stage II

53.2. Reference #1477: In conjunction with the Department, develop and maintain provider publication formats/updates and content.

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53.2.1. Contractor Approach: The Contractor provider communications shall be able to take on various formats that, while different, serve to deliver a consistent message to the Colorado provider community. The Contractor shall produce easy-to-understand provider publications—from newsletters and billing manuals to policies and procedures—that also are legally sound and risk-averse, and the Contractor shall follow industry best practices and look for cost effective opportunities to distribute publications. The Contractor also shall develop a stylebook for common acronyms and grammatical usage, based on Department input and direction. The Contractor shall have revisions to the stylebook and themes approved by the Department before they are implemented.

53.2.1.1. The Contractor implement the following communication tools:

53.2.1.1.1. Provider Bulletins—Provider bulletins shall be developed with Department and the Contractor content experts. The Contractor shall define review and approval routing processes to make sure that outgoing Bulletins meet state expectations.

53.2.1.1.2. Provider Manuals— the Contractor shall apply best practices for publication production by writing provider manuals and updates using templates and boilerplate text approved by the Department. By using standard templates, the Contractor shall make sure that the Contractor develop and write policy manuals and manual updates better and faster, with a consistent look and feel.

53.2.1.1.3. Email messaging—Through the email subscription function on the Provider Healthcare Portal, providers and other interested parties shall be able to register to receive email notifications of new provider publications.

53.2.2. Stage: Implementation Contract Stage II

53.3. Reference #1478: Maintain information on professional relationships furnished by providers to other entities, such as groups, managed care entities, chains, networks, ownerships, and partnerships, and managing employees, between individual providers, practices, and billing organizations within Colorado interChange.

53.3.1. Contractor Approach: Colorado interChange shall track relationships between entities within the provider subsystem to verify the relationships are fully defined. The Group Web page in Colorado interChange shall allow users to set up relationships between individual providers and practices, locations, and billing organizations they are associated with. These associations shall have effective and end dates placed on them as provider relationships change, as appropriate or as directed by the Department.

53.3.1.1. The Contractor shall provide a robust system and offer a single provider data repository with current provider demographic, certification, rate, and summary financial information. Ownership information shall be obtained through the Provider Enrollment process and stored in the provider database tables. The Provider Enrollment process shall require the disclosure of ownership and the percentage of ownership. This shall include individual owners, entities, subcontractors, board of directors, and management companies. The web application shall provide an easy method for providers to update the ownership

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information. During processing of the web application, the tax ID shall be used to verify if an owner already exists or if a new segment should be added.

53.3.2.   Stage: Implementation Contract Stage II

53.4.   Reference #1479: Provide authorized Colorado interChange users online access to edit and publish all provider publications (e.g., manuals, bulletins, billing instructions, notices, and subsequent updates).

53.4.1.   Contractor Approach: The Contractor shall maintain the communications area of the portal and provide publication rights to Department-approved users. Approved users shall be able to publish provider communications, such as bulletins, billing instructions, and other notices. The Contractor shall define publication and editing styles and standards and publication time frames and windows, based on input and direction from the Department.

53.4.2.   Stage: Implementation Contract Stage II

53.5.   Reference #1480: Provide subscription options for provider communication delivery.

> Note: This gives providers the options to choose what publications they wish to receive via email and the ability to subscribe and unsubscribe through their user profile.

53.5.1.   Contractor Approach: Subscription capability on Provider Healthcare Portal shall allow providers to receive email notifications of new provider publications. Colorado interChange users shall have multiple options to select the types of program materials they want to receive. Colorado interChange users shall be able to at any time update their preferences, change their email address, or cancel their subscription.

53.5.2.   Stage: Implementation Contract Stage II

53.6.   Reference #1481: Archive historical provider publications in a searchable area accessible to the Department staff.

53.6.1.   Contractor Approach: As a publication is posted to the Communications page on the Healthcare Portal, the Contractor also shall archive a copy on the Contractor's Enterprise SharePoint solution site developed for communications. This site shall be available to Department and the Contractor staff members and shall have an interface that allows for searches within the archived communications.

53.6.2.   Stage: Implementation Contract Stage II

53.7.   Reference #1482: Provide the ability to automate communications with providers (e.g., automate the letter to notify the provider of both involuntary and voluntary termination).

53.7.1.   Contractor Approach: As part of the provider subsystem workflow process for provider terminations, Colorado interChange shall automatically generate a letter to the provider when a termination occurs. The system shall use an online letter generation template that allows notification letters to be updated as business needs dictate. The notification letter shall also include free-form text comments, allowing analysts to include additional information if necessary. The Contractor shall define the contents of letters for voluntary and involuntary terminations, based on input and direction from the Department. The letter also shall contain appropriate follow-up the provider may take.

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53.7.1.1.   The Provider Healthcare Portal shall allow the Department to electronically communicate technical issues that would prevent users from performing tasks within the Provider or Client Healthcare Portals. Date-sensitive broadcast messages shall be configured to display in the portal to immediately notify users of upcoming changes or important announcements, as directed by the Department. The Provider Healthcare Portal shall make important notices, alerts, or banner messages available to providers for Configurable periods or at log on. These messages shall be targeted to individual providers, specific provider groups, or system-wide and shall require acknowledgment by providers and their delegates so the messages are displayed only once, as directed by the Department.

53.7.1.2.   This function shall enable administrators to create and maintain one-way broadcast messages that can be displayed on the Provider Healthcare Portal. The message shall be broadcast on the secure home page, public welcome page, or both pages as directed by the Department.

53.7.1.3.   The Provider Healthcare Portal shall allow a provider to subscribe for email notifications generated from the payer system. This portal feature shall support back-end processing to verify the desired notifications are being delivered to the appropriate providers at the accurate email address. The number and type of notification categories available shall be Configurable by the Client and shall be in line with current notifications generated on the backend.

53.7.2.   Stage: Implementation Contract Stage III

53.8.   Reference #1483: Support desktop mail merge functionality. Allow authorized Colorado interChange users to easily export Colorado interChange information on Clients and providers so that it can be merged into template letters and forms to communicate with Clients, providers, and others as directed by the Department.

53.8.1.   Note: This requirement is to allow for the ability to export data to allow the Department to produce Custom letters or forms using a desktop application such as Microsoft Word, outside of Colorado interChange letter generation solution.

53.8.2.   Contractor Approach: The Contractor shall implement the desktop mail merge capability referenced in this requirement. Requirements validation shall be conducted to fully understand the Department's needs and standardize the data structure for the files to be exported. The Colorado interChange User Interface shall be modified to implement capability that will allow an authorized user to export Client and provider data in comma separated (CSV) format for mail merge. The Contractor acknowledges there is some risk to private information inherent in this capability (since users shall be able to potentially mass export Client and provider data) and shall implement system security and business process steps required to mitigate this risk in the operations phase.

53.8.2.1.   Colorado interChange users shall be able to export data collected from online reports in various formats. This shall include exporting the data as an Excel or CSV file. These file formats shall then be able to be merged in to word processing templates for customized communications with providers, Clients, and other entities.

53.8.3.   Stage: Implementation Contract Stage III

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53.9. Reference #1484: Provide the ability to target specific provider groups with communications (audience and timing), per Department requirements.

53.9.1. Contractor Approach: During development of a given communication, the Contractor shall define the audience and timing for the publication, based on input and direction from the Department. The Contractor shall target the communication only to the identified audiences. For example, email notifications sent out on the communication shall be targeted only to those email subscribers who identified as wanting to receive the communication.

53.9.1.1. For any paper mailings, the Contractor shall extract only addresses for the Department-approved provider types and specialties for a given mailing. The extract shall be delivered to the Department for final approval before production and mailing.

53.9.2. Stage: Implementation Contract Stage II

53.10. Reference #1485: This requirement intentionally deleted.

53.11. Reference #1486: Collect, maintain, and report Client feedback on providers.

53.11.1. Contractor Approach: The Contractor shall provide an online survey tool, such as SurveyMonkey, to host and disseminate Client and Provider surveys. Surveys shall be completely Configurable across 15 different types of question formats—such as radio button, scales, multiple choice, and open-ended narratives. Surveys shall be custom-branded with State of Colorado colors and logos. Survey participants shall be sent a customizable link. Survey parameters shall be able to be set to allow only one response or multiple responses from a single workstation and with other parameters, as determined by the Department. The Contractor shall provide access to the survey tool's reporting and analytic services. The reporting and analytics to which the Contractor provides access shall be database-driven, meaning results shall be able to be sorted and parsed in countless ways. The results shall be available in various formats—such as Excel files or PDF—and shall be supplied to agencies and Department staff members as directed.

53.11.1.1. The Contractor shall enlist the web-based survey tool to collect, maintain, and report Client feedback about providers. The surveys shall be custom-branded with Department information. Survey participants shall be sent a customizable link. Survey parameters shall be set to allow only one response or multiple responses from a single workstation and with other parameters, as determined by the Department. The Contractor shall provide access to the survey tool's reporting and analytic services. The reporting and analytics to which the Contractor provides access shall be database-driven, meaning results shall be able to be sorted and parsed in countless ways. The results shall be available in various formats—such as Excel files or PDF—and shall be supplied to agencies and Department staff members as directed.

53.11.2. Stage: Implementation Contract Stage III

53.12. Reference #1487: This requirement intentionally deleted.

54. PROVIDER MANAGEMENT, INFORMATION

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54.1.	Reference #1488: Colorado interChange shall maintain provider data supporting claims processing, PA, referrals, financial, re-certification, management and operational reporting functions.

54.1.1.	Contractor Approach: The Colorado interChange shall be the primary repository of provider data. The Contractor's provider system shall house the necessary data to allow the provider to submit claims or conduct transactions they are authorized for, plus additional supplementary or background information. Colorado interChange shall maintain provider contact information. This shall include mailing information such as physical, email, and EFT information within Colorado interChange. Provider records shall be indexed by provider identifier and searchable by the identifier (such as NPI) or provider name.

54.1.2.	Stage: Implementation Contract Stage II

54.2.	Reference #1489: Provide a robust provider profile that allows the provider to view his/her profile, submit requests to update information (e.g., availability, whether accepting new patients), and to initiate workflow for the Contractor to approve (or Department), if necessary.

54.2.1.	Contractor Approach: The secure Provider Healthcare Portal shall contain a Demographic Maintenance page. This shall allow providers to view and change their information directly, versus having to contact the Fiscal Agent. Providers shall be able to, for example, change practice data (such as services provided), location, and whether they are accepting new Clients. Because this is accessing information stored within Colorado interChange, changes a provider makes shall take effect in real time. The Contractor shall define which data providers will be allowed to change using the portal, based on direction by the Department.

54.2.1.1.	When a change is made to demographic information, an email shall be automatically generated to the portal administrator for the provider account, informing them of the changes made to verify the changes are appropriate.

54.2.2.	Stage: Implementation Contract Stage II

54.3.	Reference #1490: Enable the process definition to be specified and captured in terms of the group practice and other organizations and roles, (i.e., Pay To Provider information, Service Location information, and Rendering Provider information) and provide ability to link to specific providers later, as required.

54.3.1.	Contractor Approach: The Provider file shall handle unique data for each group practice or organizational role for a provider's NPI. For example, if a provider NPI has a physician group practice and a therapy group practice, interChange shall be able to store unique information—such as address, telephone number, type, and specialty—for each group role.

54.3.1.1.	The Colorado interChange shall maintain and support the provider data requested for this procurement. This shall include multiple provider types, specialties, and taxonomies in one provider profile. For each certified Provider type assigned to a provider, the Colorado interChange shall create a separate service location and internal ID. Then, at the time of enrollment, these provider types and service locations shall be linked together. The information shall link to the one base

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provider ID even if the information is stored in multiple service locations in the system. Authorized users shall be able to pull up a Provider profile and see this information.

54.3.2.   Stage: Implementation Contract Stage II

54.4.   Reference #1491: Maintain all Department-approved provider agreements.

54.4.1.   Contractor Approach: The Contractor shall keep copies of provider agreements in the image library. When a provider completes an online enrollment application, a PDF version of the provider application packet and provider agreement shall be created. The agreement shall be used during the final review of the provider's enrollment request. The agreement also shall be indexed and stored in the OnDemand image library. Imaged provider agreements shall be indexed and shall be able to be searched in the OnDemand library using a variety of search criteria, such as NPI, tax ID, and name. The Contractor shall determine retention periods for historical provider agreements as directed by the Department.

54.4.2.   Stage: Implementation Contract Stage II

54.5.   Reference #1492: Track and control the process of reconciliation of errors in transactions that are intended to update provider information. Maintain a human readable audit trail.

54.5.1.   Contractor Approach: The Contractor shall develop procedures that address reconciliation of transaction errors. Online Web pages shall prompt users to enter information according to defined business rules as well as prompting for missing or required data.

54.5.1.1.   Colorado interChange shall capture an audit trail of changes and updates made to provider data for a time period specified by the Department. Colorado interChange shall have an audit trail of the revisions made to provider information. This audit trail shall show the historical information before the change, when the change was made, and the clerk ID, which could be the Contractor staff person ID or the ID of a provider making a change through the portal. Colorado interChange users shall be able to easily view the audit trail information in Colorado interChange panels.

54.5.2.   Stage: Implementation Contract Stage II

54.6.   Reference #1493: Assign and maintain unique provider numbers for providers not required to obtain an NPI number.

54.6.1.   Contractor Approach: The Contractor shall use Colorado interChange and its relational database design to assign each Provider enrolled in Colorado Medicaid a unique internal base provider number. This number shall be assigned regardless of whether a provider has an NPI or is a Provider who cannot obtain an NPI. Colorado interChange shall have the capability to identify which providers require an NPI using an indicator on the Provider Type and Specialty Code panel. If an NPI is required, the Contractor shall verify the validity of the NPI against the National Plan and Provider Enumerator System (NPPES) as part of the enrollment process.

54.6.2.   Stage: Implementation Contract Stage II

54.7.   Reference #1494: Support NPI, provider taxonomy, and legacy provider IDs.

54.7.1.   Contractor Approach: The base Provider number shall be able to be used instead of the NPI and shall be available for use in multiple programs. Additionally, Colorado interChange shall have the capability to map, store, and maintain the provider's individual number along with the NPI, taxonomy or other ID associated with the provider.

54.7.2.   Stage: Implementation Contract Stage II

54.8.   Reference #1495: Maintain an identifier for providers who are using Electronic Funds Transfer (EFT).

54.8.1.   Contractor Approach: Colorado interChange shall indicate providers who can receive payments electronically through Electronic Funds Transfer (EFT). The Colorado interChange Provider file shall hold additional information such as EFT contacts and other account holder information as determined by the Department. Details for the provider's EFT account, such as bank routing and account numbers, shall be stored in the financial area of Colorado interChange.

54.8.2.   Stage: Implementation Contract Stage II

54.9.   Reference #1496: Maintain and update the affiliations between supervising physicians and non-physician practitioners.

54.9.1.   Include tables to store all required provider disclosures, Ownership/relationship of owners, managing employees, significant transactions, and affiliations with other provider IDs.

54.9.2.   Contractor Approach: Colorado interChange shall track relationships between entities within the provider subsystem to verify the relationships are fully defined. The Group Web page in Colorado interChange shall allow users to set up relationships between individual providers and practices, locations, and billing organizations they are associated with. These associations shall have effective and end dates placed on them as provider relationships change as appropriate or as directed by the Department.

54.9.3.   Stage: Implementation Contract Stage II

54.10.   Reference #1497: Update and maintain financial data including current and prior year 1099

54.10.1.   Contractor Approach: Providers' financial information shall be entered into Colorado interChange during the Provider Enrollment process. Data elements such as the EIN, W9 indicator, Social Security number, and IRS indicator shall display on User Interface Web pages in the Provider Maintenance component of Colorado interChange. Other data elements such as EFT and 1099 information shall display on User Interface Web pages in the financial component. The Contractor shall update and maintain financial data, including 1099 reported amounts, based on the Department's required retention periods

54.10.2.   Stage: Implementation Contract Stage III

54.11.   Reference #1498: Provide the ability to meet all 1099 reporting and IRS requirements and support the Department during audits.

54.11.1.   Contractor Approach: The Contractor shall initially enter providers' financial information into Colorado interChange during the Provider Enrollment process. Data

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elements such as the EIN, W9 indicator, Social Security number, and IRS indicator shall display on User Interface Web pages in the Provider Maintenance component of Colorado interChange. Other data elements such as EFT and 1099 information shall display on User Interface Web pages in the financial component.

54.11.1.1.   Colorado interChange shall track payment and 1099 data by provider service location. Service locations with the same tax ID shall be accumulated together to produce a 1099. Internal authorized users shall be able to make changes online, within Colorado interChange to correct errors in earnings amounts or tax IDs. The Contractor also shall make changes through the Contractor's financial processes to adjust earnings amounts on 1099s resulting from payouts, recoupments or other financial transactions. Should changes be required after the 1099s have been issued, the Contractor shall generate corrected 1099s.

54.11.1.2.   On a predetermined schedule, the Contractor shall submit the 1099 file to the IRS and provide a copy to the Department based on their requirements. The annual earnings that the Contractor reports to the IRS shall reflect receivable and payable financial processing throughout the year, excluding any adjustments that should not be included as taxable income. The Contractor shall report payments as medical and healthcare on the Form 1099 MISC. The Contractor shall update and maintain financial data, including 1099 reported amounts, based on the Department's required retention periods. Should questions arise during audits, the Contractor shall provide staff to support the Department. Colorado interChange Web pages shall allow authorized users to view 1099 information for a provider. Additionally providers shall be able to access their 1099s through the Provider Healthcare Portal.

54.11.2.   Stage: Implementation Contract Stage II

54.12.   Reference #1499: Allow providers to manage their own submitter contracts (i.e., switch vendors, clearing houses, and software vendors) and track updates between their Trading Partner associations.

54.12.1.   Contractor Approach: The Colorado interChange Provider Enrollment panels shall contain vendor information associated with the provider, such as whether they have a trading partner or clearinghouse they submit through. Providers shall be able to manage these relationships through the demographic function within the secure Provider Healthcare Portal. Providers shall be able to access their Contract information, make revisions to their contracts—based on Department-defined and approved processes— and view the applied changes to their contracts.

54.12.2.   Stage: Implementation Contract Stage III

54.13.   Reference #1500: Flag and route for action if multiple provider numbers are assigned to a single provider.

54.13.1.   Contractor Approach: Colorado interChange shall include warnings designed to prevent providers from being enrolled with duplicated information including notifications for duplicate provider numbers, license numbers, name or name type, and tax ID numbers. The Contractor shall develop procedures to notify the provider of the duplication and how to respond appropriately to these system warnings to correct the error. The Contractor shall communicate issues to the Department as necessary.

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54.13.2. Stage: Implementation Contract Stage II

54.14. Reference #1501: Provide the ability to identify all providers who provide care under a Managed Care Organization. This includes providers such as rendering, prescribing, ordering, and referring providers who are in the Managed Care Organization network.

54.14.1. Contractor Approach: Each provider file in Colorado interChange shall indicate if a provider is associated with an MCO. This shall be updatable as relationships and MCOs change. An audit trail shall show previous relationships for the provider with MCOs.

54.14.2. Stage: Implementation Contract Stage II

54.15. Reference #1502: Maintain an audit trail of all updates to the provider data, including date-specific Provider Enrollment, reenrollment, termination and demographic data.

54.15.1. Contractor Approach: Colorado interChange shall capture updates made to the provider's file, including date-specific information regarding the provider's initial enrollment, subsequent re-enrollments, changes to demographic information, and enrollment terminations.

54.15.1.1. Each data field in Colorado interChange shall have an associated audit trail for changes that have occurred. The audit trail shall show what changes were made, when they were made, who made the change, and provides a snapshot of the field before the change.

54.15.2. Stage: Implementation Contract Stage II

54.16. Reference #1503: Maintain electronic provider files and electronic claims/Encounters submitter files and update the contents as required. Incorporate the EDI enrollment of submitters, clearinghouses, and providers into the Provider Enrollment Tool so users can access trading partner information and reports.

54.16.1. Contractor Approach: Colorado interChange shall store comprehensive data for each provider. Besides the provider data stored, and shall include storage and Maintenance of provider documentation within the image library. The enrollment and supplemental provider files shall be stored for viewing within the image library. Electronic submitter files also shall be available using the image library. Subsequent documents shall be added to the image files as directed by the Department. The files shall be indexed in various ways—such as NPI or tax ID—as directed by the Department.

54.16.1.1. The Contractor shall house provider files, electronic claims/Encounters, submitter files, and subsequent updates. Base provider and EDI submitter files shall be stored in the provider database within Colorado interChange. Any add-on documentation, such as provider-submitted documents or PDF documents created as part of the Provider Enrollment process, shall be stored in an image library, such as OnDemand. The files shall be indexed in various ways such as by NPI or tax ID as directed by the Department.

54.16.1.2. As part of the Contractor's portal solution, EDI submitters, vendors, clearinghouses and providers shall be able to enroll in their appropriate functions through the portal enrollment tool.

54.16.2. Stage: Implementation Contract Stage II

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54.17. Reference #1504: Provide the ability for providers to update their Colorado Medical Assistance provider directory listing that is available to the public in real-time (or near real-time) through the Web Portal or Provider Enrollment Tool to allow them to update information including (but not limited to):

54.17.1. Status of accepting new patients.

54.17.2. Descriptions of the practice (e.g., services offered, philosophy).

54.17.2.1. All updates to this material should be noted on search results pages (e.g., "record last updated 5/2/12"). Colorado interChange shall provide the ability to send an automated message to the provider portal administrator (email address of record) that the information requires confirmation that it is current or to be updated. This may also include the ability for a scheduling component for providers to list schedule openings within a short period of time (e.g., 48-72 hours).

54.17.3. Contractor Approach: The secure Provider Healthcare Portal shall contain a Demographic Maintenance page allowing providers to view and change their information directly. Providers shall be able to, for example, change practice data (such as services provided), location, and whether they are accepting new Clients. Because this is accessing information stored within interChange, changes a provider makes shall take effect in real time. The Contractor shall define which data providers will be allowed to change using the portal, as directed by the Department.

54.17.3.1. When a change is made to demographic information, an email shall be automatically generated to the portal administrator for the provider account, informing them of the changes made to verify the changes are appropriate.

54.17.4. Stage: Implementation Contract Stage II

55. PROVIDER MANAGEMENT, INQUIRY

55.1. Reference #1505: Provide selected Client information (e.g., managed care enrollment, benefit package enrollment) back to third parties designated by the Department (e.g., Case Management, CBMS, enrollment broker, ACC and managed care entities, CHP+, UM vendor).

55.1.1. Contractor Approach: The Contractor shall define the types of Client information and the procedures for disseminating this information to Department-approved third parties, as determined by the Department.

55.1.1.1. The data needed shall be extracted and sent in a variety of formats if there is a onetime need, or an interface can be established for automated data sharing, as defined by the Department. The Contractor shall not release any information prior to the Department defining and approving the date sharing of that information.

55.1.2. Stage: Implementation Contract Stage II

55.2. Reference #1506: Collect, maintain, and make available to providers information that is useful, including information on available specialists and community resources for their Clients (e.g., where and how to apply for food stamps).

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55.2.1.   Contractor Approach: The Contractor shall completely define additional resources for the provider community, based on the input and direction from the Department. Some additional resources shall include the following:

55.2.1.1.   A Frequently Asked Question area on the Provider Healthcare Portal using a communication tool, such as LiveHelpNow!

55.2.1.2.   A "What's New" area on the Provider Healthcare Portal to share the latest updates

55.2.1.3.   A provider-type specific resource page for each provider type containing additional provider-type focused information

55.2.2.   The Contractor shall develop a resources area of the Provider Healthcare Portal. This area shall have links to important information for Clients, as determined by the Department, such as the following:

55.2.2.1.   Access to Medicaid application information

55.2.2.2.   Available specialists participating in Medicaid

55.2.2.3.   Access to Food Stamp information and applications

55.2.2.4.   Other healthcare programs

55.2.2.5.   Elderly care information

55.2.3.   Stage: Implementation Contract Stage III

55.3.   Reference #1507: In the Provider Enrollment Tool, allow providers the ability to opt-out of the provider directory.

55.3.1.   Contractor Approach: As part of the enrollment process, providers shall be able to opt out of being included in the web-based provider directory. Additionally, providers shall be able to opt out of the directory later by changing their demographic information in the secure portion of the Provider Healthcare Portal.

55.3.2.   Stage: Implementation Contract Stage II

55.4.   Reference #1508: Allow the public to search for providers within a specified radius.

55.4.1.   Contractor Approach: The Client Healthcare Portal shall support user-friendly search features to find providers. The primary source of data shall be the Medicaid provider data that the Contractor maintains for the Department. The easy-to-use search feature shall include the ability to search by distance and location using an address and also by provider type and specialty.

55.4.1.1.   Providers shall have the option—at the Department's direction—to not be included in the Find a Provider listing. Colorado interChange users shall be able to access the public area of the portal and click on the Search Provider link. The user shall be able to search for providers as follows:

55.4.1.2.   Specific healthcare program

55.4.1.3.   Provider type

55.4.1.4.   Provider specialty

55.4.1.5.   City, State, and ZIP code

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55.4.2.   The results shall show a list of available providers meeting the criteria. The list shall include the provider's name, physical address, provider type and specialty, and contact telephone number. Additionally, a link shall be shown to map the location of each provider.

55.4.3.   Stage: Implementation Contract Stage II

55.5.   Reference #1509: Provide the ability for providers to update their information in the provider directory through the Web Portal or Provider Enrollment Tool.

        Note: As close to real time as possible.

55.5.1.   Contractor Approach: Upon enrollment and establishing a secure Provider Healthcare Portal account, providers shall be able to manage their key demographic data within the Provider Healthcare Portal. The providers shall be able to log on to their secure portal account and choose Demographic Maintenance allowing Department-approved access to the provider file. Providers shall be able to make changes to their data including the addresses, telephone numbers, email addresses, and payment information, based on Department definitions. The demographic interface shall connect to the Colorado interChange provider file allowing interChange to make real-time changes to the provider file so demographic revisions are immediately applied and available for use.

55.5.1.1.   The Provider Healthcare Portal also shall allow providers once enrolled, to view and update their respective information, such as address, email, telephone and fax numbers, pay to, and other contact and demographic characteristics. Information enabled for update shall be part of the Configurable options within the Provider Healthcare Portal allowing the Department to authorize only specific types of data to be updated in this manner.

55.5.1.2.   The Contractor shall define any limitations or restrictions relative to data elements that can be updated directly by providers, as directed by the Department.

55.5.1.3.   Because Colorado interChange makes real-time changes to the provider file, the provider's demographic revisions shall be immediately applied and available for use. The changes shall be logged in the field's audit trail in Colorado interChange, so there is a record of the activity on the provider's file.

55.5.2.   Stage: Implementation Contract Stage II

55.6.   Reference #1510: Provide the ability for authorized Colorado interChange users to check the status of a Provider Enrollment application in Colorado interChange.

55.6.1.   Contractor Approach: Department and Contractor Colorado interChange users who have been given the appropriate security clearance shall be able to see the status of a provider's enrollment request. For example, a call center representative shall be able to check on the status by using the provider's ATN. The status shall show in a human-readable format, with Department-approved status messages. Providers shall be able to also use the portal to view the status of their application as it processes through the adjudication cycle.

55.6.2.   Stage: Implementation Contract Stage II

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56. PROVIDER MANAGEMENT, GENERAL

56.1. Reference #1511: Support, document, and maintain an appeals process for Provider Enrollment rejections, denials, terminations, and changes to program participation eligibility effective dates in accordance with federal and State guidelines.

56.1.1. Contractor Approach: The Contractor shall support the provider appeals process in compliance with the federal guidelines in 42 CFR 431.105. A provider shall be able to submit a grievance through the secure correspondence feature available on the Provider Healthcare Portal. When a provider submits an appeal, the request shall go into a workflow process and will be routed to designated enrollment staff members for handling. Reporting abilities for this data shall be developed as defined by the Department.

56.1.2. Stage: Implementation Contract Stage II

56.2. Reference #1512: Provide the ability to allow a provider to enter and view appeals and grievances, including the ability to check status and receive related notifications and alerts via the Web Portal.

56.2.1. Contractor Approach: Providers shall be able to submit a grievance through the secure correspondence feature available on the Provider Healthcare Portal. When a provider submits an appeal, the request shall go into a workflow process and shall be routed to designated enrollment staff members for handling. Providers shall be issued an appeal tracking number at the time of submission allowing them to use the portal to check the status. Providers shall be notified of the outcome of an appeal through a notification in their Web Portal messaging box.

56.2.2. Stage: Implementation Contract Stage II

56.3. Reference #1513: Maintain detailed documents and procedures. Department will develop and establish detailed guidelines to ensure proper enrollment of all provider types, to include review of provider application before an approval or rejection is assigned.

56.3.1. Contractor Approach: The Contractor shall define, document and gain approval for the enrollment procedures. The Contractor shall develop and maintain documentation for the processes based on provider type. The documentation shall reside in the Contractor's Enterprise SharePoint solution. The Contractor shall revise documentation as needed and the Contractor shall not implement or post revisions to the Contractor's Enterprise SharePoint solution prior to getting approval from the Department.

56.3.2. Stage: Implementation Contract Stage II

57. OPERATIONS MANAGEMENT, CLAIMS/ ENCOUNTERS REPORTING

57.1. Reference #1514: Provide the ability to accept, translate, and process electronic claims/Encounters transactions, and send any appropriate associated response, containing valid formats as follows (single and batch submission):

57.1.1. Dental health care claims/Encounters (X12N 837D)

57.1.2. Professional health care claims/Encounters (X12N 837P)

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57.1.3.   Institutional health care claims/Encounters (X12N 837I)

57.1.4.   Contractor Approach: The Provider Healthcare Portal shall allow online entry of dental, professional and institutional claims. These claims shall be adjudicated in real-time by the payer system, returning claim status and any associated error messages. At that point, capability shall be available to edit and resubmit the claim again to the back-end system. Colorado interChange shall support ASC X12N HIPAA Version 5010 electronic transactions

57.1.5.   Stage: Implementation Contract Stage II

57.2.   Reference #1515: Provide the ability to accept, translate, and process electronic claims/Encounters transactions, and send an appropriate response, containing valid formats as follows (single and batch submission):

57.2.1.   Coordination of Benefits data, when applicable

57.2.2.   Claims/Encounters status/response 276/277

57.2.3.   EOB/RA (X12 835)

57.2.4.   Referrals (X12 278)

57.2.5.   Claims/Encounters attachments (X12 275)

57.2.6.   HL7

57.2.6.1.   Note: The 275 transaction has not been finalized at this point. The 275 transaction will be implemented after the final EDI standard has been published by CMS.

57.2.7.   Contractor Approach: interChange Connections shall validate X12 transactions for HIPAA compliance as they are received and before they are sent to the Contractor's trading partners. The batch submission mechanism shall validate and accepts or rejects X12 transactions at the claim level, allowing providers to get more of their claims/Encounters and COB claims processed after each submission. Using the X12 276/277 and unsolicited X12 277 transactions, providers shall be able to verify in real time the status of a single claim or several thousand claims. After received by the EDI system, electronic claim and Encounter transactions shall be mapped to XML for processing in the claims engine.

57.2.7.1.   The Contractor shall provide the ability to process the 278 Referral as part of the Colorado interChange implementation.

57.2.7.2.   The Contractor shall fully comply with the X12 275 after CMS releases the final requirements for this transaction. For HIPAA-compliant electronic 835 transactions, the Contractor's EDI interChange Connections shall use national adjustment reason codes and healthcare remark codes to convey the claim finalization, as well as the provider's financial activities. Colorado interChange shall post X12 835 transactions to the Medicaid portal following each financial cycle.

57.2.8.   Stage: Implementation Contract Stage II

57.3.   Reference #1516: Provide a traceable and consistent unique claims/Encounter identifier.

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57.3.1. Original claims/Encounters and all subsequent adjustments should be linked and identifiable for a consistent audit trail.

57.3.2. Contractor Approach: The Colorado interChange shall provide an intelligent, unique, control number tracking for each claim/Encounter and adjustment through assignment of an ICN. The ICN shall remain consistent throughout the system. Regardless of the submission method the provider chooses, Colorado interChange shall automatically assign every claim/Encounter received a unique ICN. Each ICN shall be generated and encoded to indicate the method of submission by region, receipt date, and claim type so that users shall be able to easily identify key information as they view the claim. The ICN shall also provide a consistent key to tracking a claim throughout the adjudication process.

57.3.2.1. The Colorado interChange system ICN assignment process shall provide for intelligent tracking of claims/Encounters from receipt to final disposition of the claim/Encounter. Additionally, adjustment claims shall be assigned an ICN that is cross-referenced to the original claim for tracking and audit purposes. The cross-reference shall allow all prior and subsequent versions of a claim to be viewable through a single Claim Inquiry panel.

57.3.2.2. The Colorado interChange shall include audit trail functions within the system tables. Claim status shall be tracked at the header and detail level by date, location, and status for all claims. Error codes Encountered by the claim and the business rule numbers that were used to adjudicate and price the claim shall be captured. The resolution for each error code shall identify if the error code was forced or denied systematically, or by a specific user.

57.3.3. Stage: Implementation Contract Stage II

57.4. Reference #1517: As pharmacy claims are transmitted from the PBMS, maintain in Colorado interChange the unique identifier assigned by the PBMS.

57.4.1. Contractor Approach: Colorado interChange shall allow for Customization to receive pharmacy claims from the PBMS through an interface based on Department requirements. This approach shall be similar to how converted claims from a state's Legacy System are handled. The Contractor shall set up a cross-reference table to store the identifier from the source system and cross-reference it to the ICN assigned in the target system. Either identifier shall be able to be looked up in the system when performing a search.

57.4.1.1. As claims shall be transmitted from the PBMS, the interface brings the pharmacy claim data into the interChange database for storage and reporting. The Colorado interChange shall maintain the PBMS identifier assigned by the PBMS, and also cross-reference this identifier to a compatible Colorado interChange ICN and allow lookup by either identifier.

57.4.2. Stage: Implementation Contract Stage II

57.5. Reference #1518: Provide an audit trail that links original claim/Capitation/Encounter to all adjustments. This shall provide a solution to readily retrieve all claims/Capitations/Encounters associated with one service and identify the most recent version.

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57.5.1.	Contractor Approach: Colorado interChange shall link all adjustment claim/Encounter transactions to the original claim being adjusted using a cross-reference. Claims/Encounters and their associated adjustments shall be able to be viewed through the Claim Inquiry panel using the claim/Encounter's unique ICN. This feature shall allow the user the ability to view all claims/Encounters associated with the same service and to know which one is the most recent version.

57.5.2.	Stage: Implementation Contract Stage II

57.6.	Reference #1519: Provide and maintain the capability for online end-to-end processing of a claim (process flow) through Colorado interChange, and return processing and error messages to the submitter.

57.6.1.	Contractor Approach: The Provider Healthcare Portal shall allow users to submit professional, dental, and institutional claims, including details that apply to individual services. These details shall include Diagnosis Codes, Service Details, Other Insurance Carrier Details, and Attachments. Colorado interChange users also shall be able to perform limited searches on specific fields within the Claim pages and navigate to and from the other sections within the Claim page.

57.6.1.1.	After a claim is submitted to the payer system, a confirmation shall be returned to the user. After confirmation, a Provider shall be able to use the View Claim Status Inquiry to view claim status and—if applicable—individual error messages.

57.6.1.2.	Claims shall process real-time when submitted using the Provider Healthcare Portal and return a real-time status response to the provider.

57.6.2.	Stage: Implementation Contract Stage II

57.7.	Reference #1520: Provide the ability for Colorado interChange to reconcile claims/Encounter payment information with COFRS for accounting purposes such as:

57.7.1.	Void payments issued by canceling outstanding checks and/or EFTs.

57.7.2.	Reissue payments; issue manual or automated payments.

57.7.3.	Split payments received.

57.7.4.	Suspend or hold a payment or group of payments based on user-defined criteria.

57.7.5.	Automatically reverse all related financial transactions upon entry of any voided entry.

57.7.6.	Perform mass recoupment based on user-defined selection criteria with automated provider notification to include appropriate claim detail.

57.7.7.	Perform mass and individual financial adjustments with automated provider notification to include appropriate claim detail.

57.7.8.	Contractor Approach: The interChange Connections module shall be used to interface between Colorado interChange and COFRS to transfer payment and vendor information which shall allow COFRS to issue payments to providers. The Colorado interChange shall exchange data with COFRS based on the following functions in interChange:

57.7.8.1.	The Financial Payment Status panel within interChange shall allow the user to void/reissue/stale date MMIS generated payments. After a payment is voided or

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stale-dated, related transactions shall be reversed. If a payment is reissued, the related transactions shall be assigned to the new payment number.

57.7.8.2.   Cash receipts shall be able to be split between multiple providers/carriers/drug rebate manufacturers.

57.7.8.3.   Claims shall be able to be held from payment using the Financial Fiscal Pend panel. This panel shall provide the user many criteria options to hold claims from the final payment. If a claim adjustment is held, the related claims shall also be held. The claims shall continue to hold until the hold has been removed. After the hold is removed, the claim shall be allowed to process through to final payment.

57.7.8.4.   During the financial payment cycle, positive payments for a provider shall be compared to open account receivables (ARs). If there is an open balance, the provider's payment shall be systematically applied to the AR.

57.7.8.5.   All financial transactions and adjustments shall be reported on the Provider's Remittance Advice (RA) or electronic 835. If the transactions are linked to a claim in the system, those transactions shall be seen linked to the claim on the RA.

57.7.9.   Stage: Implementation Contract Stage II

57.8.   Reference #1521: Capture, store and maintain data necessary to:

57.8.1.   Correctly adjudicate claims/Encounters.

57.8.2.   Perform online Claim/ Encounter corrections.

57.8.3.   Maintain and perform edits and audits.

57.8.4.   Allow online claims/Encounters adjustments.

57.8.5.   Allow online access to claims/Encounters history.

57.8.6.   Correctly price all claims/Encounters at the detail service line and header level.

57.8.7.   Allow online access to suspended claims/Encounters.

57.8.8.   Provide and allow online access to claims/Encounters adjudication and status reporting and maintain claims/Encounters history.

57.8.9.   Contractor Approach: Colorado interChange shall capture the required data elements required to price, edit and audit a claim/Encounter. This information shall be maintained from the time of receipt and continues through to the claims engine until the claim is finalized to support adjustment and post pay billing. Subsequently, all claims history shall be available for reporting and for search by authorized users. The Contractor shall customize State-specific edit/audit rules and pricing through configuring the interChange rules engine as directed by the Department.

57.8.10.   Stage: Implementation Contract Stage II

57.9.   Reference #1522: Provide claim information that can be used for proving Fraud and abuse cases in a legal setting. Store and make available original claim information submitted by the provider and generate facsimile of the appropriate claim format, on a claim-by-claim basis.

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57.9.1.   Contractor Approach: All claims history shall be available for reporting and for search by authorized users. Colorado interChange shall store submitted values as well as system assigned information from claims processing. X12 claim submissions shall be maintained in the format received within the EDI subsystem. Claim images for paper claims can be retrieved through the document reporting solution User Interface. The EDMS, shall be able to produce a facsimile report of electronic claims data in an easy-to-read format conducive to a legal setting. Templates shall be created within the system for the electronic claims so that when they are retrieved they can be viewed similar to a paper claim.

57.9.2.   Stage: Implementation Contract Stage II

57.10.   Reference #1523: On all Claim/ Encounter records, Colorado interChange shall retain Client enrollment and eligibility information that was current for the dates of service at the time of processing the Claim/ Encounter.

57.10.1.   Contractor Approach: Colorado interChange shall store claim/Encounter history data such as the Client benefit plan enrollment, provider Contract and pricing information that was in effect for the claim detail's dates of service when the claim was processed. Colorado interChange shall maintain a link between claims/Encounters to the Client and the Client's benefit plan under which the claim/Encounter detail was processed. Claims and Encounters shall be processed based on the effective start and end dates for the Client's eligibility segment and an audit trail is maintained to track any changes in the Client's eligibility.

57.10.2.   Stage: Implementation Contract Stage II

57.11.   Reference #1524: Accept and use all common, approved national standard paper claim forms.

57.11.1.   Contractor Approach: The Contractor shall use an end-to-end solution for scanning, storage and retrieval of images to provide a full electronic document management solution to support the Department's needs. The Contractor shall accept the national standard claim forms, CMS-1500, UB-04, and the current ADA dental form. The claim form and accompanying attachments shall be scanned and passed through the OCR process to capture the data for formatting to X12 and passed to the claims engine. The scanned image of the claim and attachments shall be sent to the document repository in OnDemand.

57.11.2.   Stage: Implementation Contract Stage II

57.12.   Reference #1525: Provide a process for the storage of paper and electronic attachments associated with each claim. All information in the attachments should be viewable and searchable.

57.12.1.   Contractor Approach: The Contractor shall use an end-to-end solution for scanning, storage and retrieval of images to provide a full electronic document management solution to support the Department's needs. The Contractor shall accept the national standard claim forms, CMS-1500, UB-04, and the current ADA dental form. The claim form and accompanying attachments shall be scanned and passed through the OCR process to capture the data for formatting to X12 and passed to the claims engine. The

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scanned image of the claim and attachments shall be sent to the document repository in the EDMS where it will be viewable and searchable.

57.12.2.   Stage: Implementation Contract Stage II

57.13. Reference #1526: Provide the ability to view and search all imaged (scanned from paper) and electronic attachments associated with each Claim/ Encounter in Colorado interChange.

57.13.1.   Contractor Approach: Colorado interChange users shall have the ability view and search claim forms and accompanying attachments associated with claims. Scanned images shall be linked to the claim in the Colorado interChange Navigation bar. They shall also be retrievable directly in OnDemand. While viewing documents, they shall be searchable for keywords to allow the user to jump to the information they are reviewing.

57.13.2.   Stage: Implementation Contract Stage II

57.14. Reference #1527: Provide the ability to view and search all imaged (scanned from paper) and electronic attachments associated with each PAR in Colorado interChange.

57.14.1.   Contractor Approach: The same process for claims shall be applied to PARs scanned by the Contractor as well. As claim, attachments and PAR documents are scanned, the scan operator shall be able to adjust the claim image to correct items too dark or too light which affect the final image in the repository. The Contractor shall conduct a daily random sampling of images to make certain that the images are properly indexed for search and pages are viewable.

57.14.2.   Stage: Implementation Contract Stage II

57.15. Reference #1528: Provide ability for authorized Colorado interChange users to perform claim and Capitation corrections in Colorado interChange prior to final payment.

57.15.1.   Contractor Approach: The Managed Care panels shall allow authorized users to create manual Capitation adjustments at any time during the month before the monthly Capitation cycle. Capitation adjustments also shall be able to be after a payment has already been made.

57.15.2.   Stage: Implementation Contract Stage II

57.16. Reference #1529: Provide ability for providers to perform claim corrections through the Web Portal prior to final adjudication. Provide tracking and reporting on the number of times a provider modified a claim prior to final adjudication.

57.16.1.   Note: If providers are able to correct claims/Encounters, Department must identify parameters for which corrections are allowed.

57.16.2.   Contractor Approach: The Provider Healthcare Portal shall adjudicate claims in real time; when submitted, no further changes or corrections shall be able to be made while the claim is passing through the claims engine. After the claim result of Paid or Denied is returned to the submitter, claims shall be able to be adjusted or voided using the Provider Healthcare Portal.

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57.16.3.   Suspended claims are shall not be available to providers for data correction as the claim shall be immediately routed to the proper resolution location on submission. During the Requirements Validation sessions, the Contractor shall further define this requirement and provide a solution to meet the Department's request for this capability, as directed by the Department.

57.16.4.   Stage: Implementation Contract Stage II

57.17. Reference #1530: Capture, store and maintain data necessary to:

57.17.1.   Correctly adjudicate claims/Encounters.

57.17.2.   Perform claim/Encounter/Capitation corrections.

57.17.3.   Maintain and perform pricing and editing activities.

57.17.4.   Perform claim/Encounter/Capitation adjustments (including partials).

57.17.5.   Provide access to claims/Encounters/Capitation history.

57.17.6.   Contractor Approach: The Colorado interChange shall capture the required data elements required to price, edit and audit a claim/Encounter. This information shall be maintained from the time of receipt and continues through to the claims engine until the claim is finalized to support adjustment and post pay billing. Subsequently, all claims history shall be available for reporting and for search by authorized users. The Contractor shall customize State-specific edit/audit rules and pricing through configuring the interChange rules engine as directed by the Department.

57.17.7.   Stage: Implementation Contract Stage II

57.18. Reference #1531: Provide the ability for providers to generate reports that shows the full picture of their claim/Encounter activity, including their associated claims status (e.g., submitted, suspended, paid/adjudicated).

57.18.1.   Contractor Approach: Providers shall have convenient, online, secured access to claims status and historical information. Providers can access the Payment History web panels in the Web Portal to receive information about their submitted claims. There shall be an option on the Portal to allow download of the provider's RA image file in PDF format. Each level of the Payment History window has an "RA Copy (PDF)" button.

57.18.1.1.   The user shall be able to click this to open the PDF file. The Portal shall supply the "hook" to access this file, while the back-end system in interChange shall generate the report. Providers shall be able to retrieve the RA information from their desktops, greatly reducing the time delay in receiving printed reports. The access to the data electronically shall let providers run searches for critical information and print only the portion they need. The Contractor shall enhance Colorado interChange to allow providers to export data to spreadsheet applications for further analysis.

57.18.2.   Stage: Implementation Contract Stage III

57.19. Reference #1532: Report claims/Encounters that are non-payable.

57.19.1.   Contractor Approach: Nonpayable or denied claims and Encounters shall be communicated to providers in a variety of ways. An Explanation of Benefits (EOB)

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shall be included on the provider's Remittance Advice (RA) report or on the electronic RA transaction (835). Each EOB shall be mapped to an appropriate reason code for reporting on the RA. Denial information also is communicated in provider searches performed through the Provider Healthcare Portal. Denied claim and Encounter information also shall be available in Colorado interChange through claim history data that is viewable on the Claims History panel.

57.19.2.   Stage: Implementation Contract Stage II

57.20. Reference #1533: Provide the ability to review, apply, and report on claim billing and coding errors, according to industry guidelines and the National Correct Coding Initiative (NCCI).

57.20.1.   Contractor Approach: The Colorado interChange shall edit data elements on the claim for required presence, format, consistency, reasonability, and allowable values. The Colorado interChange shall subject claims to automated system edits and audits to verify that they comply with Colorado Medicaid policies, industry guidelines, such as the National Correct Coding Initiative (NCCI), and medical criteria.

57.20.1.1.   The Colorado interChange shall perform quality control checks in data fields for alphanumeric values, high- or low-range checks, data validity, and timely filing. Claims that fail edits and audits, not set to systematically deny, shall be suspended and routed to the appropriate system claim locations for manual review and further processing.

57.20.1.2.   Colorado interChange rules management shall allow trained, authorized users to identify, create, refine, and maintain business rules that effectively capture and enforce medical policy. Within Colorado interChange, various business rules shall govern each claim processed—billing rules from policy and contracts, coverage rules from benefit plans, and reimbursement rules that will determine how to price and pay the claim. The disposition of edits associated with business rules shall determine whether to pay, suspend, or deny claims according to the Department's policy on how to adjudicate each service.

57.20.2.   Stage: Implementation Contract Stage II

57.21. Reference #1534: Provide a HIPAA-compliant transmission response (e.g., acceptance message, rejection message) to the submitting provider, including managed care entities, on the success/failure of the submission of claims/Encounters/files.

57.21.1.   Contractor Approach: The Colorado interChange shall accept the entry of electronic media claims in the appropriate HIPAA-compliant formats and standards, and respond to the provider accordingly. For each file submitted, the system shall return a 999 Health Care Acknowledgement. The acknowledgment shall provide a HIPAA-compliant transmission response to the submitting provider, including managed care entities, on the success or failure of the submission of files.

57.21.2.   Stage: Implementation Contract Stage II

58. OPERATIONS MANAGEMENT, PRIOR AUTHORIZATIONS

58.1.   Reference #1535: Provide the ability to accept, store and edit PARs, including the ability to automatically and manually edit PARs.

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58.1.1. Contractor Approach: Colorado interChange shall provide the ability for providers to submit PARs by using multiple media types including: paper, fax, Interactive Voice Response, Web Portal, and standard HIPAA transactions.

58.1.1.1. PA transactions, regardless of entry, shall go through data validation and verification editing to facilitate data integrity of the PA data structures and only data which have passed editing will update the database tables. PA transactions that do not pass validation editing shall be rejected to the submitting entity for correction and resubmission.

58.1.1.2. Colorado interChange shall support online editing, such as verification of provider and Client ID numbers, so that only valid data is entered on the PA file. Edits shall be based on the State's program policy.

58.1.1.3. Approved PA line items that have not had payments applied shall be able to be updated or adjusted. PA line items that have had payments applied also can be adjusted; however, interChange editing shall prevent lowering of authorized units below the amount already consumed by paid claims. The Contractor shall develop a data exchange batch process to apply revisions submitted by the UM contractors, based on input and direction from the Department. In cases where HIPAA standard transactions are not used, a proprietary file shall be developed that meets the Department's and the UM contractor's needs.

58.1.2. Stage: Implementation Contract Stage II

58.2. Reference #1536: Provide the ability to produce notices to Clients, contractors, case managers and providers regarding PARs.

58.2.1. Contractor Approach: After a final decision has been made on the PA or amendment request, the system shall generate the appropriate approval, denial, or modification notices. Colorado interChange shall automatically generate decision notices. Through the Contractor's Exstream, the Contractor shall generate provider and Client decision notice letters that document the finalized status of the PA request, including the appropriate right of appeal language. The Contractor shall send these letters to the Client and the system shall automatically download the letters to the Provider Healthcare Portal for retrieval by providers.

58.2.2. Stage: Implementation Contract Stage II

58.3. Reference #1537: Provide the ability to create PAR types on all services.

58.3.1. Contractor Approach: The Contractor shall implement a Prior Authorization requirement in Colorado interChange for all services the Department defines as requiring PA. The Colorado interChange shall support PA for pharmacy, Durable Medical Equipment (DME), dental, vision, professional and institutional services. The Contractor's solution shall provide the Department the capability to change, at any time, the scope of services prior authorized and to extend or limit the effective dates of Authorizations.

58.3.2. Stage: Implementation Contract Stage II

58.4. Reference #1538: Provide the ability for Colorado interChange to assign a unique control number to all PARs entered into Colorado interChange. Generate a report back to

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submitter of all PARs and their unique control numbers. This process is used to track submissions and monitor contractors.

58.4.1.   Contractor Approach: The Colorado interChange shall assign a unique PA number to all PA and PA adjustment transactions regardless of the input source, providing positive control and accurate reporting.

58.4.1.1.   The PA record shall be immediately viewable by registered providers through the secure Healthcare Portal after a review decision has been entered into the system.

58.4.1.2.   The Contractor shall develop a report or data exchange for use by the UM contractors, as directed by the Department. This data shall be able to be posted on the Healthcare Portal or transmitted using secure FTP and will include the unique PA numbers assigned to the PARs submitted by that entity.

58.4.2.   Stage: Implementation Contract Stage II

58.5.   Reference #1539: Provide an auto-assigned unique, non-duplicated PAR number for tracking throughout the life of the PAR. This PAR number is used in claims processing to validate the services and is recorded on the claim record.

58.5.1.   Contractor Approach: The Colorado interChange shall auto assign a unique PAR number to all PA requests regardless of the input source, this unique identifier shall be associated with that PA transaction for life. PAR numbers shall be "key" fields and as such, interChange shall not allow a record to be saved if it has the same PAR number as a record already existing in the system. PA data shall be accessed during claims processing to verify services billed, that require PA, have a valid PA record available.

58.5.2.   Stage: Implementation Contract Stage II

58.6.   Reference #1540: Provide the ability to reconcile the Department-assigned PA IDs with external vendors.

58.6.1.   Contractor Approach: The PA data model shall be updated with a cross-reference to the UM contractor's assigned PA identifiers. This identifier shall be used in the production of the report or file for the UM contractors and can be posted on the Healthcare Portal or transmitted using secure FTP. In cases where HIPAA standard transactions are not used for PA responses, a proprietary file shall be developed that meets the Department's and UM contractor's needs.

58.6.2.   Stage: Implementation Contract Stage II

58.7.   Reference #1541: Provide the ability to accept electronic revisions on PARs from all contractors.

58.7.1.   Contractor Approach: The Colorado interChange shall provide the Department with the ability to update or adjust approved PA lines, including changes to services authorized. The user shall be able to enter data or tab through the fields that are to remain unchanged and update the requested fields. The update capability shall allow the user to change only the applicable data and eliminating re-entry of the initial request information not requiring change.

58.7.1.1.   The Contractor shall develop a data exchange batch process to apply revisions submitted by the UM contractors as directed by the Department. In cases where

HIPAA standard transactions are not used for PA transactions, a proprietary file shall be developed that meets the Department's and the UM contractor's needs.

58.7.2. Stage: Implementation Contract Stage II

58.8. Reference #1542: Provide the ability to track revision history at the PAR level.

58.8.1. Contractor Approach: The Colorado interChange shall track updates to PA data through batch, real-time external interfaces, or web panels, allowing a complete audit and reporting process. The audit trail shall record the action performed (insert, update or delete), date of the change, the source of the change (electronic file or staff ID making the change), and the information changed because of the update.

58.8.2. Stage: Implementation Contract Stage II

58.9. Reference #1543: Provide the ability to update PAR language when business rules are updated (e.g., changing denial reasons).

58.9.1. Note: The Department expects that PAR language can be updated without Customization or by an authorized Colorado interChange users.

58.9.2. Contractor Approach: The Colorado interChange reference tables shall serve as the repository of data and business rules required for PA determination, claims adjudication and pricing, edits and audits.

58.9.2.1. Reference data shall provide authorized users the flexibility to update the data tables through the interChange panels and administer policies governing the Colorado Medicaid program. The reference business area shall contain tables of information needed to process PA requests, approve claim types, support associated assistance programs, and enable various reimbursement methodologies.

58.9.2.2. Reference data shall also be the repository for the text message information needed to support the ability to update PAR language when business rules are updated. The text component of reference shall allow a flexible means through which to change descriptions such as denial reasons.

58.9.2.3. Colorado interChange shall present EOB and denial reason descriptions in language that is easy to read. The EOB Maintenance screen shall allow authorized users to update these types of messages.

58.9.3. Stage: Implementation Contract Stage II

58.10. Reference #1544: Provide the ability to conduct a mass adjustment of PARs (e.g., service adjustment, rate adjustment, COLA adjustment).

58.10.1. Contractor Approach: Mass updates of PA records shall be performed as directed by the Department. Every edit action on the PA shall be tracked by an audit log that is available from the main PA line item page. By reviewing the audit log, the Department shall be able to view which staff member edited a PA, what was edited, and when it occurred.

58.10.2. Stage: Implementation Contract Stage II

58.11. Reference #1545: Coordinate and standardize processing and tracking of PAR data for purpose of utilization review.

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58.11.1.   Contractor Approach: The Colorado interChange shall coordinate and standardize processing and tracking of PAR data by updating the PA records based on claims and claim adjustments. The system shall decrement the number of units and dollars used during the claims processing cycle, and the PA History web page shall reflect the number of units and dollars remaining. The PA History web page also includes a claims history button that the user shall be able to click to view claims related to the selected PA.

58.11.1.1.   The system shall allow for quick searching of the PA database for specific PAs based on characteristics including service type, provider number, Client ID, PA number, COS, and procedure.

58.11.2.   Stage: Implementation Contract Stage II

58.12.   Reference #1546: Provide the ability to identify, search, and report on PARs with potentially conflicting or duplicative data.

58.12.1.   Contractor Approach: Data entered into the edited fields shall be verified for presence, format validity, and data consistency with other data in the related database tables. Online editing shall also validate procedure, diagnosis, and revenue codes. The Colorado interChange shall support online editing, such as verification of provider and Client ID numbers, so that only valid data is entered on the PA file. Edits shall be based on the Department's program policy and shall include the following:

58.12.1.1.   Valid Client ID and eligibility

58.12.1.2.   Valid provider ID and eligibility

58.12.1.3.   Valid procedure, diagnosis code, and covered service

58.12.1.4.   Valid NDCs, revenue codes, and Current Procedural Terminology or Health Care Financing Administration (HCFA) Common Procedure Coding System (CPT/HCPCS) procedure codes

58.12.1.5.   Presence, format validity, and consistency editing

58.12.1.6.   Valid start and stop dates

58.12.1.7.   Duplicate Authorization check for previously authorized or previously adjudicated services, including the same services during the same time frame by different providers

58.12.2.   The Colorado interChange shall notify the user when an entered data field fails an edit. An edit web page shall appear, alerting the user to the online edit set and any override capabilities on the edit. The edit web page shall also contain the edit number and description. The Contractor shall determine the edits appropriate and inappropriate for override by PA type, as directed by the Department.

58.12.3.   Stage: Implementation Contract Stage II

58.13.   Reference #1547: Identify and reject duplicate PARs.

58.13.1.   Contractor Approach: The PA system shall check for duplication of service authorized by Client ID, service dates and overlapping dates of service, and previously authorized or previously adjudicated services, including the same services during the same time

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frame by different providers. Duplicate editing capabilities shall prevent situations involving misuse of services or funds.

> The Colorado interChange shall notify the user when an entered data field fails an edit. An edit web page shall appear, alerting the user to the online edit set and any override capabilities on the edit. The edit web page shall also contain the edit number and description. The Contractor shall determine the edits appropriate and inappropriate for override by PA type, as directed by the Department.

58.13.2.   Stage: Implementation Contract Stage II

58.14. Reference #1548: Provide the ability for authorized Colorado interChange users to search and view PAs by selected criteria (e.g., provider, Client, PAR type) in Colorado interChange.

58.14.1.   Contractor Approach: The Colorado interChange Prior Authorization Search panel shall provide the capability to search for PAs by many different criteria, including provider, Client, PAR type, received date, procedure code. Colorado interChange users shall be able to further streamline the search process by using additional criteria. The GUI shall allow the authorized user to move through the PA system using pull-down menus and point-and-click technology. The system shall allow for quick searching of the PA database for specific PAs based on characteristics including service type, provider number, Client ID, PA number, COS, and procedure.

58.14.2.   Stage: Implementation Contract Stage II

58.15. Reference #1549: Provide the ability to link and view multiple PARs to a Client record.

58.15.1.   Contractor Approach: The PA inquiry panel containing the Client ID shall link back to the Client data panel. When inquiring about Authorization requests through the Healthcare Portal, providers shall be able to access a "Dashboard" view, which immediately presents them with a list of their most recent Authorization requests and the at-a-glance status.

58.15.2.   Stage: Implementation Contract Stage II

59. OPERATIONS MANAGEMENT, CLAIMS PROCESSING

59.1.   Reference #1550: Colorado interChange shall edit claims/Encounters for medical policy (e.g., duplicates, bundled services). Claims/Encounters can be identified, adjusted, re-processed, using the information that was available when the claim was first submitted.

59.1.1.   Contractor Approach: Colorado interChange shall fully edit and audits each claim on its entry into the claims engine, making it possible for a claim to be fully adjudicated within seconds.

59.1.1.1.   Through the edits and audits, the system shall ascertain whether a claim is payable. The edits shall validate the data submitted within the claim, and the audits make sure that the claim complies with the Department's dollar and service limitations.

59.1.1.2.   The Contractor shall add edits and audits that do not currently reside in the system as directed by the Department. After added, the Contractor shall change them to accommodate new policies, procedural changes, or changes in the local medical practices, as directed by the Department. The Contractor shall identify the required

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edit and audit criteria to support the Colorado Medicaid program as directed by the Department.

59.1.1.3.   The system shall maintain at a minimum 72 months of online adjudicated claims history and all claims for lifetime procedures on a current, active claims history file for use in the claim audit process, online inquiry, and claim reporting functions. Colorado interChange claims history shall be updated automatically at the end of each adjudication cycle so that the most current information is available for audit processing, online inquiry and update.

59.1.1.4.   The Contractor shall identify the required edit and audit criteria to support the Colorado Medicaid program as directed by the Department. During the Design and Define Phase, the Contractor shall document all required edits, audits, system suspense locations, disposition criteria, and other edit-related items.

59.1.2.   Stage: Implementation Contract Stage II

59.2.   Reference #1551: Provide detail and summary reporting on paid, re-priced, suspended, or denied claims/Encounters that are identified through claim edits to the Department weekly.

59.2.1.   Contractor Approach: The Colorado interChange system shall provide several reports that detail claim volume, error resolution, errors Encountered, suspense volume and claim aging that shall be provided at intervals determined by the Department. Colorado interChange reporting shall assist the Department with identifying edits with high volumes of denied or suspended claims.

59.2.1.1.   Through the EDMS, reports shall be available electronically in PDF and Microsoft Excel formats from the repository where users shall be able to access them when and how they need them. Additionally, the electronic format of the report shall let users run searches for critical information, print only the portion of the report they need, or export data to spreadsheet applications for analysis.

59.2.1.2.   During the DDI phase, the Contractor shall design, implement, and test the reports and obtain approval of the report Specifications and report distribution schedule from the Department.

59.2.2.   Stage: Implementation Contract Stage II

59.3.   Reference #1552: Adjudicate claims in accordance with Department policies and federal requirements.

59.3.1.   Contractor Approach: The Colorado interChange shall be fully Configurable for Colorado-specific rules, edits, and audits as needed to comply with the Colorado Medicaid Program.

59.3.2.   Stage: Implementation Contract Stage II

59.4.   Reference #1553: Provide the ability to identify, edit, and adjudicate claims/Encounters for services carved out of a managed care Contract as a Fee-For-Service claim.

59.4.1.   Contractor Approach: The Managed Care subsystem shall contain edits to prevent Fee-For-Service reimbursement when the recipient is enrolled in an MCO, unless the service is defined as a carve-out that is not covered by the specific MCO but covered

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under a Fee-For-Service arrangement. In carve-out situations, the system bypasses shall manage care editing so that providers receive timely reimbursement for these services.

59.4.2.   Stage: Implementation Contract Stage II

59.5.   Reference #1554: Provide the ability to override automated system pricing for pricing that exists on PAs.

59.5.1.   Integrate with a Diagnosis Relationship Grouping (DRG) to determine the DRG and support DRG Authorization/pricing capabilities.

59.5.2.   Allow users to manually override pricing related parameters at the detail service line and header level.

59.5.3.   Contractor Approach: The Colorado interChange shall support the pricing of claims by various reimbursement methodologies, as directed by the Department.

59.5.4.   Colorado interChange shall allow for online entry of manual pricing for claims at the detail service line and header level, as appropriate. Colorado interChange shall retain user-entered manual prices and will have a pricing indicator of "MANUAL" when a manual price has been assigned. Using Department-defined pricing policy, the claims team shall manually enter an override code, as applicable.

59.5.5.   Colorado interChange shall use Department-Configurable criteria within the reimbursement rules to determine the pricing policy for a specific service. The reimbursement rules main purpose shall be to assign the pricing method for the service. PA requests shall be able to be set up with a "price by PA" pricing method which will override the "max fee" on file for that service and pay the amount authorized on the PA request, when paying claims for that Client.

59.5.6.   Stage: Implementation Contract Stage II

59.6.   Reference #1555: Support rent-to-own pricing conversion (e.g., DME, supplies).

59.6.1.   Contractor Approach: The Contractor shall set up the specific edit rules in the rules engine, as directed by the Department, that would encompass the following: the Client's eligibility (Medicaid versus Medicare for example), the specific services (for example, apnea monitor, CPAP), and the duration. The rate that would be applied shall be set up in the pricing rules. The Colorado interChange shall be able to be configured to support several rent and rent-to-own policies.

59.6.2.   Stage: Implementation Contract Stage II

59.7.   Reference #1556: Support lower-of price methodology (i.e., invoice-plus vs. MSRP-discount). Record and collate, from submitted MSRP and/or invoice data, real-time benchmark data to validate MSRP and invoice submissions.

59.7.1.   Contractor Approach: The Colorado interChange rules management shall allow trained authorized users to identify, create, refine, and maintain business rules that effectively capture and enforce medical policy. The Contractor shall create the appropriate rules to support this requirement.

59.7.1.1.   The Contractor shall create the appropriate rules to support the lower-of price methodology and to accurately price and adjudicate claims against submitted

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MSRP or invoice data as directed by the Department. Claims shall be set to suspend to review against real-time benchmark data to validate the MSRP and invoice submissions as directed by the Department.

59.7.2.   Stage: Implementation Contract Stage II

59.8.   Reference #1557: Each Health Benefit Plan has its own unique services that need to be edited for available benefits and limitation, and services have their separate rates and payment methodology between Health Benefit Plans.

59.8.1.   Contractor Approach: The Colorado interChange shall provide the ability to establish, maintain, and administer multiple benefit plans by defining benefit plan covered services, member populations, reimbursement models, and Capitation criteria. The BPA rules shall support the Colorado interChange' advanced claims processing engine. They shall offer flexible parameters used to validate and edit claims for service limitations. The Colorado interChange shall process claims within the guidelines established in the benefit plan and out-of-scope service criteria maintained in the BPA functional area.

59.8.1.1.   Benefit plan data shall identify a group of covered services (benefits) granted to a member deemed eligible for the services the benefit plan represents. Benefit plan Configuration shall include the following:

59.8.1.1.1.   Coverage rules detailing restrictions for services within a benefit plan

59.8.1.1.2.   Reimbursement rules for selecting a payment method to reimburse a provider for services provided to an eligible enrollee

59.8.1.1.3.   Billing rules classifying services a provider can bill within a benefit plan.

59.8.2.   Stage: Implementation Contract Stage II

59.9.   Reference #1558: Include functionality to support all HIPAA transactions including, but not limited to, attachments (275 and HL7), and the Unsolicited 277, Prior Authorization 278, and Unsolicited 278.

59.9.1.   Contractor Approach: The ANSI X12N 275 Patient Information transaction shall be part of the HIPAA claim attachments standard and once it is finalized by CMS. The Colorado interChange shall support the ability to process Health Level Seven (HL7) Continuity of Care Document (CCD) standards that will assist in the processing of 275/277 claim attachment transactions by the federally mandated date. The Contractor shall fully comply with the X12 275 after CMS releases the final requirements for this transaction.

59.9.1.1.   For HIPAA-compliant electronic 835 transactions, the Contractor' EDI interChange Connections shall use national adjustment reason codes and healthcare remark codes to convey the claim finalization, as well as the provider's financial activities. The Contractor's interChange shall post X12 835 transactions to the Medicaid portal following each financial cycle.

59.9.1.2.   The solution shall support Authorization requests through standard X12N 277/278 transactions or through the Healthcare Portal. The Colorado interChange shall be enhanced to support the submission of attachments through the Healthcare Portal

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and the X12N 275 transaction, which supports the exchange of HL7 claim attachment information.

59.9.1.3.   The Colorado interChange shall allow providers to submit claims and transactions in multiple venues and supports the following HIPAA-compliant claim standards:

59.9.1.3.1.   ASC X12 837 Professional Claim

59.9.1.3.2.   ASC X12 837 Institutional Claim

59.9.1.3.3.   ASC X12 837 Dental Claim

59.9.1.4.   Additionally, Colorado interChange shall also provide access to claim information through the automated voice response system (AVRS) and HIPAA-mandated X12 276/277 Healthcare Claim Status Request/Response.

59.9.1.5.   Providers who have implemented one of the many HIPAA-mandated claims-related transactions shall be able to use the Healthcare Portal and interChange to exchange one or more of the following transactions:

59.9.1.5.1.   HIPAA-compliant X12 276/277 healthcare claim status request or response transactions

59.9.1.5.2.   Unsolicited X12 277 healthcare claim status for pended claim status notifications

59.9.1.5.3.   HIPAA-compliant X12 835 healthcare claim payment or advice transactions Using the X12 276/277 and unsolicited X12 277 transactions, providers can verify in real time the status of a single claim or several thousand claims. Colorado interChange also posts X12 835 transactions to the Healthcare Portal following each financial cycle.

59.9.2.   Stage: Implementation Contract Stage II

59.10. Reference #1559: For each Health Benefit Plan, process claims/Encounters and Capitations against defined service, policy and payment parameters within the Health Benefit Plan.

59.10.1.   Contractor Approach: The Colorado interChange shall apply system edits and audits to claims and Encounters to verify they comply with the Department's Medicaid policies and medical criteria. The edit process shall validate data elements on the claim or Encounter for required presence, format, consistency, reasonability, and allowable values.

59.10.1.1.   Service codes shall be edited so they are payable in accordance with the Department guidelines and policies (for example, second surgical opinion and PA) as defined in the BPA rules. The system shall edit claims and Encounters against the provider, member, and reference data files as part of the claims processing function.

59.10.1.2.   Colorado interChange shall perform audits after completing editing and initial pricing. Additionally, the system shall perform auditing on approved-to-pay details against paid details found on the current claim or Encounter, current cycle, or paid claims or Encounter history.

59.10.2.   Stage: Implementation Contract Stage II

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59.11. Reference #1560: Provide the ability to perform adjudication for individual claims/Encounters and batch claims/Encounters once received into Colorado interChange.

59.11.1. Contractor Approach: The Colorado interChange shall provide immediate, real-time adjudication of every claim type, from interactive responses to claims submitted through the Internet to batch responses provided within minutes of the claim submission. Providers shall be able to submit claims through the Web Portal and receive a real-time response for each individually submitted claim. Claims that are submitted in batch mode shall be processed throughout the day as they are received.

59.11.2. Stage: Implementation Contract Stage II

59.12. Reference #1561: Provide the ability to pilot business rules to be applied to a designated group (e.g., Client, provider) in a test environment. Provide the flexibility to add and change indicators and parameters easily and to allow for authorized user-defined adjudication rules.

59.12.1. Contractor Approach: The Colorado interChange shall support a Configurable rules engine where authorized users shall be able to define and update criteria as policy changes. The Contractor defines testing environments where users shall be able to pilot policy changes and run transactions to see the impact of the change. The Contractor shall use batch processes to load recommended coverage criteria and benefit package criteria to the test environment for Department review and approval. Department staff members shall be able to review the recommended changes, make modifications to the recommended changes, and approve or disapprove the recommendations through the User Interface. When approved by the Department, the Contractor shall migrate the modifications to the Production Environment.

59.12.2. Stage: Implementation Contract Stage II

59.13. Reference #1562: Provide the ability to suppress payment of Capitation payments in whole, by provider, Health Benefit Plan, and Client eligibility.

59.13.1. Contractor Approach: Managed care payments shall be made based on program-specific negotiated Capitation payment rates. As is the case in claims pricing, online, real-time user updateable tables shall drive the managed care Capitation payment process allowing the ability to suppress payment of Capitation payments. The Capitation payments shall be based on criteria that may include the county or ZIP code of the recipient or provider, recipient age or gender, aid category, rate region, TPL resource code, program status code, Medicare status, or other risk factors.

59.13.1.1. Colorado interChange shall support the ability to suppress payments based on specific provider, provider type, claim type, or for the entire payment cycle. The Contractor shall change the Colorado interChange system to support the suppression of Capitation payments by provider, Health Benefit Plan, and Client eligibility. This functional capability shall be tailored through Configuration as directed by the Department.

59.13.2. Stage: Implementation Contract Stage II

59.14. Reference #1563: Provide the ability to adjudicate Capitations for retroactivity of Client eligibility.

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59.14.1.   Contractor Approach: Colorado interChange shall provide rules based processing of Capitation. As members are added to the eligibility file retroactively, or eligibility dates are changed to encompass retroactive dates, Capitation shall be adjusted back to the retroactive date according to the Department's rules and policy. The next monthly Capitation payment shall include the new dates and amounts for the Client. With the configurability of Colorado interChange rules, this requirement shall be defined and configured into the rules engine during the initial implementation as directed by the Department.

59.14.2.   Stage: Implementation Contract Stage II

59.15.   Reference #1564: Provide the ability to flag, re-price, suspend, or deny claims/Encounters from the same provider billing more than once for a service or defined episode of care.

59.15.1.   Contractor Approach: Colorado interChange shall perform audits on details that are approved to pay against paid details that are found on the current claim, current cycle, or paid claims history. Colorado interChange shall perform duplicate audits first. During duplicate auditing, Colorado interChange shall read all of the history that overlaps the dates of service of the current detail. The Colorado interChange shall perform both the exact duplicate and the suspect duplicate audit for each history detail obtained. While the Colorado interChange uses numerous tables in provider, reference, recipient, and PA for editing, users shall be able to customize audits online through a series of easily updateable audit criteria windows. The audit for duplicate shall be set to deny or flag, by way of suspension to a certain claim location, for re-pricing, as directed by the Department.

59.15.1.1.   Limitation audits shall be able to be placed on a benefit plan to control overuse of specific services. Services for individual Clients also shall be limited by the use of the PA screens, as directed by the Department. During the claim processing process, the claim system shall automatically look at the Authorization module to determine if there is an Authorization in place for the service billed. If there is an Authorization, the system also shall check the number of services authorized to determine if the claim exceeds the number of allowed units and the number of units previously billed.

59.15.1.2.   Various combinations of individual, ranges of codes, and combinations of codes shall be able to be grouped together to form certain conditions or Episodes of Care. The Colorado interChange shall provide the capability to group codes for the following for a wide range of codes such as Health Benefit Plan, diagnosis, DRG, modifier, occurrence code, provider type, provider specialty, revenue code, and type of bill.

59.15.2.   Stage: Implementation Contract Stage II

59.16.   Reference #1565: Provide the ability to flag, re-price, suspend, or deny claims/Encounters from different providers (even different provider types) billing separately for a service or defined episode of care.

59.16.1.   Contractor Approach: Colorado interChange shall perform audits after completing all editing and initial pricing. Additionally, the system shall perform audits on details that are approved to pay against paid details that are found on the current claim, current

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cycle, or paid claims history. Duplicate audits shall be configured to match provider ID or provider type, or any other combination of variables defined as audit variables as directed by the Department. This shall allow for suspension or denial of claims from different providers or different provider types billing separately for a service or defined episode of care.

59.16.2.   Stage: Implementation Contract Stage II

59.17. Reference #1566: Provide the ability to suspend, deny, or reduce payment for serious reportable events (as defined by the ACA), according to federal and State rule and law.

59.17.1.   Contractor Approach: The flexibility of Colorado interChange shall enable the Contractor to configure edits and audits to suspend or deny claims during adjudication according to the requirements as defined in federal and State rule and law. Additionally, Colorado interChange shall support payment reductions through the Configuration of rules to determine final claim payment based on services billed and the defined rules. As the ACA defines serious reportable events, the Colorado interChange shall be configured to apply edits and audits to suspend, deny or reduce payment based on those events being identifiable on a claim as directed by the Department.

59.17.2.   Stage: Implementation Contract Stage II

59.18. Reference #1567: Provide the ability to process, verify, and adjudicate mass adjustments for all paid and denied claims/Encounters, Capitation payments, and zero pays.

59.18.1.   Contractor Approach: The Colorado interChange shall provide for processing of user-initiated mass adjustments by authorized users. The adjustment processing function shall be flexible in supporting processing of individual or mass adjustments of claims. Mass adjustments shall include systematically selected claims for re-pricing because of retroactive pricing changes, including Capitation rate changes, spend-down changes, Client or provider eligibility changes, and other changes that require reprocessing of multiple claims.

59.18.2.   Stage: Implementation Contract Stage II

59.19. Reference #1568: Provide parameter-driven multi-selection criteria for mass adjustment processing.

59.19.1.   Contractor Approach: Colorado interChange shall allow authorized users to specify the search criteria in an online mass adjustment page. The Colorado interChange shall display claims meeting the specified criteria. Parameters that users may select shall include time period, age, sex, claim type, DRG, diagnosis, ESC (error code), NDC, program, provider ID, Client ID, region code, revenue, procedure, modifier, and provider type/specialty. The user shall have the flexibility to select or deselect any of the claims, release the selected claims for continued adjustment processing, or cancel the adjustment.

59.19.2.   Stage: Implementation Contract Stage II

59.20. Reference #1569: Provide the ability to exclude claims/Encounters from mass adjustments that have zero impact to a payment.

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59.20.1.   Contractor Approach: The mass net verification panel shall allow claims to be removed from an adjustment for any reason, including zero impact adjustments.

59.20.2.   Stage: Implementation Contract Stage II

59.21. Reference #1570: Create and process system-generated claims/Encounters, including, but not limited to managed care Capitations, Case Management payments, and financial transactions.

59.21.1.   Contractor Approach: The Colorado interChange shall provide the capability to calculate and generate Capitation payments to the Department's MCOs that have pricing based on a Capitation payment model. The system shall be able to prorate Capitation payment to the days the Client is enrolled with the managed care provider in the given payment period, or the system shall be able to pay a flat monthly rate based on the payment requirement for the particular managed care program, such as a Case Management fee, as directed by the Department.

59.21.2.   Stage: Implementation Contract Stage II

59.22. Reference #1571: Provide the ability to perform the claim reconsideration process electronically. The claims and attachments are submitted electronically and connected in Colorado interChange.

59.22.1.   Contractor Approach: During the Design and Define Phase, the Contractor shall streamline this process through Enhancements to the Web Portal and electronic claims processing as directed by the Department. The Contractor shall allow submission of reconsideration attachments in the Healthcare Portal.

59.22.2.   Stage: Implementation Contract Stage II

59.23. Reference #1572: Provide the ability to deny payments for Provider Preventable Conditions, according to federal and State rule and law.

59.23.1.   Contractor Approach: The Colorado interChange supports a Configurable rules engine where authorized users shall be able to define and update coverage and payment criteria as policy changes. Additionally, the system shall support DRG pricing using DRG grouper software, and hospital acquired conditions as defined by CMS shall be able to be flagged and excluded from payment decisions.

59.23.1.1.   The Colorado interChange shall provide the ability to deny claims whenever a Present on Admission indicator on the claim indicates a Provider Preventable Condition such as Stage III and IV pressure ulcers or air embolism. The exact logic used will be created by the Contractor during DDI based on input and direction from the Department.

59.23.2.   Stage: Implementation Contract Stage II

59.24. Reference #1573: Provide outlier and provider peer group pricing options for inpatient/outpatient claims/Encounters.

59.24.1.   Contractor Approach: The Colorado interChange shall incorporate DRG pricing for inpatient claims and APC/ Enhanced Ambulatory Patient Grouping (EAPG) pricing for outpatient claims. The Colorado interChange shall supports various pricing methods, and outlier payments such as cost outlier and day outlier shall be supported based on

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an individual state's policy. Additionally, provider peer group pricing shall be an option that is supported based on the Department's policy.

59.24.1.1. The reimbursement rule type within the BPA rules shall provide the capability to define the reimbursement methodology to use during claims and Encounter processing.

59.24.2. Stage: Implementation Contract Stage II

59.25. Reference #1574: Provide the ability to deny claims/Encounters with certain diagnoses only when the "uncovered" diagnosis is the primary diagnosis, but allow payment if the "uncovered" diagnosis is not the primary diagnosis.

59.25.1. Contractor Approach: The Colorado interChange shall allow both provider Contract billing rules and member coverage rules to allow coverage for services based on primary diagnosis or other diagnoses.

59.25.1.1. The Configurable member benefit plan rules shall allow authorized users to determine the coverage requirements. The user shall be able to configure a rule based on a list of "uncovered" diagnosis codes and in which position the diagnosis code appears—primary, secondary, and any position both at the header and detail level.

59.25.2. Stage: Implementation Contract Stage II

59.26. Reference #1575: Provide the ability to adjust, process, and/or price Medicaid/Medicare dual eligible claims/Encounters in accordance with Medicare guidelines. This includes claims/Encounters for Clients who are in Medicare Managed Care, including Part C.

59.26.1. Contractor Approach: Colorado interChange shall provide the same flexibility in processing Medicare claims as it does for all claim types. The Colorado interChange shall support the paper and electronic claims submission of the Department-required claim forms, including Medicare crossover claims. The Colorado interChange shall also accommodate the Department's pricing methodologies related to Medicare crossover claims. The Colorado interChange shall have the same Configurable rules engine with edits, audits and pricing rules applicable to Medicare processing as for all other claims. Additionally, the Contractor shall apply the same exceptional adjudication, reporting, online access and adjustment processing to Medicare crossover claim processing as for other claim types. The Colorado interChange's flexibility to configure edits, audits and pricing through the rules engine shall also enable it to be compliant with CMS and State requirements relative to Medicare Part C Encounters.

59.26.2. Stage: Implementation Contract Stage II

59.27. Reference #1576: Provide the ability to adjudicate claims/Encounters based on national standard adjustment reason codes and remark codes from third parties where Medicaid is not the primary payer.

59.27.1. Contractor Approach: Colorado interChange shall be HIPAA-compliant and support the inclusion of other payer information on claims/Encounters submitted, deducting prior payments during the pricing of claims received from third parties. The Colorado interChange shall interpret national standard adjustment reason codes and remark codes

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and shall process claims based on these standard codes according to the rules defined in the Colorado interChange rules engine.

59.27.2.   Stage: Implementation Contract Stage II

59.28. Reference #1577: Provide the ability for authorized Colorado interChange users to view the pricing methodology and calculation used to process each claim/Encounter.

59.28.1.   Note: Track the rate applied to a claim, the rate source and document them on the claim record.

59.28.2.   Contractor Approach: Colorado interChange shall display the applicable rate type and reimbursement rule used in pricing. The reimbursement rule shall define any benefit adjustment factors used in pricing the claim.

59.28.3.   Stage: Implementation Contract Stage II

59.29. Reference #1578: Calculate and set Medicaid co-pays by Health Benefit Plan and by Client eligibility.

59.29.1.   Contractor Approach: The Colorado interChange shall provide the extensive copay rule type within the BPA rules management function. Authorized users shall be able to define the criteria to be used to calculate the copay amount by selecting the variables to include in the rule from the available options. These variables shall include member benefit plan, patient location, diagnosis code – header or detail, primary or secondary, dates of service, place of service, claim type, and modifier.

59.29.1.1.   Authorized users shall be able to also create a copay limit group through the BPA Maintenance feature.

59.29.2.   Stage: Implementation Contract Stage II

59.30. Reference #1579: Provide the ability to calculate and set Medicaid co-pay maximums by Health Benefit Plan, Client eligibility, and by Client income and household parameters.

Note: The Department will provide the Client or Family federal poverty level (FPL) or income in the eligibility interface to facilitate this process.

59.30.1.   Contractor Approach: The copay limit group shall define the copay limit amount, the time period, and the effective and end dates. The time period shall be able to be selected from the list of available options which include per calendar month – same billing provider or regardless of billing provider, per calendar year—same billing provider or regardless of billing provider, per enrollment year, per dates of service—same billing provider, or current claim. The copay method table shall enable users to define the copay rate amount which can be based on minimum and maximum allowed amounts.

59.30.1.1.   The copay rule shall be able to then use either or both of the copay limit group and the copay method as criteria. Additionally, the member benefit plan also shall be available to use in the copay rule definition. The member benefit plan given to a member shall be based on the medical status (aid category) code of the member as established in the medical status/benefit plan cross-reference table. The medical status (aid category) code shall indicate the percent of federal poverty level of the member

59.30.2.   Stage: Implementation Contract Stage II

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59.31. Reference #1580: Provide the ability to price claims/Encounters irrespective of submission media type.

59.31.1. Contractor Approach: The Colorado interChange shall be a multipayer benefit plan solution that is table-driven, allowing the Department the flexibility to configure many different payment methodologies, irrespective of submission media type. Whether a claim is submitted using EDI, paper or the Healthcare Portal, the Colorado interChange shall have the capability to price claims without regard to media type and also shall apply incentives based on media type if required.

59.31.2. Stage: Implementation Contract Stage II

59.32. Reference #1581: Maintain active and inactive date spans on all updateable fields in Colorado interChange and include controls so that updating the field cannot delete the inactive data.

59.32.1. Contractor Approach: Information stored in the Colorado interChange shall be date segmented to control when certain policy, rates, and coverage apply. Active date span along with inactive date shall be used to support maintaining historical data necessary for auditing and proper historical claims adjudication. Active and inactive date spans shall be present on rate segments and use effective and end dates on updateable segments.

59.32.1.1. The Colorado interChange shall maintain all code sets used for the processing of claims and Encounters including revenue, HCPCS, CPT, Code on Dental Procedures and Nomenclature (CDT), and diagnosis within the BPA functional area. These tables shall contain both active and inactive date spans and can only be updated by authorized users. Records shall only be deleted in accordance with Department direction, so a complete history of the file is available for auditing purposes.

59.32.1.2. For each code set, online inquiry and update access shall be available based on the security of the user. Authorized users shall be able to maintain the base information, restrictions, effective and end dates.

59.32.2. Stage: Implementation Contract Stage II

59.33. Reference #1582: Manage current and historical reference data so that updates do not overlay, historical information is maintained and made accessible, and ensure that only the most current reference file information is used in business functions, including but not limited to processing claims/Encounters and Capitations, and producing reports.

> Note: Possess the capability of being date-specific and allow for multiple date periods to remain accessible for the business functions.

59.33.1. Contractor Approach: The Colorado interChange reference subsystem shall maintain the reference data with effective and end dates. Current as well as inactive segments shall be maintained for historical purposes. The reference segment effective and end dates shall coincide with the dates of service submitted on a claim. During claims processing, the claims engine shall match the claim's Date of Service with the effective and end date for a procedure, revenue, diagnoses, and other codes. When the Colorado

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interChange Encounters inactive reference data, the claims engine shall bypass that entry and processes claims from the corresponding active entry.

59.33.1.1.　　The reference subsystem shall display data through the User Interface panels to allow users to view the current and historical information. All additions, deletions and updates made to the reference data shall be tracked through an audit trail. The audit trail shall provide the date of the transaction, the previous information if applicable and identifies the specific user or system entering the record.

59.33.2.　　Stage: Implementation Contract Stage II

59.34.　Reference #1583: Provide the ability to automate requests for additional information to be incorporated into claim processing while suspending the claim until the information is received.

59.34.1.　　Contractor Approach: Certain edits, when applied to a claim, shall be able to automatically indicate to a provider that further information is needed for the claim to be processed appropriately. These edits shall be able to be configured to maintain the claim in suspended status for a certain number of days—for example, if an attachment is expected but not received. If the additional information is not received before the specific number of days elapse, the claim shall automatically deny.

59.34.2.　　Stage: Implementation Contract Stage III

59.35.　Reference #1584: Provide the ability to manage requests for non-covered services through an exception workflow (e.g., "non-covered" requests for EPSDT Clients).

59.35.1.　　Contractor Approach: The Colorado interChange shall handle noncovered services through a PA workflow process. The Colorado interChange shall support requiring a PA for certain services, such as noncovered EPSDT services, and denying the claim if the service is not prior authorized.

59.35.1.1.　　The Contractor shall also provide the ability to have the noncovered services submitted on paper claims for special handling, as determined by the Department. If this ability is selected by the Department, when received, the claim shall be scanned using a special batch which assigns a specific ICN region. When these claims pass through the claims engine, they shall bypass normal editing as approved by the Department rather than an outright denial. The Department shall be able to customize the outcome and handle edits differently than would apply for other claim regions.

59.35.2.　　Stage: Implementation Contract Stage II

59.36.　Reference #1585: Provide the ability for Colorado Medical Assistance program HCBS waivers to be defined and managed in Colorado interChange as Health Benefit Plans.

59.36.1.　　Contractor Approach: The benefit plan Configuration capability of the Colorado interChange shall support authorized users defining custom benefit plans to take advantage of different coverage criteria for unique populations. Each waiver program shall be assigned a benefit plan which easily identifies the program. The unique benefit plans shall allow flexibility in covered age, provider restrictions and rates. Separate benefit plans shall also provide the State a mechanism for reporting each waiver to CMS.

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59.36.2.   Stage: Implementation Contract Stage II

59.37. Reference #1586: Use co-insurance, co-pay, and deductibles from third parties at the detail level for detail oriented claims/Encounters, and at the header level for header level oriented claims/Encounters during claims/Encounters processing.

59.37.1.   Contractor Approach: The Colorado interChange shall have a robust claims pricing system driven by user-updateable tables, such as fee schedules, provider-specific rate tables, or member cost-sharing tables—for example, member liability, member spend-down, Copayment, and TPL tables. These tables shall provide the Colorado interChange system with the data necessary for calculating the appropriate claim or detail payment for each service according to Department rules and limitations applicable to each claim type, COS, and type of provider. Additional information that affects pricing may include modifiers, provider type and specialty, claim type, and member age. The Contractor shall provide the flexibility within Colorado interChange in applying these differing payment methodologies, including using co-insurance, copay and deductibles during claim processing to appropriately adjudicate claims from third parties at both the detail and header level.

59.37.2.   Stage: Implementation Contract Stage II

59.38. Reference #1587: Provide a solution to accommodate prospective payments for outpatient hospital claims (e.g., Enhanced Ambulatory Patient Groupings) that could potentially be applied to other ambulatory care settings.

59.38.1.   Contractor Approach: Colorado interChange shall support prospective payments for outpatient hospital claims with Enhanced Ambulatory Patient Groupings (EAPC). During the implementation phase, the Contractor shall identify required modifications to the base functional capability to meet the specific needs of the Colorado interChange, including EAPGs and other ambulatory care settings, based on the input and direction from the Department.

59.38.2.   Stage: Implementation Contract Stage II

59.39. Reference #1588: Provide the ability to prioritize transactions by submitter and transaction type, before the financial cycle, to delay or change processing order of transactions based on Department criteria.

59.39.1.   Contractor Approach: Transaction types shall be scheduled through the Schedule Maintenance panel in Colorado interChange. Before finalizing the financial cycle for payment, the Department shall be able to request a delay or hold based on specific criteria, such as submitter type, even as detailed as specific providers. Colorado interChange shall allow an authorized user to suspend the selected schedule Maintenance record for the time period specified.

59.39.2.   Stage: Implementation Contract Stage II

59.40. Reference #1589: Limit payment for services to those described within the Client Service Plan as authorized through a PAR. Deny claims/Encounters exceeding dollar or utilization limits established in the Health Benefits Plan and those not approved in the Client Service Plan.

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59.40.1.	Contractor Approach: The Contractor shall maintain the Client Service Plan authorized services as PA records. Each item on the PA record shall allow the user to specify the approved rate per unit and the number of approved units. Colorado interChange shall then compare claims submitted for the approved services against the PA to verify the approved unit rate is not exceeded. Depending on the Department-Configurable claims disposition, the claim shall then be routed for further review or systematically denied as determined by the Department. Colorado interChange shall update the PA records based on adjudicated claims. The system shall decrement the number of units and dollars used during the claims processing cycle limiting payment for services to those authorized within the Client Service Plan.

59.40.2.	Stage: Implementation Contract Stage II

59.41.	Reference #1590: Automate Health Insurance Buy-In (HIBI) cases to avoid paying multiple premiums for a Client when they change insurance providers.

59.41.1.	Contractor Approach: Colorado interChange shall have an automated process to identify information received from CMS that does not match with Client information in the MMIS. This window is called the mismatch window. The Contractor shall be responsible for researching the information received from CMS, and correcting any discrepancy. There also shall be a buy-in error report that the Contractor creates based on the transaction codes received from CMS. The transactions shall show when a Client's name does not match with CMS records, another state Medicaid program reports as an existing buy-in, or the Client is deceased and CMS changed the effective date of the Contractor's record.

59.41.2.	Stage: Implementation Contract Stage II

59.42.	Reference #1591: Provide the ability to categorize and separate claims from Encounters in Colorado interChange.

59.42.1.	Contractor Approach: In the Colorado interChange system, claims and Encounters shall be processed through the same business rules using the same reference data. However, they shall reside in separate databases and shall be easily distinguished by the different ICN ranges used for each. The first two digits of the ICN, or the region code, shall enable the Colorado interChange system to differentiate between claims and Encounters during processing.

59.42.2.	Stage: Implementation Contract Stage II

59.43.	Reference #1592: Provide the ability to store and identify claims, Capitations, and Encounters as discrete data sets.

59.43.1.	Contractor Approach: In the Colorado interChange system, claims and Encounters shall reside in separate databases and are easily distinguished by the different ICN ranges used for each. The first two digits of the ICN, called the Region code, shall enable the Colorado interChange system to differentiate between claims and Encounters during processing.

59.43.2.	Stage: Implementation Contract Stage II

59.44.	Reference #1593: Within a Health Benefits Plan, provide the ability to define an episode of care and all associated claims/Encounters clearly with the episode of care. (e.g.,

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construct an inpatient admission episode of care that links all outpatient, physician, and pharmaceutical claims/Encounters related to that admission).

59.44.1.   Contractor Approach: Episodes of Care shall be tracked through software, such as the Optum Episode Treatment Grouper (ETG). This tool shall capture diagnosis codes and procedure codes from claims and Encounters, grouping relevant services provided to a Client, and sets pricing based on the episode. The software shall accurately identify episodes regardless of the treatment location or length of time between claims.

59.44.2.   Stage: Implementation Contract Stage II

59.45. Reference #1594: Provide the ability to track all claims/Encounters reviewed by contractors (e.g., Recovery Audit Contractor (RAC), PI, Office of the Inspector General (OIG), CMS, PERM), including the ability to track when a claim/Encounter have been reviewed by multiple contractors.

59.45.1.   Contractor Approach: The Contractor's approach shall allow a specific claim to only be selected for review by one entity. To keep a claim from being audited by more than one entity the individual claim shall be locked and shall not be able to be adjusted or resubmitted without being unlocked. Locking a claim shall also prevent the provider from adjusting the claim while the audit is being conducted.

59.45.1.1.   A report shall identify claims which are currently locked and provides an indicator to show the contractor who originally locked the claim. Locked claims shall also be searchable on the Lockdown Maintenance window.

59.45.1.2.   The Contractor shall track claims that have been previously audited and develop reports containing past audited claims/Encounters information for Department use.

59.45.2.

59.45.3.   Stage: Implementation Contract Stage III

59.46. Reference #1595: Provide the ability to use provider credentialing information in claims/Encounters adjudication and pricing including the ability to set denial status when a license expires.

59.46.1.   Contractor Approach: The Colorado interChange claim system shall perform edits on claims and Encounters during processing based on defined rules. Provider shall be one of the major verification areas of the claim editing process. Colorado interChange shall verify the provider's eligibility to perform the service billed on the claim or Encounter against the data on the provider file. Edits shall be set up to specifically check claim service dates against the provider file to make sure that the provider was enrolled and eligible to provide Medicaid services on the service date submitted.

59.46.2.   Stage: Implementation Contract Stage III

59.47. Reference #1596: Allow batch process and online process of Encounter corrections, replacements, and voids.

59.47.1.   Contractor Approach: In the Colorado interChange system, the Encounter original submissions, replacements, and voids shall be made through batch 837 submissions.

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59.47.1.1.   If the Department determines that its MCO would use online correction of Encounters, the Healthcare Portal shall be modified to support this functional capability. The Contractor shall provide the ability to do online correction and voids real-time through the Healthcare Portal to support online Encounter corrections by MCO.

59.47.2.   Stage: Implementation Contract Stage II

59.48. Reference #1597: Provide the ability to suppress claims processing based on criteria determined by the Department.

59.48.1.   Contractor Approach: Colorado interChange shall enable users to suppress claims processing based on criteria determined by the Department post-claims processing can hold the claim. For example, if a Client's ID is changed to reflect a new plan, the claim needs to be adjusted but not paid again. The Colorado interChange shall create a new claim with the new Client's ID behind the scenes and does not re-notify the provider.

59.48.2.   Stage: Implementation Contract Stage III

59.49. Reference #1598: Provide the capability to capture benefits used in managed care plan and then apply those services to the benefit limits when a Client returns to FFS.

59.49.1.   Contractor Approach: The Contractor shall use Encounter history for claim adjudication, as directed by the Department. During the implementation phase of the project, the Contractor shall define requirements to load Encounter history for auditing purposes, as determined by the Department. This approach shall allow the Colorado interChange system to capture benefits used in the managed care plan and then audit the benefits used when a Client returns to the FFS program.

59.49.2.   Stage: Implementation Contract Stage III

59.50. Reference #1599: Provide the ability to have the authorized Colorado interChange users to define the Encounter validation (edits) criteria for each managed care program and perform the data edits.

59.50.1.   Contractor Approach: Authorized users shall be able to configure edits and audits through the Rules Engine as part of the Colorado interChange transfer system.

> The purpose of form edits rule types in the interChange is to provide a mechanism to establish validation and policy monitoring rules that shall be able to be performed by analyzing and comparing a limited number of fields. These rules shall be based on decisions that set edits using the variables for Encounters validation for each managed care program. The user shall be able to specify which fields are required and the acceptable values. The claim shall then pay, suspend, or deny based on dispositioning data for that edit.

59.50.2.   Stage: Implementation Contract Stage III

59.51. Reference #1600: Store and link to the claim(s) payment tracking details supplied by the COFRS interface (e.g., warrant numbers, EFT numbers, warrant status).

59.51.1.   Contractor Approach: The Contractor shall accept data supplied by COFRS interface using interChange Connections ESB platform, and store required linking fields within

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the Financial Data Store. The linking details shall be available through the interChange application.

59.51.2.   Stage: Implementation Contract Stage II

59.52. Reference #1601: Provide the ability to distinguish between claims/Encounters and Capitations by Department defined major funding streams (e.g., Medicaid, state-only, CHP+, hospital provider fee, tobacco tax).

59.52.1.   Contractor Approach: The Colorado interChange shall assign fund codes to track funding sources from which services will be paid. During the implementation phase, the Contractor shall configure the specific fund codes for the Colorado interChange system to support Colorado-specific requirements, as directed by the Department. Depending on the parameters chosen, distinct fund codes shall be assigned to claims, Encounters and Capitations.

59.52.2.   Stage: Implementation Contract Stage II

59.53. Reference #1602: Provide the ability to store, maintain, and use in claims/Encounters processing reasonable and customary charge information.

59.53.1.   Contractor Approach: The Colorado interChange shall contain a robust claims pricing system driven by user-updateable tables, such as fee schedules, provider-specific rate tables, peer group rates and standard rates for services billed. Usual and customary rates as supplied by the Department shall be maintained using the User Interface by authorized users.

59.53.1.1.   These tables shall provide the Colorado interChange system with the data necessary for calculating the appropriate claim or detail payment for each service according to the Department's rules and limitations applicable to each claim type, COS, and type of provider.

59.53.2.   Stage: Implementation Contract Stage II

60. OPERATIONS MANAGEMENT, PAYMENT

60.1.   Reference #1603: Provide a comprehensive trading partner management process in Colorado interChange that allows for the trading partner to be linked to the billing provider (where payment is going) and allow for that information to also be incorporated, updated, and viewable, in the Web Portal.

60.1.1.   Contractor Approach: The Healthcare Portal shall allow the billing providers to register their trading partner as part of the Provider Enrollment process. The Trading Partner Management function of interChange Connections shall store the trading partner contact information and the HIPAA transactions the partner can send and receive. This shall verify that interChange Connections can properly receive and track information from registered trading partners. It also shall facilitate ongoing communication and testing with trading partners as transactions are added or modified to meet the changing needs of Colorado Medicaid.

60.1.2.   Stage: Implementation Contract Stage II

60.2.   Reference #1604: Provide the ability to perform accounts payable and accounts receivable (AP/AR) functions:

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60.2.1.   Track and provide user-defined aging criteria for accounts payable and accounts receivable.

60.2.2.   Allow scheduled payments from Colorado interChange to a payee based on percentages, set payment amounts or other criteria relating to the total amount owed.

60.2.3.   Allow creation of ARs that can be a percentage of payment or a defined amount to be paid.

60.2.4.   Allow easy online access to outstanding account summary information.

60.2.5.   Reduce the amount of open accounts receivable by applying Claim/ Encounter or other payment amounts to the debt and automatically create accounts receivable during recoupment.

60.2.6.   Provide the capability to allow the transfer of accounts receivable when providers go through change of ownership.

60.2.7.   Create hierarchy(s) for resolution of ARs based on Department defined rules.

60.2.8.   Contractor Approach: Colorado interChange shall maintain accurate financial data and transactions. The interChange along with the financial subsystem shall perform accounts payable (AP) and accounts receivable (AR) functions as directed by the Department. Colorado interChange shall allow an AR to be set up and a percentage or specific dollar amount to be set for how much to retrieve from the provider each cycle.

60.2.8.1.   The user also shall be able to set up recoupment limits at the payee level using the Colorado interChange. A panel shall be available in both provider and financial to set up maximum recoupment amounts.

60.2.8.2.   During the financial cycle, payments shall be applied to open ARs. Claim adjustments that result in a negative payment shall automatically create new ARs. The system shall also create ARs for negative Capitation records.

60.2.8.3.   The AR Mass Adjust panel shall be able to be used to transfer ARs from one payee to another. It also shall allow the mass update of recoupment percentage, amount, and status. A set hierarchy for AR recoupment shall be able to be further defined. The same cycle adjustment ARs shall be covered first, followed by the oldest AR.

60.2.9.   Stage: Implementation Contract Stage II

60.3.   Reference #1605: Provide the ability to manage accounts payable and receivable transactions to be sure that they are recognized and posted, manage financial transactions related to program delivery and processing, and allow management of program funds.

60.3.1.   Contractor Approach: The Colorado interChange shall be a full function set of tools that supports the various standards required for the State's MMIS environment. The Colorado interChange shall be compliant with Generally Accepted Accounting Principles (GAAP) as promulgated by the Government Accounting Standards Board (GASB), federal and State rules, and regulations, and provides the internal controls necessary for continued Sarbanes Oxley compliance. The Colorado interChange shall provide the flexibility to track and report Colorado Medicaid Program transactions across the multitude of formats and structures needed to effectively manage and report the financial operations of every health program administered by the State.

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60.3.1.1.   The fully integrated Colorado interChange shall link transaction detail—such as claims, adjustments, payments, receivables, cash receipts, recoupments, and voids—to related records and the various levels of detailed reporting the State requires. The Colorado interChange shall be flexible with the requisite internal controls to enable accurate financial reporting on actual performance and an integrated module for forecasting of budgeted expenditures.

60.3.2.   Stage: Implementation Contract Stage II

60.4.   Reference #1606: Provide the ability to track and manage existing cases, AR/AP, overpayments (i.e., check numbers payer, payee, date, amount, memo).

60.4.1.   Contractor Approach: Colorado interChange enables users to track and manage existing cases and AR/AP overpayments. The UI panels shall be used to track and maintain the AR/AP refunds. Additionally, the financial transitions are posted on the provider's Remittance Advice (RA) and on various financial reports.

60.4.2.   Stage: Implementation Contract Stage II

60.5.   Reference #1607: Provide the ability to complete and track both full and partial adjustments to claims/Encounters.

60.5.1.   Contractor Approach: Colorado interChange shall enable users to complete and track full and partial adjustments to claims or Encounters. Claim adjustments shall be processed in the financial extractor process during the weekly payment cycle. During the cycle, the second claim shall be compared to the original claim. The net amount payment shall be calculated. If the net payment amount is positive, a payment record shall be created. If the net payment amount is negative, an AR shall be created. The adjustments shall then be shown in a separate section of the provider's RA. The RA shall show the original and second claim.

60.5.2.   Stage: Implementation Contract Stage II

60.6.   Reference #1608: Monitor all AP/AR with user-defined reporting and alerts to notify authorized Colorado interChange users of changes in values.

60.6.1.   Contractor Approach: Colorado interChange shall enable users to monitor the AP/ARs with user-defined reporting and alerts that can be set to notify authorized Colorado interChange users of changes in values. Alerts shall be able to be sent internally and externally from the workflow system. Business rules shall be assigned to determine when to generate them, as directed by the Department.

60.6.2.   Stage: Implementation Contract Stage III

60.7.   Reference #1609: Provide the ability to define financial transactions by type and category (e.g., court settlements, audits, TPL).

60.7.1.   Contractor Approach: Financial transactions shall be able to be defined by the type and category. Each financial transaction shall be assigned a reason code that defines the type and category. The type shall define the transaction— for example, an AR, payout, void, or adjustment. The category shall generally include the payee type, reason codes, and funding codes. The payee type may include providers, Clients, State agencies, and TPL carriers. The reason code shall define why the transaction is being done and is

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assigned by the system or UI panel, depending on how the transaction is created. Examples of reason codes may include cost settlements, audits, or TPL recovery. The funding code shall be used to define who will pay for the transaction.

60.7.2.   Stage: Implementation Contract Stage II

60.8.   Reference #1610: Accommodate prospective payments not based on claims/Encounters, and be able to recover payments based on user-defined criteria.

60.8.1.   Contractor Approach: Colorado interChange shall accommodate prospective payments not based on claims or Encounters and still be able to recover payments based on user-defined criteria. The AP Expenditure panel shall allow the authorized user to generate advance payments that can be linked to ARs. A payout shall be created with an AR—with a forward date. This shall track payouts and validate recoupment.

60.8.2.   Stage: Implementation Contract Stage II

60.9.   Reference #1611: Provide the ability to track and pay Clients and other non-provider payments, for programs such as HIBI and Medicare Buy-In.

60.9.1.   Contractor Approach: Colorado interChange shall capture and display all cash collections, post payment recoveries, cost avoidance data, Medicare Buy-In and HIBI in order to provide the data needed for reporting and increased cost avoidance, as directed by the Department. The Contractor's operational processes and Colorado interChange system shall enable the Fiscal Agent to work seamlessly with the RAC to maximize cost avoidance.

60.9.1.1.   Buy-in payments to Clients shall be coordinated in the Colorado interChange system between the Buy-in and Financial subsystems. The Colorado interChange Buy-in subsystem shall contain the rules for calculating and triggering the Buy-in payments to Clients. The Financial subsystem shall then process and track payments made as determined by the Buy-in rules.

60.9.1.2.   The Colorado interChange shall have three panels that monitor the Medicare Buy-In premiums. First is the Buy-in Coverage panel which shall show the monthly premiums for both A and B, and the accumulated premium total paid so far for the Client. The next two separate panels are the Buy-in Actions from CMS for A and B. These two panels shall show the monthly premium along with the transaction code received from CMS. The transaction code shall allow the system to know if this is a new buy-in person, an ongoing buy-in person, an adjustment to a previous record, or if the buy-in has termed. This panel shall also show debit or credit transactions and allows the user to double click on each transaction code to give the description of the transaction code received. Any type of discrepancy found shall be researched by the Contractor.

60.9.2.   Stage: Implementation Contract Stage II

60.10.   Reference #1612: Provide the ability for providers to report Client payments on their claims/Encounters (e.g., Post-Eligibility Treatment of Income (PETI), copay, co-insurance, deductible).

60.10.1.   Contractor Approach: The Colorado interChange EDI system, Connections, shall use the 837 transaction standard for all claim submissions. The system shall map and

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capture all data submitted in compliance with X12 requirements for 837 transactions, including Client payments such as PETI, copay, co-insurance, and deductibles as directed by the Department.

60.10.1.1.   After it is captured on the claim, the claims engine shall use Client payment information during processing to appropriately price the claim according to the defined business rules. After the claim has been adjudicated and finalized, the financial Remittance Advice or electronic 835 shall display Client payments as required.

60.10.2.   Stage: Implementation Contract Stage II

60.11.   Reference #1613: Store premium assistance and special payments tracking details such as Client insurance policy numbers.

60.11.1.   Contractor Approach: The Contractor shall establish Health Insurance Premium Payment (HIPP) cases through the Colorado interChange HIPP panels, verify the existence and effectiveness of HIPP coverage, maintain and store the policy information, and store and track all premium payments to policyholders.

60.11.2.   Stage: Implementation Contract Stage II

60.12.   Reference #1614: Prevent or suspend payments for Clients or beneficiaries who have become ineligible for Colorado Medical Assistance program or who are not eligible for a specific services (e.g., Long-Term Care services).

60.12.1.   Contractor Approach: When a claim processes in the Colorado interChange and the Client is not eligible for the Colorado Medical Assistance program or for a specific service, the appropriate edit shall post to the detail or entire claim. The flexible disposition tables shall enable authorized users to specify the outcome for each edit. The user shall be able to deny the edit or suspend for manual resolution. If the Department's direction is to provide payment, the claim shall be manually priced as directed by the Department.

60.12.2.   Stage: Implementation Contract Stage II

60.13.   Reference #1615: Within the Colorado Medical Assistance program, provide the ability to distinguish between Medicaid and non-Medicaid (e.g., CHP+ and State only programs) claims/Encounters and reimbursement.

60.13.1.   Contractor Approach: The Colorado interChange system shall assign fund codes to track funding sources from which services will be paid. Fund codes shall be used to provide the ability to distinguish between Medicaid and non-Medicaid programs (for example, CHP+ and State only programs) claims/Encounters and reimbursement. During the implementation phase, the Contractor shall configure the specific fund codes for the Colorado interChange system to support Colorado specific requirements, as determined by the Department. Depending on the parameters chosen, distinct fund codes shall be assigned to claims, Encounters and Capitations.

60.13.2.   Stage: Implementation Contract Stage II

60.14.   Reference #1616: At the time of adjudication, write the applicable FFP rate to the Claim/ Encounter and Capitation that includes different FFP rate reported by service on the same

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Claim/ Encounter and Capitation. In addition to total payment amount, include total state payment and total federal payment (e.g., for a $100 family planning service, the total payment would be $100, the state payment would be $10, and the federal payment would be $90; the FFP would be 90/10).

60.14.1. Note: FFP is populated at either the line or header depending on how payment is determined.

60.14.2. Contractor Approach: After the claim/Encounter has processed to finalization, the Colorado interChange financial subsystem shall assign the FFP rates during the financial payment cycle. The rate shall be determined based on the fund code assigned to the claim/Encounter or Capitation in conjunction with the claim paid date. The FFP shall be populated at either the detail line or header, depending on payment methodology. The FFP rates shall then be used to identify the correct funding and report the payment data accordingly.

60.14.3. Stage: Implementation Contract Stage II

60.15. Reference #1617: Pay, report, and track service expenditures by funding source. Tracking shall be based on current and prior Fiscal Year. Allow for reassignment of expenditures (including claim adjustments), by Fiscal Year, according to general accounting principles.

60.15.1. Contractor Approach: The Colorado interChange solution shall be compliant with GAAP as promulgated by GASB, federal and State rules, and regulations, and provides the internal controls necessary for continued Sarbanes Oxley compliance. Colorado interChange shall provide the flexibility to track and report Colorado Medicaid Program transactions across the multitude of formats and structures needed to effectively manage and report the financial operations of every health program administered by the State. The Colorado interChange shall use assigned fund codes to report and track expenditures by funding source.

60.15.2. Stage: Implementation Contract Stage II

60.16. Reference #1618: Provide the ability to report on (or change) the federal match rate (FFP) on recoveries and offsets to be what the rate was for the original payment, rather than what the rate is on the date of recovery or offset.

60.16.1. Contractor Approach: The Colorado interChange financial subsystem shall assign the FFP rates to recoveries and offsets during the financial payment cycle. The rate shall be determined based on the fund code assigned. The fund code shall be assigned and reported based on the original payment date, rather than the rate associated with the date of recovery or offset. The FFP rate shall be populated at either the detail line or header, depending on payment methodology. The FFP rates shall then be used to identify the correct funding and report the payment data accordingly.

60.16.2. Stage: Implementation Contract Stage II

60.17. Reference #1619: Provide procedures and workflow process to manage paper claims and other items that need to be returned to providers.

60.17.1. Contractor Approach: The criteria for returning a claim or other documentation shall be outlined in the Contractor's procedure manuals and incorporated within workflows.

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All communications to providers shall indicate the reason for the return of the materials and the Contractor shall keep a record of this correspondence on file.

60.17.2. Stage: Implementation Contract Stage II

60.18. Reference #1620: Provide the ability to generate and distribute notification letters to providers for accounts receivables through multiple channels (e.g., paper, email, web posting) as defined by Department.

60.18.1. Contractor Approach: The Colorado interChange shall provide the ability to notify providers by paper, email or publishing to the Web Portal, whenever an accounts receivable is created. Additionally, a reminder letter shall be generated after the original notification, as directed by the Department.

60.18.2. Stage: Implementation Contract Stage II

60.19. Reference #1621: Provide the ability for an authorized Colorado interChange users to apply payment to the correct accounts receivable (AR) record.

60.19.1. Identify delinquent accounts both individually and in mass, with the proper authority based on a user-defined accounts receivable threshold.

60.19.2. Once delinquent accounts have been identified, generate a report.

60.19.3. Allow future claims/Encounters to hit against any AR uncollectible accounts.

60.19.4. Differentiate between federal and State funding for any written-off accounts to ensure any recovered money is appropriately allocated.

60.19.5. Perform accounting functions on individual providers which includes a full query history of both open and uncollectible AR.

60.19.6. Correct AP/AR and payment information with the proper authority.

60.19.7. Allow for claim-specific AP/AR at both header and detail levels.

60.19.8. Contractor Approach: The Colorado interChange shall enable authorized Colorado interChange users to apply payment to the correct accounts receivable (AR) record. The AR screen shall display a list of the delinquent ARs for a provider. The Colorado interChange shall provide reports that list AR data, and the user shall be able to run ad hoc reports for specific AR data. The payment cycle shall systematically apply provider payments to ARs that are set up for automatic recoupments (to hit against uncollectible accounts). Dispositions that are applied to ARs shall carry specific reason codes that identify the type of recoupment. The AR shall carry the fund code for dispositions applied to the AR to distinguish federal and State funding. The AR screen and the ad hoc reporting system shall allow for multiple search criteria, including a full query history of open and uncollectible AR. The screens shall allow for updates and corrections depending on the user's authority. ARs shall be able to be claim-specific or nonclaim-specific. Claim-specific ARs shall have a link to the claim that caused the AR to be created.

60.19.9. Stage: Implementation Contract Stage II

60.20. Reference #1622: Provide the ability for a provider to apply online payment to the correct accounts receivable record.

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60.20.1.   Contractor Approach: The Provider Healthcare Portal shall have the capability to set up online banking for deposits from the plan to the provider. The Contractor shall make the necessary changes to the Provider Healthcare Portal, based on input and direction from the Department, to comply with this requirement.

60.20.2.   Stage: Implementation Contract Stage III

60.21.   Reference #1623: Provide authorized Colorado interChange users and providers access to AP/AR detail to related accounts and receipts.

60.21.1.   Contractor Approach: The Provider Healthcare Portal shall allow providers to search for payments meeting their specified criteria. Possible search criteria may include payment method, payment type, Electronic Funds Transfer (EFT) payment ID, check number, claim ID, remittance ID and the issue date for a settlement or payment. When a provider uses claim ID as a search criteria, the most recent payment that includes that claim shall be the one displayed. Providers and their delegates shall have access to the payment history search capability.

60.21.1.1.   The Colorado interChange shall provide access to accounts receivable detail to authorized Colorado interChange users and providers.

60.21.2.   Stage: Implementation Contract Stage II

60.22.   Reference #1624: Support at least one (1) provider payment cycle weekly.

60.22.1.   Contractor Approach: The Contractor shall provide file transmissions, payment cycle reporting, and payment data to the State, on a schedule determined by the Department. The Colorado interChange shall support a provider payment cycle at least once per week. The Financial Scheduler Panel shall allow an authorized user to define the financial cycles. For example, expenditures and Capitations shall be able to be set up to be generated during the week and scheduled to run on a week day, if desired. Overrides shall be available in the schedule to temporarily change the cycle dates to allow for holidays and special cycles, if needed. Paid dates shall be able to be set directly for the overridden schedules.

60.22.2.   Stage: Implementation Contract Stage II

60.23.   Reference #1625: Provide the ability for authorized Colorado interChange users to withhold or suspend provider payments after adjudication and prior to a final paid claims status.

60.23.1.   Contractor Approach: The Colorado interChange system shall provide authorized Colorado interChange users with the capability to withhold or suspend provider payments after adjudication and before a final paid claim status can be performed. The Financial Fiscal Pend panel shall be able to be used to hold claims based on several criteria such as a provider with a dispute or a court case. Claims balancing reports shall also be generated to verify the integrity and accuracy of the data.

60.23.2.   Stage: Implementation Contract Stage II

60.24.   Reference #1626: Provide the ability to accept data from the BIDM and use the data to set post-processing edit(s) or flag claims to suspend payment prior to final paid claim status and indicate the reason for which the claim was suspended.

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60.24.1. Note: BIDM will provide the ability to conduct pre-payment Program Integrity reviews. The pre-payment analytics identify Fraud, waste, abuse, upcoding unnecessary services, and other irregular billing or service practices. Feed data to the Colorado interChange that can be used to identify claims for which payment should be suspended and the reason for the suspense.

60.24.2. Contractor Approach: Colorado interChange—working with the claims subsystem—shall accept data from the BIDM to set postprocessing edits or flag claims to suspend payment before final paid claim status and indicate the reason for which the claim was suspended as directed by the Department. The Contractor shall be committed to establish timely and accurate processing of data from the BIDM.

60.24.3. Stage: Implementation Contract Stage III

60.25. Reference #1627: Support the immediate identification of any payment balancing issues between COFRS and the payment file.

60.25.1. Contractor Approach: The Colorado interChange shall provide a fully functioning financial system that provides detailed reporting and appropriate audit trails to enable immediate identification of payment balancing issues between COFRS and the Colorado interChange payment file. The Contractor shall use the Colorado interChange financial reports and information displayed in the interChange User Interface to balance information between the two systems, research discrepancies and resolve the discrepancies.

60.25.2. Stage: Implementation Contract Stage II

61. OPERATIONS MANAGEMENT, QUALITY

61.1. Reference #1628: Provide the capability to validate the Client diagnosis code(s) submitted supports the service being billed.

61.1.1.1. Contractor Approach:

61.1.1.1.1. The Colorado interChange BPA rules engine shall provide the capability to specify the acceptable diagnosis codes for a service. When a claim is submitted and contains a diagnosis that is not acceptable, the appropriate edit shall post. The flexible disposition table shall specify the outcome of the edit — suspend for manual review, deny, or pay.

61.1.1.1.2. The Configuration of coverage data in the benefit plan rules engine shall allow for various coverage criteria and restrictions. Rules shall be able to be configured to validate service and diagnosis combinations.

61.1.2. Stage: Implementation Contract Stage II

61.2. Reference #1629: Perform quality control procedures to screen and capture electronic images, date-stamp, Julian date, assign unique control numbers and batch hardcopy claim forms and attachments, adjustment/reconsiderations, MED178, and updated documents.

61.2.1. The quality control process for hardcopy document images shall be described in the Quality Assurance Control/Quality Management Plan which shall follow the Deliverable submission, review and approval process.

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61.2.2.   Stage: Implementation Contract Stage II

61.3.   Reference #1630: Utilize quality and validation procedures to ensure accuracy of the information from paper claims/Encounters and attachments entered into Colorado interChange and validate data entry before it is adjudicated.

61.3.1.   Contractor Approach: The Contractor shall conduct a daily random sample of keystrokes. An image of a paper claim shall be viewed side-by-side against the keystrokes made in the data entry software. If discrepancies are found, the claim shall be immediately pulled and corrected, documented in the performance Dashboard, and discussed in the next weekly data entry team meeting.

61.3.2.   Stage: Implementation Contract Stage II

61.4.   Reference #1631: Prior to payment, verify that the services on one or more claims do not exceed Department defined limits associated with the services or procedures a Health Benefit Plan (e.g., post partum care provided six months after delivery or therapist cannot provide more than 24 hours worth of services in one day).

61.4.1.   Contractor Approach: The audit rule type within the Colorado interChange BPA rules engine shall provide the capability to configure the rules related to Department-defined limits. The limitation shall be able to be based on units, hours, or dollars and applied across multiple claims for the specified time period, as determined by the Department. The limitation shall be able to be for a specific benefit plan or across multiple benefit plans.

61.4.1.1.   These audits shall support enforcing service limits within defined timeframes. Audits shall be customizable and shall be able to be defined to support federal and state specific policy. Limitations shall be able to be Client or provider based. The system shall support unit limits, day limits and dollar limits and limits shall be Configurable by time frame (calendar year, per day, lifetime, and so on).

61.4.2.   Stage: Implementation Contract Stage II

62. OPERATIONS MANAGEMENT, TPL

62.1.   Reference #1632: Edit all benefits and services, and benefits utilization services claims/Encounters for TPL coverage prior to payment to ensure Medicaid is the payer of last resort.

62.1.1.   Contractor Approach: The Contractor shall cost avoid claims using real-time technology by using the claims rules engine to define services covered by the plan and using the most current TPL and carrier information available. Colorado interChange's TPL subsystem shall maintain the identification of Medicaid eligible recipients who have TPL resources responsible for medical payments. This shall establish compliance with the federal mandate that the Department be the payer of last resort when reimbursing healthcare providers for services rendered to eligible recipients.

62.1.1.1.   The Colorado interChange shall edit the benefits, services, and benefits utilization services for TPL coverage before payment. For each Client with TPL coverage, the Contractor shall maintain the policy information including the type of coverage—such as medical, dental, or inpatient. The other insurance (OI) rule type within the

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interChange BPA rules engine shall specify when a particular service is covered by the primary insurance.

62.1.2.   Stage: Implementation Contract Stage II

62.2.   Reference #1633: Provide the ability to edit claims/Encounters based on TPL to be treated as cost avoid or pay and chase based on procedure code, COS, and/or eligibility data (e.g., age, pregnancy, institutionalized status).

62.2.1.   Contractor Approach: When defining the rules for third-party liability or other insurance (OI) coverage in the Colorado interChange, the user shall be able to specify the outcome if the detail or claim does not meet the rule. The acceptable outcomes shall be deny, pay, pay and report, or suspend. Details or claims with a deny status shall be cost-avoided and the details or claims with a pay and report status shall be marked for the pay and chase process. The OI rules shall be able to vary depending on various elements including the age and benefit plan of the Client, procedure code, family planning indicator, and COS. This feature shall enable the Department to reduce billing hassles for providers by only requiring providers to bill the primary insurance or Medicare for those services known to be covered by the primary insurance carrier or Medicare.

62.2.1.1.   Cost Avoidance shall be the preferred method, and shall be supported in real time to prevent payments from being sent by Medicaid when a member's third-party coverage should pay instead. This shall be done through the claims rules engine – OI rules.

62.2.1.2.   Pay and Chase claims shall be identified and paid through the claims rules engine based on procedure code, COS and/or eligibility data. When a Pay and Chase claim is processed the EOB/ESC on the claim shall be set to a Pay and Chase edit, which shall then be reported and used in recovery efforts as directed by the Department.

62.2.2.   Stage: Implementation Contract Stage II

62.3.   Reference #1634: Provide the ability to produce TPL data and/or cost avoidance reporting as required by federal and State rules and regulations.

62.3.1.   Contractor Approach: The Contractor shall accomplish required reporting through the TPL cost-avoidance report. The cost avoidance report shall allow the Department to comply with federal and State rules of reporting, specifically the CMS-64 report. This report shall execute quarterly with the quarter-end claims adjudication cycle. The Contractor shall distribute this report to the Department, according to the Department's requirements.

62.3.2.   The Colorado interChange shall capture and display all cash collections, post payment recoveries, cost avoidance data, Medicare Buy-In and HIBI in order to provide the data needed for reporting and increased cost avoidance.

62.3.3.   Stage: Implementation Contract Stage II

62.4.   Reference #1635: Provide the ability to capture TPL health insurance coverage provided by other contractors and match information to Clients.

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62.4.1.   Contractor Approach: The Contractor shall recommend and perform data exchanges with other contractors, insurance carriers, governmental agencies and other entities as authorized and directed by the Department. The Contractor shall maximize TPL collections by implementing a series of electronic exchanges that use specially selected multiple match keys performed on the widest network of carrier files. The Contractor's data matches shall identify new healthcare coverage resources resulting in enhanced TPL recoveries and increased cost avoidance. By performing cross matches with eligibility files from health insurance, commercial carriers and other governmental agencies, the Contractor shall identify and verify previously unknown third-party coverage information for Colorado's Medicaid Clients.

62.4.2.   Stage: Implementation Contract Stage II

62.5.   Reference #1636: Provide TPL billing information on 835 and TPL coverage information on eligibility responses to providers for Clients with third party coverage.

62.5.1.   Contractor Approach: The Contractor shall produce remittance advices in nontechnical language that is easily understandable. Provider remittance advices shall be produced in a comprehensive and user-friendly document that provides weekly and year-to-date provider earnings information on paid, adjusted and denied claims as well as claims in process and pending. The remittance advices shall also contain error codes and TPL information where appropriate.

62.5.1.1.   Additionally, providers shall be able to receive data electronically. Colorado interChange shall provide financial payment data using HIPAA transaction set 835. In the HIPAA-compliant electronic 835 transactions, the third-party billing information shall be reported in the Corrected Priority Payer Name segment, when it is believed that another payer has priority for making a payment on the claim.

62.5.2.   Stage: Implementation Contract Stage II

62.6.   Reference #1637: Maintain the trauma indicators in Colorado interChange and provide appropriate edits to identify potential TPL cases.

62.6.1.   Contractor Approach: The Colorado interChange shall provide the capability to designate diagnosis codes as trauma or accident related. The MMIS then flags claims with the appropriate diagnosis codes as part of a potential TPL case. Using the case-tracking panels in the Colorado interChange, authorized users shall be able to determine and indicate which claims to include in the case.

62.6.1.1.   The claims processing subsystem shall check each claim for the presence of accident/injury diagnosis codes. Certain diagnosis codes shall be identified as injury or trauma codes on the reference system database. The system shall pay the claims and shall report the payments for the recipient to allow tracking and potential case recovery collection by the TPL staff.

62.6.2.   Stage: Implementation Contract Stage II

62.7.   Reference #1638: Accept and process claims/Encounters adjustments from Medicare enrolled Clients.

62.7.1.   Contractor Approach: The Contractor shall provide the ability for the largest Medicare Part A carriers to interface with interChange. Additionally, the Contractor shall

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continue to build on the Contractor's existing relationships with the Medicare carriers and establish new relationships to provide the Department with efficient Medicare crossover claims processing. Colorado interChange shall support the paper and electronic claims submission of the Department-required claim forms, including Medicare crossover claims. Colorado interChange shall also accommodate the Department's pricing methodologies related to Medicare crossover claims.

62.7.2.   Stage: Implementation Contract Stage II

62.8.   Reference #1639: Accept and process claims/Encounters adjustments from third parties (e.g., primary insurance companies).

62.8.1.   Contractor Approach: The Healthcare Portal shall allow the trading partner information to be registered for the Third Party Payer. The Trading Partner Management function of interChange Connections shall store the trading partner contact information and the HIPAA transactions the partner can send and receive. This shall verify that interChange Connections can properly receive and track information from the registered Third Party payers. The transactions received from the Third Party payers shall be validated for compliance and translated, in the same manner as the crossover claims.

62.8.1.1.   The Colorado interChange shall accept claim and nonclaim–specific adjustments, automated adjustments from AR and TPL case tracking, no-history adjustments, recoupments, mass adjustments, and cash transactions. Colorado interChange shall accept retroactive adjustments to account for retroactive changes to Client spend-down, TPL retroactive changes, and retroactive changes to medical coverage codes (groups). The system shall also accept Program Integrity automated adjustments and shall be able to accept and process claims or Encounter adjustments from third parties if the request has the appropriate information.

62.8.2.   Stage: Implementation Contract Stage III

62.9.   Reference #1640: Provide the ability for individual payments, including Medicare Parts A and B, to be applied to the Client's history and reconcile with the report sent to the federal government.

62.9.1.   Note: This refers to recoveries of payments (either full amount or a partial amount) that Medicaid paid as primary, but should have been paid by Medicare. In the Legacy System, end users (Fiscal Agent Operations) manually data enter incoming checks into the system.

62.9.2.   Contractor Approach: The Contractor shall prepare and submit retroactive Medicare Part A and B crossover billing reports to Medicare or the provider as appropriate. For post pay billing, the TPL subsystem shall bill the providers to contact Medicare part A and B. If any payments (either full amount or partial) are received or recouped from the provider, the monies shall be applied to adjust the claim.

62.9.3.   Stage: Implementation Contract Stage II

62.10.   Reference #1641: Support Medicare Buy-In processing to generate automatic accretion, discontinuation, re-accretion and/or Change Requests for Medicare Buy-In, as applicable.

62.10.1.   Contractor Approach: The Colorado interChange shall support the ability to generate automatic accretions on a daily or weekly basis for Medicare Buy-In eligible Clients.

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Deletions and change records shall be generated on a weekly basis. The Colorado interChange shall subsequently generate Part A and Part B Buy-In transactions sending files with the appropriate demographic information for CMS submission. Generated and sent Buy-In records shall be reported out daily.

62.10.2. Stage: Implementation Contract Stage II

62.11. Reference #1642: Provide the ability to apply, track, and document recovered or recoverable monies to the appropriate claims/Encounters, at the level corresponding to the allowed charge.

62.11.1. Contractor Approach: For post payment billings, the Contractor shall monitor outstanding accounts receivables and use automated rebilling processes to resubmit claims to the carrier for reprocessing. After a claim is billed for post payment recovery, an accounts receivable shall be established, maintained and tracked in interChange. The AR shall be used for tracking the recovery activity. Financial reports shall be created that list all billings/AR's and the amount outstanding and recovered. For post pay billing, when the Contractor receives payment from the provider, a history only check related adjustment shall be created to apply the money collected at the claim level or specific detail level.

62.11.1.1. Colorado interChange shall enable users to apply, track, and document recovered (and partially recovered) or recoverable monies (and partially recoverable monies) to the appropriate claims or Encounters, at the level corresponding to the allowed charge. When payment is received from the provider, a history only claim shall be created to apply the money collected. The claim shall not be touched if money is received from an insurance carrier. Colorado interChange shall track the money through an accounts receivable.

62.11.2. Stage: Implementation Contract Stage II

62.12. Reference #1643: Provide the ability to apply, track, and document partially recovered and partially recoverable monies to the appropriate claims/Encounters, at the level corresponding to the allowed charge.

62.12.1. Contractor Approach: Colorado interChange shall allow the adjustment of claims history to reflect a partial recovery of payment because of a third-party payment. The Colorado interChange shall apply the refund amount to the claim at the level corresponding to the allowed charge. The disposition shall be tracked in the same manner as full amount recoveries and is reported as a recovered amount on the financial reporting.

62.12.1.1. Colorado interChange shall enable users to apply, track, and document recovered (and partially recovered) or recoverable monies (and partially recoverable monies) to the appropriate claims or Encounters, at the level corresponding to the allowed charge. When payment is received from the provider, a history only claim shall be created to apply the money collected. The claim shall not be touched if money is received from an insurance carrier. Colorado interChange shall track the money through an accounts receivable.

62.12.2. Stage: Implementation Contract Stage II

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62.13. Reference #1644: Capture and provide to the BIDM all cash collections, post-payment recoveries, cost-avoidance, Medicare Buy-In, and HIBI necessary to complete the third-party section of the CMS-64 and other Department reporting needs.

62.13.1. Contractor Approach: The Contractor shall work with the BIDM contractor to define data necessary to be extracted from the Colorado interChange system and shall provide it to the BIDM contractor to complete the third-party section of the CMS-64 and other Department reporting needs. Cash collections and post-payment recoveries AR's shall be sent using extracts from the financial system. Buy-In data shall be extracted from the Recipient system.

62.13.1.1. The Colorado interChange shall capture and display cash collections, post-payment recoveries, cost-avoidance data, Medicare Buy-In, and HIBI to provide the data needed for reporting and increased cost avoidance, as directed by the Department.

62.13.1.2. When TPL recoveries occur in the Colorado interChange, a disposition shall occur against a received financial cash control number (CCN), and a balancing disposition occurs against a case or carrier recovery. When those dispositions occur, a reason code shall be applied and the amount shall be recorded, along with other information such as the date and user. Images of the cash and supporting documents also shall be stored.

62.13.2. Stage: Implementation Contract Stage II

62.14. Reference #1645: Provide the capability to track Third Party Liability (TPL) recoveries and support the following Department functions:

62.14.1. Cost-avoidance

62.14.2. Trauma Editing – MSQ

62.14.3. Post-payment Recovery actions

62.14.4. HIBI

62.14.5. Medicare Buy-In

62.14.6. Contractor Approach: The Contractor shall identify and store member other insurance information on the Colorado interChange resource database. Information for cost-avoidance shall be verified.

62.14.6.1. The Contractor shall systematically generate MSQs within the Colorado interChange. This shall be designed to trigger when claims with accident/trauma procedure or diagnosis codes are adjudicated during claims processing. The questionnaire shall be mailed to the Client. The system shall track each letter and send a follow-up letter if there is no response within the time frame designated by the Department.

62.14.6.2. For post payment billings, the Contractor shall monitor outstanding AR and use automated rebilling processes to resubmit the claims to the carrier for processing. After a claim is billed for post payment recovery, an accounts receivable shall be established. This AR shall be maintained and tracked in the Colorado interChange. This AR shall be able to be used for tracking the recovery activity for the AR.

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Additionally, the system shall generate a financial report that lists all ARs and the amount outstanding.

62.14.6.3.   After billing claims to the insurance carriers, the Contractor shall monitor adjudication through the claims tracking portion of the automated accounts receivable system.

62.14.7.   Stage: Implementation Contract Stage II

62.15.   Reference #1646: At the time of third party recovery use the FFP rate applicable at the time of original adjudication on the Claim/ Encounter and Capitation (includes different FFP rate reported by service on the same Claim/ Encounter and Capitation) for federal reporting.

62.15.1.   Contractor Approach: The Contractor shall report TPL and Financial recoveries after reading the Client's eligibility information to determine the correct method to compute the federal share. Colorado interChange shall use the Client eligibility information applicable at the time of original adjudication. The Contractor shall provide this information to the State for federal reporting.

62.15.2.   Stage: Implementation Contract Stage II

62.16.   Reference #1647: Automate TPL recovery data to minimize paper transactions. Colorado interChange shall support the upload of recovered money and automated association of those funds to claims at the service level.

62.16.1.   Contractor Approach: The Contractor shall use the X12N 835 transaction set to apply TPL recovery dollars by uploading the recovered monies to the appropriate claims at the service level.

62.16.2.   Stage: Implementation Contract Stage II

62.17.   Reference #1648: Automate post payment recovery process based on federal and Department defined criteria.

62.17.1.   Contractor Approach: The Contractor shall provide a recovery process based on the federal and State's business rules. Colorado's interChange shall accept claim and nonclaim specific adjustments, automated adjustments from accounts receivable, TPL case tracking, no-history adjustments, recoupments, mass adjustments, and cash transactions (refunds). It also shall accept retroactive adjustments to accounts when a member's TPL data changes and is updated in the database. The Colorado interChange shall also accept Program Integrity automated adjustments.

62.17.2.   Stage: Implementation Contract Stage III

63. OPERATIONS MANAGEMENT, GENERAL

63.1.   Reference #1649: Ability to report Client ID discrepancies to the system of record.

63.1.1.   Contractor Approach: The Contractor shall provide reports to the system of record for Client ID discrepancies.

63.1.1.1.   Additionally, an automated process shall create a pseudo ID for new Clients. The Colorado interChange shall call the MCI system, which correlates the Client with the pseudo ID. The Client shall be automatically linked and appears on the report.

63.1.1.2.   The Colorado interChange shall verify that Client IDs are kept current using processing logic which includes a cross-reference table to associate the current ID number with former Client IDs. This shall allow the system, for example, to process a claim for the correct Client even if a provider uses an old ID number. Colorado interChange logic shall identify possible "duplicate" Clients—two Client records that may represent a single Client—and notifies appropriate staff members for reconciliation. A batch process shall perform a Client "link" process that shall automatically update the applicable system tables and references when a Client's ID is updated. The link process shall also update Client data used in other parts of the system so that other functions such as claims, PA, and financials are not adversely affected by an update to a Client ID.

63.1.2.   Stage: Implementation Contract Stage II

63.2.   Reference #1650: Provide the ability to define the accounting codes associated with any payment methodology and Health Benefit Plan.

63.2.1.   Contractor Approach: The Colorado interChange shall assign fund codes to track funding sources from which services will be paid. During implementation, the Contractor shall configure the Colorado-specific fund codes as directed by the Department. During processing, the managed care system shall assign the funding and financial will manage the funding in the same manner they use for all other transactions.

63.2.2.   Stage: Implementation Contract Stage II

63.3.   Reference #1651: Provide the capability to access multiple, concurrent versions of valid/invalid code sets (such as International Classification of Diseases, 9th Revision, Clinical Modification (ICD-9) and International Classification of Diseases, 10th Revision, Clinical Modification (ICD-10).

63.3.1.   Contractor Approach: Colorado interChange shall be a table driven platform allowing flexibility in data storage and providing the user with an interface to view the data used for processing. This flexibility shall support the ever changing CMS directives that occasionally overlap, creating a need for processing claims under different code sets or versions.

63.3.2.   Stage: Implementation Contract Stage II

63.4.   Reference #1652: Define appeal types, data structures, and content necessary to process transactions as defined by current HIPAA criteria.

63.4.1.   Contractor Approach: The Healthcare Portal shall support online submission and viewing of claims, remittances, and payment information. Additionally, using Configuration options in the portal, the Contractor shall determine what options to make available to providers regarding claims appeals, copy, and voids based on input and direction from the Department. When inquiring on claims, providers shall be able to request claims information based on claim, member information, service, or date range. Providers shall be able to view a list of claims matching the request criteria with the capability to view summary or details about the claim.

63.4.2.   Stage: Implementation Contract Stage II

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63.5. Reference #1653: Provide the ability to assign Client to provider(s) (e.g., MCOs, PCPs, PCMP, pharmacy) within a Health Benefit Plan such that the assignment cannot change without authorized approval.

63.5.1. Contractor Approach: Colorado interChange shall support lock-in and lock-out capabilities for Clients. The Healthcare Portal shall allow providers to easily request member eligibility, and verify the member's eligibility status and scope of coverage and coverage type, including lock-in and lock-out information.

63.5.2. Stage: Implementation Contract Stage II

63.6. Reference #1654: Provide the ability to exempt Client from provider(s) (e.g., MCOs, PCPs, PCMP, pharmacy) within a Health Benefit Plan such that the Client cannot be assigned without authorized approval.

63.6.1. Contractor Approach: Colorado interChange shall support lock-in and lock-out capabilities for Clients. The Healthcare Portal shall allow providers to easily request member eligibility, and verify the member's eligibility status and scope of coverage and coverage type, including lock-in and lock-out information.

63.6.1.1. Colorado interChange shall provide the ability to exempt a specific Client from enrollment with a specific Managed Care provider. This exemption shall be date-specific so that the exemption can be ended later, if necessary. This shall be supported through the lock-out feature within interChange.

63.6.2. Stage: Implementation Contract Stage II

63.7. Reference #1655: Provide the ability to price and edit Encounters or other information from managed care entities with the same pricing and edit logic as applied to claims.

63.7.1. Contractor Approach: The Colorado interChange shall process claims and Encounters through the same claims engine code using the same reference data including rules and rates. Claim and Encounter ICNs shall be assigned unique region codes that allow the system to differentiate between a claim and an Encounter. Disposition information shall be configured based on the region code and shall be able to be used to apply edits only to Encounters or only Fee-For-Service claims, or both, depending on the Department's requirements. Additionally, Encounter claims shall reflect a zero dollar true paid amount with a calculated system price that shall be stored separately for review and analytical comparison purposes.

63.7.2. Stage: Implementation Contract Stage II

63.8. Reference #1656: Provide the ability to enroll and identify a Managed Care Organization's provider network information separately and to affiliate with the Managed Care Organization.

63.8.1. Contractor Approach: The Colorado interChange shall allow providers to be linked to MCO and listed as a Fee-For-Service provider within the provider file. Additionally, the MCO's network shall show providers affiliated with the MCO.

63.8.2. As relationships change, Colorado interChange shall track changes, such as a provider leaving an MCO's network or an MCO leaving Colorado Medical Assistance.

63.8.3. Stage: Implementation Contract Stage III

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63.9. Reference #1657: Provide the ability to process Encounters capturing the Managed Care Organization's specific providers (e.g., rendering, attending, supervising) on the Encounter.

63.9.1. Contractor Approach: The Colorado interChange shall capture provider-related information as an Encounter is processed. This shall include rendering, attending, or supervising provider information. The provider-related information shall be stored in the claims subsystem of Colorado interChange.

63.9.2. Stage: Implementation Contract Stage II

63.10. Reference #1658: Provide the ability to identify multiple providers associated with the claim (e.g., rendering, supervising, billing, attending, prescribing) in accordance with the HIPAA Implementation guides.

63.10.1. Contractor Approach: The Colorado interChange claims subsystem shall support validating and storing all associated provider IDs as billed on a claim, and as required by the 837 standard transactions. These providers shall be used for coverage and payment decisions according to Department policy.

63.10.2. Stage: Implementation Contract Stage II

63.11. Reference #1659: Make available online to providers and other authorized Colorado interChange users information on the services Clients have received and been authorized to receive, including the number of authorized units (e.g., services, dollar amounts, frequency) that have already been provided the number of many additional authorized services that remain.

63.11.1. Contractor Approach: When inquiring about Authorization requests, providers shall be able to access a "Dashboard" view. The Dashboard shall immediately present providers with a list of their most recent Authorization requests and the at-a-glance status. The Healthcare Portal shall also provide a search feature that allows a provider to request Authorization information based on Authorization ID or tracking number, Authorization type, Client information, servicing or referring provider, or date range. Providers shall be able to view a list of Authorizations matching the request criteria and Drill-Down and view details about the Authorization including the number of authorized units, the number of units used, and the number that remain.

63.11.1.1. Authorized Colorado interChange users of Colorado interChange shall be able to view the same information through the Prior Authorization base and detail panels. Besides viewing the number of authorized units, the number of units used, and the number that remain, users shall be able to view the claims associated with the units used.

63.11.2. Stage: Implementation Contract Stage II

63.12. Reference #1660: According to ACP, provide the ability for authorized Colorado interChange users to use the residential zip code of protected Clients for calculation of premiums while protecting the privacy of these Clients.

63.12.1. Contractor Approach: The Colorado interChange shall store two addresses for each Client, street address and mailing address. When calculating premiums, the street

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address shall be used. This shall allow the residential ZIP code of protected Clients to be used for calculation, while protecting their privacy.

63.12.2.   Stage: Implementation Contract Stage II

63.13. Reference #1661: Provide the ability within the Rules Engine to establish and implement new accounting codes for federal and State reporting requirements. Provide the ability to expand and adjust accounting coding based on programmatic changes, as well as new reporting requirements required by State and federal needs.

63.13.1.   Contractor Approach: The Colorado interChange shall be a truly multi-payer system that shall be able to support many programs within the same financial cycle or separate financial cycles with a different set of fund codes. As new programs for State legislative or federal mandates require changes, the Colorado interChange system's highly Configurable business functional areas shall interact with each other to provide a smooth transition in coverage definitions by population, rendering provider, and other criteria. These changes shall be effective date–specific at the date of adjudication or Date of Service level and provide the updates of the federal and State shares because of the changes required.

63.13.1.1.   When the federal Fiscal Year or State Fiscal Years change, the new funding shall be loaded into interChange with the previous versions still available for retroactive features as needed. For new health programs, Colorado interChange shall provide the ability for the new services and program to be merged or separated for coverage definitions with benefit plans, pricing, funding, and reporting as requested by the Department.

63.13.1.2.   The interChange system shall support State Accounting Code Assignment capabilities that shall be set up according to Colorado-specific requirements during implementation.

63.13.2.   Stage: Implementation Contract Stage II

63.14. Reference #1662: Provide the ability to perform clinical claims/Encounters edits using nationally accepted medical review criteria, including but not limited to:

63.14.1.   American Medical Association CPT guidelines (including CPT modifiers).

63.14.2.   HCPCS/CPT (including HCPCS/CPT modifiers).

63.14.3.   Diagnosis Codes - National Uniform Billing Committee (NUBC).

63.14.4.   American Dental Association CDT codes.

63.14.5.   CMS claims/Encounters editing guidelines.

63.14.6.   Contractor Approach: The highly Configurable Colorado interChange shall provide the ability to implement claims and Encounter edits based on nationally accepted medical review criteria. Through the flexible BPA rules engine, authorized users shall be able to create the specific edits and audits related to a Client benefit plan such as procedure versus provider type conflict edit.

63.14.6.1.   The Colorado interChange shall include support for all of the standard medical billing code sets as described in this requirement. The Colorado interChange shall

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contain numerous edits that verify proper billing of these codes and the coverage rules associated with them. The rules engine shall allow new edits to be configured as policy is developed.

63.14.7.   Stage: Implementation Contract Stage II

64. PROGRAM MANAGEMENT

64.1.   Reference #1663: Provide the ability for authorized Colorado interChange users to define the Services, limitations, and other aspects of a Health Benefit Plan.

64.1.1.   Contractor Approach: Colorado interChange shall be a web-accessed modern healthcare management system that integrates a highly optimized BRE to provide the right rule at the right time. Colorado interChange BPA rules shall be responsible for most claims adjudication, pricing, editing, and auditing decisions. The configurability built into the BPA rules shall give the Department the flexibility and scalability to use the Colorado interChange for pre-adjudication transaction processing for multiple programs across the MMIS enterprise.

64.1.2.   Stage: Implementation Contract Stage II

64.2.   Reference #1664: Provide the ability to identify, track, and report unduplicated participants enrolled in 1915C programs, other waiver programs, and other Long-Term Care services.

64.2.1.   Contractor Approach: Colorado interChange shall be configured to track 1915C programs, other waiver programs, and other Long-Term Care services as discrete benefit plans. Waiver and LTC plans shall be assigned to clients based on the eligibility feed from CBMS, or assigned manually through the Colorado interChange UI. This approach shall allow Colorado interChange's standard benefit plan reporting capabilities to be leveraged to identify, track, and report unduplicated participants enrolled in these programs.

64.2.2.   Stage: Implementation Contract Stage II

64.3.   Reference #1665: Provide the data to the BIDM to develop, produce, and maintain all reporting functions, files and data elements to meet current and future federal and State reporting requirements, State and federal rules and regulations, federal MMIS certification requirements, and Part 11 of the State Medicaid Manual. Modifications to federal and State reporting requirements made after Colorado interChange implementation will be applied using the approved Change Management Process.

64.3.1.   Contractor Approach: The Colorado interChange shall provide the data to BIDM for production of the State and Federal reports and the CMS certification checklist items.

64.3.2.   Stage: Implementation Contract Stage II

64.4.   Reference #1666: Capture and provide to the BIDM all data that will be required to produce financial and utilization reports to facilitate cost reporting and financial monitoring of all waivers, other Long-Term Care benefits and services, and benefits utilization services programs.

64.4.1.   Contractor Approach: The Colorado interChange shall provide the data to BIDM for production of the State, Federal reports and the CMS certification checklist items. Besides the data required to support the requirements of the Part 11 of the State

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Medicaid Manual, the Contractor shall supply to BIDM the data required to produce financial and utilization reports to facilitate cost reporting and financial monitoring of the waivers, LTC and benefits utilization.

64.4.2. Stage: Implementation Contract Stage II

64.5. Reference #1667: Provide the ability to accept the results of third-party and Department surveys and to combine all results together for analysis.

64.5.1. Contractor Approach: The Contractor shall develop a plan to interface with the survey tool used, bringing the survey results into the inSight Dashboard reporting tool.

64.5.2. Stage: Implementation Contract Stage II

64.6. Reference #1668: Provide the ability to automate and securely deliver (or post) static, ad hoc or user-defined reports to meet federal, State and Contract requirements.

64.6.1. Contractor Approach: The Contractor's operational reporting shall provide a detailed catalog of reports for each Colorado interChange business area stored in a permanent state for continual viewing and use across time. The Contractor shall deliver a base set of reporting, housed in the EDMS that supports Maintenance and operations of the MMIS. The Contractor's Colorado interChange report management solution shall include standard built-in features, allowing the active management of the business functions supported by the Colorado interChange. Colorado interChange users shall be able to select schedules to indicate when ongoing standard reports should be executed within the automated processing cycles. The operational reports created during the update processes shall be automatically transferred for permanent storage in the EDMS.

64.6.2. Stage: Implementation Contract Stage II

64.7. Reference #1669: Provide the ability to record Encounters for State funded programs such as State Supported Living Services (SLS) and Family Support Services Program (FSSP).

64.7.1. Contractor Approach: State-funded programs shall be entered into Colorado interChange as benefit plans, with their rules configured in the rules engine as with other benefit plans. This shall allow data to be captured and reported using the same methods and processes as the federally funded programs. Encounters for State SLS and FSSP shall be loaded into the system as directed by the Department. Reporting shall be limited to the State programs, the Federal programs or a combination of both, as directed by the Department.

64.7.2. Stage: Implementation Contract Stage III

64.8. Reference #1670: Provide the ability to support and track the results of a health risk assessment at time of enrollment for Department-specified program type/aid categories, prior history of assessment, and other criteria defined by the Department.

64.8.1. Contractor Approach: A Platform within Colorado interChange shall provide the ability to support and track the results of a health risk assessment at time of enrollment for Department-specified program type/aid categories, prior history of assessment, and other criteria defined by the Department by aggregating data from multiple sources into a data repository. This data shall then be presented in a comprehensive Client record that is maintained within the Platform.

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64.8.1.1.   Besides the most current available Client health data, the platform shall also store and display historical content, such as previously completed health risk assessments.

64.8.2.   Stage: Implementation Contract Stage II

65. PROGRAM MANAGEMENT, RATE SETTING

65.1.   Reference #1671: Provide the ability to price or set reimbursement rates by provider type or other provider characteristics, such as, but not limited to provider taxonomy.

65.1.1.   Contractor Approach: Pricing and setting of reimbursement rates shall be managed by authorized users using the Colorado interChange BPA Rules Engine. The date-specific covered benefit segments and rate tables in the Colorado interChange shall provide the capability to vary prices by provider type, specialty, geographic location of billing provider, geographic location of performing provider, or any combination of these factors. The Contractor shall maintain usual and customary fees on date-specific tables in the provider functional area. Capitation rates cells shall be maintained through the managed care function. The reference function shall allow for flexible rate tables including anesthesia base rates, administration fees, conversion factors, and EPSDT schedules.

65.1.2.   Stage: Implementation Contract Stage II

65.2.   Reference #1672: Provide the ability to load and modify the Capitation rates for specified managed care entities and primary care physicians and generate appropriate premium adjustments for retroactive rate changes.

65.2.1.   Contractor Approach: The Colorado interChange system shall have online screens that allow for the entry and Maintenance of Managed Care provider-specific Capitation rates and administrative fees over time. This shall include the ability to establish multiple rates and types of payment for managed care entities and maintain a history of multiple Capitation rates for multiple Health Benefits Plans associated with one MCO. The Colorado interChange shall provide the functional capability to split the rate into separate items, making it possible to deduct a portion of the rate or handle the rate differently from the way rates are usually handled (by a fixed payment).

65.2.1.1.   Colorado interChange shall provide the ability to enter, upload, and modify the Capitation rates used for specific managed care entities and primary care physicians. Capitation rates shall be maintained through the managed care business functional area. The rate cells can be updated through the online windows or through uploading rates from a spreadsheet.

65.2.2.   Stage: Implementation Contract Stage II

65.3.   Reference #1673: Provide the ability to establish multiple rates and types of payment for managed care entities and maintain a history of multiple Capitation rates for multiple Health Benefits Plans associated with one Managed Care Organization.

65.3.1.   Contractor Approach: Colorado interChange shall support the capability to maintain multiple Capitation rates using effective dates for each provider, Client, and program. This shall be accomplished by uniquely identifying rates in a relational database which precludes overriding of historical rates when updates are entered. The Contractor shall

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base the rates for the Clients on the demographic profile of the Client such as age and gender. The flexibility of the system shall also allow for rate overrides.

65.3.1.1.   The Contractor shall use the current Client eligibility data within the managed care subsystem processes to calculate the monthly Capitation payments. The Contractor shall exclude terminated, dis-enrolled, and deceased Clients from the monthly Capitation payment to the MCO. Periodic reconciliation of Client files shall be conducted. The Contractor shall also balance these against the MCO and PCP tables. If retroactive changes occur to a Client's eligibility, Colorado interChange shall pick up and adjust the reported data to the previous Capitation payments made for the Client. Additionally, if a Client changes plans, the Contractor shall generate a reconciliation and transfer of the Capitation along with the changes. A history of the Capitation rates shall be able to be viewed through the online audit trails.

65.3.2.   Stage: Implementation Contract Stage II

65.4.   Reference #1674: Provide the ability to develop combinations of fixed and/or variable rates for managed care entities, including different rate add-ons, for a Client and a defined characteristic or service.

65.4.1.   Contractor Approach: Colorado interChange shall support Managed Care Entity rate management by providing robust Capitation functions to develop combinations of fixed and or variable rates for managed care entities. The system shall include the flexibility to pay Capitation, premium, Case Management fees and medical home payments. Colorado interChange fully supports PMPM rate structures. The feature shall also allow Capitation payments to be made using the appropriate rate for the time being paid.

65.4.2.   The system shall have standard Capitation rates that can be overridden by provider-specific rates. Colorado interChange shall store the capitated rates for the respective managed care programs in an easily maintainable and user-friendly browser environment.

65.4.3.   Stage: Implementation Contract Stage II

65.5.   Reference #1675: Provide the ability to edit and price Encounters for benefits that are not covered in a FFS Health Benefit Plan (e.g., mental health, play therapy, hypnotherapy).

65.5.1.   Note: Department is responsible for defining and establishing rates for these services.

65.5.2.   Contractor Approach: The Colorado interChange claims engine shall identify capitated services, allowing FFS claims to be denied if directly submitted by the provider or MCO. Also driven by the rules in the claims engine, Colorado interChange shall process services carved out of the managed care program as FFS claims.

65.5.3.   Stage: Implementation Contract Stage II

65.6.   Reference #1676: Provide the ability for Colorado interChange to generate Capitations based on multiple risk criteria (e.g., gender, geography).

65.6.1.   Note: Department is responsible for defining and establishing rates for these services.

65.6.2.   Contractor Approach: Colorado interChange shall enable authorized users to set Capitation rates based on Client demographics, including eligibility program, place of

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residence, age, gender, and risk factors. The system shall have standard Capitation rates that shall be able to be overridden by provider-specific rates.

65.6.2.1. The Colorado interChange system shall be able to generate Capitation payments based on multiple risk criteria, such as Client aid category/population code, gender, age, and state region. This demographic information shall be mapped to a rate cell, which in turn gives us a Capitation rate, gender, Medicare status, age, and special conditions in this table. The geography/region shall be mapped, along with a rate in the Capitation rate table, which shall use the rate cell to map the amounts correctly.

65.6.3. Stage: Implementation Contract Stage II

65.7. Reference #1677: Provide the ability to identify active codes that have not had a pricing update based on the most current update period.

65.7.1. Contractor Approach: The Contractor shall receive code set updates on a routine basis, such as weekly, monthly, quarterly or annually; the Contractor shall also capture the code set changes on a Department-defined frequency and as needed basis. These code sets may include procedure codes, diagnosis codes and other code and rate sets obtained from external sources. Before the effective date of the code set changes, Colorado interChange shall use batch processes to load code set data after capturing the code set data from the authorized code source, or authorized users shall be able to enter rates directly into Colorado interChange. Audit trail data shall be used to identify the most recent pricing update on each active code. A report shall be generated after each update period showing the active codes and their most recent pricing updates.

65.7.2. Stage: Implementation Contract Stage II

66. PROGRAM MANAGEMENT, REFERENCE

66.1. Reference #1678: Provide systematic ability to perform mass updates to reference files as defined by the Department, for such periodic updates (e.g., quarterly and annual HCPCS updates, annual APR/DRG updates, NCCI updates).

66.1.1. Contractor Approach: Before the effective date of the code set changes, the Colorado interChange shall use batch processes to load code set data after capturing the code set data from the authorized code source. Each batch job shall generate output reports that list appropriate counts such as the number of adds, deletes, and changes.

66.1.1.1. The Contractor shall load recommended coverage criteria and benefit package criteria to the policy test environment for Department review and approval. Department staff members shall be able to review the recommended changes, make modifications to the recommended changes, and approve or disapprove the recommendations through the User Interface. When approved, the modifications shall move to the Production Environment with a unique version number as part of the change management process. An audit trail of changes to the code set files shall be maintained, including who made the change, the date, and time of the change.

66.1.2. Stage: Implementation Contract Stage II

66.2. Reference #1679: Provide ability for authorized Colorado interChange users to manually update reference files as defined by the Department.

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66.2.1.   Contractor Approach: The Colorado interChange shall use role-based security to control access to the database and supporting reference tables Based on user access to view and update reference files as defined by the Department. Only with the Department's approval shall a user be granted the appropriate access based on their role to view and update reference files. Online access shall validate users for view or update capability. Transaction type and update details shall be available online or for report download.

66.2.1.1.   An audit trail shall track reference file updates to support the Colorado Medicaid Program and shall be available for Department review. Additionally, updates shall be end-dated, not deleted, preserving the data integrity while archiving historical information for claims processing and the Department's reference.

66.2.2.   Stage: Implementation Contract Stage II

66.3.   Reference #1680: Transmit all reference files to the BIDM.

66.3.1.   Contractor Approach:

66.3.1.1.   The Contractor shall work with the BIDM contractor such that the data provided shall be all inclusive for reference files, data to complete financial and utilization reporting and information needed to complete federally required reporting.

66.3.2.   Stage: Implementation Contract Stage II

66.4.   Reference #1681: Maintain all codes (e.g., revenue and HCPCS/CPT/CDT codes) and provide online update and inquiry access, including:

66.4.1.   Coverage information

66.4.2.   Restrictions

66.4.3.   Service limitations

66.4.4.   Automatic error codes

66.4.5.   Pricing data

66.4.6.   Effective and end dates for all items

66.4.6.1.   Note: Codes will be updated and reviewed periodically as defined by the Department.

66.4.7.   Contractor Approach: The Colorado interChange shall maintain all code sets used for the processing of claims and Encounters including revenue, HCPCS, CPT, CDT, and diagnosis within the BPA functional area. These tables shall contain both active and inactive date spans and can only be updated by authorized users. Records shall only be deleted as directed by the Department so a complete history of the file is available for auditing purposes.

66.4.8.   Stage: Implementation Contract Stage II

66.5.   Reference #1682: Provide and maintain a coding reference library, in Colorado interChange, that contains not only diagnosis and procedure codes, but the combinations of codes that can be used to identify and/or classify more complex concepts such as disease

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states, chronic conditions, possible fraudulent billing, and Provider Preventable Conditions.

66.5.1. Contractor Approach: The Contractor's table-driven, user-Configurable BPA shall function as a reference library by allowing authorized users to view the code and data files. The Colorado interChange shall simplify research of reference data and maximize efficiency. The Colorado interChange shall provide user-friendly search capability to search by individual code values and display search results.

66.5.2. Stage: Implementation Contract Stage II

66.6. Reference #1683: Provide the ability in Colorado interChange to select any code, (e.g., DRG, REV code, CPT) in any Colorado interChange screen and automatically launch a feature that provides information about the code (e.g., description, limitations, PAR requirements).

66.6.1. Contractor Approach: The Contractor's table-driven, user-Configurable BPA shall function as a reference library by allowing authorized users to view the code and data files. The Colorado interChange shall provide user-friendly search capability to search by individual code values and displays search results. The Colorado interChange shall maintain diagnosis and procedure codes and associated narrative short and long descriptions in the respective tables.

66.6.2. Stage: Implementation Contract Stage II

67. PROGRAM MANAGEMENT

67.1. Reference #1684: Within a Health Benefit Plan, provide the ability to group individual, ranges of codes, and combinations of code sets to define Episodes of Care or service combinations, including but not limited to the following types of codes:

67.1.1. ICD diagnoses and procedures.

67.1.2. HCPCS/CPT/CDT.

67.1.3. Procedure modifiers.

67.1.4. Revenue codes.

67.1.5. Bill types.

67.1.6. Places of service.

67.1.7. Provider taxonomy.

67.1.8. Provider type.

67.1.9. Contractor Approach: Episodes of Care shall be tracked through a tool, such as the Optum ETG. This tool shall capture diagnosis codes and procedure codes from claims and Encounters, grouping relevant services provided to a Client, and sets pricing based on the episode. The software shall accurately identify episodes regardless of the treatment location or length of time between claims.

67.1.10. Stage: Implementation Contract Stage II

68. PROGRAM MANAGEMENT, REFERENCE

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68.1.	Reference #1685: Provide the ability for authorized Colorado interChange users to add or remove modifiers, on any procedure codes, and/ or procedure code modifier relationships.

68.1.1.	Contractor Approach: The Colorado interChange shall accommodate the addition or removal of any modifier on any procedure code including procedure code modifier relationships. Program management controls shall be supported by allowing only authorized users to make changes. The Colorado interChange shall use role-based security to control access to the database and supporting tables. Colorado interChange users shall be granted the appropriate access based on their role to add or remove modifiers, on any procedure, or procedure code modifier relationships.

68.1.2.	Stage: Implementation Contract Stage II

68.2.	Reference #1686: Maintain, monitor, and publish online for providers an electronic searchable crosswalk of the HIPAA adjustment reason codes and remark codes to edits within Colorado interChange.

68.2.1.	Note: Verify the most up-to-date code standards are used.

68.2.2.	The Contractor shall publish to the Provider Healthcare Portal an electronic searchable crosswalk of the HIPAA adjustment reason codes and remark codes to edits that are used in the Colorado interChange.

68.2.3.	Stage: Implementation Contract Stage II

68.3.	Reference #1687: Maintain, monitor, and publish online for providers reports, manuals, bulletins, online listings and other documents as specified by the Department.

68.3.1.	Contractor Approach: The Colorado interChange Provider Healthcare Portal shall be a modern, easy-to-access, and comprehensive "one-stop shop" for providers, giving them 24 x 7 electronic availability of "static information" such as bulletins, announcements, and provider manuals or instructions.

68.3.2.	Stage: Implementation Contract Stage II

68.4.	Reference #1688: Provide the ability in Colorado interChange to store, maintain, and query all reference data with effective dates to support claims processing. This includes code sets such as modifiers, provider type, third party resource codes, and occurrence codes.

68.4.1.	Contractor Approach: The Colorado interChange shall maintain current and historical reference data with their respective effective and end dates. This shall include modifiers, provider types, and third-party resource codes, among other data fields.

68.4.2.	Stage: Implementation Contract Stage II

68.5.	Reference #1689: Provide the ability to function "natively" with NPI/ taxonomy, Accredited Standards Committee (ASC) X12 Version 5010, and ICD-10, without the need for crosswalks to legacy standards.

68.5.1.	Contractor Approach: The Colorado interChange shall be compliant with all the standards listed, without the need for crosswalks or mapping tools. Colorado interChange shall function natively under the latest regulatory standards (including NPI/taxonomy and 5010) as the Effective Date, and ICD-10 shall be implemented in

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interChange. The Colorado interChange shall be installed and configured to function with both ICD-10 and ICD-9 codes if needed.

68.5.2.   Stage: Implementation Contract Stage II

68.6.   Reference #1690: Provide reference files containing all data required to provide validation and pricing verification during claims/Encounters processing for all approved claim types and reimbursement methodologies.

68.6.1.   Contractor Approach: The Colorado interChange claims engine shall use the appropriate reference data segment defined for the claim's Date of Service that falls within the effective/end date and active/inactive date during claims and Encounter processing. Colorado interChange reference files shall support processing of all approved claim types and reimbursement methodologies.

68.6.2.   Stage: Implementation Contract Stage II

68.7.   Reference #1691: Provide the ability to retrieve archived reference data.

68.7.1.   Contractor Approach: The Colorado interChange shall keep versions of reference information and update transactions in the database tables. The Colorado interChange web interface shall allow only add/update actions and does not allow a user to delete data. When the Contractor needs to update or correct information, Colorado interChange shall set the old or incorrect code segment to an INACTIVE status using the INACTIVE date option provided in the screens.

68.7.2.   Stage: Implementation Contract Stage II

69. BUSINESS RELATIONSHIP MANAGEMENT

69.1.   Reference #1692: Employ an electronic tracking mechanism to locate archived source documents or to purge source documents in accordance with HIPAA security provisions.

69.1.1.   Contractor Approach: The EDMS shall monitor, track, log, and moves files throughout Colorado interChange. EDMS shall provide a complete file audit trail with real-time, processing stage updates. EDMS shall identify the archived location of source documents, facilitating data retention and destruction processes. Access to EDMS content shall be carefully controlled using role based security to verify compliance with HIPAA privacy and security requirements regarding security of PHI. Additionally, the Contractor shall establish the appropriate procedures regarding the disposition of PHI and will implement reasonable safeguard to protect PHI when purging source document in accordance with Department retention and purge time frames.

69.1.2.   Stage: Implementation Contract Stage III

70. PROGRAM INTEGRITY

70.1.   Reference #1693: Provide access to all data elements as required by the Department and all additional data required for appropriate analysis of the Colorado Medical Assistance program.

70.1.1.   Contractor Approach: Data elements as required by the Department and additional data required for appropriate analysis of the Colorado Medical Assistance program shall be housed in the Colorado interChange and accessible through Colorado interChange.

70.1.2. Stage: Implementation Contract Stage II

70.2. Reference #1694: Facilitate the transfer of legacy MMIS-based Surveillance and Utilization Review Subsystem (SURS) data to the BIDM-based SURS program

70.2.1. Note: Wherever case tracking resides, need to bring in existing data.

70.2.2. Contractor Approach: To transfer the legacy MMIS-based SURS data to the BIDM based SURS program, the Contractor shall implement data conversion programs. The data conversion programs shall convert the applicable data into the new Colorado interChange database. The BIDM group will extract and load the SURS data into the BIDM repository.

70.2.3. Stage: Implementation Contract Stage II

70.3. Reference #1695: Provide the ability, in Colorado interChange, to identify claims/Encounters currently, and previously, subject to audit or recovery down to the line detail level.

70.3.1. Contractor Approach: Colorado interChange shall enable users to identify claims or Encounters currently, and, previously, subject to audit or recovery down to the claim level.

70.3.1.1. If an edit is posted, it shall be posted on either the header or the detail. Claims/details that were denied shall be able to be identified based on the edit, except that, TPL recoveries on claims shall not get applied at the detail level. When money is received from other insurance, the claim shall be completely voided and applied to a TPL AR. The Contractor shall modify Colorado interChange to track this information at the detail level to meet this requirement.

70.3.2. Stage: Implementation Contract Stage III

70.4. Reference #1696: This requirement intentionally deleted.

70.5. Reference #1697: Within the Client Healthcare Portal, provide the ability to automate referrals, that include the EOMB, to the Department's PI Section when a Client identifies services on an EOMB that were not actually received.

70.5.1. Contractor Approach: Within the Client Healthcare Portal, the Contractor shall make modifications to the Client Healthcare Portal to allow Clients the ability to send referrals that includes the EOMB, to the Department's PI Section when a Client identifies services on an EOMB that were not actually received.

70.5.2. Stage: Implementation Contract Stage III

70.6. Reference #1698: Validate provider identity through fingerprinting, as specified in the ACA Provider Screening Rule.

70.6.1. Contractor Approach: To promote the integrity of the Colorado Medical Assistance program, the Contractor shall validate provider identity through fingerprinting, as specified in the ACA Provider Screening Rule.

70.6.2. Stage: Implementation Contract Stage II

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70.7. Reference #1699: Provide the ability for authorized Colorado interChange users to view, search, sort and flag providers that are identified with Sanctions, terminations, and exclusions.

70.7.1. Contractor Approach: Authorized Colorado interChange users shall be able to view, search, sort, and flag providers that are identified with Sanctions, terminations, and exclusions. In Colorado interChange, the Provider Contract panel shall feature an "enrollment end" reason. The values used are easily maintained in related data. A specific "end" reason shall be used when providers are terminated because of Sanctions, terminations, or exclusions.

70.7.2. Stage: Implementation Contract Stage II

71. CARE MANAGEMENT

71.1. Reference #1700: Maintain, for each EPSDT enrollee, current and historical EPSDT screening data, referrals, diagnoses, immunization data and treatments for abnormal conditions identified during the screenings, based on periodicity schedule, and be able to link the follow up treatments to the screenings for reporting purposes. Allow authorized providers access to this information, and provide online, updateable document templates for all EPSDT notices for authorized Colorado interChange users.

71.1.1. Contractor Approach: Colorado interChange shall facilitate the Maintenance, for each EPSDT enrollee, of current and historical EPSDT screening data, referrals, diagnoses, immunization data, and treatments for abnormal conditions identified during the screenings, based on periodicity schedule. Further, a platform within Colorado interChange, such as VITAL shall link the follow-up treatments to the screenings for reporting purposes as directed by the Department.

71.1.1.1. The platform shall maintain current and historical EPSDT data as part of the comprehensive Client record and triggers related alerts shall draw attention to missed services. Department personnel shall be able to view EPSDT data, such as screening data, diagnoses, immunization data, and treatments for abnormal conditions on the Client's Summary tab.

71.1.1.2. Additionally, the platform shall include a provider facing bidirectional Web Portal—available as a link from the Contractor Provider Healthcare Portal—to allow authorized providers access to this information, and provide online, updateable document templates for EPSDT notices for authorized Colorado interChange users.

71.1.2. Stage: Implementation Contract Stage II

71.2. Reference #1701: Provide the ability to generate manual and automatic initial and follow up EPSDT notices, based on Department-defined periodicity schedules.

71.2.1. Contractor Approach: The Department shall be able to generate manual and automatic initial and follow-up EPSDT notices based on Department-defined periodicity schedules from within the a platform within Colorado interChange, using the built-in letter generation capabilities. The platform shall be different from other care and Case Management platforms on the market because it takes advantage of a full-function letter authoring software to provide an easy way to design, deliver, and manage high-

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volume, personalized Client communications. Therefore, Department personnel shall be able to create custom and automated EPSDT follow-up letters within the platform, which can then be mailed or faxed to Clients and providers.

71.2.2.   Stage: Implementation Contract Stage II

71.3.   Reference #1702: Match and track Client treatments and referrals (including EPSDT) using paid claims/Encounters data based on Department-approved criteria. Provide the ability to generate an automated referrals to providers and case managers.

71.3.1.   Contractor Approach: A platform within Colorado interChange, such as VITAL, shall match and track Client treatments and referrals (including EPSDT) using paid claims/Encounters data based on procedure codes as directed by the Department. When a gap in EPSDT services is identified, such as a missed set of immunizations—such as DTap/DTP, Polio (IPV), Hib, PCV, or RV—the platform shall trigger an alert notifying the care manager of the gap. Further, alerts shall be able to be set up in the platform to enables users to generate automated referrals to providers and case managers. The platform shall provide individual alerts at the Client level.

71.3.2.   Stage: Implementation Contract Stage II

71.4.   Reference #1703: Provide the ability to allow providers to request Case Management follow-up for Clients (including EPSDT).

71.4.1.   Contractor Approach: A platform within Colorado interChange, such as the VITAL platform shall include a bidirectional Web Portal to allow authorized providers access to patient EPSDT information that is stored within the platform, such as patient and family medical history or immunization records. Through this Web Portal, providers shall be able to electronically communicate care plan notes back to the Department, including referring a Client to the Department for Case Management follow-up.

71.4.2.   Stage: Implementation Contract Stage II

71.5.   Reference #1704: Provide the ability to cross reference Case Management activities to overall Client care management and maintain history record over time.

71.5.1.   Contractor Approach: A platform within Colorado interChange shall provide the ability to cross-reference Case Management activities to overall Client care management by maintaining a history and running audit trail of system activity. This audit trail shall allow authorized users to cross-reference Case Management activities to overall Client care management. The platform's audit logs shall cover data change, user logon/logoff, user page interaction, and the changes made in the application to Client files. Besides data changes, the platform shall track who views PHI data in the application.

71.5.2.   Stage: Implementation Contract Stage II

71.6.   Reference #1705: Provide the ability to capture and store a provider's plan of care for a Client and make it available to authorized Colorado interChange users.

71.6.1.   Contractor Approach: With the platform within the Colorado interChange, Department personnel shall be able to capture and store a provider's plan of care for a Client and make it available to authorized Colorado interChange users. This shall be accomplished by adding the provider's plan of care to the Client record using the "notes" feature

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within the platform shall provide the Department with a file layout to set up the capability to load provider notes into the Client record in text format.

71.6.2.   Stage: Implementation Contract Stage II

71.7.   Reference #1706: Provide the ability to store qualitative (text) data related to Client health management.

71.7.1.   Contractor Approach: The platform within Colorado interChange shall allow users to store qualitative data related to Client health management with the attachments function of the notes module. The module shall allow the user to document and review Encounter or intervention for a Client. The types of documentation shall include note entry, letters, completed assessments, survey reviews, and any other attachments received for the Client.

71.7.2.   Stage: Implementation Contract Stage III

71.8.   Reference #1707: Provide reports to the Department, or data to the BIDM for it to provide reports, to assist in the coordination of care for all Clients (e.g., children and pregnant women covered by EPSDT, Utilization Management, Health Management, Disease Management). In addition to administrative data, reports should leverage known clinical data from EPSDT online input, local immunization registries, known EHR/HIE available data, and supplied CCD data from external systems to maximize reporting value.

71.8.1.   Contractor Approach: With the platform, the Department shall be able to run reports based on a combination of one or more of any stored data field, including EPSDT coverage, Utilization Management, health management, and disease management categories. Reports shall be able to be exported to Microsoft Excel for further evaluation or viewed by approved third parties.

71.8.1.1.   The platform shall include a reporting function that contains prebuilt reports to cover most common Case Management reporting requirements. This set of standard reports shall contain dynamic data with Drill-Down capabilities from summary level to detail level.

71.8.2.   Stage: Implementation Contract Stage III

71.9.   Reference #1708: Provide the ability to collect, track and maintain survey information of Clients for all Colorado Medical Assistance programs and feed to BIDM.

71.9.1.   Contractor Approach: The platform within Colorado interChange shall track and maintain survey information within the Assessments tab of the Client's record. Furthermore, the Content Customization tool shall enable the Department to create surveys and customized assessments. After users complete an assessment or survey, the platform places a timestamp on the completed survey and displays the status. Clients shall be able to complete the customized surveys by using the Client Healthcare Portal. Following completion, the platform shall import the survey results into notes for users to evaluate as directed by the Department.

71.9.2.   Stage: Implementation Contract Stage II

71.10.   Reference #1709: Provide the ability to collect, track, and search all health demographics information (e.g., BMI, diagnostic information, medications, pregnancy) related to notes,

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history, contacts, eligibility, correspondence, Authorizations, care plans, claims/Encounters, Capitations, state Health Information Exchange data, attachments, financial, and appeals, all based on security roles.

71.10.1. Contractor Approach: The platform within Colorado interChange shall enable users to collect relevant data from available sources, such as the Colorado Regional Health Information Organization (CORHIO). This data shall be used to prepopulate comprehensive Client records with existing Electronic Medical Records. The platform shall store and display detailed Client information and Clients shall be able to have multiple active coverage records available at the same time. Waiver affiliation and benefit information shall be stored in the Client Profile module of the platform and viewable from the Benefits screen.

71.10.1.1. Besides coverage information, the platform shall store detailed Client information including demographic data, historical assessments, current and historical care plans, utilization and claims history, and clinical health data.

71.10.1.2. Further, users shall have the capability to import Department-specified program criteria as clinical variables to allow the Department to track specific measures.

71.10.1.3. Colorado interChange users shall be able to collect, track, and search the health demographics information related to notes, history, contacts, eligibility, correspondence, Authorizations, care plans, claims/Encounters, attachments, financial, and appeals within the platform. The platform shall maintain a running audit trail within two tables: the history table and the session table. Colorado interChange users shall be able to report information captured within these data tables.

71.10.2. Stage: Implementation Contract Stage III

72. MANAGED CARE

72.1. Reference #1710: Provide the ability for default (passive) managed care enrollment using multiple criteria including having mechanisms to distribute Clients among multiple available managed care plans, and across programs, to protect preexisting provider-Client relationships that existed prior to enrollment. The State enrollment broker will manage active enrollments.

72.1.1. Contractor Approach: Colorado interChange shall use an auto-assignment process that creates enrollments protecting preexisting Client/Provider relationships and maintains Client group/Provider consistency. The assignment reason code associated with that Client shall be viewable on the managed care enrollment screen. This shall allow the Department to see the criteria used to assign that Client.

72.1.2. Stage: Implementation Contract Stage II

72.2. Reference #1711: Identify when Clients enrolled in a Managed Care Organization are getting direct access to physicians not enrolled with the Managed Care Organization not paid through FFS or another Health Benefits Plan, but are instead paid by the managed care organization.

72.2.1. Contractor Approach: To facilitate Encounter processing, MCOs shall be required to submit a file with the providers included in their network, which shall then be stored in

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Colorado interChange. When Encounter claims are submitted by the MCO the servicing provider shall be included on the Encounter. Using the provider network submitted by the MCO the Contractor shall identify in-network and out-of-network providers for reporting purposes. The Contractor shall develop Colorado-specific reports to support this requirement as directed by the Department.

72.2.2. Stage: Implementation Contract Stage II

72.3. Reference #1712: Provide the ability to define the rate and the pricing methodology according to Department policy, CMS, national coding standards, and HIPAA standards separately from FFS claim process. And to perform Capitation and Encounter pricing according to Department policy, CMS, national coding standards, and HIPAA standards, as completely as claim pricing.

72.3.1. Contractor Approach: Colorado interChange shall manage Encounter claims in the same way as FFS claims, applying edits, audits, and logic. Colorado interChange adjudicates or rejects Encounters received from MCOs based on State-defined rules. Colorado interChange shall receive, process, and store Encounter Data ready for use by the Department to measure performance and track utilization.

72.3.1.1. Colorado interChange shall collect and store Encounter Data at any interval deemed appropriate between the Department and the MCOs. Whether the MCO submits data in a monthly upload or by individual claim at the time of service, the MCO shall be able to submit transactions through the web or as file uploads. Electronic Encounter submissions shall be HIPAA-compliant through the X12N 837. Colorado interChange shall process the transaction, apply the correct edits and audits, and adjudicate or deny the transaction, listing the corrections needed. Colorado interChange shall perform pricing to determine Encounter Cost Value based on Department-established rules. The Contractor also shall adjust the Encounter claims, if needed.

72.3.1.2. Authorized users shall have access and the ability to define and edit different rates and pricing methodologies within the BRE for Encounters separately from FFS claims.

72.3.1.3. The pricing methodology shall be able to have multiple variables, including geographic location of the provider or Client, Client age, Client plan, diagnosis codes, and place of service.

72.3.2. Stage: Implementation Contract Stage II

72.4. Reference #1713: Provide the ability to price Encounters based off any provider ID field (e.g. rendering and billing Providers) contained in HIPAA transaction.

72.4.1. Contractor Approach: The flexible reimbursement rule feature shall enable authorized users to define pricing rules based on provider ID fields in a standard HIPAA transaction.

72.4.2. Stage: Implementation Contract Stage II

72.5. Reference #1714: Provide the ability to pay different Case Management PMPM rates to providers based on Client and/or provider demographics.

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72.5.1. Contractor Approach: Whether full Capitation, PMPM Case Management fees, or Medical Home administrative rates, the provider payments shall be able to be based on a variety of factors, such as the most common demographics of age, gender, or ZIP code. Online screens shall support the Maintenance of the rates, and batch processes use the rates when making the PMPM payments.

72.5.2. Stage: Implementation Contract Stage II

72.6. Reference #1715: Provide the ability to make lump sum incentive payments to providers based on provider performance, demographics, or other external parameters etc.

72.6.1. Contractor Approach: The Contractor shall be able to make the lump sum incentive payments to providers based on a variety of factors as directed by the Department.

72.6.2. Stage: Implementation Contract Stage II

72.7. Reference #1716: Provide the ability to auto-enroll Clients into a Managed Care Organization using multiple criteria within Colorado interChange that does not need direct intervention by the Department's enrollment broker to enroll the Client.

72.7.1. Contractor Approach: The auto-assignment function of the Colorado interChange shall interface with the benefit plan tables to obtain the Client- and MCO plan-specific information before making an assignment decision. Auto-assignment shall occur only if the Client identified as qualifying for mandatory enrollment does not make an MCO choice within the defined time. Auto-assignment shall be based on other MCO plan unique criteria as defined by the Department.

72.7.1.1. Colorado interChange shall support online, real-time updates for auto-assignment, reassignment and choice options, by MCO or service area on a date-specific basis as directed by the Department. The lock-in period following the open enrollment period shall remain in place unless the Contractor changes it at the Department's direction. Assignment and reassignment capabilities shall be highly automated, and authorized users shall be able to manually override an assignment for case-specific situations.

72.7.2. Stage: Implementation Contract Stage II

72.8. Reference #1717: Provide an auto-enroll mechanism in Colorado interChange that will distribute Clients managed care organization or Health Benefit Plans.

72.8.1. Contractor Approach: The auto-assignment function of Colorado interChange shall use the Department-defined criteria to make an assignment decision, including distribution of Clients across MCOs or Health Benefit Plans.

72.8.2. Stage: Implementation Contract Stage II

72.9. Reference #1718: Provide the ability to enroll Clients based on preexisting provider-Client relationships as determined by claims based attributions that existed prior to the current enrollment.

72.9.1. Contractor Approach: The auto-assignment function of Colorado interChange shall use the Department-defined criteria to make an assignment decision, including distribution of Clients across MCOs or Health Benefit Plans.

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72.9.2.   Stage: Implementation Contract Stage II

72.10. Reference #1719: Provide the ability to add Clients in the same household in the same Managed Care Organization or Health Benefit Plan.

72.10.1.   Note: The Department will provide Client's household information through the eligibility interface to facilitate this process.

72.10.2.   Contractor Approach: The auto-assignment function of Colorado interChange shall use the Department-defined criteria to make an assignment decision, including distribution of Clients across MCOs or Health Benefit Plans.

72.10.3.   Stage: Implementation Contract Stage II

72.11. Reference #1720: Provide the ability for Colorado interChange to automatically assign a child to the parents' or caretaker's Managed Care Organization or Health Benefit Plan.

72.11.1.   Note: The Department will provide Client's household information through the eligibility interface to facilitate this process.

72.11.2.   Contractor Approach: The ability to auto-assign a child based on the parent's or caretaker's assignment shall be a feature of the Colorado interChange auto-assignment process.

72.11.3.   Stage: Implementation Contract Stage II

72.12. Reference #1721: Provide the ability for authorized Colorado interChange users to create a hierarchy in Colorado interChange to prioritize managed care enrollment, including auto-disenrollment from lower priority programs.

72.12.1.   Contractor Approach: The auto-assignment process in Colorado interChange shall be configured to meet Department policy and shall include a hierarchy to prioritize managed care enrollment and auto-disenrollment from lower priority programs.

72.12.2.   Stage: Implementation Contract Stage II

73. EDMS

73.1.   Reference #1722: Documents shall be indexed based on mutually agreed upon meta-data (e.g., provider ID, document type, TCN) and the solution shall provide version control and multiple search options based on indexing functionality approved by the Department and transmit to BIDM.

73.1.1.   Contractor Approach: The Contractor shall develop an approach for applying meta-data to these indexed documents, including converted EDMS content from the Legacy System, based on input and direction from the Department. The document management solution shall provide multiple search options, using this meta-data and database indexing for optimal performance as directed by the Department. Version control shall be tightly managed by the EDMS system to make sure that no original document or image is replaced or destroyed. The Contractor's implementation of Colorado interChange shall include the ability to transmit the document index for a given record to the BIDM (alongside the record itself), to enable a direct link back from the BIDM to view the EDMS image in the Colorado interChange.

73.1.2.   Stage: Implementation Contract Stage II

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73.2. Reference #1723: All imaged documents shall be stored in the EDMS and be accessible from Colorado interChange. Access to the EDMS shall be controlled to ensure compliance with HIPAA privacy and security requirements regarding security of PHI.

73.2.1. Contractor Approach: After the Contractor scans each document, the EDMS solution, shall accept the image files and makes them read-only. The documents are then indexed and become content searchable through the Colorado interChange. Access to EDMS content shall be carefully controlled using role-based security to establish compliance with HIPAA privacy and security requirements regarding security of PHI.

73.2.2. Stage: Implementation Contract Stage II

73.3. Reference #1724: Provide the ability for authorized Colorado interChange users to print and download any EDMS content from search.

73.3.1. Contractor Approach: The EDMS shall provide authorized users the ability to print or download content from the search function.

73.3.2. Stage: Implementation Contract Stage II

73.4. Reference #1725: Provide the ability to expand EDMS for the Department's document management and workflow process.

73.4.1. Contractor Approach: The EDMS shall provide fast and easy access to content stored in a robust central repository with streamlined, automatic distribution of selected reports and documents to authorized users using Configuration panels in the Colorado interChange User Interface. Metadata-driven indexes shall be associated with documents stored in the EDMS, allowing authorized users to search for and retrieve documents quickly and efficiently.

73.4.2. Stage: Implementation Contract Stage III

73.5. Reference #1726: Provide the ability for EDMS to have OCR and scanning capability for direct data entry and imaging (e.g., paper claims and attachments, claims/ Encounters reporting, and correspondence, PARs).

73.5.1. Contractor Approach: OCR software, such as SunGard's FormWorks, shall capture printed characters and handwritten text, and includes editing against provider and Client information, procedure, diagnosis, revenue code, and NDC files. It shall enable direct data entry and imaging of records. This editing shall provide for improved accuracy of paper claims and PA requests to prevent them from becoming suspended for review. If the OCR software component detects an unreadable form, the system shall route it to the Contractor to verify the data read by OCR. The Contractor shall manually complete the recognition and then release the document to Colorado interChange for entry into the workflow system.

73.5.2. Stage: Implementation Contract Stage II

74. CASE MANAGEMENT TOOL

74.1. Reference #1727: Provide the ability to collect and maintain current and historical multiple comprehensive assessment data across populations and programs.

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74.1.1.   Contractor Approach: The platform within Colorado interChange shall support the collection and Maintenance of current and historical assessment data across populations and groups. Additionally, for assessments that are conducted within the platform, historical care plan goals and resolutions also shall be maintained for reference and cross-population tracking.

74.1.2.   Stage: Implementation Contract Stage III

74.2.   Reference #1728: Provide the ability to collect, edit and maintain information on Program Approved Service Agency (PASA) administration, including their contact information, the Community Center Boards with which they work, and the services the agencies are approved to provide.

74.2.1.   Contractor Approach: The platform within Colorado interChange shall collect, edit and maintain information on Program Approved Service Agency (PASA) administration, including their contact information, the Community Center Boards with which they work, and the services the agencies are approved to provide. The platform shall create application forms, applies business rules, and performs the analysis for approval or rejection. The platform shall have a public-facing Web Portal that handles various screening tasks such as creation and tracking of screening forms.

74.2.2.   Stage: Implementation Contract Stage II

74.3.   Reference #1729: Provide the ability to track a Client eligible for specific services after major changes such as the Client's provider leaving the program and changes to the Client's eligibility for specific (e.g., waivers, other Long-Term Care benefits and services, and benefits utilization services). Alert the Client's case manager of such changes.

74.3.1.   Contractor Approach: The platform within Colorado interChange shall import the Department's claims and eligibility information as directed by the Department. After this data is in the platform, the Department shall be able to generate custom reports to track Client eligibility and changes to eligibility for specific services based on the imported claims data from the Department. If the claims import dictates a Client's change in coverage, the platform shall alert the user. The platform shall automatically generate a reminder to the user if there is a change in the coverage end date as directed by the Department. This shall be an option in the Administrator module. Colorado interChange users also shall be able to manually create reminders.

74.3.2.   Stage: Implementation Contract Stage II

74.4.   Reference #1730: Provide the ability to capture, identify, and alert the date of a participant's plan of care (POC) assessment completion and the date of the next POC reevaluation, if applicable.

74.4.1.   Contractor Approach: The platform within Colorado interChange shall maintain a running audit trail of system activity, including assessment time and date. It also shall allow the Department or authorized users to track assessment progress access dates and times in situations where assessments are completed in more than one event.

74.4.1.1.   The platform shall allow users to maximize assessment time. Colorado interChange users shall be able to stop, save the progress of an assessment, and resume the assessment later. Colorado interChange users shall be able to set a reminder at a

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specific time to resume the assessment, or the Department system administrator shall be able to configure the platform to place a reminder on the user's Reminder Log for the reevaluation after completion of assessments as determined by the Department.

74.4.2.   Stage: Implementation Contract Stage II

74.5.   Reference #1731: Provide the ability to track, manage and maintain Case Management activities through the following:

74.5.1.   Allow for intake, screening, referrals, presentation of services and benefits available to the Client and functional eligibility determination.

74.5.2.   Allow for assessment and Client Service Plan creation, Maintenance, amendment and Authorization (system and manual Authorization process of PA requests).

74.5.3.   Coordination and facilitation activities.

74.5.4.   Scheduling.

74.5.5.   Measuring progress toward completion of "goals".

74.5.6.   Creating correspondence.

74.5.7.   Scheduling site visits to provider and Client.

74.5.8.   Utilizing an alert/follow-up system.

74.5.9.   Contractor Approach: For the Client's plan of care, the platform within Colorado interChange shall allow users to track, manage, and maintain Case Management activities through several functions: the Events module, User Management tab, correspondence functions, InterQual Coordinated Care Content, and InterQual Content Customization Tool. Beyond these core functions of the platform, it shall import Client eligibility information and automatically update the Client's record to support the presentation of services and benefits.

74.5.9.1.   The platform shall provide an Events module to support admissions (intake and screening), referrals, and other Utilization Management functions.

74.5.9.2.   The platform also shall provide access to web links for coordination and facilitation activities. As the platform collects Client and provider data from disparate sources, it shall present the information in an intuitive, simple manner so users have the appropriate Case Management resources.

74.5.9.3.   Besides care plans, users shall be able to provide correspondence to Clients to support the Client's adherence to the care plans. The correspondence module shall provide an easy way to design, deliver, and manage high-volume, personalized Client communications.

74.5.9.4.   Although the platform does not integrate with scheduling systems directly, users shall be able to create alerts or reminders for follow-up with Clients.

74.5.10.   Stage: Implementation Contract Stage II

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74.6.   Reference #1732: Provide the ability to create, track, and monitor all Case Management activities (e.g., notes, history, eligibility, contacts, correspondence, Authorizations, claims/Encounters, attachments, financial, and grievances and appeals).

74.6.1.   Contractor Approach: The platform within Colorado interChange shall create, track, and maintain the Case Management activities within its automated workflow. Within this tool, users shall be able to take advantage of Case Management functions; such as notes, correspondence, Authorizations, appeals, eligibility, and contacts. The platform shall connect care managers, providers, and payers to deliver a holistic, patient-centered program that centralizes Client information. This shall allow the secure exchange of information among the decision-makers, including the Client, helping the Department to engage Clients with a variety of activities and preference-based access points to resources and web-based tools.

74.6.1.1.   The types of documentation shall include note entry, letters, completed assessments, clinical reviews, and any other attachments received for the Client. As a result, different care team members shall be able to view documentation such as calls to providers or Clients, letters sent, research completed or services coordinated.

74.6.2.   Stage: Implementation Contract Stage II

74.7.   Reference #1733: Produce monitoring reports to determine if services approved in the provider plan of care are provided and communicate the information to authorized Colorado interChange users.

74.7.1.   Contractor Approach: The platform shall produce monitoring reports to determine if services approved in the provider plan of care are provided using information received through the routine claim interface with interChange as directed by the Department the platform also shall communicate the information to authorized users as determined by the Department. Authorized users shall be able to generate application activity reports or Client Summary Reports. These reports shall allow the Department to track the service each Client receives. Beyond these monitoring reports, the Department shall be able to use the standard reporting package or custom reports. The platform shall provide a standard reporting set with SAP Crystal Reports or any existing open database connectivity–compliant (ODBC-compliant) reporting tool.

74.7.2.   Stage: Implementation Contract Stage III

74.8.   Reference #1734: Update Client information as Client needs change or a significant event occurs.

74.8.1.   Contractor Approach: The platform shall allow the Department to collect and maintain current and historical data across populations and programs. Colorado interChange users shall be able to update the Client's record manually, but the platform updates the Client's record automatically through the batch refresh process with Colorado interChange.

74.8.2.   Stage: Implementation Contract Stage II

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74.9. Reference #1735: Provide the ability for an authorized Colorado interChange users to enter, edit, and identify critical incidents (e.g., sentinel events for behavioral health, nosocomial infections, and medical errors) for all provider types.

74.9.1. Contractor Approach: The platform within Colorado interChange shall allow users to enter, edit, and identify critical incidents through the Notes function. It shall import Authorization information using the Events module and shall alert the user (or care manager) of required follow-up as directed by the Department. Colorado interChange users shall be able to attach documentation and edit the Client's record as necessary.

74.9.1.1. The platform shall display the Client's history and eligibility information at the individual, group and program level. The platform shall import data from the Department's eligibility database, and use Client demographic information to auto-populate many data fields in the platform.

74.9.1.2. The platform shall allow the Department to determine how it wants to handle its Clients. If a user chooses a Client with ineligible coverage, an administrator setting shall allow or prevent them from creating the Authorization as determined by the Department. The platform shall send a reminder to the user about changes in exit dates for coverage as directed by the Department. Though Utilization Management may terminate, the platform shall allow disease management to continue.

74.9.2. Stage: Implementation Contract Stage II

74.10. Reference #1736: Create, track, maintain, monitor, and report the pre-admission screening process for all levels of Pre-Admission Screening and Resident Review (PASRR).

74.10.1. Contractor Approach: The platform within Colorado interChange shall create, track, maintain, monitor, and report the pre-admission screening process for each level of PASRR as directed by the Department. For example, the platform shall support pre-admission screening information through its Events module, which shall track periodic reviews, Authorizations, referrals, life events, quality reviews and appeals.

74.10.2. Stage: Implementation Contract Stage III

74.11. Reference #1737: Provide the ability to coordinate the pre-admission screening process for all levels of Medicaid PASRR.

74.11.1. Contractor Approach: The platform shall support the pre-admission screening process for long-term cases and updates to the approval process. The platform also shall support the pre-admission screening process for each level of Medicaid PASRR.

74.11.2. Stage: Implementation Contract Stage II

74.12. Reference #1738: Provide the ability to create and maintain Case Management correspondence and notifications, to include:

74.12.1. Template development and the ability for authorized Colorado interChange users to select desired correspondence and notices from a list of available templates.

74.12.2. Display, print, and save Case Management related correspondence.

74.12.3. Allow authorized Colorado interChange users to manage creation of correspondence and notices based upon user Configurable event-driven criteria.

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74.12.4.   Allow authorized Colorado interChange users to select address information on correspondence and notices based on address(es) of record.

74.12.5.   Allow authorized Colorado interChange users to add and record free form text to individual or groups of Case Management correspondence.

74.12.6.   Contractor Approach: The platform within Colorado interChange shall include correspondence functional capability to strengthen Client engagement. With the correspondence feature, the platform shall provide an easy way to design, deliver, and manage high-volume, personalized Client communications.

74.12.6.1.   The correspondence functional capability shall allow the platform to develop and automate template designs for authorized users to select desired correspondence and notices from a list. These templates shall serve as the basis of fully personalized document communications. Colorado interChange users shall be able to import templates from other sources or easily create and edit templates within a familiar Microsoft Word-based design environment. This shall allow users to add and record free-form text to individual or groups of Case Management correspondence.

74.12.6.2.   The platform shall allow users to display, print, and save Case Management related correspondence within the correspondence functional capability. Colorado interChange users shall be able to manage creation of correspondence and notices based on user Configurable event-driven criteria. Colorado interChange users also shall be able to select address information on correspondence and notices based on the addresses of the Clients' records.

74.12.7.   Stage: Implementation Contract Stage II

74.13.   Reference #1739: Support the pre-admission screening process for Long-Term Care cases (10A process) with capabilities for timeliness, synchronization, updates to the approval process, validation against eligibility, Change-of-Ownership (CHOW), discharge date, and PASRR.

74.13.1.   Contractor Approach: The platform within Colorado interChange shall support pre-admission screening for LTC cases. The platform shall update Client eligibility nightly. The Department shall be able to configure the platform so that it alerts the user if a change in the end date for the coverage occurs. The user shall be able to enter change-of-ownership, enter discharge dates, and perform PASRR.

74.13.1.1.   The platform shall automate plan of care development based on InterQual Coordinated Care Content assessment results and data, as previously described. The platform shall start with a barriers and common care assessment that, if checked, shall ask questions for health conditions. A Client's goals and priorities shall be listed in the plan of care. Each goal shall be assigned a number, 1 through 5, designating priority level and expands to list barriers or Problems and overall status.

74.13.2.   Stage: Implementation Contract Stage III

74.14.   Reference #1740: Provide the ability to set Service Plan Spending Limits (SPSL), for example service limits (caps and unit limits) in the Client's Service Plan. Provide the ability authorize Colorado interChange users to override SPSLs and enter individual spending limits/caps when necessary.

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74.14.1. Contractor Approach: The Colorado interChange shall enable authorized users to set SPSL through the Prior Authorization business function. If required, the user shall be able to override the previously authorized service limitation by increasing the spending limit or cap on the service usage.

74.14.2. Stage: Implementation Contract Stage II

74.15. Reference #1741: Provide the ability to collect, track, edit, maintain, and alert a Client's waiting list information for specific services or enrollment in the Health Benefits Plan.

74.15.1. Contractor Approach: The Colorado interChange shall allow Configuration of the program, (e.g., age, gender, conditions, dates of program, capacity of program, dollars associated with program - for reference purposes only). Patients can be added to the waitlist manually through the application or a list can be refreshed into the system via a file. Colorado interChange users shall be able to view and manage the global waitlist and add, remove or transfer a patient to a program. The waitlist information shall also be able to be viewed from within the patient record.

74.15.2. Stage: Implementation Contract Stage II

74.16. Reference #1742: Provide the ability for authorized Colorado interChange users to submit Critical Incident Reporting Forms in the Case Management Tool for authorized Colorado interChange users to review. Provide the ability for the authorized Colorado interChange users to review, accept, or reject a critical incident. The Case Management Tool shall include automated electronic workflows that enable the authorized case manager to submit a state-approved Critical Incident Report form to specific authorize Colorado interChange users. The electronic workflow should also allow the authorized Colorado interChange users to create a Critical Incident case from the submission and either accept or reject it following review. The Case Management Tool will capture all Critical Incidents and link them to the individual Client.

74.16.1. Contractor Approach: The platform within Colorado interChange shall support the submission of critical incident reporting for users to view by attaching the Critical Incident Report to the member record within the care and Case Management tool. The electronic workflow of Colorado interChange shall enable the authorized Colorado interChange users to view the critical incident case and approve or reject the submission following review. Critical incidents shall be linked at the Client level to support patient-centered care.

74.16.2. Stage: Implementation Contract Stage II

74.17. Reference #1743: Provide the ability to collect, track, maintain and transmit to BIDM all data for the functional assessment and score from the Uniform Long Term Care 100.2 (ULTC100.2) in the Case Management System.

74.17.1. Contractor Approach: The platform shall collect, track, maintain and transmit the functional assessment data and score to the Colorado interChange. The Colorado interChange shall transmit the information to the BIDM along with other program data.

74.17.2. Stage: Implementation Contract Stage II

74.18. Reference #1744: Provide the ability to flag Long Term Level of Care determination processes and provide results to the eligibility systems (e.g., CBMS, TRAILS).

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74.18.1. Contractor Approach: The platform shall flag Clients for long-term Level of Care as directed by the Department. New and modified Authorizations shall be part of the extract files sent to Colorado interChange. These flagged records shall then be passed back to the source eligibility systems, including CBMS.

74.18.2. Stage: Implementation Contract Stage II

74.19. Reference #1745: Provide the ability for authorized Colorado interChange users to search, sort, and update specific case data and health demographic information.

74.19.1. Contractor Approach: The platform shall allow users to search, sort, and update specific case data and health demographic information. The platform shall import and edit Client data from the Department's eligibility database as directed by the Department. The platform shall use Client demographic information to auto-populate many fields in the Client's record. The Department shall be able to determine the frequency during implementation. Additionally, this information shall be searchable.

74.19.2. Stage: Implementation Contract Stage II

74.20. Reference #1746: Provide Client records management capability enabling authorized Colorado interChange users a single view of claims/Encounters history with any related alerts, attachments, appeals, fair hearing, and any other related associations including case members, family directed caretakers, and known outside program support, all based on security rights.

74.20.1. Contractor Approach: The Client's Summary view shall provide a single view of the most recent information related to the Client, including open cases, recent Authorizations, Prescriptions, coverage, outstanding reminders and recent diagnoses. After the user logs into the platform within Colorado interChange, the Client's Summary view shall show the Client's history, claims, referrals, Authorizations, and medications. The Client's record shall also display related alerts, attachments, appeals, and related associations.

74.20.2. Stage: Implementation Contract Stage II

74.21. Reference #1747: Provide automated workflow for the Case Management process.

74.21.1. Contractor Approach: The platform shall automate workflow functions during the care management process. For example, the platform shall provide a Reminders Log to help users schedule their day, manage Clients, and identify important activities.

74.21.1.1. The platform shall support workflow automation by generating Client follow-up. For example, when users flag interventions within a Client's care plan, the platform shall add a task to the user's work list to follow-up on the intervention. Additionally, users shall be able to save the progress of an assessment. The platform also shall generate a reminder within the user's work list to notify the pending assessment that requires follow-up.

74.21.1.2. Another form of workflow automation shall come from InterQual Coordinated Care Content. The platform shall use the results of Coordinated Care Content assessments to generate Client-specific care plans. The tailored care plans shall automatically address goals, list priorities, and denote barriers to common care.

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74.21.2.   Stage: Implementation Contract Stage III

74.22. Reference #1748: Provide the ability for authorized Colorado interChange users (e.g., Case Managers) to select a provider based on services identified in the Client Service Plan.

74.22.1.   Contractor Approach: The platform within Colorado interChange shall allow users to identify and select providers based on specialty type rather than by service type. The platform shall import provider demographic data, including NPI, into database tables. This information from the Department's source system shall populate specific fields within the provider's record. The provider database shall be searchable outside of cases or episodes. The platform shall display in-network status by matching provider contract with the Department benefit based on line of business. The provider database shall show effective dates and termination dates to determine contract status on dates of service.

74.22.2.   Stage: Implementation Contract Stage III

74.23. Reference #1749: Provide the ability to identify services by provider.

74.23.1.   Contractor Approach: The platform within Colorado interChange shall allow users to identify and select providers based on specialty type rather than by service type. The platform shall import provider demographic data, including NPI, into database tables. This information from the Department's source system shall populate specific fields within the provider's record. The provider database shall be searchable outside of cases or episodes. The platform shall display in-network status by matching provider Contract with the Department benefit based on line of business. The provider database shall show effective dates and termination dates to determine contract status on dates of service.

74.23.2.   Stage: Implementation Contract Stage III

74.24. Reference #1750: Provide the ability to securely communicate with Clients in the community and case managers (e.g., text, mobile access, email, direct mail).

74.24.1.   Contractor Approach: Colorado interChange shall generate and send mass or individualized system-generated messages to Clients via text, email and direct mail.

74.24.1.1.   With the platform, authorized Colorado interChange users shall be able to communicate directly with Clients in the community through the integrated direct mail correspondence tools as determined by the Department. Text and mobile communications shall be made available once technologies to support secure transmission of personal health information in that format advance to a point acceptable to the Department.

74.24.2.   Stage: Implementation Contract Stage III

74.25. Reference #1751: Provide the ability to identify Clients with special health care needs and inform Case Management or the managed care entities of these Clients at enrollment or throughout eligibility.

74.25.1.   Contractor Approach: Identification of Special Healthcare Needs

74.25.2.   The platform within Colorado interChange shall include Coordinated Care Content assessments. With Coordinated Care Content, the platform shall address barriers to

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common care, Case Management, and various different conditions or disease states. Clinical content shall support the platform by bringing co-morbidities together into a single care plan for a clearer overall picture of the Client's health. The barriers and common care assessment screen shall help users determine the Client's special healthcare needs.

74.25.2.1. The platform shall provide the ability to identify Clients with, and evaluate Clients for, special needs including hearing, visual, speech, developmental disability, reading proficiency, physical disability, cognitive or intellectual disability, and cultural or religious preferences. These special needs shall be tracked in the platform as Client-specific care plan goals.

74.25.3. Stage: Implementation Contract Stage II

74.26. Reference #1752: Provide authorized Colorado interChange users the ability to access online case-related clinical protocols (defined business rules) for review and assessment.

74.26.1. Contractor Approach: The platform shall include InterQual Coordinated Care Content as online case-related clinical protocols for review and assessment. Coordinated Care Content shall facilitate optimal care, define Problems, set goals and suggest interventions based on a Client's needs. This embedded clinical content shall enable users to deliver the appropriate level of intervention to each Client. With Coordinated Care Content, the platform shall generate comprehensive assessments based on various clinical modules covering barriers to common care, Case Management and various different conditions or disease states. Clinical protocols shall support the platform by bringing co-morbidities together into a single care plan for a clearer overall picture of the Client's health.

74.26.2. Stage: Implementation Contract Stage III

74.27. Reference #1753: Create Case Management monitoring files by case/family/account, as well as an individual file.

74.27.1. Contractor Approach: The Department shall be able to create custom reports by case, family, account, or individual files. Colorado interChange users also shall be able to use the "Client Summary Report" to print or display the Client's demographics, coverage, cases, goals, problems, and notes. The platform within Colorado interChange shall present the imported Client data through the Client's Summary view. This shall display the Client's historical claims, referrals, Authorization, medications, and assessment results.

74.27.2. Stage: Implementation Contract Stage II

74.28. Reference #1754: Provide the ability, within the Case Management Tool, for case managers to access information from and input information to EDMS (e.g., provider correspondence, Case Management correspondence).

74.28.1. Contractor Approach: The Contractor shall develop the integration that allows case managers to access information from and input information to EDMS using the SSO solution as directed by the Department. Provider correspondence, Case Management correspondence, and other external information shall be refreshed into the platform within Colorado interChange through a nightly batch refresh process. This information

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also shall be attached to the Client's record through the Notes function, as directed by the Department.

74.28.2.   Stage: Implementation Contract Stage III

74.29. Reference #1755: Provide the ability to group case managers by Contract, employment or other criteria for reporting, management, managerial oversight and transmit to the BIDM.

74.29.1.   Contractor Approach: The platform within Colorado interChange shall allow grouping case managers by Contract, employment, or other criteria for reporting and management within the User Management tab, as previously described, or as a custom report. The platform shall capture and report off data housed in the history and session tables as directed by the Department. This ad hoc reporting capability shall allow for robust reporting to support auditing, productivity, compliance, quality improvement, and outcomes of medical management initiatives.

74.29.2.   Stage: Implementation Contract Stage III

74.30. Reference #1756: Provide the ability to capture, track, and maintain Case Management by type (e.g., medical Case Management, EPSDT, LTSS, RCCO) and transmit to BIDM.

74.30.1.   Contractor Approach: The platform within Colorado interChange shall allow the Department to capture, track, and maintain Case Management type through customized reports. The platform shall allow users to print these customized reports for transmission to BIDM. The Contractor shall integrate the platform with the BIDM as directed by the Department. This integration shall be dependent up on which reporting tool the Department selects. The platform shall provide OBDC database and shall allow the Department to transmit the Case Management files electronically in addition to using Crystal Reports.

74.30.2.   Stage: Implementation Contract Stage II

74.31. Reference #1757: This requirement intentionally deleted.

74.32. Reference #1758: Provide ability for other individuals (e.g., fieldworkers) who are not case managers to upload quality performance measures and other data into the Case Management Tool.

74.32.1.   Contractor Approach: The platform within Colorado interChange shall accommodate user access—such as fieldworkers who are not case managers—with role-based security in accordance with HIPAA security standards. The role-based feature shall allocate various application activities to different users. Each user shall be assigned to a security group.

74.32.2.   The Contractor shall train the Department's assigned system administrator on the platform. The system administrator shall be able to assign and change security roles as needed.

74.32.3.   Stage: Implementation Contract Stage II

74.33. Reference #1759: Provide the ability to collect, edit, and update a program quality survey data of major services.

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74.33.1. Contractor Approach: The Department shall be able to collect, edit, and update a program quality survey of major services with the InterQual Coordinated Care Content assessments. The Department shall be able to create quality surveys with the InterQual Content Customization Tool, which provides a simple editing environment to configure InterQual Coordinated Content.

74.33.1.1. In the platform, the InterQual Content Customization Tool shall allow Department users to configure pre-existing assessments, or create new content for assessments. Colorado interChange users shall be able to customize sections, subsections, questions, rules, alerts, and notes. Furthermore, the InterQual Content Customization Tool shall allow the Department to configure problems, goals, interventions, instructions, educational components, and notes.

74.33.2. Stage: Implementation Contract Stage III

74.34. Reference #1760: Provide the ability to upload batch survey data.

74.34.1. Contractor Approach: The platform within Colorado interChange shall provide the ability to upload batch survey data. The Contractor shall determine the information for uploading, frequency of upload, and the system receiving the data upload based on input and direction from the Department.

74.34.2. Stage: Implementation Contract Stage III

74.35. Reference #1761: Provide the ability to accept Support Intensity Scale (SIS) data from the SIS Online system.

74.35.1. Contractor Approach: The platform within Colorado interChange shall support externally created quality surveys (SIS surveys) and batch upload of the survey data. The Contractor shall determine the information for uploading and frequency of the upload based on input and direction from the Department.

74.35.2. Stage: Implementation Contract Stage II

74.36. Reference #1762: Provide the ability to calculate support levels and Client Service Plan Authorization limits for services. Support Intensity Scale data and Case Management factors are used to determine the levels and limits.

74.36.1. Contractor Approach: Colorado interChange's PA business function shall allow the authorized user to set the levels and limits for approved Client services. Additionally, the Department shall be able to configure benefit limit audits within the MMIS to control appropriate claim adjudication.

74.36.2. The platform within Colorado interChange shall support setting SPSL and Client Service Plan Authorization limits by sending a reminder to the user to alert them to the spending limit through the Create Reminder transaction record.

74.36.3. Stage: Implementation Contract Stage II

75. WEB PORTAL

75.1. Reference #1763: Make available online to providers and other authorized Colorado interChange users information on services available and limits on those services by Health Benefit Plan and Client.

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75.1.1. Contractor Approach: The Detail page of the Provider Healthcare Portal shall include information such as the name of the coverage and a text description of the coverage; a list of services and the associated copay for those services; a listing of deductible information (individual versus family deductibles); a listing of benefits, and the associated limits for each of those benefits. The Provider Healthcare Portal shall display the amount of a deductible or limit, the amount that has been met or accumulated, and the amount that remains based on their availability within the back-end system as directed by the Department.

75.1.2. Stage: Implementation Contract Stage II

75.2. Reference #1764: Provide the ability for authorized Colorado interChange users, including providers, to access the BIDM via the Web Portal, to view and download ad hoc and standardized reports.

75.2.1. Contractor Approach: The Colorado interChange security SSO solution shall allow secure access to multiple systems from one web page. The capability shall enable smooth access to other systems for authorized users, including the BIDM system.

75.2.1.1. The Contractor shall require each user to register on the Provider Healthcare Portal with at least one role: provider, delegate, billing agent, trading partner, or out-of-network provider. Each role shall be configured with a set of functions that is accessible to its users as determined by the Department. The delegate and billing agent roles shall be special cases. Role-based security shall allow providers to create delegates as subordinates and give those delegates access to some or all of the functions the provider role has available.

75.2.2. Stage: Implementation Contract Stage II

75.2.3. Reference #1765: Provide the ability for providers to directly and efficiently enter one or more HIPAA transactions, through the Web Portal, that comply with the ACA requirements.

75.2.4. Contractor Approach: The Provider Healthcare Portal shall allow a user to submit inpatient, outpatient, and ancillary Authorization requests that are HIPAA compliant. The user shall be assumed to be the requesting provider, information from their profile shall be automatically filled in as the submitting provider. Additionally, the Provider Healthcare Portal shall provide the ability to identify or search for a different provider who will perform the services being requested, or the facility to which the Client will be admitted.

75.2.4.1. The Provider Healthcare Portal shall allow users to specify as many as 10 attachments for each service line of an Authorization. These attachments shall indicate that additional information is available. Attachments shall be able to be electronically uploaded and submitted.

75.2.5. Stage: Implementation Contract Stage II

75.3. Reference #1766: Provide the ability for workflow management to sort, route, and create alerts to the proper work group based on the Web Portal actions.

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75.3.1. Contractor Approach: The workflows shall include tasks to sort, route, and create alerts to the proper work group based on Web Portal actions as determined by the Department.

75.3.2. Stage: Implementation Contract Stage III

75.4. Reference #1767: Provide the ability for providers to access Department 'reference' files of common applicable codes and provide the capability for providers to extract and download user-defined parts of the reference files for their own purposes.

75.4.1. Contractor Approach: Reference files, medical code listings and even benefit plan rules shall be made available for providers to download from the Provider Healthcare Portal on demand 24 x 7, reducing the need for a provider to call the help desk to troubleshoot billing issues, as directed by the Department.

75.4.2. Stage: Implementation Contract Stage II

75.5. Reference #1768: Provide on-line systems and processes to eliminate, wherever possible, paper transactions.

75.5.1. Contractor Approach: The Provider Healthcare Portal shall allow users to electronically submit professional, dental, and institutional claims, including information that applies to individual services.

75.5.2. Stage: Implementation Contract Stage II

75.6. Reference #1769: Provide the ability for authorized Colorado interChange users to access and download electronic X12 reports and HIPAA related reports.

75.6.1. Contractor Approach: The Provider Healthcare Portal shall allow users to download electronic X12 files and proprietary files—such as common applicable codes— available from the back-end payer system. The page shall allow the user to filter on file selection criteria and then view available files to download. The files shall be available to download are displayed in chronological order, along with their creation date and previously download date. Files shall be able to be selected to download and then saved using standard Microsoft features.

75.6.2. Stage: Implementation Contract Stage II

75.7. Reference #1770: Provide the ability for a provider to submit updated Client TPL information, and forward that information via workflow to the appropriate recipients.

75.7.1. Contractor Approach: The Provider Healthcare Portal shall allow providers to submit additional TPL information as part of claim submission. When submitting a claim with TPL, the TPL section shall be able to be initially prepopulated with existing information from the payer system. A provider shall be able to add new TPL records to be sent back when the claim is submitted.

75.7.1.1. The Provider Healthcare Portal shall also allow providers to submit additional TPL records for Clients when they are verifying the Client's eligibility. Similar to claim submission, the Eligibility Verification screen shall initially show the existing TPL information. A provider shall be able to add new TPL records to be sent back to the payer system.

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75.7.1.2.   The Colorado interChange workflow solution shall allow the Contractor to respond to Client and provider inquiries and updates efficiently. The Department also shall be able to receive notifications and participate in workflow review and approval as desired.

75.7.2.   Stage: Implementation Contract Stage III

75.8.   Reference #1771: Facilitate interactive, role-based functionality within the Web Portal where Nursing Facility providers can electronically submit and obtain approval for Post Eligibility Treatment of Income (PETI) forms. Ensure integration of the PETI submission process with the Case Management System for inclusion of PETI information with Client data.

75.8.1.   Contractor Approach: A Colorado interChange capability, such as the Auto-Authorization Portal also shall facilitate interactive, role-based functions within the Web Portal where Nursing Facility providers can electronically submit and obtain approval for Post Eligibility Treatment of Income (PETI) forms. In addition, the Colorado interChange shall integrate the PETI submission process with the Case Management System for inclusion of PETI information with Client data.

75.8.1.1.

75.8.2.   Stage: Implementation Contract Stage II

75.9.   Reference #1772: Provide the ability for authorized Colorado interChange users to create and securely transmit data through the Web Portal.

75.9.1.   Note: Providers should have the ability to create and securely transmit data files and ad hoc reports to the Department via the Web Portal. Colorado interChange users should have the ability to create and securely transmit data files also (not just reports).

75.9.2.   Contractor Approach: The Provider Healthcare Portal shall support secure managed file transfer for the exchange of large mission-critical files regardless of file type. Colorado interChange users shall be able to upload supporting files related to specific tasks within the portal.

75.9.3.   Stage: Implementation Contract Stage II

75.10.   Reference #1773: Provide the ability for providers to complete online submission for all HIPAA standard transactions, and Department identified non-standard transactions (e.g., PAR status inquiry, warrant report, accept/reject report) via the Web Portal. Other non-standard transactions shall be accommodated using the Change Management Process.

75.10.1.   Contractor Approach: The Provider Healthcare Portal shall allow users to submit professional, dental, and institutional claims, including information that applies to individual services.

75.10.2.   Stage: Implementation Contract Stage II

75.11.   Reference #1774: Provide the ability to access the following Pharmacy content:

75.11.1.   Web announcements.

75.11.2.   Training schedules and enrollment.

75.11.3.   Information on the diabetic supply program.

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75.11.4. Various forms including PA form.

75.11.5. Information on maximum allowable costs.

75.11.6. Information on Preferred Drug List(s) (PDL).

75.11.7. Information on prescriber lists.

75.11.8. Pharmacy meetings.

75.11.9. Contractor Approach:

75.11.9.1. The Contractor shall coordinate with the selected PBMS vendor and the Department to gather the content and publish the most recent versions of this information on the portal for the provider community.

75.11.10. Stage: Implementation Contract Stage II

76. COLORADO REGISTRATION AND ATTESTATION REQUIREMENTS

76.1. Reference #1775: Provide the ability to support the Colorado Registration and Attestation, including accepting provider applications, monitoring providers, and payment of incentives to eligible providers that adopt and demonstrate Meaningful Use (MU) of a certified EHR technology (i.e. State Level Registry (SLR) Attestation Application).

76.1.1. Contractor Approach: The Contractor's MAPIR shall be a highly Configurable tool to allow for compliance with state-specific requirements as permitted by current and future regulations, and to allow for flexibility in state operational workflows. To align to the Department requirements, this attestation and registration tool shall support various Configuration options.

76.1.1.1. MAPIR shall provide a public web application that allows eligible providers to apply for Medicaid incentive payments on a Program Year and Payment Year basis. The application shall make it possible for providers to attest, for eligibility to be determined, and for resulting approval or payment information outcomes to be obtained.

76.1.1.2. MAPIR's also shall include a web application that permits authorized Department users to review submitted applications, determine or update the current status, or apply payment adjustments where applicable.

76.1.2. Stage: Implementation Contract Stage II

76.2. Reference #1776: Provide a tool for registration for enrollment and attestation that will allow providers and the Department's authorized Colorado interChange users to access, provide, and maintain information in accordance with their security role as defined below:

76.2.1. Allow secure provider login.

76.2.2. Allow providers to review and edit their information as applicable.

76.2.3. Allow for role-based screens (Enrolled Provider (EP) or Eligible Hospital (EH)).

76.2.4. Allow inactivation of eligibility upon removal from program.

76.2.5. Allow Department authorized Colorado interChange users to review and approve attestation information.

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76.2.6.   Provide payment calculation function.

76.2.7.   Initiate payment cycle or payment reporting as defined by requirements in conjunction with Colorado interChange.

76.2.8.   Manage appeals support function.

76.2.9.   Review quality metrics.

76.2.10.   Provide an online help and user manual.

76.2.11.   Contractor Approach: MAPIR shall support providers and authorized Department users to access, provide, and maintain information with two websites: the provider User Interface, or MAPIR Public, where the providers complete the HITECH incentive applications; and the administrative User Interface, or MAPIR Admin, where the Department-authorized Colorado interChange users shall be able to view and administer provider applications in support of operational policy.

76.2.12.   Stage: Implementation Contract Stage II

76.3.   Reference #1777: Provide the ability to support Colorado Registration and Attestation; including:

76.3.1.   Receive seed data from MMIS.

76.3.2.   Establish and maintain records for providers requesting payment from the Department.

76.3.3.   Receive batch files from National Level Repository (NLR) for new providers that signed up for HITECH Medicaid Incentives (20-30 fields per record).

76.3.4.   Match NLR file to seed data (audit step). [Provider not found in queue.]

76.3.5.   Send batch files to NLR with eligibility approval notification (9 fields).

76.3.6.   Receive attestation information submitted to CMS by Eligible Hospitals (14+ fields).

76.3.7.   Request prior payment information from NLR (duplicate check) (14 fields).

76.3.8.   Receive prior payment information from NLR (duplicate check) (7 fields).

76.3.9.   Provide payment information to NLR.

76.3.10.   Receive program switch notifications.

76.3.11.   Receive switch between states notifications.

76.3.12.   Send transactions to the NLR to terminate or suspended a provider under investigation or suspension.

76.3.13.   Calculate provider incentive payment amount based on payment rules and eligibility/attestation criteria.

76.3.14.   Contractor Approach: To support the transition of current participants in the Colorado Registration and Attestation tool, conversion and migration the Contractor shall load existing data into the MAPIR Database. The Contractor shall perform analysis to Extract, Transform, and Load (ETL) such data.

76.3.14.1.   After the provider information is converted from the legacy MMIS to the Colorado interChange, the Contractor shall determine the process to identify the providers in

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the Colorado interChange database that are eligible for the EHR incentive payment program based on input and direction from the Department. The Contractor shall use this process to create the batch jobs necessary to create the provider information interface for MAPIR. On a regular basis as determined by the Department, typically on weekdays, this file shall be created for MAPIR batch process to update its own provider information. The Registration and Attestation tool shall use the MMIS provider information to maintain its own information updated. New providers shall be required to follow the Provider Enrollment process in Colorado interChange before attempting to access MAPIR. The initial load of this data shall include records already held in the existing Registration and Attestation tool.

76.3.15.   Stage: Implementation Contract Stage II

76.4.   Reference #1778: Provide a comprehensive, searchable data repository with history to store information for the Colorado Registration and Attestation. This includes:

76.4.1.   Documenting, tracking, and attesting to provider usage including the Meaningful Use of Electronic Health Records.

76.4.2.   Supporting provider payment process according to federal EHR program guidelines.

76.4.3.   Documenting and validating payment for certified EHR systems.

76.4.4.   Coordinating overlapping program (Medicare/Medicaid) and multi-state claims to prevent duplicate or overpayments.

76.4.5.   Contractor Approach: Specific reports shall be available for extract from the MAPIR Administrative tool and can be formatted using tools, such as Excel. Additionally, of the information captured in the Registration and Attestation tool through the User Interface, file processing, or adjudication shall be stored in a relational database. Advanced users or the Contractor support staff members shall have the capability to perform ad hoc reporting. The Contractor shall archive files (NLR/Colorado interChange) used or generated by MAPIR and also upload files.

76.4.6.   Stage: Implementation Contract Stage II

76.5.   Reference #1779: Provide a hosted solution at the Contractor site (e.g., hardware, software) and all technical operations, Maintenance, and support associated with the Colorado Registration and Attestation functionality.

76.5.1.   Stage: Implementation Contract Stage II

76.6.   Reference #1780: Receive and provide data to NLR in accordance with CMS interface Specifications.

76.6.1.   Contractor Approach: In accordance with CMS interface Specifications, MAPIR shall generate specific output NLR interface files that conform to XML schema definitions (XSDs). The files shall be transferred to CMS as directed by the Department. The Multistate Collaborative shall make sure the Attestation and Registration tool complies with the most current facilitates CMS-required interfaces—verifying participating states are supported as interfaces with NLR are upgraded. MAPIR shall support the standard NLR interfaces, which includes B-6, B-7, D-16, D-17, and D-18.

76.6.2.   Stage: Implementation Contract Stage II

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76.7. Reference #1781: Receive batch files from NLR for new providers that signed up for Colorado Registration and Attestation incentives. (20-30 fields per record)

76.7.1. Match NLR file to seed data (audit step). [Provider not found in queue.]

76.7.2. Send batch files to NLR with eligibility approval notification (9 fields).

76.7.3. Contractor Approach: The Colorado Attestation and Registration tool shall batch programs process inbound NLR files received through a state standardized interface service, such as GenTran or ConnectDirect. NLR files shall be processed on a configured schedule determined by the Department.

76.7.4. Stage: Implementation Contract Stage II

76.8. Reference #1782: Receive attestation information submitted to CMS by Eligible Hospitals (14+ fields).

76.8.1. Contractor Approach: NLR Attestation Information files shall be processed in batch, on a frequency determined by the Department, and loaded into MAPIR tables daily. Within the Registration and Attestation tool, this information shall be linked to the provider registration and evaluated for a dually-eligible provider to determine if the provider is determined eligible for MU in Medicare for the current program year. This status shall be in place as a prerequisite for the provider to receive payment for the same program year under Medicaid. Received data shall be retained in MAPIR.

76.8.2. Stage: Implementation Contract Stage II

76.9. Reference #1783: Request prior payment information from NLR (duplicate check of 14 fields).

76.9.1. Contractor Approach: Before processing a Colorado interChange payment, MAPIR shall send a D-16 Request and shall receive a D-16 Response from the NLR indicating that no previous payment has been made to the provider for the current participation year prior to processing the request further. File transactions shall be tracked as part of the application process. If the D-16 Response indicates a payment should not be made by the state, the Registration and Attestation tool process shall deny the application and the provider shall not be able to reapply because of the existence of payment through another state.

76.9.2. Stage: Implementation Contract Stage II

76.10. Reference #1784: Receive prior payment information from NLR (duplicate check of 7 fields).

76.10.1. Contractor Approach: Before processing a Colorado interChange payment, MAPIR shall send a D-16 Request and shall receive a D-16 Response from the NLR indicating that no previous payment has been made to the provider for the current participation year prior to processing the request further. File transactions shall be tracked as part of the application process. If the D-16 Response indicates a payment should not be made by the state, the Registration and Attestation tool process shall deny the application and the provider shall not be able to reapply because of the existence of payment through another state.

76.10.2. Stage: Implementation Contract Stage II

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76.11. Reference #1785: The Contractor shall provide detailed instructions for the providers to enroll on the Provider Outreach website.

76.11.1. Contractor Approach: The MAPIR tool shall have a detailed set of user manuals that describe the process for Provider Enrollment. These manuals shall include relevant validation edits, rules, data sets, and reports, which shall be updated as modifications to the system are completed. The Contractor shall include the public manuals for Eligible Hospitals (EHs) and Eligible Providers (EPs) besides the Admin Manual. The manual design shall make it possible for the Department to incorporate Department-specific content or Configuration preferences.

76.11.2. Stage: Implementation Contract Stage II

76.12. Reference #1786: Ensure that the payment file is transmitted to MMIS and returned to the Colorado Registry and Attestation (SLR).

76.12.1. Contractor Approach: MAPIR shall transmit a set of files to Colorado interChange to request payment issuance through the MMIS financial system, along with the returned notification and information about the success of those requests. This file exchange process shall be part of the Attestation and Registration tool batch processing cycle. The tracking of the actual financial transaction shall be maintained in the Colorado interChange financial system. Initial payments, as well as adjustments, shall be supported through this file exchange integration.

76.12.2. Stage: Implementation Contract Stage II

76.13. Reference #1787: Perform and maintain validation edits, data sets, audit rules, reports (100 hours/year), and an outreach page in the Attestation Application.

76.13.1. Contractor Approach: Validation edits shall be performed on each screen to verify the information is submitted accurately and completely. As an example, when entering Client volumes, edits shall prevent a numerator from being larger than a numerator that results in an invalid Client volume percentage. Most validation edits shall be triggered automatically when a user clicks a button, such as one labeled "Save & Continue", to progress to a subsequent screen.

76.13.2. Stage: Implementation Contract Stage II

76.14. Reference #1788: Provide ongoing Maintenance support and implement any modifications or new requirements mandated by CMS as part of the Medicaid Incentive Payments for Providers within CMS mandated timeframes.

76.14.1. Contractor Approach: Contractor shall provide Maintenance support and implement modifications or new requirements as mandated by CMS and directed by the Department.

76.14.2. Stage: Implementation Contract Stage II

77. FAO BUSINESS REQUIREMENTS

77.1. Reference #1789: Report on Colorado interChange project progress and status in writing no less than weekly. The use of real-time Dashboard presentations is preferred to allow key metrics to be available in near real time. Weekly reports shall include the status of schedule, performance (quality/scope/technical/operations), risks/issues/opportunities, staffing, and

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other pertinent metrics. The Contractor shall be responsible for preparing and distributing meeting minutes for the Department review, and maintaining final approved agenda/minutes.

77.1.1.   Contractor Approach:

77.1.1.1.   The Contractor's PPM shall be a web-based system that can transform project management information sharing between the Department and the Contractor by providing real-time access to scope, issues, risks, quality, deliverables, schedules, critical path, resource management, and performance Dashboards.

77.1.1.2.   Through this tool, the Contractor's project manager shall maintain real-time and regular communication with the Department's project manager, leaders, and project team on a weekly basis for reporting the status of schedule, performance, risks/issues/opportunities, staffing and other metrics. This tool shall provide the ability to regularly and accurately produce operational reports using Colorado interChange data.

77.1.1.3.   The Contractor shall provide reports on staffing, including, but not limited to vacancies, staff turnover and other staffing information, as described in the Communication Management Plan.

77.1.2.   Stage: Implementation Contract Stage II

77.2.   Reference #1790: Contractor shall provide weekly reports that includes metrics on interactions, through the Web Portal and all other mediums used for communications by the Contractor with Clients and providers.

77.2.1.   Contractor Approach: The Contractor's PPM tool shall serve as the primary documentation and communications tool. The tool shall enable development of weekly and monthly status reports that include Dashboard reporting, key metrics, and numerous graphs or charts to give a quick, visual view into project health. The weekly project status report shall include information on project progress (indicators for scope and schedule), deliverable and milestone status, risks, issue, action items, and change information. The Contractor shall finalize the format for the project status reports and gain Department approval after project kickoff.

77.2.2.   Stage: Implementation Contract Stage II

77.3.   Reference #1791: Establish and participate in weekly Fiscal Agent Operations status meetings with key Department personnel to discuss progress, issues, Problems, and planning. The Contractor shall report on current operations status, progress on Colorado interChange Maintenance, claims/Encounters inventory balances, claims/Encounters backlogs, data entry backlog, and suspense file status, and modification activities separately. The Contractor shall be responsible for preparing and distributing a meeting agenda. The Contractor shall be responsible for preparing and distributing meeting minutes for Department review, and maintaining final approved agenda/minutes.

77.3.1.   Contractor Approach: The Contractor shall report current operations status, progress on Colorado interChange Maintenance, claims/Encounters inventory balances, claims/Encounters backlogs, data entry backlog, and suspense file status, and modification activities separately. At least 24 hours before status meetings, the

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Contractor shall provide the agenda and current project status report to meeting attendees. This shall allow participants an opportunity to prepare for the meeting by reviewing the materials in advance. The Contractor shall take minutes to document discussions and decisions made during the meeting. The draft minutes shall be provided to the Department, for their review and approval, no later than close of business on the third Business Day following the meeting. Minutes approved by the Department shall be stored on the project's Contractor's Enterprise SharePoint solution site along with system documentation and user manuals.

77.3.1.1. Through the deliverable creation and submission process, the Contractor shall define the key metrics to include on the weekly status report and weekly call center report. The status report shall include information about interactions with Clients and providers, including program statistics, call center and claim processing performance metrics, and other pertinent metrics relevant to each phase of the project. The Colorado interChange shall produce reports containing information on processing that occurred in the prior week's cycle. This data shall be the source for populating many of the items on the weekly status report.

77.3.2. Stage: Implementation Contract Stage II

77.4. Reference #1792: Contractor shall provide weekly call center reports on telephonic communications with Clients and providers that includes calls answered, length of calls, hold time, and abandoned calls.

77.4.1. Contractor Approach: The detailed reporting availability shall be structured to meet many needs depending on the audience as determined by the Department. Current and historical information shall be available daily, weekly, monthly, and quarterly. Several different mediums and formats shall be available to the Department for each report type. These types shall include graphics and trend line charts. The Contractor shall also produce several real-time, daily, weekly, quarterly, and annual reports for internal use in the call center to achieve greater CSR and service-level performance consistently and to monitor improvement over time.

77.4.1.1. This requirement shall include call center reports related only to providers and not Clients.

77.4.2. Stage: Implementation Contract Stage II

77.5. Reference #1793: Operate and support all reference data Maintenance functions, files and data elements necessary to meet the requirements of the Department.

77.5.1. Contractor Approach: The reference business process shall contain tables of information needed to process approved claim types and support associated assistance programs and various reimbursement methodologies. These reference tables shall store service, revenue, diagnosis, and other codes and data elements required to price claims based on specific procedures, providers, and other criteria the Department defines.

77.5.2. Stage: Implementation Contract Stage II

77.6. Reference #1794: Support easy-to-use data-merge functionality delivering clean contact data and Department prescribed standard texts into standard PC desktop applications.

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77.6.1.   Note: All CAPS change to Sentence Case, properly punctuate names like McNally, correct salutations (Mr. Ms.), correct zip codes with addresses, etc.

77.6.2.   Contractor Approach: The designer functions in the Contractor's letter generation tool shall use the formatting and navigational techniques similar to the Microsoft Office suite of products, minimizing the learning curve. This point-and-click approach shall enable users to define the appropriate design, operational, and production requirements without programming. Additionally, the object-oriented design shall enable users to share and reuse objects to streamline the implementation of written correspondence.

77.6.2.1.   The Contractor shall routinely provide data extracts for mailing purposes. Data extracts shall be easily imported into PC desktop mail merge applications such as Microsoft Word.

77.6.3.   Stage: Implementation Contract Stage III

77.7.   Reference #1795: Coordinate Colorado interChange and supporting systems-related interactions between the Department and other contractors required to manage and execute a process using Colorado interChange and supporting systems.

77.7.1.   Contractor Approach: The Contractor shall coordinate the interactions between the Department and other contractors, and the Contractor shall have the appropriate technical personnel available to answer questions and assist the other contractors through the process.

77.7.2.   Stage: Implementation Contract Stage II

77.8.   Reference #1796: Provide an efficient and effective Colorado interChange reporting process. This includes, but is not limited to:

77.8.1.   Incorporate Department comments and revisions

77.8.2.   If a Deliverable is rejected, Contractor shall work with the Department to determine review schedule

77.8.3.   If a Deliverable is rejected, the Department will determine the changes the Contractor shall perform before it will be reviewed again

77.8.4.   Support report balancing and verification procedures.

77.8.5.   Maintain comprehensive list of standard reports and their intended use.

77.8.6.   Maintain online access to at least four (4) years of selected management reports.

77.8.7.   Contractor Approach: As part of the Start-Up Phase, the Contractor shall define deliverable development, template format, review, and approval processes including criteria that can be used to measure deliverable approval based on input and direction from the Department. The Contractor shall involve the Department in these early activities to set the stage for an efficient and straightforward process. Before the start of the first review period, the Contractor shall conduct a work product review of major deliverable documents.

77.8.7.1.   After the Department and the Contractor have agreed on the approval criteria for key deliverables and documents, the work plan shall serve as a baseline for measuring the achievement of milestones and deliverables throughout the project.

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The deliverable management process shall be set up as an automated workflow within the Contractor's PPM tool

77.8.8.   Stage: Implementation Contract Stage II

77.9.   Reference #1797: Maintain Client records in Colorado interChange and provide response to provider inquiries on Client claims, services, or benefits, as appropriate.

77.9.1.   Contractor Approach: The Colorado interChange shall maintain Client records for use in processing claims, PA requests, and eligibility verification. Providers shall be able to inquire on claims, Client's services, or benefits through the Interactive Voice Response System, the Healthcare Portal, written correspondence, or by calling the Contractor call center.

77.9.2.   Stage: Implementation Contract Stage II

77.10.   Reference #1798: Maintain the appropriate level of knowledgeable staff that are capable of testing, validating and documenting operational impacts of changes to Colorado interChange.

77.10.1.   Contractor Approach: The Contractor shall minimize risk by supporting the Department with team members who have experience with the proposed Colorado interChange solution, who can effectively support testing, validating, and documenting the operational impacts of changes to the Colorado interChange. The Contractor's Business Analysts responsible for testing system changes shall have the necessary knowledge to test each aspect of the change.

77.10.2.   Stage: Implementation Contract Stage II

77.11.   Reference #1799: Identify and notify the Department of all errors and discrepancies found in Colorado interChange.

77.11.1.   Contractor Approach: The Contractor shall notify the Department as soon as errors or discrepancies are identified in the Colorado interChange, as described in the Communication Management Plan.

77.11.2.   Stage: Implementation Contract Stage II

77.12.   Reference #1800: Establish and lead cross Contractor and Department operational status meetings (i.e., with CBMS, BIDM, PBMS, UM contractors) when determined necessary by the Department.

77.12.1.   Contractor Approach: As needed, the Contractor shall coordinate operational status meetings that include the Department and other contractors. These group status meetings shall be incorporated into the regularly scheduled weekly operations meeting or held as a separate meeting as directed by the Department. The Contractor shall organize agenda items to maximize the use of the attendee's time and include start times for each agenda item. This shall allow other contractors to join the meeting for those items that affect them.

77.12.2.   Stage: Implementation Contract Stage II

77.13.   Reference #1801: Assist in developing processing forms and instructions to be used internally with Department staff.

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77.13.1.   Contractor Approach: The Contractor shall assist in the development of internal processing forms and their corresponding instructions as requested by the Department. The Contractor shall provide recommendations for possible improvements to the forms, if needed.

77.13.2.   Stage: Implementation Contract Stage II

77.14.   Reference #1802: Maintain in accordance with 45 CFR Part 74, accounting books, accounting records, documents, and other evidence pertaining to the administrative costs and expenses of this Contract to the extent and in such detail as shall properly reflect all revenues; all net costs, direct and apportioned; and other costs and expenses, of whatever nature, that relate to performance of contractual duties under the provisions of this Contract. The Contractor's accounting procedures and practices shall conform to GAAP, and the costs properly applicable to this Contract shall be readily ascertainable.

77.14.1.   Contractor Approach: Documentation about charges included on the Contractor invoice shall be retained for the entire term of the Contract. The Contractor shall develop a cost allocation plan, before the Operations Phase, to determine the appropriate Federal Financial Participation for each line item on the Contractor invoice. The Contractor shall conform to GAAP.

77.14.2.   Stage: Implementation Contract Stage II

77.15.   Reference #1803: Provide the ability to adjust the timing of any payment cycle as directed by the Department.

77.15.1.   Contractor Approach: The Colorado interChange shall have multiple options for adjusting the timing of any payment cycle. Payments shall be able to be held in their entirety, reduced by a specific percentage, held only for certain provider types, or held for specific providers.

77.15.2.   Stage: Implementation Contract Stage II

77.16.   Reference #1804: Assist Department staff and the Department's contractors with research, resolution, and response to Client and provider issues related to Colorado interChange or Fiscal Agent Operations brought to the Department's attention.

77.16.1.   Stage: Implementation Contract Stage II

77.17.   Reference #1805: Provide the ability to do a 'Warm Hand-Off' between the Colorado Health Benefits Exchange (COHBE) call center and the Fiscal Agent Operations call center.

77.17.1.   Contractor Approach: The Contractor's call center shall have warm transfer capability. The Contractor shall configure the Contractor's system to support an outgoing warm transfer to the COHBE. The Contractor's call center shall support incoming warm transfers from external entities approved by the Department.

77.17.2.   Stage: Implementation Contract Stage III

77.18.   Reference #1806: Provide an online help and user manual related to the Colorado Registration and Attestation.

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77.18.1.	Contractor Approach: Online help shall be available in the MAPIR solution, including field-level help and "hover bubbles." The MAPIR user manual shall be posted on the Provider Healthcare Portal. The user manual shall include a table of contents, glossary, program background, and application assistance.

77.18.2.	Deliverable: MAPIR User Manual

77.18.3.	Stage: Implementation Contract Stage II

77.19.	Reference #1807: Provide a Tier 1 help desk to support provider questions regarding the Colorado Registration and Attestation (SLR).

77.19.1.	Contractor Approach: The Contractor shall provide Tier 1 help desk support for the MAPIR solution. Contractor's staff members shall be trained on the MAPIR system and the process for submitting an EHR application. They also will be trained to troubleshoot Tier 1 technical issues.

77.19.2.	Stage: Implementation Contract Stage II

77.20.	Reference #1808: The Contractor shall provide any Fiscal Agent Operations support necessary for the BIDM to complete CMS37 and CMS64 reporting.

77.20.1.	Contractor Approach: The Colorado interChange MAR solution shall provide to the BIDM contractor, on a specified schedule, the data necessary to accurately complete the administrative portion of the CMS-64 and CMS-37. The Contractor also shall provide data for the CMS 372 and the "lag" report, generated on the schedule and in the format specified, with format and frequency adjustable as requirements change.

77.20.2.	Stage: Implementation Contract Stage II

77.21.	Reference #1809: Support the appeals, reconciliation, and report provider and program compliance for the Colorado Registration and Attestation.

77.21.1.	Contractor Approach: The Contractor shall support appeals from providers per the Department's established appeal process. If an appeal is upheld, the application shall be re-reviewed with re-application by the provider, if necessary. If the appeal is denied, the application process shall end but the provider shall be able to reapply. If the completed application is not denied, the provider shall be notified and the process will continue from MAPIR to the NLR system.

77.21.2.	Stage: Implementation Contract Stage II

77.22.	Reference #1810: Provide a Provider Outreach Page that will allow for access to supported EHR solutions (related to Colorado Registration and Attestation (SLR)). This includes:

77.22.1.	Providing EHR branding for the State.

77.22.2.	Supporting links to State pages, Department pages, CMS, Office of the National Coordinator (ONC), and other program pages as defined by the Department, and implement a provider workbook to assist providers with their attestation submissions.

77.22.3.	Contractor Approach: As a link on the Provider Healthcare Portal, the Provider Outreach page shall include information related to the Colorado registration and attestation process. The portal pages shall include specific branding for Colorado. The

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Provider Outreach page shall include a separate path for Eligible Professional providers and Eligible Hospitals.

77.22.4.   Stage: Implementation Contract Stage II

77.23.   Reference #1811: Maintain provider communication; including Provider Outreach, Appeals and Audit Program Staff beyond included appeal and audit edits as part of the Colorado Registration and Attestation.

77.23.1.   Contractor Approach: Providers shall be able to access the EHR team through the Contractor's toll-free customer service line. Additionally, the Contractor shall establish a dedicated EHR email box for providers who prefer to communicate in that manner. Email communication to the provider that contains PHI/PII shall be encrypted using encryption software, such as ZixMail, to verify security.

77.23.2.   Stage: Implementation Contract Stage II

77.24.   Reference #1812: Provide and maintain a secure environment for the Colorado Registration and Attestation that ensures confidentiality in accordance with all federal and State statutes, regulations, rules or Executive Orders. Contractor shall also comply with the security and confidentiality requirements of this Contract and HIPAA Business Associate Addendum. Confidential information shall not be distributed or sold to any third party nor used by Contractor or Contractor's assignees and/or subcontractors in any way except as authorized by this Contract. Confidential information shall not be retained in any files or otherwise by Contractor. Disclosure of such information may be cause for legal action against Contractor. Defense of any such action shall be the sole responsibility of the Contractor.

77.24.1.   Stage: Implementation Contract Stage II

77.25.   Reference #1813: Ensure the confidentiality of all Colorado Registration and Attestation information not available to the general public.

77.25.1.   Stage: Implementation Contract Stage II

78. FAO CLAIM/ ENCOUNTER RELATED SERVICES

78.1.   Reference #1814: Review, process, and finalize any suspended claims, Capitations, or Encounters regardless of entry source.

78.1.1.   Contractor Approach: To allow for maximum flexibility, the Contractor shall accept electronically submitted claims through the Internet, directly from a PC through a modem, or diskette. Additionally, the Contractor shall electronically scan and image paper claims and claim-related documents. Claims that fail the edits and audits that shall not be set to systematically deny are suspended and routed to the appropriate system claim locations for manual review and processing by the appropriate Contractor staff member.

78.1.2.   Stage: Implementation Contract Stage II

78.2.   Reference #1815: Monitor Encounter reports and Encounter processing to ensure accuracy.

78.2.1.   Contractor Approach: The Colorado interChange system shall accept, process, and adjust Encounter claims. Encounters shall go through the same edits and audits as

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claims. The edits and audits shall be set to apply or not apply to Encounters as needed and as directed by the Department.

78.2.2.   Stage: Implementation Contract Stage II

78.3.   Reference #1816: Document claims/Encounters billing processes, policies and procedures and make available online to users and providers.

78.3.1.   Contractor Approach: As part of the Contractor's certification process, the claims and Encounters billing processes, policies, and procedures shall be reviewed with the Department and made ready to be placed online. These documents shall be made available to internal staff members for training purposes and provider assistance. The documents also shall be placed on the Provider Healthcare Portal so that providers can access them directly. As part of this documentation, the Contractor shall publish an electronic searchable crosswalk of the HIPAA adjustment reason codes and remark codes to edits that are used in the interChange system.

78.3.2.   Stage: Implementation Contract Stage II

78.4.   Reference #1817: Provide the ability for authorized Colorado interChange users to identify and limit services within a Benefit Health Plan and by a specific Client, based on utilization criteria established by the Department.

78.4.1.   Contractor Approach: Colorado interChange shall allow authorized users to identify and limit services within a Benefit Health plan and by a specific Client using the PA features. The PA function shall enable users to approve a specific set of services for a specific Client for a specific time period taking into account utilization criteria set by the Department.

78.4.2.   Stage: Implementation Contract Stage II

78.5.   Reference #1818: Provide the specific reason(s) to providers describing the status of the claim/Encounter. Providers shall be able to obtain this information electronically, via the help desk, or when viewing claims/Encounters status via the Web Portal.

78.5.1.   Contractor Approach: Colorado interChange shall provide flexible and convenient access to claim status information for the Department and provider community. The system shall take full advantage of the Internet and provides instant access to claim adjudication results. Providers shall know immediately if their claim paid or denied. Colorado interChange shall provide access to claim information through the AVRS and several HIPAA-compliant transactions.

78.5.2.   Stage: Implementation Contract Stage II

78.6.   Reference #1819: Apply voids and adjustments to the claims/Encounters as identified by the Department's contractors or Department, within the claims/Encounters processing cycle.

Note: Voids and adjustments shall be applied in the timeframe specified by the Department.

78.6.1.   Contractor Approach: The original and adjustment claims shall be processed in the same cycle and displayed on the same RA. Colorado interChange shall display the original and Adjusted Claims on the provider's RA as offsetting transactions.

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Additional payments due or receivable amounts resulting from the adjustment shall be applied to the current check-write.

78.6.1.1. Credit-only adjustments shall be performed in the financial function by establishing an accounts payable with the desired balance and the appropriate explanation in the entry. The account shall then be credited in the next processing cycle.

78.6.2. Stage: Implementation Contract Stage II

78.7. Reference #1820: Provide the ability for authorized Colorado interChange users to reduce payment, in whole, part, or by percentage, to a provider based on Department requirements and record the reduction and methodology on the claim at the service detail level.

78.7.1. Contractor Approach: Authorized users shall have point-and-click access to a web-based browser page to review and update fee schedules, provider-specific rate tables, Client TPL information, and claim information. These authorized users shall be able to reduce payment for a specific claim line or an entire claim, in any manner that is needed, be it by overall percentage, or non-contracted special agreement. With Colorado interChange's rules-based reimbursement methodology, the pricing reductions shall be tracked with a specific EOB so that providers have a clear understanding of why their claim paid as it did.

78.7.2. Stage: Implementation Contract Stage II

78.8. Reference #1821: Identify, analyze, and correct errors that have resulted in improper claims/Encounters processing (e.g., if final edit dispositions are incorrect, incorrect loaded rate), trace to the source, reprocess as needed, and report to the Department.

78.8.1. Stage: Implementation Contract Stage II

78.9. Reference #1822: Receive and process all Encounter transactions.

78.9.1. Contractor Approach: The Colorado interChange system shall accept, process, and adjust Encounter claims using the same features as that of FFS.

78.9.2. Stage: Implementation Contract Stage II

78.10. Reference #1823: Verify that the service on a claim is consistent with the provider's specialties, licenses, trainings, certifications, accreditations, taxonomy, or other Department-granted special permissions or characteristics.

78.10.1. Contractor Approach: To perform accurate claims processing and payment, the Contractor shall verify that the service on a claim is consistent with the provider's specialties, licenses, trainings, certifications, accreditations, taxonomy, or other Department-granted special permissions or characteristics.

78.10.2. Stage: Implementation Contract Stage II

78.11. Reference #1824: Provide reconciliation reporting on all claims/Encounters processes.

78.11.1. Contractor Approach: The Contractor shall receive and process Encounter Data and provide the MCOs with a status of their submission in an electronic report format called the Submission Status Report (SSR), which shall be sent to the MCOs after processing of their submission is complete.

78.11.2. Stage: Implementation Contract Stage II

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78.12. Reference #1825: Generate a post payment review report(s) based on claims/Encounters adjudication criteria and specific edit(s) as established by authorized Colorado interChange users.

78.12.1. Contractor Approach: The Colorado interChange shall deliver multiple styles of reports which shall all be available online for the authorized users. These reports shall be permanently stored in the Electronic Document Management System, which provides online access to these production reports. The Colorado interChange shall provide these interactive reports directly within the Colorado interChange User Interface.

78.12.2. Stage: Implementation Contract Stage II

78.13. Reference #1826: Provide the ability to run additional or modify financial cycles outside of the predetermined schedule.

78.13.1. Contractor Approach: interChange financial cycles shall generally run weekly, however, the interChange system shall be able to run more frequent payment cycles as requested by the Department. These cycles shall be able to be configured and initiated by authorized users only.

78.13.2. Stage: Implementation Contract Stage II

78.14. Reference #1827: Provide the ability to suspend payments for specific services (e.g., HCBS waiver services) furnished to individuals who are inpatients of a hospital, Nursing Facility, or ICF/ID, or who is enrolled in Program of All-Inclusive Care for the Elderly (PACE).

78.14.1. Note: Information will be provided directly by authorized Colorado interChange users data entry into Colorado interChange or through an interface with the Department of Human Services.

78.14.2. Contractor Approach: The flexible Colorado interChange BPA rules shall enable authorized users to configure coverage rules for specific services that would only allow payment if the Client is not an inpatient of a hospital, Nursing Facility, or ICF/ID or the Client is not enrolled in PACE.

78.14.3. Stage: Implementation Contract Stage II

78.15. Reference #1828: Flag, re-price, suspend, or deny claims/Encounters when a particular claim is not followed up, or associated with an expected second claim.

78.15.1. Contractor Approach: Colorado interChange shall provide the ability to flag, re-price, suspend or deny the first claim when a second claim is expected.

78.15.2. Stage: Implementation Contract Stage III

78.16. Reference #1829: Provide the ability to process Encounters for any Colorado Medical Assistance program Client, including those who are not Medicaid eligible.

78.16.1. Contractor Approach: The Colorado interChange system shall accept, process, and adjust Encounter claims using the same features as that of FFS claims. Encounters shall go through the same edits and audits as claims. Tailored to the Department's desires, the edits and audits shall be set to apply or not apply to Encounters as needed. This shall allow the Colorado interChange system to accept Encounters for Clients who are not Medicaid-eligible.

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78.16.2.   Stage: Implementation Contract Stage III

79. FAO PRIOR AUTH SERVICES

79.1.   Reference #1830: Edit claims/Encounters based on presence of PA.

79.1.1.   Contractor Approach: The PA data shall be accessed during claims processing to verify that services billed that require PAs have a valid PA record available. If a PA record exists for the service, the claim information shall be compared to the information on the PA database. Claims with discrepancies in information shall be denied, modified, or paid based on disposition criteria set forth by the Department. Claims submitted for a service that requires Authorization but has no PA record on file shall be denied or suspended for manual review depending on Department criteria.

79.1.2.   Stage: Implementation Contract Stage II

80. FAO PROVIDER MANAGEMENT SERVICES

80.1.   Reference #1831: Provide a web based survey tool that the Contractor or Department can use to develop and administer Client and provider surveys that will capture electronic responses and pass the information to BIDM for analysis.

80.1.1.   Contractor Approach: For surveys to providers and Clients on more general program topics, the Contractor shall use a survey tool, such as Survey Monkey to develop and disseminate these surveys. Results shall be available in various formats—such as Excel files or PDF—and shall be supplied to agencies and to BIDM for analysis as required by the Department.

80.1.2.   Stage: Implementation Contract Stage III

80.2.   Reference #1832: Complete Provider Enrollment process (including any necessary re-validation and screening) by providing notification (electronic or by paper letter) of acceptance/ rejection as a Colorado Medical Assistance program provider.

80.2.1.   Require providers that have been terminated to re-enroll in the program and meet all Department policies and instructions.

80.2.2.   Allow providers to enroll or Health Benefit Plan or to limit services to specific populations (i.e., some providers may not provider services to Non-Medicaid Clients or provide services to only CHP+ Clients).

80.2.3.   Contractor Approach: If a provider meets the enrollment criteria, they shall be added to the Colorado interChange provider field, assigned an effective date, and sent welcome materials, which shall be auto-generated through the workflow process. If the application requires additional information, Provider Enrollment shall generate a Notification of Missing Information letter from the Contractor's letter generation tool detailing the missing information. After the provider has submitted the additional information, the workflow triggers shall immediately prompt the Contractor enrollment staff to take action on the application, enabling it to continue processing.

80.2.3.1.   Re-enrolling a terminated provider shall involve a careful determination whether that provider should be enrolled so there is no chance of them posing a risk to the program. The Contractor shall define procedures and processes a terminated

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provider must follow to re-enroll in Colorado Medicaid based on input and direction from the Department.

80.2.4. Stage: Implementation Contract Stage I

80.3. Reference #1833: Reevaluate Provider Enrollment based on Department established policies.

80.3.1. Contractor Approach: The Colorado interChange shall have the ability to keep providers informed regarding the status of their enrollment application and recertifications and any follow up actions the provider must take. After a provider has begun the enrollment or recertification process, they shall be able to return to the Web Portal at any time to retrieve the status of their submission using the application's assigned ATN.

80.3.2. Stage: Implementation Stage I

80.4. Reference #1834: Inactivate or suspend all providers not responding to recertification or relicensure requirements in accordance with guidelines from the Department.

80.4.1. Contractor Approach: Providers who do not comply with a scheduled provider recertification effort shall be suspended on a given end-date, based on Department direction. The Contractor shall define the cut-off date for any recertification effort as directed by the Department.

80.4.2. Stage: Implementation Contract Stage II

80.5. Reference #1835: Develop and/or maintain the public facing Medicaid Enterprise website and web pages as determined by the Department.

80.5.1. Contractor Approach: The Client and Provider Healthcare Portals that allow providers, trading partners, and other Department authorized stake-holders access to secure features, shall include a non-secure public-facing site. The Contractor shall define the content details of this site based on input and direction from the Department.

80.5.2. Stage: Implementation Contract Stage II

80.6. Reference #1836: Manage, publish, update, index, and provide electronic public access to the Colorado Medical Assistance program communications, guides, forms, and files including, but not limited to, the following:

80.6.1. Colorado Medical Assistance program newsletters.

80.6.2. Provider billing manuals, bulletins, announcements, and enrollment forms.

80.6.3. Transaction companion guides.

80.6.4. Procedure and diagnosis reference lists.

80.6.5. Frequently asked questions (FAQs).

80.6.6. Stage: Implementation Contract Stage II

80.7. Reference #1837: Provide telephone and electronic access to Client Eligibility Verification and HIPAA transactions free of charge to providers and all other Department-approved contractors.

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80.7.1. Contractor Approach: The Colorado interChange AVRS shall automatically answer Client and provider inquiry calls 24 x 7, except for Department-approved and scheduled Maintenance downtime. AVRS features shall include eligibility verification and access to HIPAA transaction information. Providers shall be able to make unlimited calls into the AVRS or to the call center for assistance using the Contractor's toll-free numbers.

80.7.2. Stage: Implementation Contract Stage II

80.8. Reference #1838: Implement and manage a help desk for provider relationship management for the Colorado Registration and Attestation (SLR).

80.8.1. Contractor Approach: The Contractor shall implement and manage a provider relationship management help desk for Colorado Registration and Attestation as part of the Contractor's overall call center plan.

80.8.2. Stage: Implementation Contract Stage II

80.9. Reference #1839: Implement and manage a help desk for provider relationship management, coordinate with other contractors to manage, support, and resolve Provider Enrollment issues, electronic transactions and inquiries and SLR inquiries.

80.9.1. Contractor Approach: The Contractor shall implement and manage a provider relationship management help desk for Colorado Registration and Attestation as part of the Contractor's overall call center plan. Upfront menus in the IVR shall allow providers to indicate what their inquiry is related to. The Contractor's call center stall also shall be trained to assist with Provider Enrollment issues and EDI issues.

80.9.2. Stage: Implementation Contract Stage II

80.10. Reference #1840: Conduct background checks on providers' owners, officers, directors, partners, agents, managing employees, affiliates and subcontractors for Sanctions, terminations, and exclusions, in accordance with the ACA Provider Screening Rule.

80.10.1. Contractor shall conduct background checks upon the provider's application, at re-verification, and upon Department request.

80.10.2. Contractor shall, at minimum, utilize information from the following systems to perform background checks:

80.10.2.1. LEIE/MEDEPLS

80.10.2.2. NPPES

80.10.2.3. Medicare terminations

80.10.2.4. Other state Medicaid or CHP terminations

80.10.2.5. HHS' health care Integrity & Protection Database

80.10.2.6. Social Security Administration's Death Master File

80.10.3. Contractor Approach: The Contractor shall conduct background checks on providers' owners, officers, directors, partners, agents, managing employees, affiliates, and subcontractors for Sanctions, terminations, and exclusions, in accordance with the ACA Provider Screening Rule. The Contractor shall conduct background checks after the provider's application, at re-verification, and following Department request. The

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Contractor may use LexisNexis to meet the requirements of rule 6028 of the ACA for provider credentialing and background checks.

80.10.4.	Stage: Implementation Contract Stage II

80.11.	Reference #1841: Respond to and resolve provider inquiries related to the scope of this Contract.

80.11.1.	Contractor Approach: The Contractor shall respond to provider inquiries through a variety of methods including via a Knowledge Base, live chat services, telephone calls, written communications and email.

80.11.2.	Stage: Implementation Contract Stage II

80.12.	Reference #1842: Provide and support online training addressing all aspects of Web Portal functionality. Develop and make available updates to the online training materials as new functionality is added to the Provider Enrollment Tool. Coordinate training with other contractors, as needed.

80.12.1.	Contractor Approach: The Provider Healthcare Portal shall be fully equipped with illustrated online help guides to assist providers in using the portal. Online help guides shall be available for all Portal capability including Provider Enrollment, registration and attestation and claims submission. As changes are made to Provider Healthcare Portal functional capability, the online training guides shall be updated and posted before the change being implemented. The Portal shall provide two means to notify providers when updated training is available—global messages and "Notify Me" notifications—so they shall be able to access the training before the change.

80.12.2.	Stage: Implementation Stage II

80.13.	Reference #1843: Allow the provider to electronically appeal any denials, as well as to challenge the amount of payment.

80.13.1.	Contractor Approach: The Provider Healthcare Portal shall allow providers to create a new appeal and resubmit an appeal when the provider disagrees with the outcome. Providers shall be able to also select a claim in a paid status and challenge the payment amount. As with appeals of denials, the user shall be able to select the claim from the secure portal and, based on Department parameters, submit a challenge to the payment.

80.13.2.	Stage: Implementation Contract Stage II

80.14.	Reference #1844: Require that providers update/confirm address and other contact information every six months, or as determined by the Department, according to business rules, and through an automated process.

80.14.1.	Contractor Approach: The Provider Healthcare Portal shall allow for regular, scheduled validation of provider information, such as physical addresses and email addresses. When a Provider reaches an address confirmation time, they shall be prompted to review their data from the demographic portion of their portal account. The provider shall be prompted to either check and confirm the information is correct or determine if changes are needed.

80.14.2.	Stage: Implementation Contract Stage II

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81. FAO THIRD PARTY LIABILITY SUPPORT SERVICES

81.1.   Reference #1845: Provide the ability to receive an interface file from the Department's HIBI contractor to track if the Client is enrolled in HIBI.

81.1.1.   Note: The Legacy System stores TPL resource and carrier tables and utilizes the data contained in the resource table to cost avoid or pay claims based on the presence or absence of active TPL resource(s). HIBI payments were generated from the HIBI tab on the TPL resource file and HIBI recoveries were tracked in the MMIS claims as history only credit transactions.   Currently, (as of 7/1/2012) the Department's contractor HMS generates and tracks HIBI payments and recoveries within their own systems. The Legacy System no longer handles HIBI payments and recoveries.

81.1.2.   Contractor Approach: The Contractor shall accept data from HIBI interfaces.

81.1.3.   Stage: Implementation Contract Stage II

81.2.   Reference #1846: Maintain TPL carrier and resource files and update member and carrier information as received. Maintain historical TPL eligibility and coverage in Colorado interChange.

81.2.1.   Contractor Approach: The Colorado interChange shall store TPL carrier and resource information including historical data. Carrier data shall be maintained by updates through the online panels. The Colorado interChange system also shall support the ability to perform mass updates through the online panels. TPL resource information shall be updated through the panels and through interface files between the Colorado interChange, insurance carriers, TPL vendors, and others. Clients and providers also shall be able to update TPL information using the Web Portal—subject to HIPAA requirements.

81.2.2.   Stage: Implementation Contract Stage II

81.3.   Reference #1847: Provide TPL eligibility and coverage information to providers when Client eligibility is verified by providers.

81.3.1.   Contractor Approach: The Colorado interChange shall provide updated eligibility information, including TPL. TPL coverage information is provided on the Web Portal and on the 271 response file. Additionally, eligibility information, including TPL, shall be able to be accessed by telephone through the Voice Response system.

81.3.2.   Stage: Implementation Contract Stage II

81.4.   Reference #1848: Provide files to the Department's contractors for data exchanges with insurance carriers and governmental agencies for use in recoveries, utilization review, etc.

81.4.1.   Contractor Approach: The Contractor shall provide data to the Department's contractors and government agencies interfaces. Interoperability between the Colorado interChange and other stake-holders shall be securely managed through the interChange Connections module.

81.4.2.   Stage: Implementation Contract Stage II

81.5.   Reference #1849: Maintain and update Medicare participation information when received from external sources.

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81.5.1. Contractor Approach: The Colorado interChange shall comply with the requirement to accept Medicare participation files. The Contractor shall maintain and update Medicare participation information when received from external sources. Automatic updates of Medicare information will be received from CMS. This Medicare data shall update the Colorado interChange. The Contractor also shall update Medicare information using the Colorado interChange panels as necessary.

81.5.2. Stage: Implementation Contract Stage II

82. FAO PROGRAM INTEGRITY SUPPORT SERVICES

82.1. Reference #1850: Process, record, and track using an automated tracking system, all Sanctions against providers, per Department Specifications, as initiated by CMS, the federal OIG, other State agencies, or the Department.

82.1.1. Contractor Approach: The Contractor shall process, record and track all Sanctions against providers, per Department Specifications, using an automated tracking system. Colorado interChange shall interface with the MED database and shall perform a complete replacement of the provider Sanction table with the MED list. The process shall produce a report that compares providers on the Sanction table to those providers who are enrolled, are in the process of enrolling (provider applications), are owners, or are managing employees. Separate reports for Sanctioned providers, terminated license, terminated credentials, and restricted providers shall then be available.

82.1.2. Stage: Implementation Contract Stage II

82.2. Reference #1851: Perform quality control on all reference file updates to ensure the integrity of data.

82.2.1. Contractor Approach: To validate the integrity of data, the Contractor shall perform quality control on the reference file updates. The ability to update reference data shall exist through interfaces and update programs that shall allow checks and balances to be made for system and manual updates or changes. The checks and balances shall promote the validity of the data.

82.2.2. Stage: Implementation Contract Stage II

82.3. Reference #1852: Provide the ability to edit claims/Encounters, based on provider referral conflict of interest as defined by the Department.

82.3.1. Contractor Approach: Colorado interChange shall enable users to edit claims or Encounters based on provider referral conflict of interest as defined by the Department. The Contractor shall incorporate editing, so when a conflict of interest is identified, the claim will be adjudicated according to Department policy.

82.3.2. Stage: Implementation Contract Stage II

83. FAO CLIENT PREMIUM MANAGEMENT SERVICES

83.1. Reference #1853: Process premium payment billings from CMS (Medicare), and update the Medicare Buy-In files accordingly.

83.1.1. Contractor Approach: Colorado interChange shall receive and process Medicare Part A and Part B billing (or Buy-In) files from CMS on daily and monthly schedules.

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Records that pass validation and are successfully associated with a Client in the system shall be viewable through the Colorado interChange UI buy-in information panel. Records that fail validation or cannot be successfully matched to a Client shall be viewable on separate UI panels and shall be able to be manually resolved by qualified staff members. The Contractor shall perform extensive reporting on buy-in data for use in resolution of failed or unmatched records and for use in financial reporting.

83.1.2.   Stage: Implementation Contract Stage II

83.2.   Reference #1854: Price and apply Client's cost share to claims/Encounters.

83.2.1.   Contractor Approach: Colorado interChange shall support the use and application of different types of Client cost share, such as Copayment, spend-down, coinsurance, Client liability and deductible.

83.2.1.1.   Copayments shall be tracked primarily in the claims subsystem, although data from Client management also shall be used. As a claim or Encounter processes, system logic shall determine if the Client is exempt from Copayments—based on demographic factors, such as a Client's affiliation with a tribe, Client age, or Client eligibility category. If the Client is not exempt from Copayment, system logic shall determine the appropriate Copayment amount based on the service billed on the claim and the policies for the Client's Health Benefit Plan.

83.2.1.2.   Spend-down amounts shall be tracked with a Client's case, defined as members of a household and to whom certain healthcare policies may apply as a group instead of as individuals. Spend-down amounts shall be defined monthly or a single dollar amount may be stored for a range of dates as directed by the Department.

83.2.1.3.   Co-insurance shall be similarly tracked at the case level. A cutback percentage shall be defined along with a maximum amount so that percentages are applied to the claims for a case up to the maximum amount. Coinsurance also shall be categorized by benefit plan group or financial funding source and can have a date range associated with it as directed by the Department.

83.2.1.4.   Client liability shall be stored per Client with the Client's record. A monthly amount shall be defined in the Colorado interChange with effective and end dates. Client liability shall be able to be further categorized into a benefit group or financial group.

83.2.1.5.   Deductible, as with Client liability, shall be stored at the Client level. The amount, dates, and type (inpatient or outpatient) shall be able to be defined with benefit or financial categories.

83.2.2.   Stage: Implementation Contract Stage II

84. FAO CALL CENTER SERVICES

84.1.   Reference #1855: Provide the appropriate technical or operational support based on call issue, and provide the appropriate staff to answer the question(s).

84.1.1.   Contractor Approach: The Contractor's call center's telecommunications infrastructure shall be supported by software, such as Avaya ACD, to deliver calls and voice mails using Voice over Internet Protocol (VoIP).

84.1.1.1.   The Contractor's locally based call center shall consist of well-trained agents who have access to online resources, subject-matter experts, and their leadership team to assist them in resolving questions. Call Center agents also shall use the Contractor's Enterprise Knowledge Management System, which shall enable agents to quickly access stored content, including the Department's business rules, needed to respond to calls.

84.1.1.2.   The Contractor's telephone system shall allow agents to be assigned to queues based on their skill sets and knowledge. Using call routing queues shall allow callers to choose the appropriate trained agent based on their question. Presented with topics at the onset of the call, callers shall be able to choose an appropriate menu option to indicate the topic of their call. Their selection shall route them to an agent prepared to give appropriate help, whether technical or operational.

84.1.2.   Stage: Implementation Contract Stage II

84.2.   Reference #1856: Support an online provider complaint tracking, resolution, and reporting process that allows the Contractor to proactively identify trends. Contractor shall provide summary reporting to the Department on a routine basis.

84.2.1.   Contractor Approach: Provider service representatives shall use the Contractor's CTMS to track provider complaints and other correspondence. The Contractor shall organize tracking by target population, issue, purpose, date of distribution, and method of distribution as directed by the Department. This online tracking solution shall keep inquiries from the provider in one location, whether by telephone, email, or paper.

84.2.2.   Stage: Implementation Contract Stage II

84.3.   Reference #1857: This requirement intentionally deleted.

84.4.   Reference #1858: Provide and maintain an Interactive Voice Response (IVR) function that provides callers with straightforward menu options to reach the appropriate prerecorded information or a live operator.

84.4.1.   Contractor Approach: The front-end of the Contractor's call center shall consist of an IVR system that provides a standards-based voice portal enabling cost-effective customer interactions 24 x 7. Beyond traditional IVR, the Contractor's solution shall provide touch-tone access to applications and incorporates speech recognition technology for conversational exchange to identify and resolve customer requests. The IVR shall be set up with diverse call flows to streamline the menus into applicable, easy-to-understand, and concise options so that the caller is directed to the information that satisfies their needs quickly and effectively. Every menu level shall have an option to go immediately to an agent during call center hours. These options shall improve customer service by enabling the provider to get the answers they want quickly and automatically, or to opt out to an agent for more information without going through multiple forced menus.

84.4.2.   Stage: Implementation Contract Stage II

84.5.   Reference #1859: Provide a dedicated inbound email address for providers to use as part of the Customer Service Center.

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84.5.1.   Contractor Approach: The Contractor shall provide a dedicated inbound email address for provider correspondence. Incoming emails shall be handled similar to incoming telephone calls and will follow the defined processes set up during the Design and Definition Phase. Emails shall be documented in the CTMS software.

84.5.2.   Stage: Implementation Contract Stage II

84.6.   Reference #1860: Provide the Department with weekly and monthly reports on all inquiries, the nature of the inquiries, and the timeliness of responses to inquiries for the call center and help desk activity.

84.6.1.   Contractor Approach: CTMS data shall be used for weekly or monthly reporting as defined by the Department, showing the nature of inquiries and the Contractor's timeliness in replying. This same data shall be used by the Contractor to provide information on trending topics in the Frequently Asked Questions (FAQs) feature in the provider portal. The Department shall also have access to this tool to make comments, review comments, and provide consistency in tracking and management.

84.6.2.   Stage: Implementation Contract Stage II

84.7.   Reference #1861: Provide a centralized call center and help desk database or reporting capability that creates, edits, sorts, and filters tickets or electronic records of calls made to the call center and help desk categories that can be accessed and utilized by the Department for provider and Client tracking and management.

84.7.1.   Contractor Approach: The help desk shall use the Contractor developed tools to collect the data into a database for Client and provider tracking.

84.7.2.   The Contractor shall implement the CTMS, a customer contact tracking subsystem that shall be tightly integrated with other modules such as claims processing, and part of the Colorado interChange. This system shall allow the entry of vital information about the call received from the providers and customers.

84.7.3.   Agents shall be required to accurately enter important information during a call. If the call needs to be escalated to another unit within the account for further review and processing, subsequent actions taken on the call by the other units shall also be properly documented on the contact record. Because of this process, the contact record created during a call shall carry an accurate representation of each action taken. After data is accurately entered, the Contractor shall be able to generate queries and reports to identify trends.

84.7.4.   Stage: Implementation Contract Stage II

84.8.   Reference #1862: The Contractor shall staff a Call Center/Help Desk from 8:00 am to 5:00 pm MT.

84.8.1.   Contractor Approach: The Contractor shall operate the call center help desk from 8 a.m. to 5 p.m., MT. The Contractor also shall implement the registration and attestation help desk and cross-train selected members of the call center to take advantage of economy of scale and backups in case of call volume spikes, vacations, sick days, and other occurrences of increased telephone volumes.

84.8.2.   Stage: Implementation Contract Stage II

84.9. Reference #1863: The Contractor shall staff a Call Center/Help Desk from 7:00 am to 7:00 pm MT.

84.9.1. Contractor Approach: The Contractor shall operate the call center help desk from 7 a.m. to 7 p.m., MT. The Contractor also shall implement the registration and attestation help desk and cross-train selected members of the call center to take advantage of economy of scale and backups in case of call volume spikes, vacations, sick days, and other occurrences of increased telephone volumes.

84.9.2. Stage: Implementation Contract Stage III

84.10. Reference #1864: Provide call-center, help desk, web knowledge based forum and other support to users of data-merge functionality.

84.10.1. Contractor Approach: The Contractor shall provide support for the knowledgebase forum and datamerge tools as follows:

84.10.1.1. A Web-based knowledgebase platform, such as LiveHelpNow!, shall be utilized to provide an online knowledge base solution for Colorado interChange Providers. This platform shall provide strong yet appropriate Internet presence for the Department. This tool shall provide extended search functions that shall be used by the Contractor call center and help desk agents as well as the providers in the Colorado program. The system shall support various file formats including text, picture, and even video. Because the security levels shall be able to be set by function, the Contractor call center staff members and the providers shall be able to have different levels of access. This tool shall also enable the Contractor agent to see the same information on the provider's screen, which will result in efficient and prompt handling of calls when a provider needs support from the help desk.

84.10.1.2. Data-merge tools—the Contractor's letter generation tool shall be utilized as the product to extract data from the Colorado interChange for personalized letter generation with pertinent, custom information for delivery. This tool shall be used to extract data from the Colorado interChange database based on the ad hoc queries. The output of the queries shall be used to generate letters by the Department using an office productivity software tool. Because these queries will be performed by the Department only and not by the providers, the Contractor help desk shall assist the Department if it needs support using the data-merge tool.

84.10.2. The Contractor staff members shall support Colorado interChange stakeholders through the Contractor's call center and help desk functions. The Contractor's staff members shall be trained on the aforementioned products and can support authorized users of these systems.

84.10.3. Stage: Implementation Contract Stage III

84.11. Reference #1865: Provide and support Provider Customer Relationship Management (CRM) software licenses that can be expanded to be utilized by all employees in Department so that the Department's contact with providers can be noted in the same system as the Contractor, which will allow communications with providers to be more efficient.

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84.11.1. Contractor Approach: The Contractor shall implement the CTMS, a customer contact tracking subsystem that is tightly integrated with other modules such as claims processing, and is part of the Colorado interChange solution. Therefore, the system shall be accessible to Department staff members to incorporate their comments for documenting provider communication and interactions without further licensing. This shall allow for a single source of provider inquiries, questions, and subsequent responses from the Department and the Contractor staff members. CTMS shall generate reports for trending and point-in-time data analysis purposes as directed by the Department.

84.11.2. Stage: Implementation Contract Stage III

85. FAO HELP DESK SERVICES

85.1. Reference #1866: Provide call-center, help desk, web knowledge base forum and other support to users, including Colorado interChange and Provider Enrollment support.

85.1.1. Contractor Approach: The Contractor shall operate a Help Desk for primary support. Questions or issues that can be resolved through the first tier support agents over the telephone shall be resolved within the shortest amount of time possible, under regular operating conditions, and during business hours. The first tier Help Desk agents shall be trained on the Colorado Provider Enrollment Process, as well as the technical aspects of the online portal and the Colorado interChange, so that they shall be able to assist providers with their questions on the Colorado interChange users interface and the enrollment procedure.

85.1.1.1. The Contractor shall also provide Colorado providers a web-based knowledge platform, such as LiveHelpNow!, which shall provide live chat options and live desktop support. This tool shall provide extended search functions in the knowledge database, which can support various file formats such as text, pictures, and video. Through this tool, the help desk agent shall be able to see the same information on the provider's screen, which will result in efficient and prompt handling of calls.

85.1.2. Stage: Implementation Contract Stage II

86. FAO MAILROOM

86.1. Reference #1867: Provide a mailroom and print center to support provider relationship management, claims/Encounters adjudication, and required Client and provider communication functions.

86.1.1. Contractor Approach: The Contractor shall maintain mailroom staff to prepare and control incoming and outgoing program-related mail, claims, Client and provider inquiries, and other communications. Because of the Protected Health Information contained in Medicaid communications, the Contractor shall handle mail in a secure HIPAA-compliant manner.

86.1.1.1. The mail and print center shall comprise the following:

86.1.1.1.1. Opening and sorting incoming mail

86.1.1.1.2. Scanning paper claims

86.1.1.1.3. Full-time courier services

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86.1.1.1.4.	Provider publications responsibilities

86.1.1.1.5.   Print and materials management

86.1.1.1.6.   Provider manual and subscription services

86.1.1.1.7.   Forms management

86.1.1.1.8.   Publications; print and distribute reports

86.1.1.2.   Incoming Mail: Each morning the incoming mail sent to the Contractor's Fiscal Agent P.O. Box at the local U.S. Postal facility shall be picked up by the Contractor's courier and delivered it to the Contractor's Denver facility. The Contractor's mailroom team shall open the mail using an automated mail opener, extract the contents, and process the mail. The Contractor's solution shall include document identification software which shall be integrated with the OCR scanner which shall help identify and categorize documents without manual intervention. Mail not passed through the scanner shall be stamped with the calendar date of receipt using a rubber self-inking stamp that is appropriately labeled." The scanner shall ink spray mail with the Julian date of receipt as a component of the control number assigned to each item. Each document shall be assigned a unique document control number (DCN) that includes the year and Julian date of receipt.

86.1.1.3.   Paper claims and adjustments shall be assigned an ICN that includes the year and Julian date, batch number, and sequence of the claim or adjustment. The Contractor shall maintain paper claim and other hard-copy batches according to the Specifications outlined by the Department for archival and destruction. Claims that do not meet the minimum data requirements shall be routed to be returned to the provider (RTP).

86.1.1.4.   Claim output from scanner shall be sent to the data capture package for clean up through the OCR engine. This shall upload claim information to interChange or route non-claim documentation to the appropriate department for processing. Hard-copy documents shall be converted into optical digital images and stored in the EDMS solution for access by authorized users.

86.1.1.5.   Outgoing Communication: The Contractor shall use the following methods to distribute Department-approved notifications:

86.1.1.5.1.   Web Portal notification—Messages shall be posted to the secure Healthcare Portal on the Client notification web page.

86.1.1.5.2.   Paper notification—Messages shall be produced on paper using a bulletin style format. The Client's address and the notification title shall be printed on the back of the notification to save paper and postage. In cases where the notification is multiple pages long, the Client's address information shall be printed on a cover page.

86.1.1.5.3.   The Contractor's letter generation tool— This application shall systematically produce a notification letter based on actions taken in Colorado interChange. For example, following a PA decision for Client services, a notice shall be generated. These letters shall be machine-inserted into a windowed envelope and mailed through the U.S. Postal Service (USPS).

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86.1.1.6.   The methods of communication to notify providers of changes or updates to the Medicaid program shall include the following:

86.1.1.6.1.   Secure Web Portal notifications or alerts

86.1.1.6.2.   Remittance advice banner page broadcasting

86.1.1.6.3.   Email

86.1.1.6.4.   Provider bulletins

86.1.2.   Stage: Implementation Contract Stage II

87. FAO ONLINE DOCUMENT REPOSITORY

87.1.   Reference #1868: Provide an on-line, real-time communications tracking tool with role-based access to monitor and document system updates, day-to-day business, and exchanges between Contractor(s) and the Department.

87.1.1.   Contractor Approach: The Contractor's EDMS shall provide an online, real-time communications tracking tool with role-based access to monitor and document system updates, daily business, and exchanges between organizations and the Department.

87.1.2.   Stage: Implementation Contract Stage II

87.2.   Reference #1869: Provide the ability to collaborate on documentation (e.g., system, project, provider communication materials) via editing capabilities. Include the ability to limit editing of certain documents by type and/or origination. Track and maintain version history of documents and related attachments that have been edited.

87.2.1.   Contractor Approach: Through the Contractor's Enterprise SharePoint solution, users shall be able to create customizable team workspaces, coordinate calendars, organize documents, and receive important notifications and updates through communication features including announcements and alerts. Colorado interChange users shall be able to collaborate on creating and editing documents. With enhanced document management capabilities, including the option to activate required document checkout before editing, the ability to view revisions to documents and restore to previous versions, and the control to set document and item-level security.

87.2.2.   Stage: Implementation Contract Stage II

87.3.   Reference #1870: Ensure that all project and Contract documents are made available on the electronic data repository and that all documents available on the repository are the most current and prior versions, as determine necessary by the Department, of the document available.

87.3.1.   Contractor Approach: The Contractor shall implement an EDMS solution for scanning, storage, and retrieval of images. EDMS includes document storage and retention capabilities with easy access from users' desktops with role-based security. The project and Contract documents, along with other document types determined by the Department, shall be available within the EDMS solution including their current and prior versions necessary for retention purposes.

87.3.2.   Stage: Implementation Contract Stage II

88. INVOICING

88.1.   Reference #1871: The Contractor shall invoice the Department on a monthly basis, by the fifteenth (15th) Business Day of the month following the month for which the invoice covers. The Contractor shall not submit any invoice for a month prior to the last day of that month.

88.1.1.   Deliverable: Monthly Invoice

88.1.2.   Stage: All Contract Stages

88.2.   Reference #1872: The monthly operating payment invoice shall contain necessary information as agreed to between the Department and the Contractor.

88.2.1.   All information contained in Reference #1871 for the Ongoing Operations stages of the Contract.

88.2.2.   Deliverable: Monthly Invoice

88.2.3.   Stage: All Contract Stages

89. CARE MANAGEMENT

89.1.   Reference #1873: Provide the ability to accept, translate, process and respond to the X12 notification transaction named Health Care Services Review Notification and Acknowledgement (278N).

89.1.1.   Contractor Approach: interChange Connections shall support Health Care Services Review - Request for Review and Response (278N) transactions. This transaction solution shall encompass the compliance validation, enabling the solution to use the 278 transactions edit logic built into the translator component. interChange Connections shall have the capability of receiving and sending Health Care Services Review Notification and Acknowledgment (278N). Compliance edit logic built into the translator component shall be configured to support Health Care Services Review Notification and Acknowledgment (278N) as directed by the Department.

89.1.2.   Stage: Implementation Contract Stage II

90. PROVIDER MANAGEMENT, ENROLLMENT/ DISENROLLMENT

90.1.   Reference #1874: The Contractor shall be responsible for screening, enrollment, disenrollment, and management of pharmacy providers as required under the ACA Provider Screening Rule. The Contractor shall be responsible for sending Provider Enrollment files from the Colorado interChange to the PBMS contractor.

90.1.1.   Contractor Approach: The Contractor acknowledges responsibilities for managing enrollment and disenrollment of pharmacy providers including the required screening under ACA Provider Screening Rule and ongoing Maintenance of the provider information within the Colorado interChange. The Contractor shall develop business rules and procedures specific to the pharmacy provider type to make sure the Contractor manage this business function consistent with Department policy.

90.1.1.1.   The Contractor shall develop an interface to transfer pharmacy related provider data to the PBMS contractor. This data shall include new enrollments, updates, terminations, and disenrollments. The Contractor shall define and develop this interface based on input and direction from the Department.

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90.1.2.   Stage: Provider Enrollment – Implementation Contract Stage I; Interface completed – Implementation Contract Stage II

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EXHIBIT D, PROJECT PHASE DOCUMENT

These Project Phases apply to Implementation Contract Stage I, Implementation Contract Stage II, and Implementation Contract Stage III. The items listed in each row may occur concurrently throughout the applicable Project Phase, or may cross into other Project Phases. The bulleted items indicate that there are multiple items in that category, and are not aligned in any specific order across the row.

Colorado interChange Project Phases:

The following tables apply to the Colorado interChange Project Phases. As opposed to the Fiscal Agent Operations Project tables at the end, these tables reflect the responsibilities of the Contractor and the Department in developing, Configuring, testing, and federal certification of the Colorado interChange.

Initiation and Planning Phase: The Initiation and Planning Phase includes the Department's and Contractor's initial project planning and set up activities. This includes activities to promote project planning, bi-directional knowledge transfer, improving the Contractor's understanding of the Colorado Medical Assistance Program via familiarization activities, communication, and team-building activities to develop a collaborative working relationship between the Department and Contractor. The Contractor shall work with the Department to establish key project planning documents and Deliverables, including the, Work Breakdown Schedule, Risk Management Plan, Communication Management Plan, and Resource Management Plan as detailed in Exhibit C, Requirements. The duration of this Project Phase will depend on the complexity of the Contract Stage to which it applies.
Entrance Criteria: - The Effective date of the Contract   - State and federal authorities have approved the Contract.
Exit Criteria: - Completion of the Project Kick-Off Meeting.   - Department approval of all Initiation and Planning Deliverables.

#	Contractor Responsibilities	Department Responsibilities
1.	Conduct a Project Kick-Off Meeting with key stakeholders and the Department project team that meets, at minimum, the following objectives: • Introduce project team and stakeholders. Review the project mission and guiding principles. • Determine the format and protocol for ongoing project status meetings. • Review the project Deliverable schedule and review process. • Identify project risks and mitigation process. • Communicate the issue identification and risk process.	• Participate in the Project Kick-Off Meeting. • Provide the necessary education and documentation to appropriate Contractor staff to ensure Contractor is adequately trained on applicable Department policies and procedures.
2.	Establish a Project Management Plan.	Collaborate with the Contractor in order to review and approve the Project Management Plan.
3.	Establish a Project Control and Issue Reporting System.	Collaborate with the Contractor in order to review and approve the Project Control and Issue Reporting System.
4.	Collaborate with the Department to finalize a Detailed Work Breakdown Structure and Schedule.	Collaborate with the Contractor in order to review and approve a baseline of the Detailed Work Breakdown Schedule.
5.	Establish an Electronic Document Repository.	Collaborate with the Contractor to obtain access to the Electronic Document Repository.
6.	Collaborate with the Department to finalize and document the entrance and exit criteria for each Project Phase, as well as the Department's process for validating that entrance and exit criteria were met.	Work with the Contractor to establish and document entrance and exit criteria for each Project Phase.

#	Contractor Responsibilities	Department Responsibilities
7.	Develop a Risk Management Plan.	Collaborate with the Contractor in order to review and approve the Risk Management Plan.
8.	Develop a Quality Assurance Control/Quality Management Plan.	Collaborate with the Contractor in order to review and approve the Quality Assurance Control/Quality Management Plan.
9.	Develop and submit the Resource Management Plan.	Collaborate with the Contractor in order to review and approve the Resource Management Plan.
10.	Develop and submit the Change Management Plan.	Collaborate with the Contractor in order to review and approve the Change Management Plan.
11.	Develop and submit the Business Plan.	Collaborate with the Contractor in order to review and approve the Business Plan.
12.	Develop and submit the Business Continuity and Disaster Recovery Plan.	Collaborate with the Contractor in order to review and approve the Business Continuity and Disaster Recovery Plan.
13.	Develop and submit the Communication Management Plan that includes reporting templates, and Deliverable review and acceptance procedures.	Collaborate with the Contractor in order to review and approve the Communication Management Plan.
14.	Develop and submit a Gate Review Crosswalk.	Collaborate with the Contractor and the Colorado Governor's Office of Information Technology (OIT) in order to review and approve the Gate Review Crosswalk.
15.	Review progress and compliance with Initiation and Planning Phase entrance and exit criteria as agreed upon by the Contractor and Department.	Review progress and compliance with Initiation and Planning Phase entrance and exit criteria.

#	Contractor Responsibilities	Department Responsibilities
16.	Develop and submit all Initiation and Planning Phase Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Initiation and Planning Phase Deliverables and provide the Contractor with necessary access to documentation to complete the Initiation and Planning Phase Deliverables.

Discovery and Requirements Validation/Requirements Elicitation Phase: In this Project Phase, the Contractor shall work with Department personnel to validate and further define the Colorado interChange architecture and requirements, and reconcile them against Contractor-proposed solutions. The primary Deliverables produced during this Project Phase are the Requirements Specification Document (RSD) and a Requirements Traceability Matrix (RTM), as detailed in Exhibit C, Requirements, to ensure requirements are adequately tracked and managed.

Entrance Criteria:
- The Department's approval of future-state business processes, as referenced in the State Self-Assessment (SSA), the Department's Use Case Report (referenced in the SSA), and the Recommendations Report resulting from the completion of the Business Process Re-Engineering Stage.

Exit Criteria:
- Completion of all agreed upon Requirement Review and Validation Sessions, which includes Department approval of all session results.
- Department approval of the RSD and RTM.

#	Contractor Responsibilities	Department Responsibilities
17.	Utilize Requirements Review and Validation Sessions to gain an understanding of user sophistication, which should be applied to the development of training programs and user documentation.	• Provide appropriate staff to attend Requirement Review and Validation Sessions. • Work with the Contractor to establish schedule and location for Requirement Review and Validation Sessions.
18.	Develop and submit a Requirements Definition and Validation Plan.	Collaborate with the Contractor in order to review and approve the Requirements Definition and Validation Plan.

#	Contractor Responsibilities	Department Responsibilities
19.	Prepare and submit the Requirement Review and Validation Session meeting notes. Include decisions, justification for changes, outstanding issues requiring follow-up, and impacts to future sessions and session participants.	• Review and approve the Requirement Review and Validation Session meeting notes. • Forward the meeting notes to the appropriate staff.
20.	Use project control tools to formally track session results and allow the Contractor/Department to manage the requirements decisions by module or functional area. The tools should also provide the ability to manage requirements not yet completed, as well as decisions from completed requirement review and validation sessions.	• Review and respond to all requirement change documents, using the agreed-upon project Change Management Process. • Track policy-related changes and training impacts identified during the Requirement Review and Validation Sessions.
21.	Develop and submit to the Department a draft Requirements Specifications Document (RSD) for Contractor-proposed Colorado interChange components, modules and functional areas.	• Collaborate with the Contractor in order to review and approve the Detailed Requirements Specification Template. • Collaborate with the Contractor in order to review and provide feedback on the draft RSD.
22.	Compile the final RSD.	Collaborate with the Contractor in order to review and approve the final RSD.
23.	Develop and maintain a Business Rules Traceability Matrix.	Collaborate with the Contractor in order to review and approve the Business RTM.
24.	Develop and maintain a RTM.	Collaborate with the Contractor in order to review and approve the RTM.

#	Contractor Responsibilities	Department Responsibilities
25.	Review proposed business rules with the Department and conduct a gap analysis to compare the proposed business rules against the Department's existing business rules to identify additional business rules required for the Colorado interChange.	
26.	Design and document initial detailed Test Cases for UAT.	• Review and approve all Test Cases prior to testing and reserve the right to request that additional Test Cases be developed and tested.
27.	Review progress and compliance with the Discovery and Requirements Validation/Requirements Elicitation Phase entrance and exit criterion as agreed upon by the Contractor and Department.	Review progress and compliance with Discovery and Requirements Validation/Requirements Elicitation Phase entrance and exit criteria.
28.	Develop and submit the Discovery and Requirements Validation/Requirements Elicitation Phase Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Discovery and Requirements Validation/Requirements Elicitation Phase Deliverables and provide the Contractor with necessary access to documentation to complete the Discovery and Requirements Validation/Requirements Elicitation Phase Deliverables.

	Design and Definition Phase: This Project Phase includes the development and validation of design Specifications or product documentation for Colorado interChange screens, reports, data, interfaces, and business rules that conform to requirements that were validated during the Discovery and Requirements Validation/Requirements Elicitation Phase.

Entrance Criteria:
- Department approval of business process improvements of the business process maps, which result from the RSD, the Business RTM, and the outputs of the Business Process Re-Engineering Stage - the Recommendations Report and the Action Plan.
- Department approval of the RSD and RTM.

Exit Criteria:
- Completion of all agreed upon Detailed System Design Sessions, which includes Department acceptance of all session results.
- Department approval of the Design Specification Document (DSD) for non-COTS components and Requirements Traceability Matrix.

#	Contractor Responsibilities	Department Responsibilities
29.	Develop and submit a Detailed System Design Plan for non-COTS components.	• Provide the Contractor with the necessary information and clarification regarding existing interfaces and Colorado interChange processes, as well as Department business rules, policies, regulations, and procedures. • Collaborate with the Contractor in order to review and approve the Detailed System Design Plan.
30.	Develop and submit a Detailed System Design Session schedule for review by the Department.	Work with the Contractor to establish schedule and location for Detailed System Design Sessions.
31.	Develop and distribute session agendas prior to each session.	Review and approve the Detailed System Design Session Agendas prior to each session.
32.	Conduct Detailed System Design Sessions to validate requirements with authorized users and other stakeholders.	Provide appropriate staff to attend Detailed System Design Sessions.

#	Contractor Responsibilities	Department Responsibilities
33.	Develop and submit a Physical System Security Plan.	Review and approve the Physical System Security Plan.
34.	Develop and submit an Environment Architecture and Implementation Plan.	Review and approve the Environment Architecture and Implementation Plan.
35.	Perform prototyping when appropriate to enable Department staff to review and approve windows, screens, reports or other layouts designs. Including an Online Application Template and Reporting Templates	Review and approve prototypes and templates.
36.	Demonstrate Colorado interChange component/module functionality through models and prototypes as appropriate.	• Provide staff to attend Colorado interChange component/module walkthroughs as necessary. • Review and approve application design mock-ups. • Review and approve the Environment Architecture and Implementation Plan. • Review and approve any Colorado interChange-generated reports. • Review and approve Templates of any Standard d Reports.
37.	Provide qualified data modelers and conduct any modeling sessions needed for data model modification.	
38.	Prepare and submit the Detailed System Design Session meeting notes.	Review and approve the Detailed System Design Session meeting notes.

#	Contractor Responsibilities	Department Responsibilities
39.	Use project control tools to formally track session results and allow the Contractor/Department to manage the design decisions by module or functional area. The tool should also provide visibility to outstanding decisions, as well as decisions resulting from completed Detailed System Design Sessions.	• Track policy-related changes and training impacts identified during the detailed design and definition sessions. • Review and respond to all Detailed System Design requirements change documents, using the agreed-upon project Change Management Process.
40.	Submit a draft Design Specification Document (DSD) that incorporates comments submitted by the Department.	Collaborate with the Contractor in order to review and approve the draft DSD.
41.	Conduct technical reviews of the DSD Deliverable with the Department to verify the design and resolve design issues or questions.	
42.	Develop a final DSD based on the facilitated design sessions.	• Collaborate with the Contractor in order to review and approve the final DSD. • Collaborate with the Contractor in order to review and approve the Systems Documentation Template.
43.	Update and maintain the RTM with results from Detailed System Design Sessions.	Review and approve the updated RTM.
44.	Review progress and compliance with Design and Definition Phase entrance and exit criteria as agreed upon by the Contractor and Department.	Review progress and compliance with Design and Definition Phase entrance and exit criteria.
45.	Develop and submit the Design and Definition Phase Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Design and Definition Phase Deliverables and provide the Contractor with necessary access to documentation to complete the Design and Definition Phase Deliverables.

Development Phase: The Contractor shall develop the Colorado interChange in this Project Phase. The Contractor shall utilize development tools and established methodologies for maintaining control of the process and ensuring that the Colorado interChange components and architecture conforms to the requirements and documented in the prior Project Phases. The Development Phase shall include unit testing to verify that each basic component of the Colorado interChange is developed correctly in accordance with the design Specifications.

Entrance Criteria:
- Completion of all agreed upon Detailed System Design Sessions, which includes Department approval of all session results.
- Department approval of the Design Specification Document and updated Requirements Traceability Matrix.

Exit Criteria:
- Facilitation of functionality walkthroughs with the Department.
- Department approval of all Unit Test Checklists.
- Department approval of each Colorado interChange module/functional component.

#	Contractor Responsibilities	Department Responsibilities
46.	Ensure that the Change Management Plan contains a Configuration Management component to identify the tools to be used to manage changes to the Colorado interChange components and modules.	Review, provide feedback, and approve the Configuration Management component of the Change Management Plan.
47.	Submit Change Management artifacts (Change Requests) as necessary.	Review, provide feedback, and approve Change Requests as necessary.
48.	Develop the Colorado interChange per approved design Specifications.	
49.	Develop and submit to the Department a Unit Test Checklist Template and Unit Test Plan.	• Review and approve the Unit Test Checklist Template. • Review and approve the Unit Test Plan.

#	Contractor Responsibilities	Department Responsibilities
50.	Conduct unit testing and submit results via Unit Test Checklists.	Review and approve the Unit Test Results.
51.	Provide weekly updates and performance metrics on unit testing and development progress to the Department as part of the weekly status reports defined Exhibit C, Requirements.	• Review and approve the Technical and Functional Documentation. • Participate in weekly updates and review performance metrics on unit testing and development progress.
52.	Develop Colorado interChange and user documentation as required.	Review and approve Contractor documentation that all Colorado interChange functions according to Department Specifications.
53.	Conduct development walkthroughs for non-COTS components as appropriate to demonstrate to the Department that all Colorado interChange functions have been completely and accurately developed and unit-tested and record Problems using the Project Control and Issue Reporting System described above.	Attend code walkthroughs as necessary.
54.	Review progress and compliance with Development Phase entrance and exit criteria as agreed upon by the Contractor and Department.	Review progress and compliance with Development Phase entrance and exit criteria.
55.	Develop and submit the Development Phase Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review the Development Phase Deliverables and provide the Contractor with access to documentation necessary to complete the Development Phase Deliverables.

Data Conversion Phase: The Contractor shall work with Department staff to convert data contained in source/Legacy Systems to the Colorado interChange according to the agreed upon Data Conversion Plan described Exhibit C, Requirements. The Contractor shall plan, test, and manage the data conversion process. The Department will provide the Contractor with the appropriate access to external systems and Department staff necessary to fully execute the Data Conversion Plan.

Entrance Criteria:
- The entrance criterion for the Data Conversion activities is to define and document the source/Legacy Systems and obtain Department approval.

Exit Criteria:
- The exit criterion for the Data Conversion activities is the Department's approval of migrated data from source/Legacy Systems into the Colorado interChange.

#	Contractor Responsibilities	Department Responsibilities
56.	Develop and submit a phased Data Conversion Plan that provides detailed requirements	- Provide and coordinate the appropriate Department source/Legacy System resources during the Data Conversion Phase. - Verify that the legacy MMIS and associated documentation, tools are received from source/Legacy Systems and transferred to the Contractor, as available. - Act as liaison between the current Department systems resources and Contractor during the Data Conversion Phase. - Provide listing of system job cycles in use in source/Legacy Systems, as available, at time of transfer and installation. - Review and approve the Data Conversion Plan.

#	Contractor Responsibilities	Department Responsibilities
57.	Ensure that third party data acquisition requirements, including any additional costs and related agreements, are accounted for and included within the Data Conversion Plan. The Department will not be liable for any delays or fees incurred in data acquisition tasks.	
58.	Complete the discovery and evaluation tasks.	
59.	Acquire the hardware and software needed for a successful data conversion.	
60.	Implement a fully functioning data migration environment to be used by both the Contractor and Department for current and ongoing migration needs.	Collaborate with the Contractor in order to review and approve the migration environment.
61.	Coordinate with the Department to assign qualified access rights and resolve Problems Encountered during the conversion.	Coordinate with the Contractor to assign qualified access rights and resolve Problems Encountered in the conversion.
62.	Ensure that the hardware, software, protocols, processes, and communications are appropriately established, documented, and repeatable by authorized Department staff.	
63.	Revise Colorado interChange and user documentation as required.	Review and approve Contractor documentation that all Colorado interChange required data is transferred and functions according to Colorado Specifications.
64.	Implement code modifications to the Colorado interChange as necessary for accurate operation of the Colorado interChange, including any future data conversion needs.	

#	Contractor Responsibilities	Department Responsibilities
65.	Perform a system test to compare all transferred programs, files, utilities, etc., to determine that the migration was successful.	Review and approve the Data Conversion Test Results.
66.	Assist the Department with issue identification and resolve program errors and rerun unit tests as necessary.	Identify issue(s) and assist the Contractor in resolving program errors.
67.	Incorporate data conversion progress in written status reports throughout the Data Conversion Phase.	Review and approve Colorado interChange modifications or miscellaneous documentation made by the Contractor during the Data Conversion Phase.
68.	Work with other Department contractor(s) and the Department to establish and ensure appropriate Colorado interChange and business interfaces as deemed necessary by the Department and/or federal requirements to successfully meet the responsibilities identified for this Project Phase.	Assist the Contractor in identifying the appropriate Colorado interChange and business interfaces.
69.	Review progress and compliance with Data Conversion Phase entrance and exit criteria as agreed upon by the Contractor and Department.	Review progress and compliance with Data Conversion Phase entrance and exit criteria.
70.	Develop and submit all Data Conversion Phase Deliverables as detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Data Conversion Phase Deliverables and provide the Contractor with necessary access to documentation to complete the Data Conversion Phase Deliverables.

Testing Phase: The Contractor shall test the replacement of Colorado interChange software and hardware for compliance with defined requirements. The Contractor shall ensure that all testing activities, as described in this Exhibit, are executed and that each Colorado interChange component meets or exceeds all of the functional, technical, security, and performance requirements prior to implementing the Colorado interChange. The Department requires formal User Acceptance Testing (UAT). Department testers will be responsible for conducting UAT and signing off on the Colorado interChange functionality prior to it being released into production. Parallel testing activities in this Project Phase specifically relate to Colorado interChange functionality, and will be independent of parallel testing activities that will occur within the Fiscal Agent Operations scope. Those activities apply specifically to Operations. The Contractor may also propose additional tests that may maximize performance and/or operational readiness. All testing will be deemed complete only when written Department approval is obtained.

Entrance Criteria:
- The entrance criterion for the Testing activities is the identification, documentation, and Department approval of Defect/issue severity definitions.

Exit Criteria:
- The exit criterion for the Testing activities is completion of all Test Cases for each testing sub-phase, documented and approved by the Department.

#	Contractor Responsibilities	Department Responsibilities
71.	Develop a Colorado interChange Test Plan that describes its approach and commitment to all testing sub-phases required for a system of this magnitude.	• Collaborate with the Contractor to review and approve the Colorado interChange Test Plan. • Collaborate with the Contractor to review and approve the System Test Template.
72.	Develop a Parallel Test Plan for testing the Contractor's implementation against the Legacy System.	Collaborate with the Contractor to review and approve the Parallel Test Plan.

#	Contractor Responsibilities	Department Responsibilities
73.	Provide all tools used to facilitate the testing process, including performance testing. The Department will not procure testing tools for this project and any testing tools proposed shall be provided by the Contractor and licensed by the Contractor for use by its staff and the applicable Department staff for the project at the testing site.	• Coordinate with Contractor the successful set-up of all required environments. • Act as liaison between the current Department system resources and Contractor during the Testing Phase. • Arrange for the transfer of any relevant Department software and files to the new Contractor, as available and as needed.
74.	Provide any required training on the proposed testing tools to all Department staff that will be required to use these tools.	• Identify and provide the appropriate staff to participate in any required training. • Collaborate with the Contractor to schedule training.
75.	Revise, implement, and document detailed Test Cases for each sub-phase of testing identified above.	• Approve all Test Cases prior to testing and reserve the right to request that additional Test Cases be developed and tested. • Provide necessary Department resources to participate in UAT.
76.	Provide the Department with testing progress, as part of the weekly status reports including, at minimum: • The number of issues identified. • Type. • Severity. • Mitigation strategy. • Projected resolution date.	• Review and approve Contractor documentation that all Colorado interChange required data is transferred and functions according to Colorado Specifications. • Act as mediator to resolve any Colorado interChange installation Problems. • Review and approve Colorado interChange modifications or miscellaneous documentation made by the Contractor during the Testing Phase.
77.	Finalize the severity definitions and determination process for with the Department. The Department shall maintain final authority on all severity assignments.	Approve the severity definitions and determination process for Defects.

#	Contractor Responsibilities	Department Responsibilities
78.	Ensure all testing, issue resolution, and code promotion activities maintain zero impact to Department day-to-day operations.	Inform the Contractor of any day-to-day operations issues.
79.	Work with other Department contractor(s) and the Department to establish and ensure appropriate Colorado interChange and business interfaces as deemed necessary by the Department to successfully meet the responsibilities identified for this Project Phase.	Coordinate the appropriate Department system resources during the installation of any telecommunications links to the Department's network, if needed.
80.	Submit all Test Results for each test sub-phase to the Department.	• Review and approve Performance/Stress Testing Results. • Review and approve Final System Test Results. • Review and approve Penetration Test Results. • Review and approve Parallel Test Results.
81.	Perform regression testing for all Defects identified as directed by the Department.	• Assist the Contractor with regression testing and identify Defects. • Review Regression Testing Results.
82.	Review progress and compliance with Testing Phase entrance and exit criteria as agreed upon by the Contractor and Department.	Review progress and compliance with Testing Phase entrance and exit criteria.
83.	Develop and submit all Testing Phase Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Testing Phase Deliverables and provide the Contractor with necessary access to documentation to complete the Testing Phase Deliverables.

Organizational Readiness and Training Phase: The Contractor shall train Department staff in Colorado interChange functionality and business processes required for successful implementation. Authorized users shall be proficient in using the Colorado interChange in order to ensure effective and efficient business operations.

Entrance Criteria:
- Completion of UAT.
- Establishment of the training environment.

Exit Criteria:
- The exit criterion for the Training activities is completion of all scheduled Department training sessions.

#	Contractor Responsibilities	Department Responsibilities
84.	Within the Resource Management Plan submitted for Department approval, include a Training Plan that meets the requirements in Exhibit C, Requirements.	Provide feedback on the proposed Training Plan section of the Resource Management Plan, approach, and training materials prior to training sessions occurring or materials being released.
85.	Maintain and update the training environment with training data to use during training.	Review and approve the training environment and training content.
86.	Provide regular refresher training sessions for Colorado interChange authorized users to disseminate updated or new functionality or business processes related to the Colorado interChange throughout the Contract term, extending as agreed upon.	Provide any necessary feedback on training sessions.
87.	Review progress and compliance with Organizational Readiness and Training Phase entrance and exit criteria as agreed upon by the Contractor and Department.	Review progress and compliance with Organizational Readiness and Training Phase entrance and exit criteria.

#	Contractor Responsibilities	Department Responsibilities
88.	Develop and submit all Organizational Readiness and Training Phase Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Organizational Readiness and Training Phase Deliverables and provide the Contractor with necessary access to documentation to complete the Organizational Readiness and Training Deliverables.

Implementation and Rollout Phase: The Contractor shall deploy the Colorado interChange in compliance with the agreed upon implementation approach. The Contractor shall manage the end-to-end implementation and establish a clear plan, project guidelines, implementation approach, and governance structure. The Contractor shall also help develop and manage the rollout plan, which shall include detailed planning and roadmaps for all releases. This includes the development of release management processes for Technology Stacks, databases, and infrastructure. This Project Phase will be considered complete when the Department approves the Colorado **interChange as operational based on predefined approval criteria.**

Entrance Criteria:
- The entrance criterion for Implementation and Rollout Phase activities is the completion of all scheduled Department training sessions.

Exit Criteria:
- Completion and Department approval of the Operational Readiness Walkthrough.
- Department approval of the Colorado interChange as operational.

#	Contractor Responsibilities	Department Responsibilities
89.	Develop an Implementation Strategy in conjunction with the Department system approval procedures.	• Work with the Contractor to determine the Implementation Strategy and schedule. • Collaborate with the Contractor in order to review and approve an Implementation Strategy.
90.	Conduct an Operational Readiness Walkthrough with the Department prior to the initial Colorado interChange Implementation and Rollout Phase.	Participate in Operational Readiness Walkthroughs and provide formal approval of each Walkthrough once approved by the Department.
91.	Develop a "Go-Live" Support Plan that documents the onsite and offsite user support provided by the Contractor and Department during the initial Colorado interChange implementation.	Collaborate with the Contractor to review and approve the "Go-Live" Support Plan.

#	Contractor Responsibilities	Department Responsibilities
92.	Develop an Implementation and Rollout Plan that details planning and roadmaps for managing all Colorado interChange releases (if applicable).	Collaborate with the Contractor in order to review and approve the Implementation and Rollout Plan.
93.	Develop a Post-Implementation Operational Monitoring Plan, including methods and schedules for the Department and the Contractor to conduct post-implementation monitoring of Colorado interChange operations related to performance expectations as described in the Exhibit C, Requirements.	Collaborate with the Contractor in order to review and approve the Post-Implementation Operational Monitoring Plan.
94.	Monitor the initial operation of the Colorado interChange to ensure that there are no immediate or ongoing adverse effects on the Department programs according to the performance expectations as described in the Exhibit C, Requirements.	Identify any issues for the Contractor.
95.	Update Colorado interChange documentation and operating procedures with lessons learned from the Implementation and Rollout Phase.	Review and approve the updated Colorado interChange and Operational Documentation.
96.	Report on post-implementation issues and success for the Colorado interChange.	Review report and provide any necessary feedback on post-implementation issues.
97.	Identify and report any implementation issues to Department using the criteria.	Review report and provide any necessary feedback on any implementation issues.
98.	Obtain formal Department approval for the implementation of the Colorado interChange.	Provide formal approval of the implementation of the Colorado interChange once approved by the Department.
99.	Prepare a Post-Implementation Evaluation Report.	Collaborate with the Contractor in order to review and approve the Post-Implementation Evaluation Report.

#	Contractor Responsibilities	Department Responsibilities
100.	Review progress and compliance with Implementation and Rollout Phase entrance and exit criterion as agreed upon by the Contractor and Department.	Review progress and compliance with Implementation and Rollout Phase entrance and exit criteria.
101.	Develop and submit all Implementation and Rollout Phase Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Implementation and Rollout Phase Deliverables and provide the Contractor with necessary access to documentation to complete Implementation and Rollout Phase Deliverables.
102.	Prepare annual Business Continuity and Disaster Recovery plan updates and/or testing results.	Collaborate with the Contractor in order to review and approve the Business Continuity and Disaster Recovery plan updates and/or testing results.

Operations and Maintenance Phase: The Contractor shall conduct all activities applicable to the Operations and Maintenance Phase for the minimum base Contract. This Project Phase shall constitute a warranty period, effective on the first day of Operations, which covers the agreed upon functionality. The Contractor shall correct, at its expense, any Defects that limit use (as agreed upon) under the warranty.

Entrance Criteria:
- The entrance criterion for the System Operations and Maintenance Phase activities is Departmental approval of the Colorado interChange as operational.

Exit Criteria:
- Department has notified the Contractor that the Contract will be terminated (e.g., all optional contract extensions are exhausted or the Department chooses not to exercise an option to renew).

#	Contractor Responsibilities	Department Responsibilities
103.	Prepare an annual Business Plan for Department approval.	Collaborate with the Contractor in order to review and approve the Business Plan.
104.	Develop a System Operational Procedures Manual.	Collaborate with the Contractor in order to review and approve the System Operational Procedures Manual.
105.	Perform operations and Maintenance throughout the life of the Contract at no additional cost to the Department, and develop and make available electronically a System Operations and Maintenance Plan.	Collaborate with the Contractor in order to review and approve the System Operations and Maintenance Plan and provide guidance where appropriate.

#	Contractor Responsibilities	Department Responsibilities
106.	Provide live help desk support through a toll-free number for Department and authorized users. Authorized users shall be allowed to leave a voicemail if the help desk agent is busy. The help desk shall be primarily responsible for the following activities: a. Performing initial investigation, impact assessment, and prioritization on all requests. b. Handling routine requests such as user ID, password, and security profile issues. c. Forwarding non-system related issues to the appropriate Department or Contractor staff. d. Escalating issues as defined in the Operations and Maintenance Plan. e. Capturing and tracking helpdesk requests (i.e., tickets) and reporting resolutions back to the end-user.	
107.	Prioritize and resolve issues coming into the Help Desk using mutually agreed upon Severity definitions. The Department reserves the right to determine and assign levels of severity for the issue/support Problems. The severity of the issue/support Problem shall determine the Problem resolution response time.	Review regular operations reports and assist the Contractor in assigning severity levels to reported issues.
108.	Provide an after-hours support service, as defined in the System Operations and Maintenance Plan.	
109.	Continuously monitor for issues/Defects and correct Defects identified by the Department and/or Contractor.	Inform the Contractor of all issues/Defects.

#	Contractor Responsibilities	Department Responsibilities
110.	Offer recommendations to the Department on any improvements or efficiencies related to Colorado interChange.	Review recommendations from the Contractor and provide guidance.
111.	Participate and provide data and support to the Department and any QA/IV&V Contractors.	
112.	Publish a System Software Version Release Schedule and provide updates to the Department as requested.	Review System Software Version Release Schedule.
113.	Utilize the approved Project Control and Issue Tracking Tool, to collect and track reported issues and resolutions. The tool shall capture, at minimum, all applicable information about the issue and caller, including date of contact, name of individual making contact, organization/department name/work unit (if applicable), phone number and email address, description of problem/complaint, description of any follow up investigation/resolution plans, including the date and time of return calls, and any problem report numbers assigned or related to contact. The Contractor shall provide appropriate Department personnel with access to the tool.	Review, approve, and provide feedback on reported issues and resolutions.
114.	Provide regular reports on issues/Defects and their resolutions, as defined in the Department-approved System Operations and Maintenance Plan.	Monitor Contractor and Colorado interChange performance for accuracy and timeliness.
115.	Provide online end user and System Administrative Documentation.	Review and approve the System Administrative Documentation.

#	Contractor Responsibilities	Department Responsibilities
116.	Ensure electronic exchange of information is secure and encrypted for the Department to report problems, questions or Colorado interChange issues while safely exchanging PHI/PII, as required.	Utilize the encrypted electronic exchange of information to report Problems, questions, or Colorado interChange issues to the Contractor.
117.	Provide a searchable library, with highly flexible search criteria to enable a user to quickly find needed information in policy manuals, training material, implementation memos, etc. and all help functions.	Review and approve the searchable library.
118.	Manage and maintain up-to-date upgrades and site licenses, as covered by Maintenance agreements, for software and operating systems, and provide training as Department defined.	
119.	Review progress and compliance with Operations and Maintenance Phase entrance and exit criterion as agreed upon by the Contractor and Department.	Review progress and compliance with Operations and Maintenance Phase entrance and exit criteria.
120.	Develop and submit all Operations and Maintenance Phase Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Operations and Maintenance Phase Deliverables and provide the Contractor with necessary access to documentation to complete the Operations and Maintenance Phase Deliverables.

CMS Certification Phase: This Project Phase includes the Contractor's support of the CMS certification process, which includes preparing for and demonstrating that CMS certification standards are met. The Contractor shall ensure that the Colorado interChange will meet federal certification approval for the maximum allowable Federal Financial Participation (FFP).		
Entrance Criteria: • Resolution of all agreed upon Colorado interChange issues/fixes identified by the Department in its comprehensive evaluation of the Colorado interChange.		
Exit Criteria: • The exit criterion for the CMS Certification activities is the Department receives CMS certification of the Colorado interChange.		

#	Contractor Responsibilities	Department Responsibilities
121.	Participate in CMS certification activities, as directed by the Department.	• Communicate certification process and schedule, including support required by the Contractor. • Act as the liaison between CMS and the Contractor.
122.	Coordinate with the Department to develop CMS Certification Checklist documentation.	Communicate CMS Certification requirements required for the CMS Certification Checklist.
123.	Assist the Department in preparing certification documents and reports, as directed by the Department.	
124.	Provide necessary resources to the Department to support the CMS Certification, as defined by the Department.	
125.	Review progress and compliance with CMS Certification Phase entrance and exit criterion as agreed upon by the Contractor and Department.	Review progress and compliance with CMS Certification Phase entrance and exit criteria.

#	Contractor Responsibilities	Department Responsibilities
126.	Develop and submit the CMS Certification Phase Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all CMS Certification Phase Deliverables and provide the Contractor with necessary access to documentation to complete the CMS Certification Phase Deliverables.

Enhancements Phase: The Contractor shall work with the Department to identify, prioritize, plan, define, develop, test, and implement changes or Enhancements to the base release. The Department and Contractor will agree to Enhancements through the Change Management Process. Enhancements are defined as changes to the Colorado interChange functionality outside of the contracted scope, and shall require a change order, as defined in the Change Management Plan in Exhibit C, Requirements.

Entrance Criteria:
- The entrance criterion for the Enhancements Phase activities is the Department receives CMS certification of the Colorado interChange.

Exit Criteria:
- The exit criterion for the Enhancements activities is the Department approval of the Enhancements activities.

#	Contractor Responsibilities	Department Responsibilities
127.	Collaborate with the Department to identify and prioritize its Colorado interChange requirements that are not included in the base Colorado interChange and are outside of the contracted scope, following the Change Management Process.	• Provide the appropriate staff to work with the Contractor to identify and prioritize Colorado interChange Enhancements. • Collaborate with the Contractor in order to review and approve the Enhancements Requirements Change Order.
128.	Configure the Colorado interChange per approved design Specifications to meet the Enhancement Requirements.	
129.	As necessary, conduct walkthroughs of Colorado interChange Enhancements for the Department.	Provide the appropriate staff to attend Colorado interChange Enhancement walkthroughs.
130.	Develop an Enhancements Test Plan that describes the approach to all testing necessary to implement the Enhancements.	Review and approve the Enhancements Test Plan.

#	Contractor Responsibilities	Department Responsibilities
131.	Provide all tools used to facilitate the testing process, including performance testing. The Department will not procure testing tools for this project and any testing tools proposed shall be provided by the Contractor and licensed by the Contractor for use by its staff and the applicable Department staff for the project at the testing site.	
132.	Provide any required training on the proposed testing tools to all Department staff that will be required to use these tools.	Identify and schedule training for Department staff.
133.	Design, implement, and document detailed Test Cases for Enhancement testing.	• Approve all Test Cases prior to testing and reserve the right to request that additional Test Cases be developed and tested. • Provide the necessary Department resources to participate in UAT.
134.	Ensure all testing, issue resolution, and code promotion activities maintain zero impact to Department day-to-day operations. Submit all Test Results for each test sub-phase to the Department.	• Review, approve, and provide feedback on the final Enhancements Test Results. • Inform Contractor of any impact(s) to day-to-day operations.
135.	Provide the Department with testing progress, as part of the weekly status reports including, at minimum: • The number of issues identified. • Type. • Severity. • Mitigation strategy. • Projected resolution date.	• Review and approve Contractor documentation that all Colorado interChange required data is transferred and functions according to Colorado Specifications. • Act as mediator to resolve any Colorado interChange installation Problems. • Review and approve Colorado interChange modifications or miscellaneous documentation made by the Contractor during the Enhancements Phase.

#	Contractor Responsibilities	Department Responsibilities
136.	Implement Colorado interChange Enhancements.	
137.	Review progress and compliance with Enhancements Phase entrance and exit criterion as agreed upon by the Contractor and Department.	Review progress and compliance Enhancements Phase entrance and exit criteria.
138.	Develop and submit the Enhancements Phase Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Enhancements Phase Deliverables and provide the Contractor with necessary access to documentation to complete the Enhancements Phase Deliverables.

Turnover Phase: The Contractor may be required to transition operations of the Colorado interChange, at no additional cost to the Department or a new Contractor at the end of the Contract term. The primary activities in this Project Phase are focused on transition planning to ensure operational readiness for the Department and/or new Contractor. This includes both a knowledge transfer period, and actual Colorado interChange turnover to the Department and/or new Contractor. The Department shall sign-off on each defined Milestone to ensure that all Deliverables and exit criteria are fully executed based on agreed upon Contract terms.

Entrance Criteria:
- The entrance criterion for the Turnover Phase activities is a complete set of criteria for conducting turnover activities.
- The Department has given notice that it intends to enter the Turnover Phase.

Exit Criteria:
- Department approval of Turnover Phase activities.

#	Contractor Responsibilities	Department Responsibilities
139.	Designate a staff member as the Turnover Coordinator. This individual shall become a full-time Turnover Coordinator until termination of the Contract upon initiation of the Turnover Phase.	
140.	Develop a Colorado interChange Turnover Plan at no additional cost to the Department.	• Communicate turnover process and schedule, including support required by the Contractor. • Act as the liaison between legacy Contractor and the replacement Contractor. • Collaborate with the Contractor in order to review and approve the Colorado interChange Turnover Plan.

#	Contractor Responsibilities	Department Responsibilities
141.	Develop a System Requirements Statement at no extra cost that would be required by the Department or another designee to fully take over Colorado interChange, technical, and business functions outlined in the Contract(s).	• Communicate the turnover requirements required for the completion of a successful Turnover Phase. • Review and approve the System Requirements Statement.

142.	Provide Turnover Services, including, at minimum:
	  a. A copy of the operational Colorado interChange on media as determined by the Department.
	  b. Documentation, in an editable format, including, all relevant Colorado interChange manuals needed to maintain and operate the Colorado interChange.
	  c. Onsite Colorado interChange training and knowledge transfer for Department/new Contractor staff, as determined by the Department.	

143.	Provide a Lessons Learned Document that describes valuable lessons learned during the Colorado interChange project.	Review the Lessons Learned Document.
144.	Review progress and compliance with Turnover Phase entrance and exit criterion as agreed upon by the Contractor and Department.	Review progress and compliance Turnover Phase entrance and exit criteria.
145.	Develop and submit the Turnover Phase Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Turnover Phase Deliverables and provide the Contractor with necessary access to documentation to complete the Turnover Phase Deliverables.

<u>Fiscal Agent Operations:</u>

The following tables apply to the Fiscal Agent Operations. These tables reflect the responsibilities of the Contractor and the Department in operating the federally certified Colorado interChange. As opposed to the preceding tables, which described the development, Configuration, testing, and certification of the Colorado interChange, these tables describe the activities necessary for the Department to make the transition from the incumbent Contractor to the Contractor in order to fully operate and maintain the Colorado interChange.

Fiscal Agent Operations Transition Planning: The Contractor shall lead the transition planning effort on behalf of the Department. Transition planning shall begin at the start of the Testing Phase and continue through the Implementation and Rollout Phase. The Contractor shall plan and facilitate discussions among stakeholders in the transition including the Department and the incumbent Fiscal Agent to make certain that all relevant activities and Milestones are captured in the Transition Plan. The Contractor shall be responsible for development of the Transition Plan, consolidation of relevant sections of the incumbent Fiscal Agent's Turnover Plan into the Contractor's Transition Plan, and Maintenance of the consolidated Transition Plan, as detailed in Exhibit C, Requirements.
Entrance Criteria: • Department approval of the Contractor's Detailed Project Plan.   • Establishment of a location where Contractor operations and services will be performed.
Exit Criteria: • Department approval of the Contractor's Transition Plan.   • Department approval of the Contractor's Relocation Risk/Contingency Plan.

#	Contractor Responsibilities	Department Responsibilities
146.	Select and establish a Contractor operations site per the requirements in the Exhibit C, Requirements.	Approve the Contractor operations site.

#	Contractor Responsibilities	Department Responsibilities
147.	Conduct a review of the current systems and user documentation, and clarify deficiencies as necessary.	Provide the Contractor current systems and user documentation.
148.	Develop and submit a Transition Plan.	Collaborate with the Contractor in order to review and approve the Transition Plan.
149.	Develop and submit a Relocation Risk/Contingency Plan.	Collaborate with the Contractor in order to review and approve the Relocation Risk/Contingency Plan.
150.	Develop and establish the gateway to the Department's LAN to facilitate communications between the Department and the Contractor, and supply all hardware and software needed to properly establish communications.	
151.	Acquire necessary hardware and software needed for a successful transition including any current Contractor hardware and software owned by the Department.	
152.	Plan, facilitate and document Transition Planning meetings involving the Department and prior Contractor to identify and document details related to transitioning operational responsibilities, stored data/documentation, and applicable hardware/software.	• Coordinate communication, and act as liaison between the new Contractor and the incumbent. • Provide the new Contractor with all available documentation on current Contractor operations and Colorado requirements. • Provide the new Contractor with final schedules published by the current Contractor for all cycle processes. • Coordinate the transition of Department-owned property (i.e., office furniture, equipment, hardware and software) to the new Contractor, termination, or assumption of leases of Colorado interChange hardware and software.

#	Contractor Responsibilities	Department Responsibilities
153.	Review progress and compliance with Transition Planning entrance and exit criterion as agreed upon by the Contractor and Department.	Review progress and compliance Transition Planning entrance and exit criteria.
154.	Develop and submit the Transition Planning Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Transition Planning Deliverables and provide the Contractor with necessary access to documentation to complete the Transition Planning Deliverables.

Fiscal Agent Operations Parallel Testing: The Contractor shall demonstrate that the Colorado interChange are fully ready for operations. During Fiscal Agent Operations Parallel Testing, the Contractor will utilize input files from the incumbent Fiscal Agent's claims processing activities and compare the output results to determine data integrity of the Colorado interChange. The Contractor shall be responsible for running prior cycles of standardized reports from the Colorado interChange to compare to reports from the Legacy System.

Entrance Criteria:

• Department approval of the Contractor's Development and Testing.

Exit Criteria:

• Department approval of Parallel testing results.

#	Contractor Responsibilities	Department Responsibilities
155.	Establish a Parallel Test Plan that describes the Contractor's approach to conducting the parallel test.	Identify and coordinate with appropriate Department staff and the incumbent to provide testing data to cover the breadth and volume of the Colorado interChange.
156.	Develop procedures and supporting documentation for parallel testing.	Review and approve procedures and supporting documentation for parallel testing.
157.	Establish a parallel test schedule in coordination with the Department and incumbent.	Collaborate with the Contractor to review and approve the parallel test schedule.
158.	Perform parallel test of the new Contractor with input from the incumbent Contractor's operations and report test results to the Department.	Provide oversight and formal approval of the Parallel Test Results.
159.	Identify and generate test data, as needed.	Approve test data, as needed.

#	Contractor Responsibilities	Department Responsibilities
160.	Revise system and user documentation as required to fully describe the new Contractor's operations.	Review and approve revised system and user documentation.
161.	Work with other Department contractor(s) and the Department to establish and ensure appropriate Colorado interChange and business interfaces as deemed necessary by the Department to successfully meet the responsibilities identified for Parallel Testing.	Collaborate with the Contractor to establish and ensure appropriate Colorado interChange and business interfaces.
162.	Review progress and compliance with Parallel Test entrance and exit criterion as agreed upon by the Contractor and Department.	Review progress and compliance with Parallel Test entrance and exit criteria.
163.	Develop and submit the Parallel Test Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Parallel Test Deliverables and provide the Contractor with necessary access to documentation to complete the Parallel Test Deliverables.

Fiscal Agent Operations Operational Readiness: The Contractor shall perform specific implementation and operations functions to ensure operational readiness. In preparation for operations, the Contractor will perform final file conversions, recruit, and train operations staff, and conduct any necessary provider and Department staff training.

Entrance Criteria:
- Department approval of the Parallel Test.

Exit Criteria:
- Department approval of the Operational Readiness Assessment.

#	Contractor Responsibilities	Department Responsibilities
164.	Modify operating procedures to reflect changes with Contractor Fiscal Agent Operations.	Review and approve the revised Operating Procedures.
165.	Develop or revise provider manuals to reflect changes with Contractor Fiscal Agent Operations.	Review and approve the revised Provider Manuals.
166.	Submit an updated Resource Management Plan for Contractor operations.	Review and approve updated Resource Management Plan for Contractor Fiscal Agent Operations.
167.	Revise the report distribution schedule to reflect updated Department decisions on format, media, and distribution.	
168.	Coordinate and schedule Contractor training from Department to ensure that Contractor staff is adequately educated in Colorado policies and existing systems.	- Collaborate with the Contractor to finalize a training schedule for Colorado interChange user trainings. - Provide the Contractor with program, policy and existing system/tool training as appropriate. - Coordinate the necessary Department staff to conduct Contractor training sessions.

#	Contractor Responsibilities	Department Responsibilities
169.	Conduct orientation and training for Department personnel on Contractor organization, functional responsibilities, and operational procedures.	Provide staff time to attend training sessions conducted by the Contractor for Department personnel.
170.	Develop a Provider Transition Training Plan, and conduct any necessary provider training sessions.	• Approve notices to be sent to providers regarding transition issues and the process. • Collaborate with the Contractor in order to review and approve the Provider Transition Training Plan.
171.	Develop a Department Operational Readiness Training Plan and conduct training for Department staff in order to ensure preparedness for operations	Collaborate with the Contractor in order to review and approve the Department Operational Readiness Training Plan.
172.	Conduct a formal Operational Readiness Plan Walkthrough with the Department, demonstrating that all operational areas are ready.	Participate in and provide feedback regarding the formal Operational Readiness Plan Walkthrough.
173.	Prepare a final Operational Readiness Assessment Document, including results of the parallel test and an assessment of the final operational readiness of new Contractor.	Collaborate with the Contractor in order to review and approve the final Operational Readiness Assessment Document.
174.	Review progress and compliance with Operational Readiness Phase entrance and exit criterion as agreed upon by the Contractor and Department.	Review progress and compliance with Operational Readiness Phase entrance and exit criteria.
175.	Develop and submit the Operational Readiness Phase Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Operational Readiness Phase Deliverables and provide the Contractor with necessary access to documentation to complete the Operational Readiness Phase Deliverables.

Fiscal Agent Operations Implementation and Start of Operations: The Contractor shall be responsible for ensuring a successful implementation of the Colorado interChange and Fiscal Agent Operations that minimizes, to the greatest practical extent, negative impact on the Department and its authorized users.

Entrance Criteria:
- Department approval of the Operational Readiness Assessment.

Exit Criteria:
- Attestation from Contractor that Colorado interChange is operation-ready.

#	Contractor Responsibilities	Department Responsibilities
176.	Conduct any additional orientation and training for Department personnel on Contractor organization, functional responsibilities, and operational procedures.	Provide staff time to attend training sessions conducted by the Contractor for Department personnel.
177.	Conduct any necessary provider or Department training sessions.	Provide staff time to attend training sessions conducted by the Contractor for Department personnel.
178.	Make arrangements for the acceptance of all claim-related receipts and pending claims from the incumbent Contractor for completion of processing after cutover. No new claims, in electronic format or hard copy, shall be accepted by the incumbent Contactor during the final five (5) Business Days prior to the transfer date.	Work with incumbent Contractor on remaining turnover tasks.
179.	Allow for the complete resolution of all edits and adjudication of claims by the incumbent Contractor to be transferred.	

#	Contractor Responsibilities	Department Responsibilities
180.	Perform final conversion and review conversion reports to demonstrate successful conversion.	
181.	Implement all network connectivity and communications.	Coordinate the termination or assumption of leases of appropriate hardware and software, where appropriate.
182.	Provide attestation to the Department that the Colorado interChange is operation-ready.	Approve attestation from Contractor that Colorado interChange is operation-ready.
183.	Review progress and compliance with Implementation and Start of Operations entrance and exit criterion as agreed upon by the Contractor and Department.	Review progress and compliance with Implementation and Start of Operations entrance and exit criteria.
184.	Develop and submit the Implementation and Start of Operations Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Implementation and Start of Operations Deliverables and provide the Contractor with necessary access to documentation to complete the Implementation and Start of Operations Deliverables.

Fiscal Agent Operations: The Contractor shall be expected to meet the responsibilities, Milestones, Deliverables, and performance expectations included in this RFP to ensure the successful implementation of Colorado interChange with minimal disruption to clients, providers, and Department staff. The Department will work with the Contractor to establish a specific date in which the Contractor will be responsible for processing claims.

Entrance Criteria:
- Department approval of the Contractor's Operational Readiness Assessment.
- Attestation from Contractor that Colorado interChange is operation-ready.
- Department approval of provider manuals.
- Department approval of revised operations procedures.

Exit Criteria:
- Department Intent to turn over operation to the State or another Contractor.

#	Contractor Responsibilities	Department Responsibilities
185.	Perform all Operational and Maintenance functions as defined in the Exhibit C, Requirements (Contractor Operations).	• Serve as a liaison between the Contractor and other agencies and/or Federal agency representatives. Provide Quality Assurance and oversight of Colorado interChange functionality to ensure Colorado Medical Assistance Program business needs are met and to ensure operational performance. • Review and approve Modification/Change Request Forms. • Review and approve Requirements Specifications for Approved Change Requests. • Prepare and submit to the Contractor a written Change Request for Department-initiated modifications.

#	Contractor Responsibilities	Department Responsibilities
186.	Perform all operational and Maintenance functions as defined in the Exhibit C, Requirements (Contractor Operations).	- Monitor Colorado interChange modification activities. - Participate in acceptance testing of modifications in a partnership with the Contractor. - Approve implementation of a modification prior to its installation in the production Colorado interChange environment. - Initiate, or review and follow up on, operations Problem reports. - Monitor the resolution of Problems identified by the Contractor or Department staff. - Notify the Contractor of performance Problems, providing written notification of failures to meet performance requirements.

#	Contractor Responsibilities	Department Responsibilities
187.	Perform all operational and Maintenance functions as defined in the Exhibit C, Requirements (Contractor Operations).	• Monitor the Contractor's systems work and systems performance for accuracy and timeliness. • Review and approve updates to Colorado interChange documentation. • Review and approve updates to user documentation and operations procedures (if required). • Review and approve Monthly Reports on Colorado interChange Operation and Performance. • Review Updated Procedures and System Documentation, as needed. • Review and approve the Systems Operations Procedure Manual annual updates. • Determine priority of Change Requests and monitor Colorado interChange modification activities. • Assist the Contractor in conducting a detailed requirements analysis on any major changes as required.
188.	Ensure all Maintenance, upgrades, and Enhancements to the Colorado interChange are implemented by the deadlines coordinated with the Department.	Collaborate with the Contractor to implement and enforce deadlines for all Maintenance, upgrades, and Enhancements to the Colorado interChange.
189.	Provide support staff for the Call Center and Help Desk as defined in the Exhibit C, Requirements. Multi-lingual and translation services shall be supported during these time frames.	
190.	Respond to and resolve issues and requests received through the Call Center and Help Desk in accordance with the agreed upon response and resolution schedule.	

#	Contractor Responsibilities	Department Responsibilities
191.	Immediately notify appropriate Department staff of any technical issues discovered while researching Problems reported to the Help Desk that directly impact continuity of business operations.	Review technical issues discovered by the Contractor.
192.	Ensure Contractor staff remains up to date on all operation and functional aspects of the Department and Colorado interChange, including user manuals, billing manuals, resolution manuals and other reference documentation.	
193.	Provide the capability to contact the Call Center and Help Desk via email, and Web Portal generated interactive sessions.	
194.	Obtain approval from the Department of all documentation and material prior to publication and distribution.	Approve all documentation and material prior to publication and distribution.
195.	Ensure all Call Center staff are trained in billing procedures, current Colorado Medical Assistance Program policy, and telephone etiquette.	
196.	Provide for periodic training of telephone representatives. This should also include initial training for any new representatives and regular training whenever there is a change to the Colorado interChange or to Colorado Medical Assistance Program policy.	
197.	Provide a mail drop box for Provider claims delivered directly to the Contractor.	
198.	Comply with United States Postal Service standards.	

#	Contractor Responsibilities	Department Responsibilities
199.	Maintain a claims inventory and control process.	
200.	Establish inventory controls to ensure proper accounting for all mail, claims, tapes, diskettes, cash, checks, or any other deliveries.	
201.	Return to Providers those paper claims not passing basic data content edit criteria and other situations or conditions defined by the Department, and maintain a log to track returned claims.	
202.	Identify and reprocess all claims and adjustments with errors due to errors caused by individuals or Colorado interChange malfunction caused by the Contractor. These transactions shall be separately reported in claims processing statistics.	
203.	Generate and distribute all provider-related correspondence and documentation.	
204.	Performing all assigned tasks related to the enrollment of providers into the Colorado Medical Assistance Program, and maintaining the accuracy and integrity of provider related information in the Colorado interChange.	
205.	Receive, review, process and maintain all paper and electronic Provider Enrollment applications, provider agreements and other materials required for enrollment.	
206.	Maintain an electronic document file for all approved, terminated, and denied providers, which will include provider agreements, enrollment correspondence, and termination documentation.	

#	Contractor Responsibilities	Department Responsibilities
207.	Review progress and compliance with Fiscal Agent Operations entrance and exit criterion as agreed upon by the Contractor and Department.	Review progress and compliance with Fiscal Agent Operations entrance and exit criteria.
208.	Develop and submit the Fiscal Agent Operations Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Fiscal Agent Operations Deliverables and provide the Contractor with necessary access to documentation to complete Fiscal Agent Operations Deliverables.

EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS

1. BASE COMPENSATION AND PAYMENTS

1.1. Compensation

1.1.1. The Department shall pay the Contractor the following Monthly Contract Stage Payment amounts, as described in this section:

1.1.1.1. Monthly Contract Stage Payment Table:

Contract Stage	Monthly Contract Stage Payment Amount	Maximum Number of Monthly Payments	Stage Maximum Payment Amount*
BPR Contract Stage	$221,162.00	6	$1,326,972.00
Implementation Contract Stage I	$400,066.00	28	$11,201,848.00
Implementation Contract Stage II	$1,679,046.00	32	$53,729,472.00
Implementation Contract Stage III	$500,976.00	12	$6,011,712.00
Ongoing Operations and Enhancement Contract Stage – Year 1	$1,343,319.00	12	$16,119,828.00
Ongoing Operations and Enhancement Contract Stage – Year 2	$1,575,182.00	12	$18,902,184.00
Ongoing Operations and Enhancement Contract Stage – Year 3	$1,638,224.00	12	$19,658,688.00
Ongoing Operations and Enhancement Contract Stage – Year 4	$1,586,474.00	12	$19,037,688.00
Ongoing Operations and Enhancement Contract Stage – Year 5	$1,596,832.00	12	$19,161,984.00
*Does not include Quality Maintenance payment or postage.			

1.1.1.2. The Department shall make a Monthly Contract Stage Payment to the Contractor for each Contract Stage for each month during that Contract Stage. If any Stage begins on a day that is not the first day of the month, then for any such month, the department shall pay the Contractor a prorated portion of the monthly payment equal to the portion of days in the month following the beginning of the stage to the total number of days in that month. If the Department pays a prorated portion of a

month at the start of any Contract Stage, then that contract shall end on a day that is not the end of a month and the final payment for that stage shall be for the remaining monthly amount less the prorated portion already paid at the beginning.

1.1.1.2.1.   In the event that the Contractor completes all requirements for the BPR Contract Stage, Implementation Contract Stage I, Implementation Contract Stage II or Implementation Contract Stage III prior to the expected completion date of that stage as shown by the Maximum Number of Monthly Payments column in the table in this section, the Department shall continue to make Monthly Contract Stage Payments to the Contractor for that stage until the Stage Maximum Payment Amount for that stage is reached. The Department may, in its sole discretion, choose to continue making monthly payments in such a circumstance or may choose to make one or more lump-sum payments for that stage that includes amounts for multiple future Monthly Contract Stage Payments for that stage.

1.1.1.2.2.   In the event that the Contractor fails to meet all requirements for the BPR Contract Stage, Implementation Contract Stage I, Implementation Contract Stage II or Implementation Contract Stage III by the expected completion date of that stage as shown by the Maximum Number of Monthly Payments column in the table in this section, the Contractor shall continue to perform all Work related to that stage and shall complete all requirements of that stage, but the Department shall not make any additional payment to the Contractor for that stage. In no event shall the Department make any Monthly Contract Stage payment to the Contractor for a stage that exceeds the Stage Maximum Payment Amount for that stage.

1.1.1.3.   In the event that multiple Contract Stages occur simultaneously during a month, the Department shall make a Monthly Contract Stage Payment to the Contractor for each Contract Stage in effect during that month.

1.1.1.4.   All license fees paid to the Contractor are included in the Monthly Contract Stage Payment Amount described above. The following table shows the number of available licenses and the price per license for reference, but the Department shall not make any additional payment for any licenses shown in this table.

1.1.1.4.1.   License Table:

License Description	Number of Licenses	Price per License	Total Price for all Licenses
Veritas Netbackup software (5 users)	1	$26,250.00	$26,250.00
Microsoft SQL Server Enterprise Edition 2012	8	$42,727.00	$341,816.00
Windows Server 2012 DataCenter	11	$8,361.00	$91,971.00
Windows Server 2012 Standard	1	$1,570.00	$1,570.00
Microsoft SharePoint 2013 CALs	200	$187.00	$37,400.00
Microsoft SharePoint 2013 Server	1	$11,714.00	$11,714.00
Windows Remote Desktop Server CAL	10	$150.00	$1,500.00

Windows Remote Desktop Service External Connectors	4	$3,591.00	$14,364.00
VMware vSphere 5.0 Ent Plus	22	$6,986.00	$153,692.00
VMware Center 5.0 Mgmt Server	1	$10,466.00	$10,466.00
Red Hat Enterprise Linux Server	11	$31,656.00	$348,216.00
Oracle Enterprise Edition	32	$50,289.00	$1,609,248.00
Oracle RAC	32	$24,350.00	$779,200.00
Oracle Tuning	32	$5,294.00	$169,408.00
Oracle Programmer	60	$1,270.00	$76,200.00
Oracle Diagnostic Pack	32	$5,294.00	$169,408.00
Adobe Technical Communication Suite v.2.5	5	$6,506.00	$32,530.00
Altova XMLSpy Professional	1	$1,668.00	$1,668.00
Microsoft TFS 2010 / Visual Studio	100	$408.00	$40,800.00
Telerick Framework	5	$38,011.00	$190,055.00
ManageExpress AD Self Service Plus	10	$1,058.00	$10,580.00
Microsoft BizTalk Enterprise Interactive Server	20	$36,531.00	$730,620.00
K2 Blackpearl Workflow	1	$336,463.00	$336,463.00
K2 SmartForms	1	$236,005.00	$236,005.00
SAP Application Standalone Business Analytics Professional User	5	$5,717.00	$28,585.00
SAP BusinessObjects Business Intelligence Platform (user)	5	$2,647.00	$13,235.00
SAP BusinessObjects Web Intelligence (user)	5	$953.00	$4,765.00
MoveIT DMZ SFTP	1	$41,772.00	$41,772.00
MoveIT DMZ Central	1	$41,772.00	$41,772.00
MoveIT DMZ v. 7.0 API Interface Option	1	$38,963.00	$38,963.00
Pitney Bowes Spectrum Suite (Mail Support) w/ GeoCoding	1	$623,739.00	$623,739.00
Informatica PowerCenter Data Explorer Edition DMExpress	1	$1,198,023.00	$1,198,023.00
ERWIN Model Manager - 5 users	5	$20,015.00	$100,075.00
DBArtisan Workbench	5	$4,051.00	$20,255.00
Mavro Scanning Suite	1	$152,914.00	$152,914.00
CA Job Management Option Batch Job Scheduler	1	$372.00	$372.00
Tirion MEUPS	1	$1,631,039.00	$1,631,039.00
Corticon Business Rules Server - Production	4	$51,828.00	$207,312.00
Corticon Server - Non Production	9	$28,736.00	$258,624.00

Corticon Business Rules Modeling Studio Enterprise	10	$3,592.00	$35,920.00
Aspose document design tool	1	$37,808.00	$37,808.00
Edifecs Trans Mgr, SpecBuilder	3	$815,188.00	$2,445,564.00
Ingenix Easy Grouper	1	$162,169.00	$162,169.00
Google Analytics	1	$1,198.00	$1,198.00
Mail Daemon Lsoft Listserv Maestro	1	$31,249.00	$31,249.00
IBM OnDemand	1	$1,114,852.00	$1,114,852.00
OTSort	1	$735.00	$735.00
Symantec Ghost	1	$93.00	$93.00
Accord LMS (500 seats)	1	$28,618.00	$28,618.00
HP HP-UX Ansi C/C++ Compiler (per socket)	8	$47.00	$376.00
HP Server Manager	1	$127,803.00	$127,803.00
LiveHelpNow Server Software	1	$5,418.00	$5,418.00
NICE RTI Seat Licenses	29	$4,785.00	$138,765.00
LiveHelpNow Web Chat / Email	4	$7,381.00	$29,524.00

1.1.1.4.2.   Not included in the Contractor's licensing to the State are the following applications: HP Application Lifecycle Management (ALM), HP Portfolio and Project Management (PPM), and HP Extreme. These COTS packages are available separately from HP and its authorized resellers.

1.1.1.4.3.   The Contractor shall provide all licenses described in the License Table in this section 1.1.1.4.

1.1.1.4.4.   In the event that the Contractor requires additional licenses for its own staff to meet any requirement listed in this Contract, the Contractor shall provide all such licenses necessary to meet the requirements of this Contract at no additional cost to the Department. This shall not apply to additional licenses required for Department staff use or required based on incorrect information provided by the Department. This shall also not apply to additional licenses needed as a result of the addition of requirements through an amendment to this Contract, and the need for all such additional licenses resulting from requirements added through an amendment shall be negotiated as a part of that amendment.

1.1.1.5.   The Contractor shall break out payment components on its invoice as directed by the Department and to provide information necessary for the Department to get enhanced federal funding.

1.1.2.   The Department shall reimburse the Contractor for all actual postage costs expended by the Contractor during a month, up-to the Maximum Annual Pass-Through Postage Amount shown in the Maximum Pass-Through Postage Table for each SFY.

1.1.2.1.   Maximum Pass-Through Postage Table

State Fiscal Year	Maximum Annual Pass-Through Postage Amount
SFY 2016-17 (July 1 2016-June 30 2017)	$462,367.00
SFY 2017-18 (July 1 2017-June 30 2018)	$462,367.00
SFY 2018-19 (July 1 2018-June 30 2019)	$462,367.00
SFY 2019-20 (July 1 2019-June 30 2020)	$462,367.00
SFY 2020-21 (July 1 2020-June 30 2021)	$462,367.00
SFY 2021-22 (July 1, 2021-Oct 31 2021)	$154,122.33

1.1.2.2.   The Contractor shall attempt to use the least expensive postage available for each mailing necessary to comply with all requirements of this Contract related to that mailing.

1.1.2.3.   In the event that the postage costs for a year will exceed the amount shown in this section, the Contractor shall not be required to make any mailing that will result in payment of postage that exceeds the amounts shown in this section. The Department may increase this pass-through postage amount maximum through the use of an Option Letter.

1.1.2.4.   Postage fulfillment will be provided by third-party shipping agents or US Postal Service. Contractor will act in the capacity of an agent role for postage fulfillment and is not liable for non-delivery except as a result of mislabeling of material by Contractor.

1.1.2.4.1.   Contractor will be paid for its services pursuant to Exhibit E, including postage, for any non-delivery by third-parties or the US Postal Service;

1.1.2.4.2.   Contractor will be paid for any reshipments/second mailings required due to mis-delivery by third parties;

1.1.2.4.3.   Contractor will invoice postage as a separate line item on monthly invoices for regular fixed and variable fees

1.1.2.4.4.   If non-delivery was a result of mislabeling of material by Contractor, the Contractor will reship or provide second and subsequent mailings at no cost for its services or postage.

1.1.2.4.5.   Allowable postage costs will be reimbursed as an additional pass through (cost based) charge to the Department.

1.1.3.   Enhancement Projects

1.1.3.1.   Enhancement Project Rate Table

Enhancement Project Position	Base Hourly Rate
Configuration Staff	$114.63 per Hour
Customization Staff	$124.15 per Hour
Testing and Validation Staff	$88.82 per Hour
Business Analyst Staff	$114.45 per Hour
Technical Writing and System Documentation Staff	$70.54 per Hour
Project Management Staff	$137.87 per Hour

1.1.3.2.   The Department shall pay the contractor for each Enhancement project for the hours described in the Department-approved requirements for that Enhancement project.

1.1.3.3.   All Enhancement project hours shall be paid based on the rates as follows:

1.1.3.3.1.   The base hourly rates shown in the Enhancement Project Rate Table above are valid for SFY 2013-14.

1.1.3.3.2.   For each SFY after SFY 2013-14, the base hourly rate shall increase by 2.18% per SFY.

1.1.4.   Multistate Initiatives

1.1.4.1.   The Contractor shall review new interChange capabilities implemented for other states with the Department for potential inclusion in the Colorado interChange. The Contractor shall provide an estimate for implementing capabilities from other states into the Colorado interChange as requested by the Department. If required, the Department will obtain agreement from the affected state.

1.1.4.2.   If the Department decides to participate in a multi-state collaborative interChange development initiative, the Department may have to pay a fee representing its share of the common development expenses. The Contractor shall then provide an estimate for implementing the collaborative-sponsored capability into the Colorado interChange as requested by the Department.

2. QUALITY MAINTENANCE PAYMENTS & PERFORMANCE STANDARDS

2.1.1.   The Department shall pay the Contractor the following Quality Maintenance Payments (QMPs), as described in this section:

2.1.1.1.   One-Time DDI QMPs

2.1.1.1.1.   One-Time DDI QMP Table

DDI QMP Name	DDI QMP Amount
BPR Contract Stage QMP	$99,879.00
Implementation Contract Stage I QMP	$843,150.00
Implementation Contract Stage II QMP	$4,225,477.00
Implementation Contract Stage III QMP	$452,492.00
CMS Certification QMP	$2,409,000.00

2.1.1.1.2.   The Contractor may earn the amounts shown in the One-Time DDI QMP Table as follows:

2.1.1.1.2.1.   DDI QMP Release Criteria

Contract Stage	QMP Release Criteria
BPR	Department releases QMP after Department has accepted all deliverables and determined the Contractor has meet all requirements for the stage.

Contract Stage	QMP Release Criteria
Implementation Contract Stage I	Department releases QMP after Department has accepted all deliverables and determined the Contractor has meet all requirements for the stage.
Implementation Contract Stage II	Department releases QMP after Department has accepted all deliverables and determined the Contractor has meet all requirements for the stage.
CMS Certification Project Phase	Department releases QMP following receipt of official CMS certification of the Colorado interChange.
Implementation Contract Stage III	Department releases QMP after Department has accepted all deliverables and determined the Contractor has meet all requirements for the stage.

2.1.1.1.3. The Department shall pay the Contractor all One-Time DDI QMPs once those QMPs are earned by the Contractor. Once the Department has determined that the Contractor has earned a QMP, the Department will provide the Contractor with Authorization to invoice for that QMP.

2.1.1.1.4. If the Contractor believes that the Contractor is not at fault for a delay that results in the Department not making the payment of any One-Time DDI QMP, other than the CMS Certification QMP, then the Contractor may dispute the Department's decision through the Dispute Process. The Dispute Process related to the non-payment of a QMP shall not begin until at least sixty (60) Business Days have passed from when the Contractor has notified the Department in writing that the Contractor believes the delay in paying the QMP is because of circumstances beyond the Contractor's control.

2.1.1.1.4.1. The CMS Certification QMP shall only be made by the Department after the Department has officially received certification of the Colorado interChange from CMS, regardless of any delay in receiving certification. The Contractor shall not dispute the Department's decision to not pay the CMS Certification QMP prior to the Department's official receipt of CMS's certification of the System.

2.1.1.2. Quality Maintenance Payment—Ongoing Operations and Enhancements Contract Stages

2.1.1.2.1. The Contractor may earn an Ongoing Operations QMP for a month for each performance standard listed in the Ongoing Operations QMP Table shown below that the Contractor meets or exceeds during that month. If the Contractor fails to meet or exceed a performance standard listed in the Ongoing Operations QMP Table during a month, then the Contractor shall not earn an Ongoing Operations QMP for that performance standard for that month.

2.1.1.2.2.   A QMP shall be applied to all of the performance standards and requirements listed in this section. Some of these performance standards duplicate performance standards contained in Exhibit G. For each standard from Exhibit G, the Contractor shall comply with the associated requirement in Exhibit C as part of its compliance with the performance standard in this section in order to earn a QMP for that performance standard.

2.1.1.2.3.   During the first one-hundred and eighty (180) calendar days of the first year of the Ongoing Operations and Enhancement Contract Stage, the Department may make a QMP for a performance standard, even if the Contractor has not met the performance standard for that QMP, at the Department's discretion.

2.1.1.2.4.   The following table shows the QMP allocation to each of the performance standards. The Contractor shall earn the listed QMP for a performance standard for each month during any annual Ongoing Operations and Enhancement Contract Stage that the Contractor meets or exceeds that performance standard.

2.1.1.2.4.1.   The Contractor may only earn the QMP for each performance standard once during a month, and in no event shall the total of all QMPs for a month exceed the QMP total shown in the following table for the Ongoing Operations and Enhancement Contract Stage Year in which the month occurs:

2.1.1.2.4.1.1. Ongoing Operations QMP Performance Standards Table

Performance Standard	Ongoing Operations and Enhancement Contract Stage – Year 1 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 2 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 4 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 5 Monthly QMP
For turnover in Key Personnel and staff described in Exhibit A, Section 4.2, all vacancies filled in sixty (60) Business Days.	$1,487.00	$1,773.00	$1,850.00	$1,786.00	$1,799.00
No mission critical services (priority 1 as described in the Business Continuity and Disaster Recovery Plan) were interrupted during the month.	$4,872.00	$5,806.00	$6,061.00	$5,853.00	$5,890.00
All core services that are required to be maintained with limited service disruption (priority 2 as described in the Business Continuity and Disaster Recovery Plan) were recovered within eight (8) hours following the event that resulted in those services being unavailable -OR- no priority 2 services were interrupted during the month.	$4,387.00	$5,229.00	$5,458.00	$5,270.00	$5,308.00
Systems and data where service disruption will cause serious injury to government operations, staff, or citizens (priority 3 as described in the Business Continuity and Disaster Recovery Plan) were all recovered within forty-eight (48) hours following any event that results in those services being unavailable -OR- no priority 3 services were interrupted during the month.	$3,904.00	$4,653.00	$4,857.00	$4,689.00	$4,723.00
Systems and data required for moderately critical agency services and IT functions where damage to government operations, staff, and citizens would be significant but not serious (priority 4 as described in the Business Continuity and Disaster Recovery Plan) were all recovered within five (5) Business Days following any event that results in those services being unavailable -OR- no priority 4 services were interrupted during the month.	$3,421.00	$4,077.00	$4,255.00	$4,109.00	$4,138.00

Systems and data required for less critical support systems (priority 5 as described in the Business Continuity and Disaster Recovery Plan) were all recovered on timeframe as mutually agreed upon by the Department and Contractor -OR- no priority 5 services were interrupted during the month..	$3,179.00	$3,789.00	$3,955.00	$3,819.00	$3,846.00
The alternative site or sites described in the Business Continuity and Disaster Recovery Plan were fully operational within five (5) Business Days of the primary business becoming location unsafe or inoperable during the month -OR- no event occurred during the month that resulted in the need for the Contractor to move to the alternative site or sites during the month.	$3,179.00	$3,789.00	$3,955.00	$3,819.00	$3,846.00
As described in the Business Continuity and Disaster Recovery Plan, the call center was fully operational within twenty-four (24) hours of any event that caused the call center to become not operational -OR- the call center was operational at all required times during the month	$3,421.00	$4,077.00	$4,255.00	$4,109.00	$4,138.00
The Provider Call Center was Staffed from 8:00 a.m. to 5:00 p.m. Mountain Time, every Monday through Friday (on each Business Day) during the month with the exception of days the Department is closed due to weather and Department-approved and pre-scheduled training sessions.	$2,937.00	$3,501.00	$3,654.00	$3,528.00	$3,553.00
At least ninety-five percent (95%) of all calls into the Contractor's call center were answered or queued within fifteen (15) seconds during the month. The percentage shall be measured by dividing the number of calls that did meet this requirement by the total number of calls received during the month.	$1,270.00	$1,513.00	$1,580.00	$1,525.00	$1,536.00
No more than five percent (5%) of answered calls were placed on hold for more than one (1) minute during the month. The percentage shall be measured by dividing the number of calls that did not meet this requirement by the total number of calls received during the month.	$1,270.00	$1,513.00	$1,580.00	$1,525.00	$1,536.00
Ninety-five percent (95%) of all Clean Claims submitted electronically by providers were adjudicated for payment or denial within seven (7) Business Days of receipt.	$1,826.00	$2,176.00	$2,271.00	$2,193.00	$2,209.00

Ninety-nine (99%) of all Clean Claims submitted by providers that were adjudicated for payment or denial during the month were adjudicated within ninety (90) calendar days of receipt of the claim.	$2,454.00	$2,925.00	$3,053.00	$2,948.00	$2,969.00
All Non-Clean Claims, a claim that does not meet the definition of a Clean Claim, submitted by providers that were adjudicated for payment or denial during the month were adjudicated within thirty (30) calendar days of the date of correction of the condition that caused it to be unclean.	$1,826.00	$2,176.00	$2,271.00	$2,193.00	$2,209.00
All claims submitted by providers that were adjudicated for payment or denial were adjudicated within twelve (12) months of receipt by the Contractor, except for those exempt from this requirement by federal timely claims processing regulations.	$2,502.00	$2,982.00	$3,113.00	$3,006.00	$3,027.00
Ninety-five (95%) of claims/encounters claims submitted on paper by the provider were direct data entered by the Contractor without error. This shall be measured by dividing the total number of fields in error by the total number of fields reviewed.	$2,454.00	$2,925.00	$3,053.00	$2,948.00	$2,969.00
Reference #1832: The Contractor notified all enrolling providers of any missing or incomplete enrollment information within five (5) Business Days following identifying missing or incomplete enrollment information at any time throughout the enrollment, credentialing, and verification process during the month. This period shall start on the first Business Day following the day the information is identified.	$2,454.00	$2,925.00	$3,053.00	$2,948.00	$2,969.00
The Contractor finalized enrollment process within five (5) Business Days for each provider that submitted all necessary documentation. This period shall start on the first Business Day following the day on which the ATN is assigned to the application.	$2,454.00	$2,925.00	$3,053.00	$2,948.00	$2,969.00

Reference #1152: After receiving notification and requirements from the Department, Contractor respond within two (2) Business Days during the Colorado Legislative Session, or within five (5) Business Days outside of the Colorado Legislative Session, or as described in the Change Management Plan to all requests from the Department during the month - OR- the Department made no requests during the month. This time period shall begin on the first Business Day following the day the Department notifies the Contractor of the request. The response date shall be the date the official response is sent to the Department by the Contractor.	$907.00	$1,081.00	$1,129.00	$1,090.00	$1,097.00
Reference #1320: All unscheduled System downtime was reported to the Department within thirty (30) minutes of when the incident began during the month -OR- no unscheduled downtime occurred during the month.	$907.00	$1,081.00	$1,129.00	$1,090.00	$1,097.00
Reference #1446: Ninety-nine percent (99%) of providers enrolled during the month were enrolled properly. The Contractor shall select a random sample, as agreed by the Parties, of enrollment applications processed to enrolled status during a calendar month. The selected applications shall be reviewed against specified standards and criteria to determine accuracy.	$1,391.00	$1,657.00	$1,730.00	$1,670.00	$1,682.00
Reference #1620: The Contractor provided the ability to generate and distribute notification letters to providers for accounts receivables through multiple channels (e.g., paper, email, web posting) as defined by Department. The Contractor generated a follow-up letter within thirty (30) calendar days after delivery of the initial letter.	$907.00	$1,081.00	$1,129.00	$1,090.00	$1,097.00
Reference #1624: The Contractor supported at least one (1) provider payment cycle weekly for each week during the month, unless the Department directed the Contractor to not make a payment.	$3,662.00	$4,365.00	$4,556.00	$4,399.00	$4,431.00
Reference #1858: The IVR was available 24 hours a day/7 days a week during the month except for periods of scheduled downtime that was approved in advance by the Department.	$1,246.00	$1,485.00	$1,550.00	$1,496.00	$1,507.00

All hard copy claims missing required data were returned within two (2) Business Days of receipt of the claim -OR- no hard copy claims were received that were missing required data.	$907.00	$1,081.00	$1,129.00	$1,090.00	$1,097.00
All unique Internal Control Numbers to all claims, attachments, and adjustments were assigned with a date that reflects no later than one (1) Business Day after the date of receipt at the Contractor's site	$762.00	$908.00	$948.00	$916.00	$922.00
Total of all Monthly QMPs	**$59,986.00**	**$71,493.00**	**$74,627.00**	**$72,057.00**	**$72,564.00**

2.1.1.2.4.1.2.   As mutually agreed by the Parties, any performance standards or measurement method for any performance standard listed in this table may be clarified through the use of a Transmittal. The parties may not use a Transmittal to modify the amounts of any QMP or add, modify or delete any performance standard contained herein.

3. CLARIFICATIONS

3.1. Calculations to determine if a QMP was earned shall not include:

3.1.1. Any failure to meet a performance standard that was caused by an event of Force Majeure as defined in Section 20.D, Force Majeure;

3.1.2. Any failure to meet a performance standard that was caused by a planned interruption where the State has received prior notification; or

3.1.3. Any failure to meet a performance standard that could have been prevented through execution of a written proposal by the Contractor that was not implemented at the request of the State.

3.2. Where time measurement is required in a performance standard, the duration shall be measured from the time the Contractor knows or should know of the issue that caused the time measurement to be required through the time the State receives notification of resolution. The calculation of any duration shall not include:

3.2.1. Time period(s) where the Contractor does not have access to a physical State location where access is necessary for problem identification and resolution; or

3.2.2. Time period(s) where the Contractor is unable to obtain necessary information from the State.

3.3. For all calculations related to QMPs, all decimals shall be rounded to two decimal places, with five and greater rounding up and four and less rounding down, unless otherwise specified.

3.4. The QMP percentage shall only be applied to a single QMP standard during any reporting period. Performance standards shall be measured in the specified reporting period and treated as pass/fail when calculated for QMP application.

3.5. QMP standards shall not be invoked for any other instance where other liquidated damages would apply.

4. PERFORMANCE STANDARD REPORTING—QMP

4.1. Each month, the Contractor shall consolidate the review findings for the QMP-related performance standards into a single report—QMP Response Summary Report. This report will list each standard with a corresponding reference number, an indicator showing the results category and the associated total QMP amount that will be invoiced.

4.2. The following are the four results categories that will be used in the QMP Response Summary Report:

4.2.1. Met-Yes—The criteria for this standard were met for the reporting period and deemed Billable/Pass.

4.2.2. Met-No—The criteria for this standard were not met for the reporting period and deemed Not Billable/Fail.

4.2.3. N/A—This standard was not relevant for the reporting period and, therefore, was not measured and deemed Billable. No DRA event occurred during the reporting period.

4.2.4.   Waived—The Department agreed to waive the application for this standard during the reporting period because of extenuating circumstances and deemed Billable.

4.3.   The Contractor shall attach the QMP Response Summary Report to the monthly invoice as documentation to support the amount of QMP claimed.

4.3.1.   In addition to the QMP Response Summary Report, the Contractor shall provide necessary data, information or access for the Department to verify the information provided in the QMP Response Summary Report or the Contractor's invoice.

EXHIBIT F, TERMINOLOGY

1. TERMINOLOGY

1.1.   The following list is provided to assist the reader in understanding terminology, acronyms and abbreviations used throughout this Contract.

1.1.1.   ACA Provider Screening Rules – The rules implemented and published in 42 CFR Parts 405, 424, 447 et al.

1.1.2.   Affordable Care Act (ACA) – The Patient Protection and Affordable Care Act, Pub. L. No. 111-148, enacted March 23, 2010, and the Health Care and Education Reconciliation Act of 2010 enacted March 30, 2010.

1.1.3.   Accountable Care Collaborative (ACC) – The Colorado Medicaid program, established to improve clients' health care and reduce costs, that is administered by the Department through contracted regional vendors.

1.1.4.   Address Confidentiality Program (ACP) – The Colorado Address Confidentiality Program described in C.R.S. §24-30-2101.

1.1.5.   Americans With Disabilities Act (ADA) – The Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et. seq.*

1.1.6.   Adjusted Claim – A submitted Claim that has been processed with a resulting status of either paid or denied.

1.1.7.   All Patient Refined Diagnosis Related Groups (APR/DRG) – An expanded DRG that adds two sets of subclasses to each base APR/DRG.

1.1.8.   American Recovery and Reinvestment Act (ARRA) – The American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5.

1.1.9.   Authorization – The official approval for action taken for, or on behalf of, a Medicaid client. The Authorization only valid if the client is eligible on the date or dates of service for the applicable Claim.

1.1.10.   Average Length of Stay (ALOS) – The arithmetic mean length of stay experienced by a patient in the inpatient hospital setting within a chosen DRG.

1.1.11.   Benefits Utilization System (BUS) – The Department's Case Management system for Home and Community Based Long Term Care clients and Nursing Facilities. Business Analyst – An individual responsible for requirements gathering and problem definition staff for Configuration and Customization activities.

1.1.12.   Business Intelligence and Data Management (BIDM) – The contractor and system that will replace the Department's current Medicaid decision support system, Data Warehouse, and Statewide Data Analytics Contractor.

1.1.13.   Business Process Reengineering (BPR) – The activities associated with optimizing the MMIS related business processes.

1.1.14.   Capitation – A payment arrangement for health care service providers that pays the provider a set amount for each enrolled person assigned to them, per period of time, whether or not that person seeks care.

1.1.15.   Case Management (CM) – The facilitation of treatment plans to ensure the appropriate services are provided to Clients.

1.1.16.   Category of Service (COS) – Broad types of medical services for which federal reimbursement is allowed under the Medicaid Act.

1.1.17.   Centers for Medicare and Medicaid Services (CMS) – An agency of the United States Department of Health and Human Services that provides federal oversight of the Medicaid program.

1.1.18.   Change Management or Change Management Process – A process that facilitates the organized planning, development, and execution of modifications and Enhancements to the Core MMIS and Supporting Services so that changes to the System are introduced in a controlled and coordinated manner, and the possibility that unnecessary changes will be introduced to a system without proper planning is reduced.

1.1.19.   Change Request – A document detailing the addition or modification to the functionality of the MMIS.

1.1.20.   Child Health Plan *Plus (CHP+)* – Public health insurance for children and pregnant women who earn too much to qualify for Medicaid, but cannot afford private health insurance.

1.1.21.   Claim – A bill for services that is appropriate for the provider type and type of service(s), whether submitted as a paper claim or electronically, and identified by a unique claim control number. A single claim is defined as a billing comprised of a single beneficiary with the same Date of Service (or range of dates for service), submitted by a single billing provider which may include one or more service(s) or document(s).

1.1.22.   Clean Claim – A Claim that complies with the following definitions:

1.1.22.1.   A Claim that does not contain any Defect requiring the Contractor to investigate or develop prior to adjudication.

1.1.22.2.   A Claim that has no Defect, impropriety or special circumstance, including incomplete documentation that delays timely payment.

1.1.22.3.   A Claim that can be processed without obtaining additional information from the provider of the service or from a third party.

1.1.22.4.   A Clean Claim does not include a Claim from a provider who is under investigation for Fraud or abuse, or a Claim under review for medical necessity.

1.1.23.   Client – Any individual eligible for or enrolled in a public health insurance program administered by the Department such as the Colorado Medicaid program, Colorado's CHP+ program, the Colorado Indigent Care Program or other program as determined by the Department.

1.1.24. Client Healthcare Portal – The secured Web site that is used by Clients to review their Medicaid related health information.

1.1.25. Client Service Plan – A plan of service for clients under one of the HCBS waiver programs within the Colorado Medical Assistance program.

1.1.26. Code on Dental Procedures and Nomenclature (CDT) – The HIPAA standard code set to achieve uniformity, consistency and specificity in accurately reporting dental treatment and process dental claims.

1.1.27. Colorado Benefits Management System (CBMS) – The State of Colorado's single integrated system for determining eligibility and calculating benefits for the State's major welfare programs, including Medicaid.

1.1.28. Colorado Financial Reporting System (COFRS) – The financial system that maintains the official accounting records for the State of Colorado government.

1.1.28.1. As of the Effective Date, the State is working on replacing COFRS with a new financial reporting system commonly referred to as the Colorado Operations Resource Engine (CORE), which is intended to be operational as of July 1, 2014. For the purposes of this contract, all references to COFRS shall be deemed to reference CORE once the CORE system is operational.

1.1.29. Colorado Health Benefits Exchange (COHBE) – A marketplace for Coloradans to shop for and purchase health insurance based on quality and price.

1.1.30. Colorado Registry and Attestation – Colorado's State Level Registry that supports HITECH and is making available incentive payments to eligible Medicaid providers that adopt and successfully demonstrate Meaningful Use of a certified Electronic Health Records technology

1.1.31. Commercial Off-The-Shelf (COTS) – A product that is sold in substantial quantities in the commercial marketplace that does not require additional software or hardware development or Customization for general use.

1.1.32. Computer-Based Training (CBT) – A type of education in which the individual learns by executing special training programs on a computer.

1.1.33. Configurable/Configuration – Modification of System functionality, which does not require development changes to the software and can be modified by non-technical (e.g., non-programmer or developer) staff.

1.1.34. Continuity of Care Document (CCD) – A document, created as a joint effort by Health Level Seven International and the American Society for Testing and Materials, to allow physicians to send electronic medical information to other providers without loss of meaning and enabling improvement of patient care.

1.1.35. Coordination of Benefits (COB) – A provision establishing an order in which health care plans pay their claims, and permitting secondary plans to reduce their benefits so that the combined benefits of all plans do not exceed total allowable expenses.

1.1.36. Copayment – The Client's financial responsibility for a service, procedure or Prescription assigned by the Department.

1.1.37.   Core MMIS – See "Medicaid Management Information System"

1.1.38.   Current Procedural Terminology (CPT) – A code set maintained by the American Medical Association through the CPT Editorial Panel.

1.1.39.   Customer Relationship Management (CRM) – A software or system used the Contractor to organize, automate and synchronize customer service and technical support.

1.1.40.   Customization – Any modification, alteration or extension to software requiring changes to the existing source code for such software to achieve new or modified functionality and that requires dedicated technical staff (e.g., a programmer or developer).

1.1.41.   Dashboard – A subset of information delivery that includes the ability to publish formal, web-based reports with intuitive displays of information. It has an easy to read, often single page, real-time User Interface, showing a graphical presentation of the current status and historical trends of an organization's Key Performance Indicators to enable instantaneous and informed decisions to be made at a glance.

1.1.42.   Data Dictionary – A centralized repository of information about data such as meaning, valid values, relationships to other data, origin, usage and format.

1.1.43.   Data Warehouse (DW) – A database used for reporting and analysis.

1.1.44.   Date of Service (DOS) – The calendar date on which a specific medical service is performed.

1.1.45.   Defect – An error, flaw, mistake, failure or fault in a computer program or system that produces an incorrect or unexpected result that differs from an agreed-to Specification, or causes the computer program or system to behave in unintended ways that differ from an agreed-to Specification.

1.1.46.   Design, Development and Implementation (DDI) – The portion of the Work required to identify, design, develop and implement technical and business services.

1.1.47.   Diagnosis Related Group (DRG) – A system that classifies hospital cases.

1.1.48.   Dispute Process – The process described in the Contract for the Contractor and the Department to follow to resolve all debates or disagreements between the Department and Contractor.

1.1.49.   Drill-Down – Functionality that allows a user to move from summary information to detailed data by focusing on a specific criteria.

1.1.50.   Drug Utilization Review (DUR) – A program designed to measure and assess the proper use of outpatient drugs in the Medicaid program.

1.1.51.   Durable Medical Equipment (DME) – Medical equipment used in the home to aid in a better quality of living

1.1.52.   Early and Periodic Screening, Diagnosis and Treatment (EPSDT) – Federal Medicaid requirement that the State's Medicaid agency cover services, products or procedures, for Medicaid recipients under 21 years of age, if the service is medically necessary

health care to correct or improve a Defect, physical or mental illness, or a condition identified through a screening examination.

1.1.53.   Electronic Data Interchange (EDI) – The structured transmission of data between organizations by electronic means, which is used to transfer electronic documents or business data from one computer system to another computer system.

1.1.54.   Electronic Document Management System (EDMS) – Software that manages documents for electronic publishing.

1.1.55.   Electronic Funds Transfer (EFT) – An electronic transfer of money, also known as direct deposit.

1.1.56.   Electronic Health Records (EHR) – A systematic collection of electronic health information about individual patients or populations.

1.1.57.   Electronic Medical Record (EMR) – A computerized medical record created in an organization that delivers care, such as a hospital or physician's office.

1.1.58.   Eligibility Verification System (EVS) – A real time, online system that provides timely and accurate information regarding a recipient's eligibility for services.

1.1.59.   Eligible Hospital (EH) – Hospitals eligible to meet the system capability requirements of the Meaningful Use incentive program, as defined in 42 CFR Parts 412, 413, 422, and 495.

1.1.60.   Eligible Professional (EP) – Professionals eligible to meet the system capability requirements of the Meaningful Use incentive program, as defined in 42 CFR Parts 412, 413, 422, and 495.

1.1.61.   Encounter – A claim submitted by a Managed Care Entity for reporting purposes only.

1.1.62.   Encounter Data – Data collected to track use of provider services by managed care health plan enrollees.

1.1.63.   Enhanced Ambulatory Patient Groups (EAPG) – A system to classify and calculate reimbursement for outpatient services.

1.1.64.   Enhancement – Functional changes or performance improvements that require Configuration or Customization to the System and follow the Change Management Process described in the Change Management Plan.

1.1.65.   Enterprise Application Integration (EAI) – The collection of technologies and services that enable integration of systems and applications across the enterprise.

1.1.66.   Enrolled Provider (EP) – A provider whose enrollment status is active and has billed a claim within the past twelve (12) calendar months.

1.1.67.   Episodes of Care – A health problem, from its first Encounter with a health care provider through the completion of the last Encounter related to the problem, typically encompassing the patient's reason for the Encounter, the diagnosis code and the resulting therapeutic intervention.

1.1.68.   Excluded Party List System (EPLS) – Part of the federal System for Award Management, the EPLS is an electronic, web-based system that identifies those parties

excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and nonfinancial assistance and benefits.

1.1.69.   Explanation of Benefits (EOB) – A statement sent by a health insurance company to covered individuals explaining what medical treatment and/or services were paid for on their behalf.

1.1.70.   Explanation of Medical Benefits (EOMB) – See "Explanation of Benefits".

1.1.71.   Extract, Transform and Load (ETL) – A database and data warehousing process used to extract data from outside sources, transform it to fit operational needs, and load it into the end target.

1.1.72.   Family Support Services Program (FSSP) – A program to assist families with costs beyond those normally experienced by other families, to avoid or delay costly out of home placements and reduce stress.

1.1.73.   Federal Financial Participation (FFP) – Federal matching funds for State expenditures relating to assistance payments for certain social services, and State medical and medical insurance expenditures.

1.1.74.   Fee-For-Service (FFS) – A payment model where services are unbundled and paid for separately.

1.1.75.   Fiscal Agent (FA) – An entity that acts on behalf of the State Medicaid agency in respect to claims processing, Provider Enrollment and relations, utilization review, and other functions.

1.1.76.   Fiscal Agent Operations (FAO) – All contractual activities and responsibilities associated with the Fiscal Agent.

1.1.77.   Fiscal Year (FY) – A period used for calculating annual financial statements in businesses and other organizations.

1.1.78.   Fraud – An intentional deception or misrepresentation that could result in the payment of an unauthorized benefit.

1.1.79.   Full Time Equivalent (FTE) – A unit of measure that equates to the workload of an individual who works a full time schedule, regardless of the actual number of individuals who perform that work or the actual number of hours worked by those individuals.

1.1.80.   Health Benefit Plan (HBP) – A health care plan provided by the Department that includes a standard set of services, such as hospital and outpatient care, mental health, prevention, well-child care and maternity care.

1.1.81.   Health Care Common Procedure Coding System (HCPCS) – A standardized coding system used to describe the items and services provided in health care, comprised of three levels.

1.1.82.   Health Information Exchange (HIE) – A system that that provides the capability to electronically move clinical information among disparate health care information systems while maintaining the meaning of the information being exchanged.

1.1.83. Health Information Technology for Economic and Clinical Health Act (HITECH) - The Health Information Technology for Economic and Clinical Health Act provisions of ARRA.

1.1.84. Health Insurance Buy-In (HIBI) – A program that pays the Medicaid client's portion of commercial health insurance premiums when it would be cost-effective for Medicaid to do so.

1.1.85. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

1.1.86. Health Maintenance Organization (HMO) – See Managed Care Organization.

1.1.87. Healthcare Effectiveness Data and Information Set (HEDIS) – A tool to measure performance on important dimensions of care and service, produced by the National Committee for Quality Assurance.

1.1.88. Healthcare Portal – This term includes both the Client Healthcare Portal and the Provider Healthcare Portal.

1.1.89. Home and Community Based Services (HCBS) – The federal designation for the waiver for alternatives to institutionalization waiver programs under section 1915(c), administered by the Department.

1.1.90. Implementation Contract Stages – All of the following stages within this Contract:

1.1.90.1. BPR Contract Stage.

1.1.90.2. Implementation Contract Stage I.

1.1.90.3. Implementation Contract Stage II.

1.1.90.4. Implementation Contract Stage III.

1.1.91. Independent Verification and Validation (IV&V) - Processes and products to ensure adherence to Contract requirements and sound engineering practices to meet the Department's objectives.

1.1.92. Interactive Voice Response (IVR) – A technology that allows a computer to interact with humans through the use of voice and Dual-tone multi-frequency tones input via keypad.

1.1.93. Intermediate Care Facilities for Persons with Intellectual Disabilities (ICF/ID) – A disability benefit that is offered through Medicaid funding for institutions, consisting of four (4) or more beds, for individuals with mental retardation or developmental disabilities.

1.1.94. International Classification of Diseases, 9th Revision, Clinical Modification (ICD-9) – The 9th revision to the International Classification of Diseases promulgated by the World Health Organization.

1.1.95. International Classification of Diseases, 10th Revision, Clinical Modification (ICD-10) – The 10th revision to the International Classification of Diseases promulgated by the World Health Organization.

1.1.96. Interoperability – The ability to exchange and use information from multiple machines from multiple different entities.

1.1.97. Key Personnel – The position or positions that are specifically designated as such in this Contract.

1.1.98. Labor Category – A grouping of similar skills, knowledge, ability, experience and education specific to the labor to be provided.

1.1.99. Learning Management System (LMS) – A software application that allows for the administration, documentation, tracking, delivery, and reporting of online training or education programs.

1.1.100. Legacy System – The Department's existing MMIS and supporting systems as of the Effective Date.

1.1.101. Level of Care (LOC) – The intensity of medical care being provided by a physician or health care facility.

1.1.102. List of Excluded Individuals & Entities (LEIE) – The list maintained by the federal Office of the Inspector General that provides information to the health care industry, patients and the public regarding individuals and entities currently excluded from participation in Medicare, Medicaid and all other Federal health care programs.

1.1.103. Long-Term Care (LTC) – A variety of services that help meet both the medical and non-medical needs of people with a chronic illness or disability who cannot care for themselves for long periods of time.

1.1.104. Long-Term Services and Supports (LTSS) – A Medicaid program allowing for the coverage of LTC services, such as Institutional Care and Home and Community Based Long Term Services and Supports.

1.1.105. Maintenance – Routine activities required to sustain normal operations of the Fiscal Agent Operations and the System, including COTS utilized by the Contractor under this Contract and the upkeep of servers and software patches. These activities are not considered Enhancements and do not require a formal Change Management Process to complete.

1.1.106. Managed Care Entity (MCE) – An entity that supports the administration of a variety of different managed care service delivery models, including PPO agreements, PHP agreements, vendor contracting arrangements, ACO, Intermediary Service Organizations, utilization-controlled Fee-For-Service arrangements, PIHP, PAHP, MCO and PCCM.

1.1.107. Managed Care Organization (MCO) – A health care system that assumes both the financial risk associated with providing comprehensive medical services and the responsibility for health care delivery in a particular geographic area to MCO members, in return for a fixed, prepaid fee. Formerly referred to as an HMO.

1.1.108. Meaningful Use (MU) – A qualification to receive federal funding for health information technology, specifically, the use of Electronic Health Records.

1.1.109. Medicaid – The Medical assistance program authorized under Title XIX of the Social Security Act.

1.1.110. Medicaid Enterprise – The organizing logic for business processes and information technology infrastructure reflecting the integration and standardization requirements of the Colorado Medical Assistance program's operating model, which includes the MMIS.

1.1.111. Medicaid Enterprise Certification Toolkit (MECT) – A tool created by CMS to assist states in all phases of the MMIS life cycle.

1.1.112. Medical Service Questionnaire (MSQ) – A letter sent to Clients, based on Claims payment, to allow the Client to verify that they received the services billed to the Department.

1.1.113. Medicare – A health insurance program for the aged and disabled under Title XVIII of the Social Security Act.

1.1.114. Medicare Buy-In – A procedure whereby the Department pays a monthly premium to the Social Security Administration on behalf of eligible medical assistance clients, enrolling them in the Medicare Part B program.

1.1.115. Medicare Exclusion Database (MED) – The CMS repository and distributor of all the Office of the Inspector General Sanction data that is updated monthly.

1.1.116. Medicaid Information Technology Architecture (MITA) – A national initiative, overseen by CMS, that is intended to foster integrated business and IT transformation across the Medicaid Enterprise to improve the administration of the Medicaid program.

1.1.117. Medicaid Management Information System (MMIS) - A collection of services and automated claims processing that fulfills, at a minimum, the federal requirements specified in Part 11 of the State Medicaid Manual (CMS Publication 45), program directives and memos, policy statements, and the like that serve as the basis for CMS certification and is compliant with HIPAA requirements, as modified.

1.1.118. Transformed Medicaid Statistical Information System (T-MSIS) – The mandatory system for States to submit raw eligibility and claims data to CMS.

1.1.119. Milestone – A significant point, event or achievement that reflects progress toward completion of a process, phase or project.

1.1.120. National Correct Coding Initiative (NCCI) – A set of coding methodologies required under the ACA.

1.1.121. National Council for Prescription Drug Programs (NCPDP) – An entity that creates and promotes standards for the transfer of data to and from the pharmacy services sector of the health care industry.

1.1.122. National Drug Code (NDC) - An eleven-digit code assigned to each drug.

1.1.123. National Level Repository (NLR) – A system which tracks and stores information on providers' Meaningful Use of EHR, allowing CMS to determine appropriate HITECH incentive payments for Medicare and Medicaid programs.

1.1.124. National Medicaid EDI HIPAA Workgroup (NMEH) – A CMS sponsored workgroup for state collaboration in response to the original HIPAA mandates.

1.1.125.	National Plan and Provider Enumeration System (NPPES) - The system that uniquely identifies a health care provider and assigns it an NPI.

1.1.126.	National Provider Identifier (NPI) - A unique 10-digit identification number issued to health care providers in the United States by CMS.

1.1.127.	National Uniform Billing Committee (NUBC) - A committee comprised of major national provider and payer organizations in order to develop a single billing form and standard data sets that could be used nationwide by institutional providers and payers for handling diagnosis codes within health care claims.

1.1.128.	Non-Emergent Medicaid Transportation (NEMT) - transportation services for Clients to routine and urgent medical appointments.

1.1.129.	Nursing Facility – A facility that provides Nursing Facility Services as those are defined in 42 CFR 440, Subpart A.

1.1.130.	Office of the Inspector General (OIG) – An agency of the United States Department of Health and Human Services that protects against Fraud, waste and abuse by improving the efficiency of the Medicare and Medicaid programs.

1.1.131.	Office of the National Coordinator (ONC) - An agency of the United States Department of Health and Human Services that is charged with coordination of nationwide efforts to implement and use the most advanced health information technology and the electronic exchange of health information.

1.1.132.	Omnibus Budget Reconciliation Act (OBRA) – The Omnibus Budget Reconciliation Act of 1990, Pub. L. No. Pub.L. 101–508 that defines Medicaid drug coverage requirements and drug rebate rules.

1.1.133.	Online Analytical Processing (OLAP) - Tools that enable users to interactively analyze multidimensional queries and resulting data from multiple perspectives.

1.1.134.	Open Source Software - Software that incorporates or has embedded in it any source, object or other software code subject to an "open source", "copyleft" or other similar type of license terms (including, without limitation, any GNU General Public License, Library General Public License, Lesser General Public License, Mozilla License, Berkeley Software Distribution License, Open Source Initiative License, MIT license, Apache license, and the like).

1.1.135.	Operational Start Date – The date on which the Department authorizes the Contractor to begin fulfilling its operations and Maintenance obligations under the Contract.

1.1.136.	Optical Character Recognition (OCR) - The mechanical or electronic conversion of scanned images of handwritten, typewritten or printed text into machine-encoded text for the purpose of electronically searching, storing more compactly, on-line display, and text mining.

1.1.137.	Payment Error Rate Measurement (PERM) - A program to measure improper payments in Medicaid and CHP+ and produces error rates for each program.

1.1.138.	Per Member Per Month (PMPM) - A standard unit of measure for Capitation payments that payers provide to Providers.

1.1.139. Personal Health Record (PHR) - Related health data and care information maintained by the patient which may include patient-reported outcome data, lab results, data from devices such as wireless electronic weighing scales, or collected passively from a smartphone.

1.1.140. Pharmacy Benefit Management System (PBMS) - The point-of-sale claims processing system for pharmacy benefits.

1.1.141. Post-Eligibility Treatment of Income (PETI) - A program for Nursing Facilities to provide services that are not a Medicaid benefit if they are medically necessary and the Client has a patient payment amount.

1.1.142. Pre-Admission Screening and Resident Review (PASRR) - A federally required review to help ensure that individuals are not inappropriately placed in nursing homes for long term care.

1.1.143. Predictive Modeling - The process by which a model is created or chosen to try to best predict the probability of an outcome to assist with forecasting and trend analysis.

1.1.144. Preferred Drug List (PDL) - A formal published list of specific Prescription drug products by brand and generic name that may be reimbursed without a PA.

1.1.145. Prescription - A written, faxed or oral order, as required by the Board of Pharmacy, from a practitioner that a certain drug, medical supply, device or service is medically necessary.

1.1.146. Primary Care Medical Provider (PCMP) - Health care providers that typically act as the principal point of consultation for patients within a health care system and coordinate other specialists that the patient may need. PCPs enrolled in the ACC are PCMPs.

1.1.147. Primary Care Provider (PCP) – A Provider that provides both the first contact for a person with an undiagnosed health concern as well as continuing care of varied medical conditions, not limited by cause, organ system, or diagnosis.

1.1.148. Prior Authorization (PA) - A requirement mandating that a provider must obtain approval to perform a service or prescribe a specific medication prior to performing the service or prescribing the medication, and is the record of the approved PAR.

1.1.149. Prior Authorization Request (PAR) - A request submitted to a health plan for review, accompanied by the necessary supporting clinical documentation for a service or medication, prior to performing the service or prescribing the medication.

1.1.150. Problem - A Defect, operational issue or situation regarded as unwelcome or harmful and needing to be dealt with and overcome.

1.1.151. Production Environment - The System hardware and software environment designated to the final stage in the release process, which serves the end-users.

1.1.152. Program Integrity (PI) – Activities completed by the Department or other entities concerning monitoring the utilization habits and patterns of both members and providers of the Colorado Medical Assistance Program to create a culture where there are consistent incentives to provide better health outcomes within a context that avoids over- or underutilization of services.

1.1.153. Program of All-Inclusive Care for the Elderly (PACE) - Comprehensive health services for individuals age 55 and over who are categorized as "nursing home eligible" by the Department.

1.1.154. Protected Health Information (PHI) - Individually identifiable health information or health information with data items that reasonably could be expected to allow individual identification.

1.1.155. Provider – An individual or entity furnishing medical, mental health, dental or pharmacy services.

1.1.156. Provider Enrollment - A completed capture and verification of provider demographic, licensure, disclosure information, and an executed provider participation agreement, including a Provider Revalidation.

1.1.157. Provider Enrollment Tool – The product of the Implementation Stage I Contract Stage that will allow providers to be enrolled, re-enrolled and validated through an automated, Web-based application.

1.1.158. Provider Healthcare Portal – The secured Web site that is used to submit and retrieve Provider transactions and/or reports, and includes the Provider Enrollment Tool.

1.1.159. Provider Preventable Conditions (PPC) – All conditions that are Health Care-Acquired Conditions and Other Provider-Preventable Conditions as defined in the final rule for Medicaid Program; Payment Adjustment for Provider-Preventable Conditions Including Health Care-Acquired Conditions 42 CFR Parts 434, 438, and 447.

1.1.160. Provider Revalidation - A completed evaluation verifying that a provider meets Federal and State conditions for participation in accordance with the ACA Provider Screening Rule.

1.1.161. Provider Screening - An evaluation that verifies that a provider meets the legal requirements in order to be reimbursed for services provided under the Medicaid or CHP+, without limitations.

1.1.162. Quality Assurance (QA) - The planned and systematic activities implemented in a quality system so that quality requirements for a product or service will be fulfilled.

1.1.163. Qualified Medicare Beneficiaries (QMB) – A program that covers Medicare cost sharing requirements for certain low-income Medicare beneficiaries

1.1.164. Recovery Audit Contractor (RAC) – A contractor selected by the Department to identify and recover improper payments paid to health care providers.

1.1.165. Regional Care Collaborative Organization (RCCO) – A contractor, selected by the Department for each of the seven ACC regions, to help Providers communicate with Clients and with other Providers, so Clients receive coordinated care as part of the ACC.

1.1.166. Requirements Traceability Matrix (RTM) - A document that compares any two baseline documents that require a many-to-many relationship to determine the completeness of the relationship.

1.1.167. Sanction - Penalty for noncompliance with laws, rules, and policies regarding Medicaid, which may include withholding payment from a provider or terminating Medicaid enrollment.

1.1.168. Scorecard - A management tool used to compare actual results to business targets or goals.

1.1.169. Service Oriented Architecture (SOA) - Software architecture comprised of interoperable, discoverable and potentially reusable services.

1.1.170. Service Plan Spending Limit (SPSL) - A spending plan that includes service limits, such as caps and unit limits, included in a Client's service plan established by the Client's case manager.

1.1.171. Single Sign-On (SSO) - An access control feature of Software applications that allows a user to log in once and gain access to all associated applications, without being prompted to log in for each.

1.1.172. Software - A set of programs, procedures, algorithms and its documentation concerned with the operation of a data processing system.

1.1.173. Specification - A detailed, exact statement of particulars such as a statement prescribing materials, dimensions and quality of work.

1.1.174. Star Schema – A schema that typically consists of one or more fact tables that reference one or more dimension tables.

1.1.175. State Fiscal Year (SFY) - The twelve (12) month period beginning on July 1st of a year and ending on June 30th of the following year.

1.1.176. State Level Registry (SLR) - A system which tracks and stores information on providers' Meaningful Use of EHR at the state level and provides the necessary information for the state to pay an EHR incentive payment.

1.1.177. State Self-Assessment (SS-A) - A structured method used to document a state's current Medicaid business enterprise by aligning a state's business areas to the MITA business areas and business processes.

1.1.178. Statement on Standards for Attestation Engagements No. 16 (SSAE-16) - The authoritative guidance for reporting on service organizations promulgated by the American Institute of Certified Public Accountants.

1.1.179. Support Intensity Scale (SIS) - a tool used by some of the HCBS waiver programs to evaluate the severity of the Client's condition.

1.1.180. Supported Living Services (SLS) – A program to provide a variety of services, such as personal care or homemaking needs, employment or other day type services, helping a Client accessing his or her community, help with decision-making, assistive technology, home modification, professional therapies, transportation and twenty-four hour emergency assistance.

1.1.181. Surveillance and Utilization Review Subsystem (SURS) – A subsystem that allows Medicaid programs to identify program policy inconsistencies and potential Fraud or provider abuse by identifying aberrant billing patterns.

1.1.182.   System – The collection of technical and/or automated functions within the Core MMIS and Supporting Services.

1.1.183.   Systems Integrator - An enterprise that specializes in implementing, planning, coordinating, scheduling, testing, improving and maintaining computing operation.

1.1.184.   Systems Development Life Cycle (SDLC) - A process of creating or altering information systems, and the models and methodologies that are used to develop these systems. The methodologies form the framework for planning and controlling the creation of an information system.

1.1.185.   Technology Stack - A Technology Stack comprises the layers of components or services that are used to provide a software solution or application.

1.1.186.   Third Party Liability (TPL) – The liability of an entity that is, or may be, liable to pay all or part of the medical cost of care for a Medicaid client.

1.1.187.   TRAILS - The system used by the Colorado Department of Human Services to track foster care clients.

1.1.188.   Transaction Control Number (TCN) - The unique claim identifier used by the Legacy System.

1.1.189.   Transmittal - An official document from the Department authorizing the Contractor to perform a specific function that is considered within the Contractor's Scope-of-Work during the Contract, but a Transmittal may not be used for any changes that require an SDLC or follow the Change Management Process.

1.1.190.   UAT Environment – The System hardware and software environment designated for UAT, in which the Department may perform tests prior to the System or modifications to the System being made available in the Production Environment.

1.1.191.   Uniform Long Term Care 100.2 (ULTC 100.2) - the current client needs assessment tool form, as of the Effective Date, used to evaluate whether long term care is appropriate for any given client or potential client.

1.1.192.   User Acceptance Testing (UAT) - The process to obtain confirmation that a system meets mutually agreed-upon requirements prior to the Department's acceptance of the System or changes to the System.

1.1.193.   User Interface (UI) – The interface between the Colorado interChange and users.

1.1.194.   Utilization Management (UM) - The evaluation of the appropriateness, medical need and efficiency of health care services procedures and facilities according to established criteria or guidelines and under the provisions of an applicable health benefits plan.

1.1.195.   Warm Hand-Off - A call center technique that ensures that if a caller must be transferred, they are passed from one person to another person without being placed on hold or speaking to an automated system.

1.1.196.   Web Portal - A secure Internet website that contains forms and other information specific to the system and provides the Medical Assistance program enterprise a consistent look and feel for the various applications.

EXHIBIT G, PERFORMANCE STANDARDS

In addition to the performance standards listed in Exhibit E for which the Contractor may earn a QMP, the Contractor shall also comply with all of the performance standards contained in the following table:

Non-QMP Performance Standards
Reference #1088: Enhancements Test Plan. Reporting will occur monthly or as otherwise indicated by the Department. Via the Change Management Process, reporting will also include traceability of actual vs. estimate resources, time, and cost.
Reference #1114: Facility. A minimum of three (3) conference rooms (with WIFI access) and at least one conference room shall hold at least twenty (20) people.
Reference #1142. Monthly Contract Management Plan reports shall be provided to the Department within seven (7) Business Days following the close of the month.
Reference #1121: Key Personnel. All Key Personnel designated by the Department or the Contractor in the proposal shall be approved prior to their assignment to perform Work under the Contract. Key Personnel shall be accessible to key Department personnel at all times. Key Personnel will be evaluated yearly. All Key Personnel shall be dedicated to the Contract and COMMIT project full-time during the term of the Contract. All Key Personnel are expected to be located locally. The exception is for Key Personnel working on DDI activities located outside of Colorado during the Implementation Contract Stages if the DDI activities are also performed outside of Colorado. The Contractor may provide a staffing model with Key Personnel who will perform more than one of the specified job duties specified in this section, except for the Account Manager, Systems Manager, and Fiscal Agent Operations Manager. The Department has identified a list of key job duties that are required throughout the various Project Phases over the Contract term. These job duties shall be performed by Key Personnel, but can be shared amongst Key Personnel roles (i.e., does not necessarily require separate people) where practical and allowed. The Account Manager, Systems Manager, and Fiscal Agent Operations Manager job duties cannot be shared by the same Key Personnel.

Reference #1131: Department will approve at each update or revision of the Resource Management Plan. Note that the Department's approval of any resource plan does not imply that the staffing levels are sufficient; the Contractor may still have to increase staffing if they are not meeting the Contract requirements.
Reference #1132: Increase staffing levels if requirements or standards are not being met at no additional cost to the Department.
Reference #1133: Increase staffing levels if requirements or standards are not being met at no additional cost to the Department.
Reference #1134: Increase staffing levels if requirements or standards are not being met at no additional cost to the Department.
Reference #1137: In the event that the Contractor hires a new subcontractor within the annual time frame, the Contractor shall notify the Department within thirty (30) Business Days of the hiring process of the new subcontractor.
Reference #1142: Monthly Contract Management Plan reports shall be provided to the Department within seven (7) Business Days following the close of the month.
Reference # 1146: Maintain the same version of Microsoft Office as the Department within the limitations of the Contractor's corporate software release strategy.
Reference #1148: Report any System Problems within 30 minutes of Contractor identifying Problem, will notify appropriate Department staff by phone and email, as outlined in Communication Management Plan.
Reference #1182: Contractor and Department reference function training occurs annually, at a minimum.
Reference #1203: Contractor will inform Department that security patches for the Windows operating system are available within twenty-four (24) hours of receipt of the patches. Contractor will coordinate with the Department for deployment.
Reference #1227: Provide the CMS-416 data to BIDM no later than ninety (90) Business Days prior to the federal due date.
Reference #1228: Provide the PERM data to BIDM no later than fifteen (15) Business Days prior to the federal due date.
Reference #1234: Provide results of Business Continuity and Disaster Recovery Plan testing annually.
Reference #1244: Maintain document retrieval for at least six (6) years. Maintain document archive for the life of the Contract.

Reference #1245: When data is requested from the archive, the request will be addressed within five (5) Business Days, and the request will be fulfilled within thirty (30) Business Days.
Reference #1251: At minimum a daily interface is required with PBMS contractor.
Reference #1252: Provide the ability to send client eligibility data to the PBMS contractor as close to real-time as possible.
Reference #1260: Contractor processes the client eligibility file as close to real-time as possible.
Reference #1334: Ensure compatibility with the following major web browsers: Internet Explorer, Safari, Google Chrome, Firefox. Support the current version and two prior versions.
Reference #1378:   Using the developed index, Contractor should be able to retrieve 95% of the information within seven (7) Business Days when requested by the authorized from the document archive.
Reference #1400: Within 48 hours Contractor will resolve any enrollment issues within their control for enrollment of clients into a Managed Care Organization.
Reference #1401: Within 48 hours Contractor will resolve any enrollment issues within their control for enrollment, disenrollment, and/or transfer of recipients to Health Benefit Plans as well as Managed Care Organizations.
Reference #1402: Within 48 hours Contractor will resolve any enrollment issues within their control for clients enrolling into a Health Benefit Plan or Managed Care Organization.
Reference #1403: Within 48 hours Contractor will resolve any enrollment issues within their control for hybrid, Fee-For-Service managed care models as a Health Benefit Plan.
Reference #1404: Within 48 hours Contractor will resolve any enrollment issues within their control for recipients to be exempted or excluded from managed care program enrollment by type of Managed Care Organizations according to Department-specified criteria and consistent with federal and State guidelines.
Reference #1405: Within 48 hours Contractor will resolve any enrollment issues within their control for mass enrollment, disenrollment and transfer of clients between Health Benefit Plans and/or Managed Care Organizations.

Reference #1406: Within 48 hours Contractor will resolve any enrollment issues within their control for authorized System users manually enrolling and dis-enrolling a client into a Health Benefit Plan and/or Managed Care Organization.
Reference #1407: Within 48 hours Contractor will resolve any enrollment issues within their control for automatically reenrolled Managed Care clients into the same Managed Care Organization when the client has lost eligibility for a defined period of time.
Reference #1408: Within 48 hours Contractor will resolve any enrollment issues within their control for the ability to retroactively enroll and dis-enroll a client or client group into Managed Care Organizations.
Reference #1409: Within 48 hours Contractor will resolve any enrollment issues within their control for the ability to retroactively enroll and dis-enroll a client or client group into managed care and to automatically retroactively make claims adjustments based on such program enrollment changes.
Reference #1661: New accounting code (changes) will be ready for Department testing within five (5) Business Days of request to generate new code, unless otherwise agreed upon.
Reference #1693: Data shall be available within the system for six (6) years and archived after six (6) years, or unless otherwise directed by the Department.
Reference #1710: Ability to review default (passive) managed care enrollment criteria at least once a year.
Reference #1789. Fiscal Agent Operations systems project progress agenda and status report will be delivered 24 hours prior to the meeting. Minutes shall be distributed no later than COB on the third Business Day following the meeting.
Reference #1791: For weekly Fiscal Agent Operations status meetings, agenda and status report will be delivered 24 hours prior to the meeting. Minutes shall be distributed no later than COB on the third Business Day following the meeting.
Reference #1796: Respond to Department requests for general information about System reports within four (4) business hours.
Reference #1813: The Contractor shall report any requests for the release of confidential information to the Department within twenty-four (24) hours of receipt of the request regarding Colorado Registration and Attestation information.

Reference #1833: Notify enrolling provider of any missing or incomplete enrollment information within five (5) Business Days of identifying missing or incomplete enrollment information at any time throughout the enrollment, credentialing, and verification process.
Reference #1835: Update content of the public facing Medicaid Enterprise website and web pages within the timeframe as determined by the Department.
Reference #1842: Updated training modules shall be developed at least a month before the web changes go live (to allow time for training in advance).

EXHIBIT H, STATE CYBERSECURITY POLICIES

1. INCLUDED CYBERSECURITY POLICIES

1.1. This Exhibit contains the following State Cybersecurity Policies, attached hereto and incorporated herein:

1.1.1. P-CISP-001 – Information Security Planning

1.1.2. P-CISP-002 – Incident Response

1.1.3. P-CISP-003 – Information Risk Management

1.1.4. P-CISP-004 – Disaster Recovery

1.1.5. P-CISP-005 – Vendor Management

1.1.6. P-CISP-006 – Network Operations

1.1.7. P-CISP-007 – Systems and Applications Security Operations

1.1.8. P-CISP-008 – Access Control

1.1.9. P-CISP-009 – Change Control

1.1.10. P-CISP-010 – Physical Security

1.1.11. P-CISP-011 – Data Handling and Disposal

1.1.12. P-CISP-012 – Personnel Security

1.1.13. P-CISP-013 – System Access and Acceptable Use

1.1.14. P-CISP-014 – Online Privacy Policy

1.1.15. P-CISP-015 – Security Awareness Training

1.1.16. P-CISP-016 – Self Assessment

1.1.17. P-CISP-017 – Security Metrics and Measurement

1.1.18. P-CISP-018 – Mobile Computing

1.1.19. P-CISP-019 – Wireless Security

1. **TITLE: INFORMATION SECURITY PLANNING**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   It is the policy of the State of Colorado to prohibit unauthorized access, disclosure, duplication, modification, diversion, destruction, loss, misuse, or theft of sensitive information and information system assets. Each Agency throughout the State of Colorado shall maintain an Information Security Program to control risks associated with access, use, storage, and sharing of sensitive citizen and State information, and document the program details in an Agency Cyber Security Plan (ACSP).

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. C.R.S. 24-37.5-401, C.R.S. 24-37.5-403, C.R.S. 24-37.5-404, C.R.S. 24-37.5-404.5, C.R.S. 24-37.5-405, C.R.S. 24-37.5-406

   5.2. Federal Information Processing Standard (FIPS) 200, "Minimum Security Requirements for Federal Information and Information Systems

   5.3. Federal Information Processing Standard (FIPS) 199, "Standards for Security Categorization of Federal Information and Information Systems

   5.4. ISO/IEC 27002:2005 - Information technology -- Security techniques -- Code of practice for Information security management

   5.5. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-50, "Building an Information Technology Security Awareness Program"

   5.6. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-37, "Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach"

5.7. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-18, rev.1, "Guide for Developing Security Plans for Federal Systems."

5.8. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60, "Guideline for Mapping Types of Information and Information Systems to Security Categories"

5.9. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, ver 3, "Recommended Security Controls for Federal Information Systems"

5.10. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-30, "Risk Management Guide for IT Systems"

5.11. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-115, "Technical Guide to Information Security Testing and Assessment"

6. DEFINITIONS:

6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Cyber Security Program Policy Glossary for any terms not specifically defined herein.

6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies

7. REQUIREMENTS:

7.1. **AGENCY CYBER SECURITY PLAN (ACSP)** - An Agency Cyber Security Plan (ACSP) shall include the following sections, at a minimum.

    7.1.1. Agency Mission Objectives

    7.1.1.1. Mission Statement

    Summarize or insert the Agency Mission Statement.

    7.1.1.2. Concept of Operations

    Describe the operational goals of the Agency Information Security Program and the conceptual functions that are implemented to achieve these goals.

    7.1.1.3. Roles and Responsibilities

    Identify responsibilities for implementing, monitoring, and managing the Information Security Program, specifically including the responsibilities of the Executive Director, Agency IT Head, Security Staff, IT staff, Human Resources staff, Contracts and Procurement staff, and Agency staff.

7.2. Information Technology Environment

7.2.1. Network Environment, Enclaves, and Perimeters

Describe the current network environment in detail, including network segments, Security Enclaves and perimeter controls of each Security Enclave.

7.2.2. Major Applications and Systems

List Agency Major Applications and Systems by name, URL/IP address, function, security enclave, systems owner, data owner, and the network segments they reside on.

7.2.3. General Support Systems

Define general support systems as they pertain to the environment (e.g., Active Directory Domains/Forests, NIS+ domains, or e-mail systems).

7.3. Risk Management

7.3.1. Risk Assessment Methodology

Describe the methodologies used for formal and informal System-level and Agency-wide Risk Assessments and the process for initiating a Risk Assessment, mitigating unacceptable risk, approving residual risk, and updating existing Risk Acceptance. Include the identification of the individual responsible for accepting residual risk.

7.3.2. Risk Assessment Responsibilities

Identify any responsibilities in the Risk Management function that are outside the scope of the Roles and Responsibilities section of the ACSP.

7.3.3. Risk Assessment Frequency

Identify the maximum length of time between System-level and Agency-wide Risk Assessments.

7.3.4. Project Lifecycle

Describe how the Risk Management strategy is integrated into the System, the Network, and Application engineering project lifecycles, specifically identifying control points that trigger Risk Management activities.

7.3.5. Vendor Management

Describe the role of Risk Management in the assessment, selection, and management of IT service providers or vendors.

7.4. Security Program

7.4.1. Network and Security Operations

Describe standards for Network Operations as they pertain to Network Access Controls, Perimeter Security, Network Administration, Monitoring and Reporting, and Network Device Inventory.

7.4.2. System and Application Security

Describe standards for System and Application Security as they pertain to Access Controls, System Administration and Engineering, Change Control and Configuration Management, Patch Management, Malicious Code, Monitoring and Reporting, and System Backups.

7.4.3. Access Controls

Describe standards for Hiring, Transfer, and Termination of staff and how it relates to user account administration. Include a description of the process used to approve system access requests based on a need-to-know and describe how "least-privilege" is achieved in the environment.

7.4.4. Change Control and Configuration Management

Describe the components of Change Control and describe the integration of the Information Security Program as it relates to Change Control. Describe the minimum standards for configuration management as it relates to the System, the Network, and Application engineering.

7.4.5. Physical Security

Describe the requirements for physically securing the Agency's Sensitive Areas.

7.4.6. Data Handling and Disposal

Describe the procedures used to achieve the goals of the Colorado Information Security Plan (CISP) Data Handling and Disposal Policy.

7.4.7. Personnel Security

Describe the process for and frequency of performing background checks on IT staff, Security staff and other personnel.

7.4.8. Acceptable Use

Identify the required elements of the Agency's Acceptable Use Policy and the responsibilities for ensuring all users have received and acknowledged it.

7.4.9. Online Privacy

Include the Agency's Online Privacy Notice.

7.5.   Incident Warning, Advisory, and Response

7.5.1.   Cyber Security Warnings and Advisories

Describe the process for evaluating Vendor and Information Security Operations Center (ISOC) issued Cyber Security Warnings, Patch Announcements, and Security Advisories, and describe the standard for recording the response, including time frame for response, acceptable responses and responsibilities for evaluating the Warning or Advisory.

7.5.2.   Cyber Security Incident Response Plan Summary

Provide a summary of the Agency's Incident Response Plan, and name the individual(s) who leads the team.

7.6.   Training and Awareness

7.6.1.   Methodology

Describe the methods for delivering Initial and Refresher Training to staff. Describe any differing levels of Information Security Training that are provided to individuals holding specific job responsibilities (end user, system administrator, security administrator, and managers), if applicable. Describe methods of providing periodic security awareness notices to Agency staff, and the responsibilities for issuing these notices.

7.6.2.   Frequency

Identify the required frequency for Refresher Training and Security Awareness Notices.

7.6.3.   Content Updates

Identify the role or individual responsible for providing updated training content and Security Awareness Notices.

7.7.   Self-Assessment

Describe the required elements of the Information Security Self-Assessment Process, the roles and responsibilities in carrying out the Self-Assessment, and the integration of the Self-Assessment results into a program improvement process.

7.8.   Metrics and Reporting

Describe the types of metrics that are being collected by the Agency Information Security Program and how they are being used to evaluate the effectiveness of the Program.

7.9. Plan Approval and Maintenance

The Agency Executive Director and the Agency IT Head will submit ACSP to the State CISO for review and approval annually.

7.10. ACSP Submission Requirements

7.10.1. Agency Deliverables

Each Agency shall submit an approval package to the CISO, consisting of:

7.10.1.1. Cover Letter Requesting Plan Approval

7.10.1.2. Agency Cyber Security Plan

7.10.1.3. Agency-Wide Risk Assessment

7.10.1.4. Agency Disaster Recovery Plan Summary

7.10.1.5. Agency Disaster Recovery Plan Test Results

7.10.1.6. Agency Self-Assessment Results

7.10.1.7. Agency Cyber Security Plan of Action and Milestones

7.11. ACSP Confidentiality

Documents numbered 7.10.1.1 through 7.10.1.7, above, are not public records pursuant to Sections 24-72-202 (6) (b) (X), C.R.S. and 24-72-202 (6) (b) (XII), C.R.S.   Each document and any supporting materials shall be labeled "Confidential" and "Not a Public Record".

7.12. Letter of Assertion

The cover letter is an assertion to be signed by the Executive Director that either states that the Agency is compliant with the Colorado Information Security Program or that the Plan of Action and Milestones contains active initiatives that will bring the Agency into compliance.

7.13. Plan of Actions and Milestones (PoAM)

A Plan of Action and Milestones (PoAM) is a high-level plan that describes the Information Security initiatives under way within the Agency. This plan must include a description of the initiatives, priority, an estimated cost to the Agency to complete major project milestones, and dates of initiation and completion. This document is to be amended and maintained during the course of the year to reflect progress on the projects identified therein. The PoAM may be updated by the Agency at any time throughout the year and may be amended by the CISO at his or her discretion.

7.14. ACSP Outcomes

The State CISO shall review the submission to ensure it meets the requirements of the Agency Cyber Security Plan. The CISO shall issue one of the three following responses:

7.14.1. The ACSP is approved with no changes to the submitted documents.

7.14.2. The ACSP is conditionally approved with the requirement to implement, continue, or complete the initiatives in the Agency Plan of Action and Milestones. This response also may include the requirement to add specific initiatives to the Agency Plan of Action and Milestones as determined by the CISO.

7.14.3. The ACSP is denied approval. This response may also be accompanied by direction from the CISO to cease or alter IT operations until specific risks have been mitigated, as determined by the CISO.

8. RESPONSIBILITIES

8.1. State Chief Information Security Officer (CISO)

8.1.1. Establishing and maintaining the Colorado Information Security Program, which provides guidance at an organizational level for the State Agency IT Organizations.

8.1.2. Reviewing Agency Cyber Security Plan approval packages submitted by the Executive Directors.

8.1.3. Reviewing and/or revising an Agency's Plan of Action and Milestones.

8.2. Agency Executive Director (ED)

Responsible for ensuring sufficient funding to accommodate the role of the Agency ISO and providing the necessary organizational support to the Agency ISO.

8.3. IT Head

Responsible for delegating the cyber security responsibilities to a staff member and ensuring the appropriate level of support for the associated duties in Agency Policy.

8.4. OIT Agency Information Security Officer (ISO)

Ensures successful implementation of the State Security Policies.

9. COMPLIANCE

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: INCIDENT RESPONSE**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   The State of Colorado has established a Security Incident Response Plan (CSIRP) to effectively address the need for the successful handling of and proper response to computer security incidents. All computer security incidents must be reported in accordance with policies and procedures established in this document. The primary purpose of the CSIRP is to protect and maintain current operations that support the mission of the State of Colorado and its agencies.

   The State shall maintain a Cyber Security Incident Response Team (CSIRT) that reports directly to the Chief Information Security Officer (CISO) and shall maintain a plan to effectively guide response to a cyber incident.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4), "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. C.R.S. 24-37.5-401(1), C.R.S. 24-37.5-403, C.R.S. 24-37.5-404(2)(e), C.R.S. 24-37.5-404.5, C.R.S. 24-37.5-405

   5.2. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-61, "Guide to Integrating Forensic Techniques into Incident Response"

   5.3. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-86, "Computer Security Incident Handling Guide"

   5.4. Colorado Incident Response Plan

6. DEFINITIONS:

6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies.

6.3. Event

An Event is any observable occurrence in a system or network. Events include a user connecting to a file share, a server receiving a request for a Web page, a user sending electronic mail (email), and a firewall blocking a connection attempt.

6.4. Adverse Event

Adverse events are events with a negative consequence, such as system crashes, network packet floods, unauthorized use of system privileges, unauthorized access to sensitive data, and execution of malicious code that destroys data.

6.5. Security Incident

A Security Incident is an adverse event involving any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system impacting the confidentiality, integrity, or availability of state computer systems, networks or data and must be classified as a Security Incident.

7. REQUIREMENTS:

7.1. All agencies must appoint an Information Security Officer that participates on this multi-agency team and develops localized agency-level procedures for incident monitoring, response, and reporting in accordance with the Colorado Incident Response Plan and associated Quick Reference Guides where applicable.

7.2. Higher Education must develop an Incident Response Plan and submit the plan to the CISO for review and comment. The Higher Education Plan must identify the reporting relationships between Higher Education and the CISO, to include defining the stage during an Incident Response at which incidents are reported to the Information Security Operations Center (ISOC) and CISO, explaining the role of the ISOC and CISO in the plan, and containing a periodic metric reporting requirement to the CISO.

8. RESPONSIBILITIES:

8.1. State Chief Information Security Officer (CISO)

8.1.1. Establish and maintain the Colorado Security Incident Response Plan (CSIRP), which provides requirements and guidance at an organizationally level for State Agencies.

8.1.2. Responsible for the activation and management of the State of Colorado Security Incident Response Team (CSIRT) for all state incidents.

8.1.3. Provides executive decisions required by the Security Incident Response Team.

8.2. Agency Information Security Officer (ISO)

8.2.1. Develops localized agency-level procedures for incident monitoring, responding and reporting in accordance with the Colorado Incident Response Plan and associated Quick Reference Guides where applicable.

8.2.2. The Information Security Officer shall participate on the multi-agency Information Security Incident Response Team.

9. COMPLIANCE

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: INFORMATION RISK MANAGEMENT**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   All Agencies shall develop, maintain, and operate under an Information Risk Management Plan (IRMP) and perform an Agency-wide Information Risk Assessment annually to include a risk assessment of all agency major systems and Internet facing systems.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. Federal Information Processing Standard (FIPS) 199, "Standards for Security Categorization of Federal Information and Information Systems."

   5.2. ISO/IEC 27002:2005 - Information technology -- Security techniques -- Code of practice for information security management.

   5.3. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-30, "Risk Management Guide for IT Systems."

   5.4. National Institute of Standards and Technology (NIST) Special Publication (SP) SP 800-115, "Technical Guide to Information Security Testing and Assessment."

6. **DEFINITIONS**

   6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

   6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies

6.3.   Informal Assessment

An Informal Risk Assessment is the result of deliberations between subject matter experts regarding Information Security risk factors and estimated impact. A Risk Assessment is typically performed in the Requirements Analysis or Feasibility Study phases and results in specific security controls. To qualify as a Risk Assessment, a Risk Assessment must have the results documented in some form.

6.4.   Risk Assessment Review Process

The completed risk assessment document is presented to Executive Management for risk review. A Risk Assessment must have a statement of Risk Acceptance or Rejection and be approved by Executive Management to indicate their approval or disapproval of the residual risk. All exceptions to security requirements must be presented to and reviewed by the CISO for decision.

7.   **REQUIREMENTS:**

7.1. Information Risk Management Plan

7.1.1.   Plan Development

Agencies shall develop, disseminate, and periodically review a formal, documented, risk management plan that addresses scope, roles, responsibilities, management commitment, coordination among organizational entities, compliance criteria, and methodology for performing risk assessments. The plan is to include all systems providing State of Colorado services, as well as those services contracted to vendors or other third parties.

7.1.2.   System Description

The Agency risk management plan is to include a characterization of the agency's systems based on their function, the data stored or processed, and their overall criticality to the organization.

7.1.3.   Annual Risk Assessment Review

Agencies shall develop, disseminate, and periodically review a formal, documented, risk management plan that addresses scope, roles, responsibilities, management commitment, coordination among organizational entities, compliance criteria, and methodology for performing risk assessments. The plan is to include all systems providing State of Colorado services, as well as those services contracted to vendors or other third parties.

7.2. Agency-Wide Risk Assessment Methodology

7.2.1. Risk Assessment Standards

The risk assessment methodology leverages industry standards and best practices and includes an assessment of the risk and magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems.

7.2.2. Risk Categorization

7.2.2.1. Likelihood of Occurrence

7.2.2.1.1. **High** – A threat is highly motivated and sufficiently capable, and controls to prevent a vulnerability from being exercised are ineffective.

7.2.2.1.2. **Medium** – A threat is motivated and capable, but controls are in place that may impede successful exercise of a vulnerability.

7.2.2.1.3. **Low** – A threat lacks motivation or capability, or controls are in place to prevent, or at least significantly impede, a vulnerability from being exercised.

7.2.2.2. Likelihood of Occurrence Magnitude of Impact

7.2.2.2.1. **High** – Exploitation of a vulnerability: (1) may result in the highly costly loss of major tangible assets or resources; (2) may significantly violate, harm, or impede an agency's mission, reputation, or interest; or (3) may result in human death or serious injury.

7.2.2.2.2. **Medium** – Exploitation of a vulnerability: (1) may result in the costly loss of tangible assets or resources; (2) may violate, harm, or impede an organization's mission, reputation, or interest; or (3) may result in human injury.

7.2.2.2.3. **Low** – Exploitation of a vulnerability: (1) may result in the loss of some tangible assets or resources or (2) may noticeably affect an organization's mission, reputation, or interest.

7.2.3. Control Selection

The Colorado Information Security Plan (CISP) Policies identify various required minimum controls. In the event that a Risk Assessment identifies a system that cannot meet the required minimum controls, mitigating compensating controls may be selected if they in fact reduce risk to a level acceptable by the Agency. However, any compensating controls that are implemented must be identified in the formal Agency-wide Risk Assessment, including the policy non-compliance risk they are addressing and the level of residual risk remaining after implementation of the compensating controls.

8. **RESPONSIBILITIES:**

    8.1. State Chief Information Security Officer (CISO)

    The CISO reviews and approves Agency risk management plan as part of the Agency's Cyber Security Program Plan approval process.

    8.2. Agency Executive Director (ED)

    The ED accepts residual risk identified in the agency-wide IT risk assessment.

    8.3. IT Head

    8.3.1. Leads the development of the Agency risk management plan.

    8.3.2. Leads the performance of an agency-wide IT risk assessment.

    8.4. OIT Agency Information Security Officer (ISO)

    8.4.1. Monitors the effectiveness of controls deployed as a result of the agency-wide risk assessment.

    8.4.2. Performs system-level risk assessments where appropriate with the assistance of System Owners.

    8.5. Agency Staff

    Participate as required in the risk management process.

9. **COMPLIANCE**

    All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. **EXPIRATION**

    This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: DISASER RECOVERY**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   It is the policy of the State of Colorado that all State Agencies and associated departments prepare and test Disaster Recovery Plans that will be maintained and used in the event of a disaster for all major systems.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Jdicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. C.R.S. 24-37.5-401(1), C.R.S. 24-37.5-402(f)

   5.2. ISO/IEC 27002:2005 - Information technology -- Security techniques -- Code of practice for Information security management

   5.3. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-34, "Contingency Planning Guide for Information Technology Systems."

6. **DEFINITIONS:**

   6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

   6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies.

7. REQUIREMENTS:

7.1. Disaster Recovery Plan

An Agency Disaster Recovery Plan shall include the following sections, at a minimum.

7.1.1. Development of the Disaster Recovery Plan

7.1.1.1. IT Disaster Recovery Plans are to be developed and designed to reduce the impact of a major disruption on key business functions and processes. The Disaster Recovery Plans must address requirements for alternative processing and recovery capability of all major IT services and systems.

7.1.1.2. Disaster Recovery Plans must also include usage guidelines, roles and responsibilities, Contact information, procedures, communication processes and the testing approach. This will establish the priorities in recovery situations and keep costs at an acceptable level while complying with regulatory and contractual requirements.

7.1.1.3. Response and recovery requirements for different time frames (e.g., within the first 24 hours, the next 48 hours, fourth through seventh days and extended disaster period) must be addressed in the Disaster Recovery Plan if applicable to the State Agency's IT disaster recovery scenario.

7.1.2. Maintenance of the Disaster Recovery Plan

Disaster Recovery Plan maintenance procedures will be defined to ensure that the plan is kept up to date with respect to dynamic changes, such as personnel changes, new system deployment and documentation updates to ensure it continually reflects business requirements. The Disaster Recovery Plan shall also contain instructions to notify stakeholders of changes to the plan.

7.1.3. Testing of the Disaster Recovery Plan

IT Disaster Recovery Plans are to be tested on a regular basis to ensure that IT systems can be effectively recovered and shortcomings can be addressed. Disaster Recovery Plan testing must identify testing procedures and contain instruction on how the State agency will approve updates to plan based on test results.

7.1.4. Training on the Disaster Recovery Plan

All concerned parties are to receive regular training sessions regarding the procedures and their roles and responsibilities in case of an incident or disaster. The Disaster Recovery Plan must contain instruction on how training is enhanced or distributed in the event of a new plan requirements, roles, responsibilities or communication processes.

7.1.5.   Distribution of the Disaster Recovery Plan

A defined and managed distribution strategy must be outlined in the Disaster Recovery Plan to ensure that the Plans are properly and securely distributed and available to appropriately authorized interested parties when and where needed. This distribution strategy must take into account all disaster scenarios that the Plan is intended to address.

7.1.6.   IT Services Recovery and Resumption

The Disaster Recovery Plan must be supported with step-by-step instructions for recovery and resumption of services. This may include activation of backup sites, initiation of alternative processing, customer and stakeholder communication, resumption procedures, etc.

7.1.7.   Offsite Backup Storage

7.1.7.1. All backup media, documentation and other IT resources necessary to recover or resume IT processing must be off-site. Backup procedures and rotation schemes must be adequate to provide the necessary data for recovery while minimizing data loss.

7.1.7.2. IT management should ensure that off-site arrangements are periodically assessed, at least annually, for content, environmental protection and security. Backup media and the hardware used to restore from backup must be tested as part of the Disaster Recovery Plan testing strategy.

7.1.8.   Post-Resumption Review

A post-resumption review must occur after successful resumption of the IT functions following a disaster. The purpose of this review is to assess the adequacy of the Disaster Recovery Plan and procedures and to subsequently update the Plan accordingly.

8. RESPONSIBILITIES:

8.1.   State Chief Information Security Officer (CISO)

Reviews and approves State Agency Disaster Recovery Plans and test results as part of the Cyber Security Plan approval process.

8.2.   Agency Executive Director (ED)

Appropriates funding for the IT Department sufficient to support Disaster Recovery planning and testing

    8.3.   IT Head

        8.3.1.   Leads the development of the Public Agency Disaster Recovery Plan

        8.3.2.   Coordinates testing of the Disaster Recovery Plan.

        8.3.3.   Provides Disaster Recovery Plan and testing results to CISO.

    8.4.   Agency Information Security Officer (ISO)

        8.4.1.   Monitors the effectiveness of the disaster recovery planning and preparation process.

        8.4.2.   Ensures required security controls are implemented during Disaster Recovery operations.

    8.5.   Agency IT Staff

        8.5.1.   Complete Disaster Recovery training.

        8.5.2.   Participate as required in disaster recovery testing.

9. COMPLIANCE

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: VENDOR MANAGEMENT**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   Agencies shall establish and maintain a Vendor Management Program that is to provide guidance regarding the selection of vendors, documenting terms of service delivery, which includes confidentiality and non-disclosure agreements, security controls, measuring and reporting, and compromise disclosure in accordance with the policy requirements outlined below.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1.   C.R.S. 24-37.5-401(1), C.R.S. 24-37.5-403(2)(e), C.R.S. 24-37.5-404(2)(b)

   5.2.   National Institute of Standards and Technology (NIST) Special Publication (SP) 800-18, Rev. 1, "Guide for Developing Security Plans for Federal Systems."

   5.3.   National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, ver. 3, "Recommended Security Controls for Federal Information Systems."

   5.4.   Colorado Office of Information Security - System Security Plan template.

6. **DEFINITIONS:**

   6.1.   For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

   6.2.   IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies.

7. REQUIREMENTS:

7.1. Vendor Solicitation

All solicitations must include reference to the Colorado Information Security Policies.

7.2. Vendor Selection

Vendors must be selected according to C.R.S. 24-101-101 and the procurement rules R 24-101 through R24-112.

7.3. Vendor Contracts and Purchase Documents

7.3.1. Inter or Intra-Agency IT Service Agreements

7.3.1.1. If a public agency has an agreement with another public agency to provide IT services, the agency requesting service must ensure that the requirements under this policy are upheld by a Service Level Agreement or Memorandum of Understanding with the agency providing the service.

7.3.2. Statements of Work (SOW)

7.3.2.1. Security Requirements

SOWs must clearly state the security requirements for the vendors to ensure that their work is consistent with state cyber security policies.

7.3.2.2. Scope

SOWs must include a clear description of the scope of services provided under the contract or purchase order.

7.3.2.3. Data Classification

SOWs must clearly identify any and all types of sensitive data to be exchanged and managed by the vendor. Sensitive data is that which is determined to be Level 2 or higher by the public agency in accordance with the Data Handling and Disposal Policy, P-CISP-011.

7.3.2.4. Security Documentation Deliverables

SOWs and contract must contain provisions requiring that vendors develop and deliver a System Security Plan (SSP) to document existing and planned security controls.

7.3.3. Purchase Orders

7.3.3.1. Procurement Requirements

7.3.3.1.1. Arrangements to procure vendor services and/or products that involve the exchange of sensitive information should be executed by a contract via the State Controller's Office. In the event a contract is not a viable purchasing option and a purchase order is a more appropriate mechanism, an Exhibit or Special Provisions must be attached to the purchase order that contains provisions meeting all SOW and contract requirements in this policy.

7.3.4. Contracts

7.3.4.1. Contract Language

Contracts that include exchange of sensitive data must require state confidentiality agreements to be executed by the vendor, must identify applicable state policies and procedures to which the vendor is subjected, and must identify security incident reporting requirements.

7.3.4.2. Reporting Requirements

Contracts must clearly identify security reporting requirements that stipulate that the vendor is responsible for maintaining the security of sensitive data, regardless of ownership. In event of a breach of the security of the sensitive data, the vendor is responsible for immediately notifying the agency and Information Security Operation Center (ISOC) and working with the both regarding recovery and remediation. Security reporting requirements in the contract must also require the vendor to report all suspected loss or compromise of sensitive data exchanged pursuant to the contract within 24 hours of the suspected loss or compromise.

7.3.4.3. Breach Notification

The vendor is responsible for notifying all Colorado residents whose sensitive data may have been compromised as a result of the breach.

7.3.4.4. Personnel Security

Contracts must contain provisions requiring that vendors handling sensitive data for the state must meet the same personnel security standards as state employees as outlined in the Personnel Security Policy, P-CISP-012.

7.3.4.5. Sanctions

Contracts must include formal sanctions or penalties for failure to meet the security requirements in the contract or purchase document.

7.3.5. Management and Oversight

7.3.5.1. Policy Compliance

Vendors are required to comply to all the applicable Colorado Information Security Policies, as published and updated by the Office of Cyber Security. The Agency IT Director/IT Head makes requests to the CISO for exemptions to Colorado Information Security Policies.

7.3.5.2. Contract Maintenance

Agencies shall ensure all contracts being renewed are updated with provisions supporting the requirements of this policy.

7.3.6. Reporting and Monitoring

7.3.6.1. Communications

Agencies shall provide the appropriate security reporting contact information to each vendor upon contract initiation, along with any reporting instruction specific to the respective public agency.

7.3.6.2. Inspection and Review

The public agency shall have the ability to inspect and review vendor operations for potential risks to the State of Colorado operations or data. This review may include a planned and unplanned physical site inspection, technical vulnerabilities testing, and an inspection of documentation, such as security test results, IT audits, and disaster recovery plans.

7.3.6.3. Risk Reporting

All contracts shall require the vendor to produce regular reports focusing on four primary potential risk areas:

- Unauthorized Systems Access
- Compromised Data
- Loss of Data Integrity
- Inability to Transmit or Process Data
- Exception Reporting

7.3.6.4. Any exceptions from normal activity are to be noted in the reports, reviewed, and the appropriate responses determined.

7.3.6.5. Termination of Service

Upon termination of vendor services, contracts must require the return or destruction of all State of Colorado data in accordance with Access Control Policy, P-CISP-008. State contract or procurement managers are to immediately ensure termination of all access to state information systems and facilities housing these systems in accordance with the Physical Security Policy, P-CISP-010.

8. RESPONSIBILITIES:

8.1. Agency Executive Director (ED)

Ensures that procurement and contracting processes meet this policy.

8.2. IT Head

Completes periodic IT vendor performance reviews to ensure compliance to the requirements in this policy.

8.3. Agency Information Security Officer (ISO)

8.3.1. Reviews Agency RFPs and applicable purchase requests for appropriate security provisions.

8.3.2. Reviews Agency contracts for appropriate security provisions.

8.3.3. Ensures adequate statements are routinely added to the agency's procurement orders and other applicable purchase documents that do not require contracts

8.4. Agency Procurement Officer

Ensures the language meeting the requirements of this Policy is included in each vendor contract, purchase order, or other applicable procurement document.

9. COMPLIANCE

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: NETWORK OPERATIONS**

2. **PURPOSE:**

    This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

    All Agencies shall protect information assets, data, and reputation while providing a secure framework for network systems operations. Network protection methods are to be deployed that provide secure network ingress and egress points to all network enclaves and administer the supporting infrastructure in a secure manner.

4. **ORGANIZATIONS AFFECTED:**

    This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

    5.1. CISP Access Control Policy, P-CISP-008.

    5.2. Cyber Security Program Policy, P-CISP-001.

    5.3. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-41, "Guidelines on Firewalls and Firewall Policy."

    5.4. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-44, "Guidelines on Securing Public Web Servers."

    5.5. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, ver 3, "Recommended Security Controls for Federal Information Systems."

6. **DEFINITIONS:**

    6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies.

6.3. Public Facing Systems

A system whose purpose is to serve information directly to anonymous Internet users. Systems that require access to the trusted network in order to function can be exempted on a case-by-case basis.

6.4. Remote Access

The procedure that allows external systems to access systems that are within an Agency's internal Information Technology perimeter and considered "Internal" systems.

7. REQUIREMENTS:

7.1. Requirements Enforcement

Each Agency shall define, maintain, and train to exercise and enforce security mechanisms and written procedures for network operations that include:

7.1.1. Network Access Controls

7.1.1.1. Node Access Control

All Agencies must provide a method for preventing unauthorized nodes from participating on the internal network enclave and must describe this method in the Agency Cyber Security Plan (ACSP).

7.1.1.2. Network Segmentation

All sensitive data is to be stored and processed on a LAN segment that is separated from end users through the use of a firewall or other access control mechanism.

7.1.2. Perimeter and Enclave Security Administration

All Agency perimeters and enclaves must be protected at all ingress and egress points by a firewall.

7.1.2.1. Minimum Access

Agency firewalls must be configured to only permit the minimum services (ports and protocols to specific systems from specific locations) required for system functionality.

7.1.2.2. Trusted and Untrusted

Firewall configurations must deny access to trusted networks from untrusted networks unless specifically permitted as well as to untrusted networks from trusted networks unless specifically permitted.

7.1.2.3. Business Justification

Business justification is required to open any port or enable any service from an untrusted network connection.

7.1.2.4. Ruleset Review

Firewall rules are to be reviewed by the Agency Information Security Officer or designee at least once per year.

7.1.2.5. Violation Logging and Reporting

Each firewall must be configured to log and report rule violations to the administrator.

7.1.2.6. Device Hardening

All network and security devices are to be configured and hardened according to the recommendations published by the Office of Information Security (OIS). The hardening procedures must require disabling or removing all unnecessary services or functions.

7.1.2.7. Monitoring, Logging, and Analysis

Monitoring, event logging, and analysis processes and systems are to be deployed to record and analyze security events and to monitor the firewall and other security devices.

7.1.3. Public Facing Systems

All Agency public-facing systems must be deployed in a De-Militarized Zone (DMZ) that controls both ingress and egress from both internal and external networks.

7.1.4. Remote Access

Remote Access to infrastructure must be secured to prevent interception of data while in transit.

7.1.5. Wireless Network Infrastructure

Wireless network access points are to be treated as a public-facing perimeter and must be secured accordingly.

7.1.6. Network Documentation

Agencies shall create and maintain documentation on network inventories, diagrams, and procedures.

7.1.6.1. Network Inventory

Inventory of network devices including device name, function, manufacturer, serial number, model number, date of purchase, location, MAC, IP address, URL, licensing and warranty information. Agencies shall keep their inventory current in accordance with the CISP Change Control Policy and make it available to the Information Security Operations Center (ISOC) and the Colorado Security Incident Response Team (CSIRT).

7.1.6.2. Network Diagrams

Diagrams of network connections that define the function, name, manufacturer, location, IP address, URL, licensing, and capacity of network and security devices, services, host systems, applications and data storage.

7.1.6.3. Network Operating Procedures

Agencies shall keep and maintain standard operating procedures (SOPs) for the management and use of network devices.

7.1.7. Network Administration

Administrative functions are to be performed directly on the console or inside an encrypted channel.

7.1.7.1. Network Device Access Control

All network equipment (routers, switches, hubs, firewalls, VPN gateways, dial-in servers, etc.) must comply with the Access Control Policy (P-CISP-008) by requiring the use of unique user IDs and complex passwords or tokens for administration, and all administrative sessions must be encrypted.

7.1.8. Monitoring and Reporting

All network systems shall provide monitoring and reporting capabilities.

7.1.8.1. System Monitoring

Agencies shall perform Fault, Configuration, Access, and Security monitoring on all network equipment that supports the infrastructure. The standards for monitoring network infrastructure must be documented in the ACSP.

7.1.8.2. Performance Management

Capacity and Utilization Management of all network and security devices shall be tracked to help ensure delivery of service.

7.1.8.3. System Logging

All Networking devices must provide logging capabilities in accordance with Systems and Applications Security Operations Policy (P-CISP-007).

7.1.8.4. Incident Reporting

Anomalous behavior identified on network components must be reported to the Agency Information Security Officer (ISO) and Information Security Operations Center (ISOC) as a suspected incident in accordance with the Incident Response Policy (P-CISP-002) and the Colorado Security Incident Response Plan (CSIRP).

7.1.9. Audits and Testing

7.1.9.1. Internal Testing

7.1.9.1.1. Periodic internal testing, including vulnerability tests and penetration tests, will be performed to verify compliance to these policies and regulatory requirements.

7.1.9.1.2. Security and vulnerability assessments are to be performed at least once per year and results made available to the State CISO. Vulnerability analysis is also conducted after any significant infrastructure or application upgrade or modification .

7.1.9.2. External Testing

7.1.9.2.1. Periodic external testing, including vulnerability tests and penetration tests, will be performed to verify compliance to these policies and regulatory requirements. Security and vulnerability assessments are to be performed at least once per year and results made available to the State CISO.

7.1.9.2.2. Independent testing to satisfy this requirement may be accomplished by the Office of Information Security, the Office of the State Auditor, or an authorized third party. Vulnerability analysis is also conducted after any significant infrastructure or application upgrade or modification.

8. RESPONSIBILITIES:

8.1. IT Head

    8.1.1. Defines, maintains, and enforces written procedures for network operations.

    8.1.2. Supports the implementation and maintenance of the policy requirements with appropriate budget for staff and IT resources.

8.2. Agency Information Security Officer (ISO)

    Oversees network engineering projects and ensures the requirements in this policy are upheld.

8.3. Agency Staff

    Administers and supports the technical requirements of this policy to include reporting to the IT Head and ISO.

9. COMPLIANCE:

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION:

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: SYSTEMS AND APPLICATIONS SECURITY OPERATIONS**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   Agencies shall protect information assets, data and reputation while providing a secure framework for the operation of Systems and Applications. All agencies shall implement technical controls identified in the Agency Cyber Security Plan and justified by the Agency Risk Assessment in accordance with the Colorado Information Security Program.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. C.R.S. 24-37.5-401(1), C.R.S. 24-37.5-403(2)(b)-(c), C.R.S. 24-37.5-404(2)(b)

   5.2. OWASP and Microsoft Security Development Lifecycle (SDL), and WASC.

   5.3. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-40, Version 2, "Creating a Patch and Vulnerability Management Program."

   5.4. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-44, Version 2, "Guidelines on Securing Public Web Servers."

   5.5. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Rev. 3, "Recommended Security Controls for Federal Information Systems and Organizations"

   5.6. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-64, Rev. 2, "Security Considerations in the Information System Development Life Cycle."

   5.7. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-95, "Guide to Secure Web Services."

6. DEFINITIONS:

6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies.

7. REQUIREMENTS:

The Agency IT Head, in conjunction with the Agency Information Security Officer, shall define, maintain and enforce written procedures for systems network operations that include the inventories, processes and procedures for the following activities:

7.1. Access Controls

In accordance with Access Control Policy, P-CISP-008, all Agencies shall ensure unique user IDs, proper password usage, and monitoring of user login attempts. At a minimum, procedures are to be implemented to enforce the following systems access controls:

7.1.1. User Identification

7.1.1.1. Unique User Name

All systems must require and implement unique user names for authentication.

7.1.2. Logical Access Controls

7.1.2.1. Password Management

Password Management is to be followed according to the password section of the Access Control Policy, P-CISP-008.

7.1.2.2. Automatic Logoff

Systems are set to automatically log off users or enable session-locking mechanisms after a maximum of 15 minutes of inactivity.

7.1.2.3. Failed Password Attempts

Accounts are locked out for a period of time after three failed log-in attempts. For Administrator accounts, System Administrator reset procedures are required to enable locked accounts.

7.1.2.4. Least Privilege

Agency-level policy and procedures dictate standards for granting systems access at a level commensurate with job responsibilities assigned to each user and the principle of least privilege in accordance with the CISP Access Control Policy, P-CISP-008.

7.1.2.5. Individual Administration Credentials

Agencies are to ensure system individual administration credentials (e.g., username and password, token, and pass phrase) are not shared.

7.1.2.6. Remote Administration Encryption

Agencies are to ensure that remote system administration sessions (e.g., telnet or http connections for administrative purposes) are encrypted (e.g. SSH or SSL).

7.1.3. Physical Access Controls

7.1.3.1. Access

The Agency shall maintain physical access controls according to the CISP Access Control Policy, P-CISP-008, and CISP Physical Security Policy, P-CISP-010.

7.1.4. Log-on Monitoring

Log-in monitoring shall be conducted according to procedures supporting the monitoring section of the CISP Access Control Policy, P-CISP-008.

7.1.5. Log-on Banner and Reminders

7.1.5.1. Log-on Banner

All State applications and/or applications containing state data should have a log-on banner. Each Agency shall enforce the use of log-on banners to remind each state system user of his/her responsibilities while accessing state systems. Specific verbiage is not provided here, but the log-on banner must contain the following:

7.1.5.1.1. Privacy

Use is being monitored; users have no expectation of privacy.

7.1.5.1.2. Sanctions

Use of the system confirms acceptance of the Agency Cyber Security Plan and sanctions for non-compliance.

7.1.5.1.3. Security Incidents

Attempts to defeat security mechanisms are treated as a security incident and are potentially subject to civil and/or criminal penalties.

7.1.5.1.4. Acceptable Use

Use of the system confirms acceptance of the System Access and Acceptable Use Policy, P-CISP-013.

7.2. System Administration and Engineering

System Administration and Engineering activities shall be optimized to protect sensitive information in addition to providing a platform to meet the Agency's functional and operational requirements. At a minimum, each Agency defines and publishes procedures, diagrams and inventories to accomplish the following:

7.2.1. Inventory and Maintenance Records

7.2.1.1. Inventory

Inventory critical systems, applications, and any specific proprietary system Information and maintain this inventory for Disaster Recovery purposes in accordance with the Change Control Policy, P-CISP-009.

7.2.1.2. Available to CSIRT

Agencies are to keep its inventory current and make it available to the Colorado Security Incident Response Team (CSIRT).

7.2.1.3. Notify ISOC

Agencies are to notify the Information Security Operations Center (ISOC) when inventories are updated and share the updated information with the ISOC.

7.2.2. Perimeter Security

Each Agency deploys and maintains perimeter security protection in accordance with the Network Operations Policy, P-CISP-006, which includes:

7.2.2.1. Public-facing Systems

All Agency public-facing systems must be deployed in a DMZ that controls both ingress and egress from both internal and external networks.

7.2.3. Backup and Recovery

The Agency IT Head shall establish data back-up procedures to recover information according to recovery objectives established in the Agency Disaster Recovery Plans and in accordance with the Disaster Recovery Policy, P-CISP-004.

7.2.4. Encryption

7.2.4.1. Sensitive Information

The Agency IT Head shall enforce encryption controls for sensitive information in transmission and during storage on state systems as justified by the Data Handling and Disposal Policy, P-CISP-011.

7.2.5. Training

7.2.5.1. Ensure Training

All Agencies shall ensure that system administrators and system developers are sufficiently trained and skilled to perform their duties.

7.2.6. Acceptable Use Policy (AUP)

7.2.6.1. AUP Compliancy

The Agency IT Head shall ensure that all employees and vendors have signed an Acceptable Use Policy, in accordance with System Access and Acceptable Use Policy, P-CISP-013, for any person who will have access to production systems, production data, and/or production source code.

7.3. Change Control and Configuration Management

In accordance with Change Control Policy, P-CISP-009, all Agencies are to ensure changes to systems are approved in a controlled manner and the system configuration information is consistent with an approved baseline.

7.3.1. Minimum Hardening

Servers, workstations, network devices, and security systems hardening are implemented according to standards approved by each Agency and identified in the Agency Cyber Security Plan. At a minimum:

7.3.1.1. Minimum Documentation

Document the purpose of each system with the minimum server and software required for proper system operation.

7.3.1.2. Disable Non-essential Services

Install minimum hardware and software to accomplish the specific purpose and disable non- essential services.

7.3.1.3. Security Configuration Best Practices

Establish and implement standards consistent with best practices as adopted by the Office of Information Security (OIS). Currently, OIS has adopted and follows the Center for Internet Security benchmarks for network, application, and system hardening practices.

7.3.1.4. Logging

Enable logging on all systems in accordance with Agency Standards and in compliance with the Colorado Information Security Program (CISP) Security Metrics and Measurement Policy, P-CISP-017.

7.3.1.5. Remove Defaults

Remove all guest accounts and default passwords.

7.3.1.6. Testing

Test all system configurations prior to deployment.

7.4. Patch Management

7.4.1. Current Patches

All Agencies shall ensure operating systems and application software is kept current with vendor- issued security patches.

7.4.2. Monitor Vulnerabilities and Mitigate

Each Agency shall establish procedures to monitor vulnerability warnings from manufacturers, regulators, industry sources, and the Information Security Operations Center (ISOC). Response to ISOC vulnerability warnings is made to the ISOC within 72 hours with a description of the planned mitigation activities and the time frames in which they are to occur.

7.4.3. Scanning

Agencies are to routinely scan all critical and general support systems for vulnerabilities and missing patches.

7.4.4. Patch Windows

Agencies are to describe the acceptable windows for applying patches according to their criticality as published by the Vendor in their Agency Cyber Security Plan (ACSP).

7.5. Malicious Code Protection

All agencies shall establish procedures and controls that meet the following objectives:

7.5.1. Malicious Software Protection

Each Agency describes its Malicious Code protection controls in the ACSP. At a minimum it includes:

7.5.1.1. Virus Protection

Deploying virus protection software on all Agency workstations and at the e-mail gateway.

7.5.1.2. Virus Scanning

Configuring virus protection software to perform a full scan at least weekly.

7.6. Monitoring and Reporting

All Agencies shall, at a minimum, monitor anomalous system activity. All suspicious activities are to be reported to the Agency ISO and handled as a Security Event in accordance with the Incident Response Policy, P-CISP-002.

7.6.1. System Logging

Logging is enabled for each critical system in accordance with the Access Control Policy, P-CISP-008,

7.6.2. Log Retention

System and Application Logs for critical systems are maintained for a period of at least one year at least one year part of the Colorado Security Incident Response Plan (CSIRP). See the CSIRP for forensic log retention requirements.

7.7. System Backups

7.7.1. Data Recovery Plan

All Agencies shall perform system backups in accordance with business continuity needs and the Disaster Recovery Policy P-CISP-004.

7.7.2. Backup Storage

Backups are to be stored in a separate facility than the Agency IT resources that they back up and in secure containers consistent with the Data Handling and Disposal Policy, P-CISP-011.

7.8. Control Exceptions

All exceptions must be made with formal permission from the State CISO through the agency ISO.

8. RESPONSIBILITIES:

8.1. Agency Executive Director (ED)

8.1.1. Ensures adequate budget is allocated to the IT staff to support the required controls in this policy.

8.1.2. Ensures training initiatives that support the introduction of new technology are funded appropriately.

8.2. IT Head

8.2.1. Ensures the Agency Cyber Security Plan appropriately addresses the controls in this policy.

8.2.2. Ensures the functions supporting these controls are sufficiently budgeted for and include all labor and capital expenditures.

8.2.3. Reviews the deliverables of these controls and uses the outputs to drive an Agency Improvement process.

8.2.4. Ensures administrator training is accounted for when introducing new technology into the environment.

8.3. Agency Information Security Officer (ISO)

Monitors technical safeguards and systems security controls.

8.4. Agency IT Staff

Deploys technical safeguards and systems security controls.

9. COMPLIANCE

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: ACCESS CONTROL**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   Agencies shall limit user access to the minimum required to perform assigned duties. Access control mechanisms for systems must be established by each Agency and incorporate the need to balance access limits with the need to execute business functions.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4)."State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. C.R.S. 24-37.5-401, C.R.S. 24-37.5-403, C.R.S. 24-37.5-404, C.R.S. 24-37.5-404.5, C.R.S. 24-37.5-405, C.R.S. 24-37.5-406

   5.2. Federal Information Processing Standard (FIPS) 200, "Minimum Security Requirements for Federal Information and Information Systems

   5.3. Federal Information Processing Standard (FIPS) 199, "Standards for Security Categorization of Federal Information and Information Systems"

   5.4. ISO/IEC 27002:2005 - Information technology -- Security techniques -- Code of practice for Information security management

   5.5. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-46, "Guide to Enterprise Telework and Remote Access Security"

   5.6. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, "An Introduction to Computer Security: The NIST Handbook", Chapter 17, "Logical Access Control"

6. DEFINITIONS:

6.1. Security Enclave

6.2. A logical boundary surrounding all resources that are controlled and protected. The protected resources are called a domain (or enclave or protected sub-network). There may be overlapping domains of varying protection, so that the most sensitive resources are in the innermost domain, which is the best protected. The security perimeter may be protected by physical controls, identification and authentication, or encryption, as well as other forms of access control.

6.3. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies

6.4. Access Control

6.5. Access controls are typically logical controls designed into the hardware and software of a computing system. Identification is accomplished both under program control and physical controls.

6.6. Terms and Definitions

6.7. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

7. REQUIREMENTS:

All Agencies shall develop and implement policies and procedures that support the following:

7.1. Hiring Practices

7.1.1. New Employee Orientation

Agencies shall develop procedures that ensure that prior to granting access to sensitive systems and data, all new hires have received orientation and training that includes their responsibilities for protecting confidential information.

7.1.2. Acceptable Use Policy

All new hires shall sign the Agency-appropriate Acceptable Use Policy, or letter of compliance, before being granted access to sensitive systems and data.

7.2. Transfer / Termination Practices

    7.2.1.   Staff Resignation

        7.2.1.1. Resignation Notification

Agencies are to develop procedures that ensure staff supervisors immediately notify the Agency's IT group responsible for granting and revoking access upon receipt of a subordinate's resignation.

        7.2.1.2. Access Exceptions

Agencies are to develop procedures that govern determining whether access privileges are to be continued for the notice period, adjusted temporarily, or immediately terminated upon an employee's resignation.

        7.2.1.3. Access Reconciliation

Agencies are to develop procedures that ensure lists of terminated staff are reconciled with user accounts on Agency IT systems so that all access credentials are revoked, retrieved, changed, or otherwise become inaccessible to the terminated staff member.

        7.2.1.4. Physical Access

Agencies are to adhere to procedures that support the termination of physical access, in accordance with the Physical Security Policy, P-CISP-010.

    7.2.2.   Staff Termination

        7.2.2.1. Agency Notification

Agencies are to develop procedures that ensure the IT group responsible for granting and revoking access is notified immediately upon termination of a staff member.

        7.2.2.2. Immediate Termination

The IT Department is to implement procedures to immediately terminate all facility and system access rights on notice of termination.

    7.2.3.   IT Staff Resignation, Termination, and Transfer

        7.2.3.1. IT Termination

Agencies are to ensure the above procedures for staff resignation or termination are followed for IT staff resignation or termination.

7.2.3.2. Administrative Password

Account Passwords used for administration, paying special attention to any administrative passwords (such as "root"), is to be changed immediately on all systems when an IT staff member resigns, is transferred, or is terminated.

7.2.4. System Access Request

7.2.4.1. Employee File or Staff Record

Agencies are to develop procedures that ensure, prior to initial access, each Agency's Human Resources (HR) representative has verified that an Agency Acceptable Use Policy (AUP) has been distributed to each user and a record of receipt and acknowledgement is maintained in the user's employee file or staff record.

7.2.4.2. Record Retention

Agencies are to retain written records of IT System Access Requests, changes, terminations, and transfers for one year after the term of employment.

7.2.4.3. System Owner

All Agency systems are to have a "System Owner" that is responsible for approving and disapproving access requests for each given system. The System Owner grants access to requestors using a "least privilege" methodology.

7.2.4.4. Physical Security

All Agencies are to employ a similar Access Request procedure for granting access to Sensitive Areas. See Physical Security, P-CISP-010, for details.

7.2.5. Access Credentials

7.2.5.1. No Anonymous Access

Systems, which are not intended to be used anonymously, must require a unique username to access.

7.2.5.2. Unique Password

All systems must at a minimum require a password or other unique, private token to be validated prior to access.

7.2.5.3. System Administrators

System Administrators must have individual accounts or use utilities such as "sudo" or "Run As" to perform system administration tasks.

7.2.5.4. Service Accounts

Service accounts must be unique per application and not allow interactive access by providing a user shell.

7.2.5.5. Privileged Accounts

Privileged accounts are not to be used for non-administrative uses if possible. System administrators are to use their individual access accounts when making changes to systems to ensure accountability.

7.2.6. Password Requirements

7.2.6.1. Strong Passwords

Strong passwords are required to log in to critical state systems.

7.2.6.2. Strong passwords must:

7.2.6.3. Password Length

Be at least eight (8) characters in length.

7.2.6.4. Password Rotation

Be changed at least every 90 days.

7.2.6.5. Password Complexity

Require the use of three out of four of the following:

- Capital letters
- Lower case letters
- Numbers
- Special characters

7.2.7. Log-in Requirements

7.2.7.1. Logging Attempts

All systems must record successful and failed access attempts.

7.2.7.2. Unique IDs

Users are required to utilize their own individual, unique User IDs when logging in to the Agency networks and applications.

7.2.7.3. Technical controls

Where technically feasible, technical password controls must be implemented that enforce the guidelines in this document.

7.2.8. Portable Computers

7.2.8.1. Portable Devices

Portable systems must be considered a stand-alone "enclave" and, therefore, have a local firewall deployed to restrict access to it.

7.2.8.2. Disk Encryption

Portable systems (laptops) must use full disk encryption with pre-boot authentication enabled (see Mobile Computing Policy, P-CISP-018).

7.2.9. Role Based / Least Privilege Access

7.2.9.1. Least Privileged

System owners must ensure that system roles are defined, establish varying levels of access, and are appropriate for the varying levels required for users to perform their job duties.

7.2.9.2. Minimum Access

Roles must only be granted based on the minimum functions required by users to perform their duties, including system or service accounts.

7.2.9.3. Approval

The data owner must approve role access requests.

7.2.9.4. Access Request Form

Roles must be clearly listed on a System Access Request Form.

7.2.10. Administrative Credentials and Sessions

7.2.10.1. Encryption

Connections to the systems to perform administrative functions must be encrypted (e.g., SSH, SSL, RDP).

7.2.10.2. Multiple Factor

Administrative credentials must use two-factor authentication or must adhere to password standards in this document if not using two-factor authentication. If using a password, it must be changed at least every 90 days.

7.2.11. Physical Access Controls

7.2.11.1. Physical Security

Specific physical access control guidance can be found in the Physical Security Policy, P-CISP-010.

7.2.12. User Identification

7.2.12.1. Shared Accounts

Group accounts are to be avoided wherever possible. In the event shared accounts are required for administrative use, utilities such as "sudo" or "Run As" are used in conjunction with the appropriate logging level to provide traceability.

7.2.12.2. Guest Accounts

Guest accounts are to be disabled.

8. RESPONSIBILITIES:

8.1. State CISO

Establish and maintain the Colorado Security Incident Response Plan (CSIRP), which provides requirements and guidance at an organizational level for the State Agencies.

8.2. Agency Executive Director (ED)

Ensures the appropriate resources needed to accommodate the successful implementation of state security policies. Resources may include hardware, software, personnel, procedures, and funding.

8.3. IT Head

8.4. Assists the Agency ED, State CISO and Agency ISO to ensure successful implementation of State security policies.

8.5. Agency Information Security Officer (ISO)

8.5.1. Ensures successful implementation of the State security policies.

8.5.2. The CISO shall ensure the appointment of an Information Security Officer (ISO), an Agency staff member or contractor, who has appropriate information security experience and Agency environment knowledge.

9. COMPLIANCE:

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: CHANGE CONTROL**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   All Agencies and their business partners shall develop, disseminate, implement, and periodically review a formal documented Configuration Management and Change Control Program that addresses purpose, scope, roles, responsibilities, and compliance with regulations and this policy. In addition the agency and its business partners are to develop and enforce formal, documented procedures to facilitate the implementation of the Configuration Management and Change Control Program.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. C.R.S. 24-37.5-401(1), C.R.S. 24-37.5-403(2)(b)-(c), C.R.S. 24-37.5-404(2)(b), 404.5(1)(b)

   5.2. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Rev. 3, "Recommended Security Controls for Federal Information Systems and Organizations"

   5.3. ISO/IEC 27002:2005 - Information technology -- Security techniques -- Code of practice for Information security management

6. **DEFINITIONS:**

   6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

   6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies

6.3.   System Owner

Official responsible for the overall procurement, development, integration, modification, or operation and maintenance of an information system and the information it contains.

6.4.   Configuration Management

Process for consciously configuring hardware, firmware, software, and documentation to ensure the information system is protected against improper use or unintended failure before, during, and after system implementation.

6.5.   Change Control

Process for controlling modifications to hardware, firmware, software and documentation to ensure the information system is consistently available to users and for ensuring the system and data it contains are protected from improper modifications before, during, and after the system implementation.

6.6.   Change Control Authority (Board)

Is an individual or group with authority to approve or disapprove changes to the system.

7.   **REQUIREMENTS:**

Each Agency shall implement a documented Change Control Process and have it approved by the IT Head. This process must contain, at a minimum:

7.1.   Inventory

An Agency must complete the inventory of the critical systems, their components, and the baseline configuration of those components. This inventory is to be maintained to always reflect the current state.

7.2.   System Changes

System changes must be documented and approved in advance by a Change Control Authority, as designated by the Executive Director.

7.3.   Prioritize on Business Needs

An Agency must specify requirements and prioritize the timing and methodology to implement changes based upon the business need. The change control process is to accommodate immediate updates to remediate system vulnerabilities and implement required virus protection while at the same time accommodating systematic architectural changes to critical systems or applications.

7.4. Cyber Risk Assessment

Prior to approving changes, the Agency conducts a Information Security risk analysis to ensure that the availability, confidentiality, and integrity of the system and the data it contains are maintained or added during and as a result of the proposed change.

7.5. Approval

The changes must have approval by the Agency ISO and system owner.

7.6. Major Systems

Changes to Major Systems must be tested for security control effectiveness prior to implementing the change in a production environment.

7.7. Configuration Management Documentation

Configuration Management documentation must be updated to reflect the current state of the system once any change has occurred.

7.8. Authorized Personnel

System changes must be applied only by authorized personnel.

7.9. Provisions for Emergencies

The Change Control procedures in place within the Agency must contain provisions for emergency system changes and approval or documentation of the change after the emergency change has been implemented.

7.10. Validation on Security Devices

Another similarly- qualified individual must review changes made to security devices by one individual. "Similarly qualified" may be defined by the Agency at its discretion.

7.11. Automated Process

Changes must be documented and reviewed through an automated process to ensure that unauthorized changes to critical devices are detected and alarmed automatically, or at a minimum, that all changes are logged and the logs are reviewed on a regular basis.

7.12. Disciplinary Consequences

The Agency must have an enforceable disciplinary consequences for making unauthorized changes to critical systems.

7.13. Annual Auditing

A process for auditing the effectiveness is to be conducted at least once a year. The annual audit requirement is to be part of the annual self-assessment process in accordance with the Colorado Information Security Program (CISP) Security Review and Audit procedures.

8. **RESPONSIBILITIES:**

   8.1. Agency Executive Director (ED)

      8.1.1. Delegates authority to the IT Head for appointing members to the change approval authority.

      8.1.2. Approves the establishment of a change approval authority with cross-functional Membership.

   8.2. IT Head

      8.2.1. Reviews and approves the Agency change control procedures.

      8.2.2. Appoints members of the Change Control authority.

   8.3. Agency Information Security Officer (ISO)

      Monitors the effectiveness of the Change Control Process through periodic formal or informal audits.

   8.4. Agency IT Staff

      Adheres to the Change Control Process in the course of performing job duties.

9. **COMPLIANCE:**

   All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. **EXPIRATION:**

   This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: PHYSICAL SECURITY**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   Agencies and their business partners shall limit physical access to the system, network, and data to only those authorized personnel who require access to perform assigned duties. Where systems are deployed in areas where controls may not completely restrict access to only authorized personnel, a compensating control must be deployed to identify unauthorized access to systems, networks, and data.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. C.R.S. 24-37.5-401(1), C.R.S. 24-37.5-403(2)(b)-(c), C.R.S. 24-37.5-404(2)(b), 404.5(1)(b)

   5.2. P-CISP-001 - Cyber Security Planning Policy

   5.3. P-CISP-007 - System and Applications Security Operations Policy

   5.4. P-CISP-008 - Access Control Policy

   5.5. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, Chapter 15, "An Introduction to Computer Security: The NIST Handbook"

   5.6. ISO/IEC 27002:2005 - Information technology -- Security techniques -- Code of practice for Information security management

6. DEFINITIONS:

6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies.

7. REQUIREMENTS:

7.1. Physical Security Plans

All departments are to develop Physical Security Plans that support the guidelines of this policy and are to document a Plan of Action and Milestones for modifying facilities that do not meet these standards.

7.2. Define Sensitive Areas

All Agencies are required to define areas of their facilities that meet the following definition of a Sensitive Area:

7.2.1. Sensitive Areas are areas within a facility that contain systems that store, process, or transmit data on behalf of the State. The boundaries of this area are the closest doorways that provide access to this area. Separate Sensitive Areas may be grouped together to form a single Sensitive Area if there is a common ingress/egress point and if all individuals that would require entry through that common point have "need-to-know" established for all concentric areas.

7.3. Approval

Access to Sensitive Areas shall be granted based on approved requests in accordance with the Access Control Policy, P-CISP-008.

7.4. Protective Measures

The following protective measures must be implemented by each Agency:

7.4.1. Building Perimeter Security

7.4.1.1. External Doors

All external doors except for a door into a reception area must be locked at all times and must require keys, cipher codes, or proximity badges to enter.

7.4.1.2. Visitors

All visitors obtaining access to Sensitive Areas must register at the reception area and remain supervised when on the premises.

7.4.1.3. Unattended Facilities

Doors and windows must be locked and alarms activated (if applicable) when the facility is unattended.

7.4.2. Internal and Local Area Network (LAN) Security

7.4.2.1. Restricted Access

Access to all infrastructure computing/networking devices [i.e., routers, hubs, firewalls, servers, Private Branch Exchanges (PBX), etc.] must be restricted to Agency staff with a demonstrated need for recurring access. Separate physical control and access verification must be provided for facilities housing these devices.

7.4.2.2. Network and Port Security

Access to other network infrastructure components, such as network cables and Network Connection Points (ports), must be controlled to prevent unauthorized intrusion into the network. Network device authentication must be used to prevent unauthorized intrusion into networks with sensitive data. Network Connection Points (ports) must be disabled when not in use. At a minimum, internal network connection points (ports) are not to be available in unmonitored or unrestricted publicly-accessible areas. Where appropriate, these areas are to be secured and marked as restricted.

7.4.2.3. Employee Termination

When employment is terminated, all physical access to State of Colorado facilities must be revoked immediately and all physical access tokens (i.e., IDs, keys, magnetic stripe cards, etc.) must be recovered.

7.4.2.4. Support Equipment

Support equipment such as fax machines and copiers are to be placed in secured areas to avoid inadvertent access, which could compromise information. The secure areas are to be positioned to monitor access to the sensitive systems. If physical monitoring is not possible, the department manager should consider placing a video monitoring device to meet monitoring requirements.

7.4.2.5. Unique User Identification

Unique User Identification is required for entry to Sensitive Areas.

7.4.3. Workstation Security

Access controls policies and procedures for network access are governed by AccessControl Policy, P-CISP-008, and System and Applications Operations Policy, P-CISP-007. In addition, procedures are to be developed using the following guidelines:

7.4.3.1. Inadvertent viewing

Position workstation monitors to limit inadvertent viewing by unauthorized personnel. If not, possible monitor filters are to be used.

7.4.3.2. Unattended Workstations

User workstations must not be left unattended when logged in to sensitive systems or accessing sensitive data. Automatic log off or password-protected screen savers that activate within 15 minutes are to be deployed to enforce this requirement where feasible.

7.4.3.3. Sensitive Information

All equipment that contains sensitive information is to be secured to deter theft. In the case of mobile computing devices, all sensitive data must be encrypted when removed from state facilities. If this is not possible, the system must not be left unattended.

7.4.4. Data Center Security

7.4.4.1. Sensitive Area

All agency Data Centers, computer rooms, and wiring closets must be categorized as a Sensitive Area.

7.4.4.2. Visitor Escorts

An IT department representative must accompany all visitors, vendors, and state staff that do not have the appropriate access credentials while accessing a computer room, Data Center, or wiring closets.

7.4.4.3. Records

A record of all access to Data Centers and wiring closets is to be maintained for a minimum of one year.

7.4.4.4. System Backups

System backups are secured in accordance with System and Applications Security Operations Policy, P-CISP-007.

7.4.4.5. Network Connection Points

Network Connection Points (ports) must be disabled when not in use.

7.4.4.6. Facility Requirements

Perimeter walls of the Data Center are to be floor-to-ceiling (sub-floor to ceiling slab) and properly sealed to ensure effectiveness of access controls, cleanliness, and cooling. The rooms and doors are to be constructed with sufficient strength to deter entry by an intruder and are to cause significant damage if an intruder attempts unauthorized access.

7.4.4.7. CCTV

A CCTV or other monitoring system is to record all entry and exit in the Data Center.

7.4.4.8. Card Key

Card key access is required to gain entry into rooms storing sensitive systems and data. Key code entry is an alternative only if the key coded access is combined with video monitoring.

7.4.4.9. Card Key Logging

The card key system is to record date, time, and card holder name for all users entering the room and must enforce user privilege restrictions.

7.4.4.10. Power Sources

Each critical device is to be served by dual power sources. In the event one power source fails, the second power source continues operations for at least 15 minutes.

7.4.4.11. Fire Suppression

Each room storing sensitive systems and data should be protected with a smoke detection and a class C fire suppression system in the Data Center or computer rooms. Fire suppression equipment is to be inspected annually to validate that it meets specifications and local ordinances.

7.4.4.12. Fire Alarms

Fire alarms and a Type C Fire extinguisher are to be available in all State of Colorado computing facilities in case of an electrical fire.

7.4.4.13. Local Fire Departments

Local fire departments are to be informed of the existence of the Data Center and coordination of fire procedures.

7.4.4.14. UPS

A UPS is to be used to power all server equipment.

7.4.4.15. Generators

Generators are to be in place to provide continuous electrical power in the event of an extended utility outage. Generators must also provide power to the HVAC and life-safety systems that support the Data Center.

7.4.4.16. Risk Management Processes

Before the addition of any new equipment, the IT department is to assure that rack capacity, electrical capacity, cooling capacity, and bandwidth capacity are available as part of the department's Risk Management Processes.

7.4.4.17. Air Flow

All flows of air, gas, and water into the computing facility must have shutoff valves and provide positive drains.

7.4.4.18. Multiple Protection

Multiple layers of protection are to be instituted to protect access to the Data Center. Access to the Data Center requires an additional key or separate badges issued by or on approval from the agencies Information Security Officer.

7.4.4.19. Emergency Lighting

Emergency lighting is to be maintained in both the computer room and other areas of state facilities where sensitive information is stored.

8. RESPONSIBILITIES:

8.1. AGENCY EXECUTIVE DIRECTOR (ED)

8.1.1. Ensures that adequate funding is allocated to support the required physical controls identified in this policy.

8.1.2. Delegates the role of Physical Security Personnel in lieu of having dedicated personnel on staff.

8.2. Physical Security Staff or Personnel with Delegated Responsibility

8.2.1. Keep all external doors locked at all times with exception of reception area door; responsible for activating all alarms (if applicable) and locking doors and windows when facility is unattended.

8.2.2. Revoke physical access and physical access tokens of terminated employees.

8.3. IT Head

    8.3.1. Ensures the physical locations used to house IT systems uphold the standards in this document.

    8.3.2. Ensures IT Department Personnel are fully trained in physical security practices.

8.4. Agency Information Security Officer (ISO)

    8.4.1. Evaluates physical security controls for adhering to this policy in Agency Risk Assessment activities.

    8.4.2. Makes remediation recommendations that uphold this policy.

8.5. Agency IT Staff

    8.5.1. Accompany all visitors, vendors, and other unauthorized personnel while accessing computer room, data center, or wiring closets.

    8.5.2. Ensure physical access to infrastructure components is controlled by monitoring access to sensitive IT systems.

8.6. Users

    8.6.1. Do not leave user workstations unattended when logged in to sensitive systems or accessing sensitive data.

    8.6.2. Position monitors and system terminals to limit inadvertent viewing by visitors or unauthorized system users.

9. COMPLIANCE:

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: DATA HANDLING AND DISPOSAL**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

   The majority of data used to deliver services to the citizens of Colorado is subject to public disclosure as a public record. However, this policy provides guidelines to protect data that contains information that has been excluded from public records. Data that has been excluded from public records includes data subject to protection under federal regulations.

3. **POLICY:**

   All Agencies shall develop and maintain procedures to protect non-public information while it is being collected, processed, stored, or transported in electronic form. Agencies shall provide resources to perform these actions and train departmental staff on the procedures. In addition to protecting non-public information, agencies shall comply with all federal and state privacy and data security regulations, as well as contractual obligations to protect information.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. C.R.S. 24-37.5-401(1), C.R.S. 24-37.5-403(2)(b)-(c), C.R.S. 24-37.5-404(2)(b)

   5.2. C.R.S. 24-72-204 for public record exemption

   5.3. ISO/IEC 27002:2005 - Information technology -- Security techniques -- Code of practice for Information security management

6. DEFINITIONS:

6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies

7. REQUIREMENTS:

7.1. Enforcement

All Public Agencies must establish and enforce policies and procedures that address:

7.1.1. Methods

Methods of storage, transmission, and destruction when in electronic format or when in paper if the paper originated from an electronic format.

7.1.2. Portable

Methods of storage when stored on portable computing systems.

7.1.3. Non-State Systems

Methods of storage when stored on non-state systems (e.g., vendors, contractors).

7.2. Data Categories

All public agencies must define data types and categorize them into the following four levels, according to agency impact:

7.2.1. Unrestricted

Information that would have no measurable impact on the agency in the event of a breach of confidentiality, loss of integrity, or lack of availability.

7.2.2. Level 1

Information that would have little impact on the agency in the event of a breach of confidentiality, loss of integrity, or lack of availability.

7.2.3. Level 2

Information that would have significant financial or operational burden on an agency in the event of a breach of confidentiality, loss of integrity, or lack of availability.

7.2.4. Level 3

Information that is required by federal, state, or local law to be protected, or, in the event of a breach of confidentiality, loss of integrity, or lack of availability would have serious impact to the agency up to and including physical harm to individuals, or that which would cause significant hardship to the agency, state, or commercial entities that have entrusted this data to the agency.

7.2.5. * Any exceptions to this policy must be made with formal permission from the State Chief Information Security Officer (CISO).

7.2.6. ** The Office of Information Security reserves the right to update this list of data categorization based on the future work product of the State's Data Governance Working Group.

7.3. Disposal

All Public Agencies must remove "wipe" electronic data when repurposing systems. This "wipe" must be performed in a manner that is approved by the United States Department of Defense (DOD). This applies to all removable media as well to include but not limited to any USB flash memory devices, external USB drives, floppy disks, CD and DVD re-writable disks, Blu-ray re-writable disks, cell phones, BlackBerries or other PDA type devices, printers, copy machines, or scanners, inclusive of any future removable media technologies and appliances. Removable media must be physically destroyed when disposed of.

7.3.1.   Electronic Deletion/Destruction

Data Type		Electronic Deletion / Destruction
Unrestricted	NS	Standard file deletion.
Level 1		Standard file deletion.
Level 2	SENSITIVE	Data destruction is to be accomplished in accordance with Office of Information Technology (OIT) Data Destruction Policy.
Level 3		Data destruction is to be accomplished in accordance with OIT Data Destruction Policy.

7.3.2.   Disposal Record

Where required by law, regardless of the sensitivity of the data, a record of disposal is to be maintained by the agency. A record of disposal must contain the name of the individual disposing of the data, the method used to dispose of the data, identifying qualities of the data (such as the serial number of the media on which it was stored or a description of the type of data, i.e., USB flash drive, Floppy disk, CD-rom, if applicable), and the date of disposal.

7.4.   Storage

All Public Agencies must implement approved methods of storage for each data type. Electronic destruction is only required when disposing or recycling / repurposing the media. These methods are outlined in the following minimum requirements table:

7.4.1. Electronic Storage

Data Type		Electronic Storage
Unrestricted	**N**	No Requirements.
Level 1		No Requirements.
Level 2	**SENSITIVE**	Encrypted when stored on removable media or on portable systems. Encrypted when stored on systems managed by a vendor performing services for the State.
Level 3		Encrypted when stored on state systems. Encrypted when stored on removable media or on portable systems. Encrypted when stored on systems managed by a vendor performing services for the State. Enable logging to identify access to confidential data and securely-stored

7.5. Transmission and Transportation

All Public Agencies must implement approved methods of transmission for each data type. These methods are outlined in the following minimum requirements table:

7.5.1. Electronic Transmission

Data Type		Electronic Transmission
Unrestricted	N	No requirement.
Level 1		No requirement.
Level 2	SENSITIVE	Data must only be transported or transmitted when protected by an approved encryption solution. When data is stored on electronic media or a mobile computing device, the data must be encrypted at all times during physical transport).
Level 3		Data must **only** be transported or transmitted when protected by an approved encryption solution. When data is stored on electronic media or a mobile computing device, the data must be encrypted at all times during physical transport.

7.6. Media Inventory

The Agency Information Security Officer (ISO) is to maintain a list of storage media with assigned classification. This data classification scheme and the inventory of all agency data by type is a critical element in the Agency completing a comprehensive risk assessment. The inventory is to be updated at least once per year as a part of the risk assessment update. Data classification is to be included in staff orientation and training.

7.7. Handling of Physical Media

7.7.1. Sensitive Information

Sensitive information may be stored on media such as magnetic and optical disks, backup tapes, and other electronic media. Media containing sensitive information is to be appropriately labeled and protected according to its sensitivity as defined in the media classification inventory.

7.7.2. Electronic Media

All electronic media is to be labeled prior to storage or transmission outside the State. Electronic files are to be marked with a label identifying the data type. For systems that provide a dynamic view of data elements that meet the criteria for sensitive information, the Interface is to contain this marking, as well as printed output. Exceptions to this guideline may be addressed in End-User Training.

7.7.3. Information Retention

With the passage of time, sensitive information which was initially collected and retained for a legitimate agency purpose may no longer be necessary to retain for any business purpose. The Agency should defer to policy endorsed by its executive director or the Colorado State Archives for specific direction.

7.7.4. Information Disposal

When disposing of electronic media that previously contained sensitive information, the Agency IT Head is responsible for ensuring that all media is electronically disposed of in accordance with the Colorado Data Destruction and Computers and Other Electronic Media End-Of-Life Policy.

7.7.5. Clean Desk Policy

Employees, when possible, are to secure media containing sensitive information by maintaining a clean desk and/or locking media in a secure room when they are out of the office. Media security may be achieved through locking the door to a private office or locking media in a cabinet or drawer.

8. RESPONSIBILITIES:

8.1. Agency Executive Director (ED)

Ensures the development of and approval of a sensitivity classification scheme for data types.

8.2. IT Head

8.2.1. Works with system owners to identify data types for classification.

8.2.2. Ensures that all personnel are trained in media handling procedures specific to their department.

8.2.3. Ensures IT staff has the appropriate resources to execute this policy.

8.3. Agency Information Security Officer (ISO)

8.3.1. Maintains a list of media types with assigned classification.

8.3.2. Maintains an inventory of systems and their associated data classification.

8.3.3. Assists Agency staff in carrying out this policy.

8.3.4. Reports any violations to this policy to the State CISO in the event the disclosure constitutes an incident.

9. COMPLIANCE:

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: PERSONNEL SECURITY**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   All Agencies shall adhere to a framework for personnel security assurance that includes mechanisms to ensure the integrity of key personnel and that maintains the ongoing security of IT and Information Resources.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. C.R.S. 24-37.5-401, C.R.S. 24-37.5-403, C.R.S. 24-37.5-404, C.R.S. 24-37.5-404.5, C.R.S. 24-37.5-405, C.R.S. 24-37.5-406

   5.2. Federal Information Processing Standard (FIPS) 200, "Minimum Security Requirements for Federal Information and Information Systems

   5.3. Federal Information Processing Standard (FIPS) 199, "Standards for Security Categorization of Federal Information and Information Systems"

   5.4. Security Training and Awareness Policy, P-CISP-015.

   5.5. System Access and Acceptable Use Policy, P-CISP-013.

   5.6. Technical Assistance – Background Checks white paper prepared by the Division of Human Resources in the Department of Personnel & Administration, July 18, 2007 located in the Cyber Security Program Policy Appendix.

6. DEFINITIONS:

6.1.   For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

6.2.   IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies.

7. REQUIREMENTS:

All departments must ensure this policy is upheld within their department.

7.1.   Background Checks

Agencies must:

7.1.1.   Position of Trust

Define "positions of trust" within their agency that are suitable for background checks.

7.1.2.   Definition

Include the definitions of "positions of trust" in the Agency Cyber Security Plan.

7.1.3.   Failure Criteria

Define "failure criteria" for their agency as referenced in the Technical Assistance Background Checks white paper prepared by the Division of Human Services in the Department of Personnel & Administration, July 18, 2007. This shall be documented in the Agency's Cyber Security Plan.

7.1.4.   Initial Background Checks

Perform initial background checks on all new employees or contractors appointed to "positions of trust."

7.1.5.   Ongoing Background Checks

Perform ongoing background check updates on existing employees and contractors in positions of trust at least every three years.

7.1.6.   Included in Background Checks

Ensure the background check includes local criminal, national criminal, credit, education, and reference checks. Include drug testing and credit checks where applicable.

7.1.7.   Recording

Record a pass or fail in the individual's employee file or contractor record.

7.1.8. Passing Criteria

Require passing criteria as a condition of employment as referenced in the Technical Assistance – Background Checks white paper prepared by the Division of Human Resources in the Department of Personnel & Administration, July 18, 2007.

7.1.9. Documenting Procedurs

Document the background check procedures and integrate them into the agency's new-hire or human resources management procedures.

7.2. Training

7.2.1. Security Training and Awareness

See Security Training and Awareness Policy, P-CISP-015, for additional details.

7.2.2. New Employee Orientation

Agencies must provide all new users with Cyber Security Training including the System Access and Acceptable Use Policy, P-CISP-013, as part of new-hire orientation.

8. **RESPONSIBILITIES:**

8.1. State CISO

Establish and maintain the Colorado Information Security Program (CISP), which provides security requirements and guidance at an organizational level for State Agencies.

8.2. Agency Executive Director (ED)

Ensures the appropriate resources needed to accommodate the successful implementation of state security policies. Resources may include hardware, software, personnel, procedures, and funding.

8.3. IT Head

Assists the Agency ED, State CISO and Agency ISO to ensure successful implementation of State security policies.

8.4. Agency Information Security Officer (ISO)

8.4.1. Ensures successful implementation of the State security policies.

8.4.2. The CISO shall ensure the appointment of an Information Security Officer (ISO), an Agency staff member or contractor, who has appropriate cyber security experience and Agency environment knowledge.

8.5. Agency HR Manager

    8.5.1. Coordinates background checks for staff in positions of trust.

    8.5.2. Responds to requests from other State agencies regarding the status of staff background check pass/fail and initial training status.

    8.5.3. Ensures that new hire orientation includes Cyber Security training.

8.6. Agency IT System Administrators

Implements procedures as directed by user supervisors to immediately terminate all facility and system access rights when requested.

9. COMPLIANCE:

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION:

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: SYSTEM ACCESS AND ACCEPTABLE USE**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

   Users of state systems can introduce errors or compromise critical data through intentional or unintentional acts. This policy requires all Agencies to develop an Acceptable Use Policy that governs user behavior when accessing state systems. An effective Acceptable Use Policy mitigates risks to State data and systems introduced by system users.

3. **POLICY:**

   All Agencies shall ensure users of private state systems abide by a common set of minimum criteria and acknowledge that they understand these criteria and agree to comply with them prior to obtaining access to such systems.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. C.R.S. 24-37.5-401, C.R.S. 24-37.5-403, C.R.S. 24-37.5-404, C.R.S. 24-37.5-404.5, C.R.S. 24-37.5-405, C.R.S. 24-37.5-406

   5.2. Federal Information Processing Standard (FIPS) 200, "Minimum Security Requirements for Federal Information and Information Systems

   5.3. Federal Information Processing Standard (FIPS) 199, "Standards for Security Categorization of Federal Information and Information Systems"

   5.4. SANS Sample InfoSec Acceptable Use Policy (AUP).

6. **DEFINITIONS:**

6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies.

7. **REQUIREMENTS:**

Each Agency shall develop an End User Acceptable Use Policy (AUP) specific to its organization's needs. The following requirements apply:

7.1. Purpose

AUPs must state the purpose of protecting Confidentiality, Integrity, and Availability of systems and data.

7.2. Roles and Responsibilities

AUPs must identify roles and responsibilities for managers, employees, and system administrators.

7.3. Sanctions for Non-Compliance

AUPs must contain sanctions for non-compliance.

7.4. AUP Compliance

AUPs must not supercede State or Federal regulations. AUPs must require compliance with the Colorado Information Security Program and Agency Policies..

7.5. Acknowledgement

Agency employees must provide acknowledgement of the terms and conditions outlined in the AUP prior to using private Agency systems. Vendors, contractors, and visitors must provide acknowledgement of the terms and conditions of an AUP prior to using Agency systems.

7.6. Acknowledgment Records

Agencies must record the user's acknowledgement of the AUP and maintain such acknowledgement as long as the agency systems are in use by that user or as required by Human Resources document retention policies.

7.7. Incident Reporting

AUPs must define a security incident and instruct the user how to report suspected and actual incidents.

7.8. Social Networking

AUPs must state who within the agency is permitted to represent the agency on social networking sites or forums.

7.9. Messaging Applications

AUPs must address usage of e-mail, Internet, telephone, remote access, and state applications.

7.10. No Right to Privacy Clause

AUPs must state that the user has no right to privacy when using agency or state systems and that all electronic communications on state systems are monitored.

7.11. End User Responsibility

AUPs must require the end user to use agency and state systems in a responsible, lawful, and ethical manner.

7.12. Legal Responsbility

AUPs must state that users must adhere to all copyright laws, patent laws, and other applicable regulations when using state systems.

7.13. Human Resources

AUPs must address responsibilities for managers with regard to hiring, transfer, and termination procedures for employees or contractors for whom they are responsible.

7.14. E-Mail Acceptable Use

AUPs must state that the use of state e-mail addresses in non-business related is prohibited.

7.15. Hardware and Software Approval Process

AUPs must state that only approved hardware and software may be deployed on Agency IT systems.

7.16. Hardware and Software Requests

AUPs must address the requirement to request all hardware and software utilizing the proper procedures outlined by Information Systems.

7.17. Sensitive Data Handling

AUPs must define a security incident and instruct the user how to report suspected and actual incidents.

7.18. Removable Media Utilization

AUPs must specify the appropriate use of agency-owned and personally-owned removable media or external devices.

7.19. Security Controls

AUPs must state that the disabling of security controls is a violation of policy.

7.20. Unauthorized Hacking Software

AUPs must specifically restrict intentional attempts to compromise state systems or data, to include network scanning, vulnerability scanning, security testing, or password cracking unless specifically authorized.

7.21. AUP Monitoring

Each Agency shall identify in their Cyber Security Program Plan the methods of monitoring for AUP violations, enforcing sanctions, and updating the Agency Cyber Security Plan to include enhancements to user training and awareness.

8. RESPONSIBILITIES:

8.1. State CISO

Establish and maintain the Colorado Cyber Security Incident Response Plan (CSIRP), which provides requirements and guidance at an organizational level for the State Agencies.

8.2. Agency Executive Director (ED)

Ensures the appropriate resources needed to accommodate the successful implementation of state security policies. Resources may include hardware, software, personnel, procedures, and funding.

8.3. IT Head

Assists the Agency ED, State CISO and Agency ISO to ensure successful implementation of State security policies.

8.4. Agency Information Security Officer (ISO)

8.4.1. Ensures successful implementation of the State security policies.

8.4.2. The CISO shall ensure the appointment of an Information Security Officer (ISO), an Agency staff member or contractor, who has appropriate cyber security experience and Agency environment knowledge.

8.5. Agency Staff

Read, understand, and adhere to the policy and cooperating with the Agency ISO, CISO, or other authorized authority in investigations

8.6. Agency Management

Designate individuals to track and ensure all users have read, understand, and agreed with the AUP.

9. COMPLIANCE:

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION:

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: ONLINE PRIVACY POLICY**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   Agencies shall provide a specific statement regarding information privacy to each end-user of public systems administered or operated by the Agency.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. C.R.S. 24-37.5-401, C.R.S. 24-37.5-403, C.R.S. 24-37.5-404, C.R.S. 24-37.5-404.5, C.R.S. 24-37.5-405, C.R.S. 24-37.5-406

   5.2. Federal Information Processing Standard (FIPS) 200, "Minimum Security Requirements for Federal Information and Information Systems

   5.3. Federal Information Processing Standard (FIPS) 199, "Standards for Security Categorization of Federal Information and Information Systems"

   5.4. Better Business Bureau (BBB) Online.

   5.5. COPPA – Children's Online Privacy Protection Act.

   5.6. World Wide Web Platform for Privacy Preferences Project (W3P3P) 1.0.

6. **DEFINITIONS:**

   6.1. 6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

   6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies.

7. REQUIREMENTS:

At a minimum, a link to a privacy statement shall be provided to the user on each "page" that requests private data from a citizen. In the event a site or application interface does not collect private data from users, no privacy notice is required.

7.1. Privacy Notice Requirements

All notices must address:

7.1.1. Personal Information

Rationale for the collection of any personal information and a description of how it will be used and with whom it will be shared.

7.1.2. Security and Integrity Protection

Assertion of security and integrity protection provided to the information collected to prevent unauthorized disclosure or loss.

7.1.3. End-User Options

End-user options regarding restriction on the collection and use of their personal information.

7.1.4. End-User Access

End-user access to collected information and options for identifying and correcting errors.

7.1.5. Record Review

Options for reviewing records of the State of Colorado's compliance with its privacy policy and information security practices.

7.1.6. Misuse and Reporting

Reporting and other options for recourse if the user data is misused.

7.2. Statement of Citizen Privacy and Online Access

To assist each State of Colorado citizen in understanding the rules governing electronic account access, a Privacy Policy Statement is provided on the State of Colorado's Web site.

Office of Information Technology

Colorado
Information Security Program

This statement addresses and documents the applicable laws and regulations, State of Colorado's online privacy principles, specific citizen rights and options, and citizen alternatives for accessing information. A link to this statement is to be provided from each publicly accessible system or Internet site.

8. RESPONSIBILITIES:

8.1. State CISO

Establish and maintain the Colorado Information Security Program (CISP), which provides requirements and guidance at an organizational level for the State Agencies.

8.2. Agency Executive Director (ED)

Ensures the appropriate resources needed to accommodate the successful implementation of state security policies. Resources may include hardware, software, personnel, procedures, and funding.

8.3. IT Head

Assists the Agency ED, State CISO and Agency ISO to ensure successful implementation of State security policies.

8.4. Agency Information Security Officer (ISO)

8.4.1. Ensures successful implementation of the State security policies.

8.4.2. The CISO shall ensure the appointment of an Information Security Officer (ISO), an Agency staff member or contractor, who has appropriate cyber security experience and Agency environment knowledge.

9. COMPLIANCE:

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION:

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: SECURITY AWARENESS TRAINING**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4). All Agencies within the scope of this Policy must support and comply with Section 7.0, Requirements, of this document. For the purposes of this document, an "Agency" includes organizations as defined in C.R.S. 24-37.5-102(5).

3. **POLICY:**

   Agencies shall ensure employees, contractors, and users of private State and Agency systems receive initial and ongoing Information Security Training.

4. **ORGANIZATIONS AFFECTED:**

   This policy document applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. Building an Information Technology Security Awareness and Training Program NIST SP 800-50.

6. **DEFINITIONS:**

   6.1. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies.

7. **REQUIREMENTS:**

   7.1. Agency Cyber Security Plan (ACSP)

   An Agency Cyber Security Plan (ACSP) shall include the following sections, at a minimum.

   7.1.1. Initial Cyber Security Training

   All end users of systems must complete initial Information Security Training.

   7.1.2. Annual Information Security Training Frequency

   All users must complete refresher training annually.

   7.1.3. Annual Information Security Training Update

Training content must be refreshed/reviewed annually.

7.1.4. Reporting

Annual reporting to the CISO of the Agency training completion statistics.

7.1.5. Supplemental Training

Periodic delivery of security awareness training to the staff to review and reinforce best security practices.

7.1.6. Annual Assessment

An assessment is to be administered and scored once initial or refresher training is completed.

7.1.7. Customized Training Alternatives

If the Agency desires it may use customized training for the specific agency business requirements in lieu of State of Colorado Security training. All training must meet minimum state security requirements. Alternate training delivery methods including paper based, live teachings, or other methods are acceptable as long as they meet the State CISO's requirements.

7.1.8. Enforcement

Description of consequences for failure to comply with training requirements must include the possibility of termination.

7.1.9. Tracking

Training completion is to be tracked centrally and should contain a statement by the user that he/she has completed the training and agrees with the System Access and Acceptable Use Policy, P-CISP-013.

7.1.10. Acceptable Use Policy Reference

Information Security Training Content must refer to the Agency's End User Acceptable Use Policy.

7.1.11. Minimum Standards

The Agency Information Security Training Program must meet the following standards:

7.1.11.1. Systems Use - Initial training is required prior to use of State or Agency systems.

7.1.11.2. Executive Enforcement Training program must be approved by an executive with the authority to enforce the sanctions for non-compliance.

8. RESPONSIBILITIES:

8.1. Agency Executive Management

Enforces sanctions on Agency staff members that do not comply with his/her responsibilities.

8.2. IT Head

Ensures appropriate budget and intra- agency executive support is available to support the Agency Information Security Training initiatives.

8.3. Agency Information Security Officer (ISO)

8.3.1. Functions as the Agency Information Security Training Coordinator.

8.3.2. Documents the Agency's training standards in the Agency's Cyber Security Plan.

8.3.3. Coordinates a periodic audit of training program effectiveness and ensures all users receive initial and ongoing training.

8.3.4. Reports the effectiveness of the training program to the CISO and to Agency Executive management.

8.4. Agency Staff

Cooperates with the Agency Information Security Training Coordinator to receive the proper training in a timely manner.

9. COMPLIANCE:

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: SELF ASSESSMENT**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   Agencies must perform annual recurring Information Security Program Self-Assessments to measure adherence to established policies.

4. **ORGANIZATIONS AFFECTED:**

   This policy document applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. ISO/IEC 27002:2005- Information technology -- Security techniques -- Code of practice for information security management.

   5.2. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-115 – Technical Guide to Information Security Testing and Assessment.

6. **DEFINITIONS:**

   6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

   6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies.

7. REQUIREMENTS:

All State Agencies shall perform annual self-assessments that address security controls identified in the Agency Cyber Security Plan and report the results to the State CISO.

7.1. Minimum Requirements

At a minimum, this self-assessment must include:

7.1.1. Annual Vulnerability Self-Assessment of the Information Technology Environment

7.1.1.1. Agency ISOs are to coordinate an annual assessment of Information Technology (IT) systems. The assessment plan is to include systems vulnerability scanning results, risk management plan effectiveness, and operational processes review.

7.1.1.2. The self-assessment report should be delivered to the Agency CIO and the State CISO regarding the operational effectiveness of the Agency Cyber Security Plan and information systems operations.

7.1.1.3. The Agency IT Head is to prepare a plan of action along with the Security Testing and Evaluation report that identifies any future projects intended to enhance the Agency Cyber Security Plan (see the Plan Approval Process in the Information Security Program Policy for details).

7.1.2. Independent Vulnerability Assessment

7.1.2.1. The Agency is to supervise an independent assessment for the effectiveness of the Agency Cyber Security Plan at least once every two years.

7.1.2.2. The assessment may include evaluating systems security parameters and profiles such as access controls, password strength, network privileges, system configuration, vulnerability management, security safeguard implementation, staff training, startup files, and login violations.

7.1.2.3. This may be performed by contracting a commercial entity or by contracting with the Information Security Operations Center (ISOC).

7.1.3. Security Training Report Requirements

7.1.3.1. Training Percentage Complete

Provide a Report of the percentage of system users that are current on Information Security training requirements. The Agency ISO is to assess the overall Security Awareness of the Agency by calculating the percentage of Agency personnel that have completed Information Security Training and quiz in accordance with State and Agency standards.

7.1.3.2. Supporting Materials

In addition provide a description of other Information Security training materials the agency provided.

7.1.4. Gap Analysis

Provide a gap analysis comparing the agencies current policies versus the requirements of the Colorado Information Security policies. The Agency ISO is to oversee an independent gap analysis of the Agency's Cyber Security Plan and supporting policies against the requirements in the Colorado Information Security Policies.

7.1.5. Independent Testing and Self-Assessment Results

7.1.5.1. CISO Testing

The CISO must be allowed to perform independent testing in addition to the Agency's Self-Assessment.

7.1.5.2. Third Party Assessments

Any third party or other required self-assessment reports the agency has performed.

7.1.5.3. ACSP Updates

The results of the self-assessment is used to update the Agency Cyber Security Plan providing action plans to address any gaps or shortfalls. Self-assessment results may identify security vulnerabilities and are therefore exempt from the Open Records Act.

8. **RESPONSIBILITIES:**

8.1. IT Head

8.1.1. Ensures the establishment of the agency's self-assessment program.

8.1.2. Provides sufficient resources to execute the self-assessment program.

8.1.3. Reviews the results of the self-assessment.

8.1.4. Develops plans for corrective actions.

8.1.5. Delivers the results to the State CISO (on behalf of the Executive Director) in accordance with the Agency Cyber Security Plan approval process.

8.2.   OIT Agency Information Security Officer (ISO)

8.2.1.   Coordinates the development of the Agency's self-assessment program.

8.2.2.   Coordinates the performance of the annual self assessment.

8.2.3.   Delivers the results to the Agency IT Head and State CISO.

8.3.   System and Data Owners

8.3.1.   Supports the Agency ISO in the development of the self-assessment program.

8.3.2.   Supports the execution of the self-assessment.

9.   COMPLIANCE:

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: SECURITY METRICS AND MEASUREMENT**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   Agencies shall record, review, and report key indicators that provide insight into the effectiveness of the Agency Cyber Security Plan. These key indicators shall be used to prioritize process improvement initiatives designed to improve the cyber security posture of the Agency through internal review processes and via consultation with the CISO.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. ISO/IEC 27002:2005- Information technology -- Security techniques -- Code of practice for information security management.

   5.2. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-55, "Security Metrics Guide for Information Technology Systems."

6. **DEFINITIONS:**

   6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

   6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies

6.3. Event

An Event is any observable occurrence in a system or network. Events include a user connecting to a file share, a server receiving a request for a Web page, a user sending electronic mail (email), and a firewall blocking a connection attempt.

6.4. Adverse Event

Adverse events are events with a negative consequence, such as system crashes, network packet floods, unauthorized use of system privileges, unauthorized access to sensitive data, and execution of malicious code that destroys data.

6.5. Security Incident

A Security Incident is an adverse event involving any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system impacting the confidentiality, integrity, or availability of state computer systems, networks or data and must be classified as a Security Incident.

7. **REQUIREMENTS:**

The Agency Cyber Security Plan must describe:

7.1. Metrics Collection

Metrics that are to be collected.

7.2. Metrics Methodology

Description of how the metrics support the Agency Cyber Security Plan.

7.3. Metrics Frequency

Methods and frequency for reporting and review.

7.4. Roles and Responsibilities

Roles and Responsibilities for data collection, reporting, review, and strategic planning.

7.5. Minimum Requirements

At a minimum, the Agency must collect and review on a monthly basis metrics on Security Incidents, Security Events, and Changes in User Account Provisioning.

7.6. Review

At a minimum, metric reporting must include a quarterly review of aggregate data by the agency IT Head and the State CISO.

8. RESPONSIBILITIES:

8.1. Agency IT Head

8.1.1. Establishes the agency's metric collection and analysis process.

8.1.2. Provides sufficient resources to execute the metric collection and analysis process.

8.1.3. Reviews the reported metrics.

8.1.4. Uses the metrics to prioritize plans and budgets for agency Information Security activities.

8.1.5. Uses the metrics to update the Agency's Cyber Security Plan.

8.2. Agency Information Security Officer (ISO)

8.2.1. Coordinates the development of the agency's metric collection and analysis process.

8.2.2. Coordinates the performance of the metric collection and analysis process.

8.2.3. Delivers the metrics to the Agency CIO in accordance with the Agency's Cyber Security Plan.

8.3. System and Data Owners

Support the collection of metrics in accordance with the Agency's Cyber Security Plan.

9. COMPLIANCE:

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: MOBILE COMPUTING**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   All Agencies shall define policies for mobile computing that provide for the protection of sensitive State data.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. Access Control Policy, P-CISP-008.

   5.2. Information Security Planning Policy, P-CISP-001.

   5.3. National Institute of Standards and Technology (NIST) Special Publication (SP), 800-77,"Guide to IPSec VPNs."

   5.4. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-48, "Guide to Securing Legacy IEEE 802.11 Wireless Networks."

   5.5. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, ver 3,"Recommended Security Controls for Federal Information Systems."

6. **DEFINITIONS:**

   6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

   6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies

6.3.   Mobile Computing

A Mobile computing device is any device that is capable of storing and processing information and is intended to be transported outside of a designated state agency office. Mobile computing devices include but are not limited to laptop computers, cell phones, smart phones, tablet PCs, PDAs , and other similar devices.

6.4.   Mobile Storage Device

A Mobile storage device is any device that is capable of storing but not processing information and is easily transported outside of a designated state agency office. Mobile storage devices include but are not limited to USB drives, flash drives, external hard drives and other similar devices.

7.   **REQUIREMENTS:**

7.1.   Policy Management

All agencies shall create, maintain, and implement policies that address the following requirements for mobile computing:

7.1.1.   Asset Inventory

All agencies are to create and maintain an inventory of mobile computing devices within their control. The inventory should include all allowed mobile computing/storage devices connecting to their network regardless of ownership

7.1.2.   Loss and Theft Reporting

The loss or theft of a state mobile computing or storage device is to be reported to the Information Security Operations Center (ISOC) as a security incident.

7.1.3.   Connectivity Approval

All mobile computing and storage devices containing or accessing state information resources must be approved by appropriate Information Systems personnel designated by the agency prior to connecting to the network. This pertains to all devices connecting to the network regardless of ownership.

7.1.4.   Sensitive Data Handling

Unless written approval has been obtained from the Data Owner and Information Security Officer, sensitive data, which resides on the network at the agency, shall not be downloaded to mobile computing or storage devices.

7.2. Encryption

7.2.1. Sensitive Data Protection

All sensitive State information stored on mobile computing or storage devices is to be encrypted, in accordance to the CISP Data Handling and Disposal Policy, P-CISP-011.

7.2.2. Disk Encryption

All mobile computing devices that store sensitive information are to employ full disk encryption requiring pre-boot authentication when technically feasible.

7.2.3. Virtual Private Networks (VPN)

Remote connectivity from a mobile computing device via the Internet or leased line is to use Virtual Private Network (VPN) technology to ensure that data is encrypted across publicly- switched networks. VPNs are not to use split-tunneling mode while connected to a state network.

7.2.4. Wireless Security

All mobile computing devices capable of using wireless encryption for network communication are to do so when connected wirelessly to a state network. Devices not capable of using encryption are not to be connected wirelessly to the state network or to any device attached to a state network (see Wireless Security Policy, P-CISP-019).

7.3. Access Control

7.3.1. Access Control Policy

Mobile computing devices are to be configured to use access controls as required by the Access Control Policy, P-CISP-008.

7.3.2. End Point Control

Agencies are to deploy VPN technology capable of performing client compliancy checks and of denying access to mobile computing devices that do not have "personal firewalls", up-to-date patches, real-time antivirus protection enabled and up-to-date anti-virus definitions.

7.4. Application Security

Each agency shall create a process for ensuring mobile computing devices are kept up-to-date with Operating System (OS) and application patches, anti-virus engine, and firewall rule sets.

8. RESPONSIBILITIES:

8.1. IT Head

8.1.1. Defines, maintains, and enforces written procedures for mobile computing.

8.1.2. Supports the implementation and maintenance of the policy requirements with appropriate budget for staff and IT resources.

8.2. Agency Information Security Officer (ISO)

Ensures that the requirements in this policy are upheld.

8.3. Agency IT Staff

Administers and supports the technical requirements of this policy, including reporting compliance to the IT Head and ISO.

9. COMPLIANCE:

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. EXPIRATION

This Policy will remain in effect until the State CISO revises, changes or terminates it.

1. **TITLE: WIRELESS SECURITY**

2. **PURPOSE:**

   This policy is part of the State of Colorado Information Security Policies, created to support the State of Colorado Chief Information Security Officer (CISO) in achieving the goals of the Colorado Information Security Act (C.R.S. 24-37.5, Part 4).

3. **POLICY:**

   All Agencies shall protect information assets, data, and reputation while providing a secure framework for the use of wireless technology.

4. **ORGANIZATIONS AFFECTED:**

   This policy applies to every State agency ("Agency") as defined in C.R.S 24-37.5-102(4). "State agency" means all of the departments, divisions, commissions, boards, bureaus, and institutions in the executive branch of the state government. "State agency" does not include the Legislative or Judicial Department, the Department of Law, the Secretary of State, the Department of the Treasury, or state-supported Institutions of Higher Education.

5. **REFERENCES:**

   5.1. Access Control Policy, P-CISP-008.

   5.2. Information Security Planning Policy, P-CISP-001.

   5.3. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-41, "Guidelines on Firewalls and Firewall Policy."

   5.4. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-77, "Guide to IPSec VPNs."

   5.5. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-48, "Guide to Securing Legacy IEEE 802.11 Wireless Networks."

   5.6. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 ver 3, "Recommended Security Controls for Federal Information Systems."

6. DEFINITIONS:

6.1. For the purposes of this document, refer to C.R.S. 24-37.5-102, C.R.S 24-37.5-402, and the Colorado Information Security Program Policy Glossary for any terms not specifically defined herein.

6.2. IT Head is a CIO in non-consolidated agencies and non-Executive Branch or IT Director in Executive Branch consolidated agencies.

7. REQUIREMENTS:

Each Agency shall define, maintain, train to, exercise, and enforce security mechanisms and written procedures for wireless security that include:

7.1. Policy Management

Due to the fact that wireless access points allow anonymous access to the network they reside upon, all access points connected to the agencies network are to be controlled as a network perimeter as detailed in Network Operations Policy, P-CISP-006). In addition, the following controls must be implemented:

7.1.1. Wireless Inventory Requirement

All agencies are to create an inventory of their wireless equipment and maintain that inventory as network changes occur.

7.1.2. Wireless Installation

During installation and before connection to a state network, all default passwords and Service Set IDs (SSID) are to be changed on wireless access points and on wireless devices (where applicable).

7.1.3. Password Policy

Passwords should be changed at a minimum every 90 days and should meet the password policy requirements set by the Access Control Policy.

7.1.4. Wireless Configuration

Wireless access points are to be configured to not broadcast their SSID unless they are intended for public access or are not connected to the agencies network.

7.1.5. Security Configuration Best Practices

Establish and implement wireless security standards consistent with best practices as adopted by the Office of Information Security (OIS). Currently, OIS has adopted and follows the Center for Internet Security benchmarks for wireless hardening practices.

7.1.6.   Encryption

Wireless access points are to be configured to use AES-256 encryption, at a minimum. It is highly recommended to implement Wi-Fi Protected Access (WPA2) with Pre-shared Key (PSK) on devices with this capability and to upgrade systems that do not.

7.1.7.   Physical Access

If the wireless access point has a factory reset button, then physical access to the device is to be limited to system administrators only.

7.1.8.   Log Management

All access points used by the State are to support logging, and all logs should be forwarded or maintained on a centralized log server.

7.1.9.   Reporting Requirement

Repeated failed attempts to access the wireless network are to be reported to the agency ISO and/or the Information Security Operations Center (ISOC).

7.1.10. Intrusion Detection Requirement

Intrusion detection systems are to be placed on subnets that have wireless access present.

7.1.11. Firewall Requirement

If wireless technology is used for point-to-point connectivity, the wireless access points on either end of the connection are to be connected to a firewall that limits access to only traffic from the other antenna and the network behind it. Point-to-Point wireless links are to be protected using an encrypted tunnel, meeting industry best practices and state standards between firewalls on either end of the wireless link.

8. RESPONSIBILITIES:

8.1.   IT Head

8.1.1.   Defines, maintains, and enforces written procedures for wireless security.

8.1.2.   Supports the implementation and maintenance of the policy requirements with appropriate budget for staff and IT resources.

8.2.   Agency Information Security Officer (ISO)

Oversees wireless projects to ensure the requirements in this policy are upheld.

8.3.   Agency IT Staff

Administers and supports the technical requirements of this policy, including reporting to the IT Head and ISO.

9.   **COMPLIANCE:**

All State of Colorado entities identified in Section 4 of this policy are required to comply with this policy.

10. **EXPIRATION:**

This Policy will remain in effect until otherwise changed or terminated by the State CISO.