

**STATE OF COLORADO**  
**Department of Health Care Policy and Financing**  
**Contract with**  
**Rocky Mountain Health Maintenance Organization, Inc.**  
**for**  
**Region 1 Regional Care Collaborative Organization Medicare-Medicaid**  
**Program for the Accountable Care Collaborative Program**

**TABLE OF CONTENTS**

1.	PARTIES .....	1
2.	EFFECTIVE DATE AND NOTICE OF NONLIABILITY .....	2
3.	RECITALS .....	2
4.	DEFINITIONS.....	2
5.	TERM .....	3
6.	STATEMENT OF WORK .....	4
7.	PAYMENTS TO CONTRACTOR.....	5
8.	REPORTING NOTIFICATION .....	5
9.	CONTRACTOR RECORDS .....	6
10.	CONFIDENTIAL INFORMATION .....	7
11.	CONFLICTS OF INTEREST .....	8
12.	REPRESENTATIONS AND WARRANTIES.....	9
13.	INSURANCE.....	10
14.	BREACH .....	12
15.	REMEDIES.....	13
16.	NOTICES AND REPRESENTATIVES .....	15
17.	RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE.....	16
18.	GOVERNMENTAL IMMUNITY .....	16
19.	GENERAL PROVISIONS .....	16
20.	ADDITIONAL GENERAL PROVISIONS .....	19
21.	COLORADO SPECIAL PROVISIONS .....	23
	HIPAA BUSINESS ASSOCIATE ADDENDUM	
	EXHIBIT A, STATEMENT OF WORK	
	EXHIBIT B, SAMPLE OPTION LETTER	
	EXHIBIT C, MEDICAL HOME MODEL PRINCIPLES	
	EXHIBIT D, MEMBER RIGHTS AND PROTECTIONS	
	EXHIBIT E, IMPROVEMENT ADVISOR PROTOCOLS	
	EXHIBIT F, CARE COORDINATION LEVELS	
	EXHIBIT G, DELIVERABLES	

**1. PARTIES**

This Contract (hereinafter called "Contract") is entered into by and between Rocky Mountain Health Maintenance Organization, Inc., 6251 Greenwood Plaza Boulevard, Suite

300, Greenwood Village, CO 80111 (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 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 for the Contractor to act as a Regional Collaborative Care Organization for the Department, for the Accountable Care Collaborative: Medicare-Medicaid Program (ACC: MMP), in the Contractor's Region, as defined in Exhibit A, Statement of Work. Contractor's offer, submitted in response to Request for Proposal (RFP) Number HCPFKQ1102RCCO was selected by the State. On instruction from the Centers for Medicare and Medicaid Services (CMS) this Contract separates care coordination services for MMP Clients from the care coordination services provided to other ACC Clients.

**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 as used herein shall be construed and interpreted as follows:

- A. "Contract" means this Contract, its terms and conditions, attached addenda, exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.
- B. Exhibits and other Attachments. The following documents are attached hereto and incorporated by reference herein:
- HIPAA Business Associate Addendum
  - Exhibit A, Statement of Work
  - Exhibit B, Sample Option Letter
  - Exhibit C, Medical Home Model Principles
  - Exhibit D, Member Rights and Protections
  - Exhibit E, Improvement Advisor Protocols
  - Exhibit F, Care Coordination Levels
  - Exhibit G, Deliverables
- C. "Goods" means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.
- D. "Party" means the State or Contractor and Parties means both the State and Contractor.
- E. "Review" means examining Contractor's Work to ensure that it is adequate, accurate, correct, and in accordance with the standards described in this Contract.
- F. "Services" means the required services to be performed by Contractor pursuant to this Contract.
- G. "State Fiscal Year" or "SFY" means the twelve (12) month period beginning on July 1st of a year and ending on June 30th of the following year.
- H. "Subcontractor" means third-parties, if any, engaged by Contractor to aid in performance of its obligations.
- I. "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.
- J. "Work Product" means the tangible or intangible results of Contractor's Work, including, but not limited to, software, 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 Exhibit A, Statement of Work shall be construed and interpreted as defined therein.

## 5. TERM

### A. Initial Term

The Parties' respective performances under this Contract shall commence on the later of either the Effective Date or July 1, 2015. This Contract shall expire on

June 30, 2016, 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 months if the Parties desire to continue the services and a replacement Contract has not been fully executed by the expiration 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, or at the end of two (2) months, whichever is earlier.

**C. Option to Extend**

The State may require continued performance for a period of one (1) year or less 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. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Contract. In no event shall the total duration of this Contract, from the Operational Start Date until termination and including the exercise of any options under this clause, exceed five (5) years, unless the State receives approval from the State Purchasing Director or delegate.

**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.

## 7. PAYMENTS TO CONTRACTOR

The State shall, in accordance with the provisions of this §7 and **Exhibit A**, Statement of Work, pay Contractor in the amounts and using the methods set forth below:

### A. Payment

In accordance with and subject to Section 9.0 of **Exhibit A**, the State shall pay Contractor for all earned Per Member Per Month payments and incentive payments.

### B. Interest

The State shall not pay interest on any amounts due to Contractor hereunder.

### C. 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 and the State's liability for such payments shall be limited to the amount remaining of such available funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability notwithstanding any notice and cure period in §14.B.

### D. 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.

## 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 A**.

### A. Litigation Reporting

Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may 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. 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. 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 the Contractor in a central location and the 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. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform with 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 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, special analyses, on-site checking, formal audit examinations, or any other procedure. All monitoring controlled by the State shall

be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

**D. Final Audit Report**

If an audit is performed 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 the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

**A. Confidentiality**

Contractor shall keep all State records and 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, the 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 the 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.

**iii. Confidentiality of Records**

Whether or not an Addendum is attached to this Contract, the 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 the 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. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information. The Contractor shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. The 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 the federal Health Insurance Portability and Accountability Act of 1996.

**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.

**E. Disclosure-Liability**

Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all 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 pursuant to this §10.

**11. CONFLICTS OF INTEREST**

**A.** 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. The Contractor (and Subcontractors or subgrantees 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 the Contractor, Subcontractor, or subgrantee 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. The Contractor's, Subcontractor's, or subgrantee's 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 shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract.

B. Legal Authority – Contractor Signatory

Contractor 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 five (5) days of receiving such request.

C. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall 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 the Contract. 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.

### **13. INSURANCE**

Contractor and its Subcontractors shall obtain and 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 satisfactory to Contractor and the State.

#### **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 show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

##### **ii. Non-Public Entities**

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the requirements set forth in §13.B.

#### **B. Contractors – Subcontractors**

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

i. **Worker's Compensation**

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor's or Subcontractor'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 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

iii. **Protected Health Information Insurance**

Liability insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

iv. **Automobile Liability**

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

v. **Additional Insured**

The State shall be named as additional insured on all Commercial General Liability and protected health information insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

vi. **Primacy of Coverage**

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

vii. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Contractor's receipt of such notice.

viii. Subrogation Waiver

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

C. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven (7) business days of the Effective Date of this Contract. No later than fifteen (15) days prior to the expiration date 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 ten (10) days of such request, supply to the State evidence satisfactory to the State of 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 the Contractor to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 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 the Contractor of such in writing in the manner provided in §16. If such breach is not cured within ten (10) days of receipt of written notice, 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.

## 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. Remedies are cumulative and 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. However, Contractor shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice. Contractor shall continue performance of this Contract up to the effective date of the termination. 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 all of Contractor's 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 in the possession of Contractor shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property. The Contractor shall be obligated to return any payment advanced under the provisions of this Contract.

#### ii. Payments

The State shall reimburse Contractor only for accepted performance 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 for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State

from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

**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, which shall be at least twenty (20) days, and whether it affects all or a portion of this Contract.

**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 an amount which bears the same ratio to the total reimbursement under this Contract as Contractor's obligations that were satisfactorily performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, if this Contract is less than 60% completed upon the effective date of such termination, the State may reimburse Contractor for a portion of 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. Contractor shall promptly cease performance of such portions of the contract.

ii. Withhold Payment

Withhold payment to Contractor until Contractor's performance or corrections in Contractor's performance are satisfactorily made and completed.

iii. Deny/Reduce Payment

Deny payment for those obligations not performed in conformance with Contract requirements, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial or reduction of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors whom the State deems 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.

v. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the State's option:

- a. Obtain for the State or Contractor the right to use such products and services;
- b. Replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or,
- c. If neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**16. NOTICES AND REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. 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:** Susan Mathieu  
Department of Health Care Policy and Financing  
1570 Grant Street  
Denver, Colorado 80203  
susan.mathieu@state.co.us

**For the Contractor:** Jenny Nate  
Rocky Mountain Health Maintenance Organization, Inc.  
6251 Greenwood Plaza Blvd.  
Greenwood Village, CO 80111  
Jenny.Nate@rmhp.org

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State, and all Work Product shall be delivered to the State by Contractor upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

**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.

**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 the Contractor or 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 Work and all prior representations and understandings, oral or written, related to the Work 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**

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all 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 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 automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

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
- iii. The provisions of the main body of this Contract
- iv. Exhibit A, Statement of Work
- v. Exhibit B, Sample Option Letter
- vi. Exhibit C, Medical Home Model Principles
- vii. Exhibit D, Member Rights and Protections
- viii. Exhibit E, Improvement Advisor Protocols
- ix. Exhibit F, Care Coordination Levels
- x. Exhibit G, Deliverables

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.

K. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination 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.

**20. ADDITIONAL GENERAL PROVISIONS**

**A. Compliance with Applicable Law**

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

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq.
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634
Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq.
Clean Air Act	42 U.S.C. 7401, et seq.
Equal Employment Opportunity	E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 C.F.R. Part 60
Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.

Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

Civil Rights Division	Section 24-34-301, CRS, <i>et seq.</i>
-----------------------	--

The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.

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

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

**B. Federal Audit Provisions**

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

audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed \$500,000.00.

C. Debarment and Suspension

- i. If this is a covered transaction or the Contract amount exceeds \$100,000.00, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- 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 the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.
- iii. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.
- 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. The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts that exceed \$100,000.00.

D. Force Majeure

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

E. Disputes

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

**F. Lobbying**

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

- 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
- 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.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

## 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 D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. 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.

**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**  
Rocky Mountain Health Maintenance  
Organization, Inc.

ME Huotari  
\*Signature

Date: 6/19/2015

By: Michael E. Huotari  
Name of Authorized Individual

Title: Vice President, Legal and Government Affairs  
Official Title of Authorized Individual

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

Susan E. Birch  
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: 6/22/15

**LEGAL REVIEW**  
**Cynthia H. Coffman, Attorney General**

By: N/A  
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: Robert Jaros  
Department of Health Care Policy and Financing

Date: 6/28/15

## HIPAA BUSINESS ASSOCIATE ADDENDUM

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

### RECITALS

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

The parties agree as follows:

#### 1. Definitions.

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

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

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

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

## 2. Obligations of Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Obligations of CE.

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

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

### 4. Termination.

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

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

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

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

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

c. Effect of Termination.

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

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

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

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



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

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

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

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

10. Amendment.

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

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

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

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

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

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

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

## ATTACHMENT A

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

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

No Additional Permitted Uses.

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

No additional permitted disclosures.

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

No subcontractors.

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

Upon receipt of PHI from the Department.

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

No additional restrictions on Use of Data.

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

No additional terms.

**EXHIBIT A, STATEMENT OF WORK**

**SECTION 1.0 TERMINOLOGY**

**1.1. ACRONYMS, ABBREVIATIONS AND DEFINITIONS**

- 1.1.1. Acronyms and abbreviations are defined at their first occurrence in this Statement of Work. The following list of acronyms, abbreviations and definitions is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
- 1.1.1.1. ACC – Accountable Care Collaborative.
- 1.1.1.2. ACC Base Contract – Contract number 3211-0168 between the Department and Rocky Mountain Health Maintenance Organization, Inc.
- 1.1.1.3. ACC: MMP – Accountable Care Collaborative: Medicare-Medicaid Program – the Department’s demonstration to integrate care for full benefit Medicare-Medicaid enrollees.
- 1.1.1.4. ACC Program – The Department program designed to affordably optimize Client health, functioning and self-sufficiency with the primary goals to improve Medicaid Client health outcomes and control costs.
- 1.1.1.5. BHO – Behavioral Health Organization.
- 1.1.1.6. CCB – Community Centered Board.
- 1.1.1.7. C.C.R. – Colorado Code of Regulations.
- 1.1.1.8. CFR – Code of Federal Regulations.
- 1.1.1.9. Chief Medical Officer – The position within the Contractor’s organization responsible for the implementation of all clinical and/or medical programs.
- 1.1.1.10. Client – An individual eligible for and enrolled in the Colorado Medicaid Program.
- 1.1.1.11. Cold Call Marketing – Any unsolicited personal contact by the Contractor with a Potential Enrollee for the purpose of marketing as defined in 42 CFR 438.104(a). See Marketing.
- 1.1.1.12. CME – Continuing Medical Education.
- 1.1.1.13. Contract Manager – The position within the Contractor’s organization that acts as the primary point of contact between the Contractor and the Department.
- 1.1.1.14. Contractor’s PCMP Network – All of the providers who have contracted with the Contractor to provide primary care medical home services within the Contractor’s Region or to provide primary care medical home services to Members enrolled with the Contractor.
- 1.1.1.15. Contractor’s Region – The region in which the Contractor operates, in the case of this Contract, Region #1.

- 1.1.1.16. Covered Services – Medicaid benefits according to the Department’ State Plan, as filed with the federal Centers for Medicare and Medicaid Services, which are provided through the Department’s Promulgated Rules, Benefit Coverage Standards, Billing Manuals and Provider Bulletins.
- 1.1.1.17. CRS – Colorado Revised Statutes.
- 1.1.1.18. DCC Tool – Disability-Competent Care Tool.
- 1.1.1.19. DOC – Colorado Department of Corrections.
- 1.1.1.20. Enrollee – Any individual Client who is enrolled in the ACC: MMP with the Contractor or another RCCO.
- 1.1.1.21. EPSDT – Early Periodic Screening, Diagnosis and Treatment.
- 1.1.1.22. Essential Community Provider – A provider defined under CRS §25.5-5-403.
- 1.1.1.23. Expansion Adults – Adults who are newly eligible for and enrolled in Medicaid due to expanded Medicaid eligibility limits allowed by the Affordable Care Act (ACA).
- 1.1.1.24. FBMME - Full Benefit Medicare-Medicaid Enrollee, dually eligible for both Medicare and Medicaid.
- 1.1.1.25. Federally Qualified Health Center – A provider defined under 10 C.C.R. 2505-10 §8.700.1.
- 1.1.1.26. FFS – Fee For Service.
- 1.1.1.27. Financial Manager – The position within the Contractor’s organization that is responsible for the implementation and oversight of all of the Contractor’s financial operations.
- 1.1.1.28. FQHC – Federally Qualified Health Center.
- 1.1.1.29. Frail Elderly – Individuals who meet the following criteria: 1) greater than or equal to 65 years of age with 2 or more chronic conditions, 2) greater than eighty (80) years of age, 3) Sixty-five to seventy-nine (65-79) years of age with two (2) or more cognitive impairments listed in the ULTC (100.2), 4) Sixty-five to seventy-nine (65-79) years of age with two (2) or more Activities of Daily Living (ADL) deficits in the ULTC (100.2).
- 1.1.1.30. Informal Network – The non-contractual or contractual relationships with Providers, other than PCMPs, designed to meet Member’s needs.
- 1.1.1.31. Key Personnel – The individuals fulfilling the positions of Contract Manager, Financial Manager or Chief Medical Officer.
- 1.1.1.32. LTSS – Long-term Services and Supports.
- 1.1.1.33. Marketing – Any communication, from the Contractor, to a Medicaid Client who is not enrolled with the Contractor, that can reasonably be interpreted as intended to influence the Client to enroll in the Contractor’s Medicaid product, or either to not enroll in, or to disenroll from, another Contractor’s Medicaid product.

- 1.1.1.34. Marketing Materials – Materials that are produced in any medium, by or on behalf of the Contractor that can reasonably be interpreted as intended to market to Potential Enrollees.
- 1.1.1.35. Medical Home – An approach to providing comprehensive primary-care that facilitates partnerships between individual patients, their providers, and, where appropriate, the patient’s family, that meets the requirements described in Exhibit C, Medical Home Model Principles.
- 1.1.1.36. Member – Any individual Client who is enrolled in the ACC: MMP with the Contractor or another RCCO.
- 1.1.1.37. Member Dismissal – Termination of a Member’s primary care relationship with a contracted Primary Care Medical Provider.
- 1.1.1.38. MMIS – the Colorado Medicaid Management Information System.
- 1.1.1.39. PCCM – Primary Care Case Manager.
- 1.1.1.40. Primary Care Case Manager – A physician, a physician group practice, a physician assistant, nurse practitioner, certified nurse-midwife or entity that employs or arranges with providers to furnish primary care case management services or as described 42 CFR 438.2.
- 1.1.1.41. Primary Care Medical Provider – A primary care provider who serves as a Medical Home for Members. A PCMP may be a FQHC, RHC, clinic or other group practice that provides the majority of a Member’s comprehensive primary, preventive and sick care. A PCMP may also be individual or pods of PCMPs that are physicians, advanced practice nurses or physician assistants with a focus on primary care, general practice, internal medicine, pediatrics, geriatrics or obstetrics and gynecology.
- 1.1.1.42. PCMP – Primary Care Medical Provider.
- 1.1.1.43. PIP – Performance Improvement Plan.
- 1.1.1.44. PMPM – Per Member Per Month.
- 1.1.1.45. Potential Enrollee – A Medicaid Client who is eligible for enrollment into the ACC: MMP with the Contractor or another RCCO.
- 1.1.1.46. RCCO – Regional Care Collaborative Organization.
- 1.1.1.47. Region – A geographical area containing specific counties, within the State of Colorado, that is served by a RCCO.
- 1.1.1.48. Region #1 – The geographical area encompassing Archuleta, Delta, Delores, Eagle, Garfield, Grand, Gunnison, Hinsdale, Jackson, La Plata, Larimer, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Blanco, Routt, San Juan, San Miguel and Summit Counties.
- 1.1.1.49. Regional Care Collaborative Organization – One of seven (7) regional entities contracted with the Department to support the ACC Program by improving the health outcomes for Members and controlling the cost of care.
- 1.1.1.50. RHC – Rural Health Clinic.

- 1.1.1.51. Rural Health Clinic – A provider or practice as defined in 10 C.C.R. 2505-10 §8.740.
- 1.1.1.52. SCP – Service Coordination Plan. The SCP will serve as the care plan for ACC: MMP Members as required by this Contract.
- 1.1.1.53. SDAC – Statewide Data Analytics Contractor.
- 1.1.1.54. SEP – Single Entry Point Agency.
- 1.1.1.55. STD – Sexually Transmitted Disease
- 1.1.1.56. ULTC – Uniform Long-Term Care (ULTC) Instrument. The Functional Needs Assessment and professional medical information used to determine Functional Eligibility for Long-Term Care.

**SECTION 2.0 REGION AND PERSONNEL**

**2.1. REGION**

- 2.1.1. The Contractor shall be the RCCO for Region #1 and shall be a Primary Care Case Manager (PCCM), as defined in 42 CFR §438.2, for Members enrolled with the Contractor. Region #1 includes Archuleta, Delta, Delores, Eagle, Garfield, Grand, Gunnison, Hinsdale, Jackson, La Plata, Larimer, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Blanco, Routt, San Juan, San Miguel and Summit Counties.

**2.2. PERSONNEL**

- 2.2.1. The Contractor shall possess the corporate resources and structure necessary to perform its responsibilities under the Contract and successfully implement and operate the Accountable Care Collaborative: Medicare-Medicaid Program (ACC: MMP) in the Contractor’s Region.
- 2.2.2. The Contractor shall provide the following positions, defined as Key Personnel, in relation to the Contract. These positions may be filled by the same Key Personnel identified in the ACC Base Contract, as approved by the Department.
  - 2.2.2.1. Contract Manager
    - 2.2.2.1.1. The Contract Manager shall be the Department’s primary point of contact for contract and performance issues and responsibilities.
    - 2.2.2.1.2. All communication between the Department and the Contractor shall be facilitated by the Contract Manager.
    - 2.2.2.1.3. The Contract Manager shall ensure that all contract obligations are in compliance with all state and federal laws, regulations policies and procedures and with the requirements of the Contract.
  - 2.2.2.2. Financial Manager
    - 2.2.2.2.1. The Financial Manager shall be responsible for the implementation and oversight of the budget, accounting systems and all other financial operations of the Contractor.

- 2.2.2.2.2. The Financial Manager shall ensure that all financial operations of the Contractor are in compliance with all state and federal laws, regulations policies and procedures and with the requirements of the Contract.
- 2.2.2.3. Chief Medical Officer
  - 2.2.2.3.1. The Chief Medical Officer shall be a physician licensed by the State of Colorado and certified by the Colorado Board of Medical Examiners.
  - 2.2.2.3.2. The Chief Medical Officer shall be responsible for the implementation of all clinical and/or medical programs implemented by the Contractor.
  - 2.2.2.3.3. The Chief Medical Officer shall ensure that all clinical and/or medical programs implemented by the Contractor are implemented and operated in compliance with all state and federal laws, regulations policies and procedures and with the requirements of the Contract.
- 2.2.3. Each Key Personnel position shall be filled by separate and distinct individuals. No individual shall be allowed to fulfill multiple Key Personnel positions simultaneously for this Contract.
- 2.2.4. The Contract Manager shall perform their responsibilities out of an office that is either located within the Contractor's Region or located in the Denver metro area.
- 2.2.5. Other Staff Functions
  - 2.2.5.1. The Contractor shall provide staff necessary to ensure that the following functions are performed, in addition to those of the Key Personnel:
    - 2.2.5.1.1. Outcomes and Performance Improvement Management, including overseeing Member and administrative outcomes, coordinating quality improvement activities across the Contractor's Region, benchmarking performance against other Regional Care Collaborative Organizations (RCCOs), ensuring alignment with federal and state guidelines, and setting internal performance goals and objectives.
    - 2.2.5.1.2. Medical Management and Care Coordination Activities, including overseeing medical management and care coordination activities to assist providers and Members in rendering and accessing necessary and appropriate services and resources.
    - 2.2.5.1.3. Communications Management, including organizing, developing, modifying and disseminating information, by way of written material and forums, to providers and Members.
    - 2.2.5.1.4. Provider Relations and Network Management, including establishing agreements with Primary Care Medical Providers (PCMPs), establishing all other formal and informal relationships with providers, provider education, data-sharing, and addressing providers' questions and concerns.
- 2.2.6. The Contractor shall maintain an office in the Contractor's Region and shall make Key Personnel, and other personnel requested by the Department, available for meetings in locations within the State of Colorado, at the Department's request.



- 2.2.7. The Contractor shall provide the Department with an organizational chart listing all positions within the Contractor's organization that are responsible for the performance of any activity related to the Contract, their hierarchy and reporting structure and the names of the individuals fulfilling each position, within thirty (30) days of the Contract's Effective Date. The organizational chart shall contain accurate and up-to-date telephone numbers and email addresses for each individual listed.
- 2.2.7.1. DELIVERABLE: Organizational Chart.
- 2.2.7.2. DUE: Thirty (30) days from the Contract's Effective Date.
- 2.2.8. Contractor shall provide the Department with the opportunity to approve new Key Personnel working on the Contract. Any new Key Personnel shall have, at a minimum, the same qualifications as the individual previously fulfilling that position. The Contractor shall deliver an updated Organizational Chart within five (5) days of any change in Key Personnel or request from the Department for an updated Organizational Chart. The Contractor shall deliver to the Department an interim plan for fulfilling any vacant position's responsibilities and the plan for filling the vacancy.
- 2.2.8.1. DELIVERABLE: Updated Organizational Chart.
- 2.2.8.2. DUE: Five (5) days from any change in Key Personnel or from the Department's request for an updated Organizational Chart.
- 2.2.9. The Contractor shall appoint any new Key Personnel only after a candidate has been approved by the Department to fill a vacancy.
- 2.2.10. The Department may request the removal from work on the Contract of employees or agents of the Contractor whom the Department justifies as being incompetent, careless, insubordinate, unsuitable or otherwise unacceptable, or who's continued employment on the Contract the Department deems to be contrary to the public interest or not in the best interest of the Department. For any requested removal of Key Personnel, the Department shall provide written notice to Contractor identifying each element of dissatisfaction with each Key Personnel, and Contractor shall have ten (10) business days from receipt of such written notice to provide the Department with a written action plan to remedy each stated point of dissatisfaction. Contractor's written action plan may or may not include the removal of Key Personnel from work on the Contract.

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

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

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

- 3.1.1.1. The Department will enroll Clients with the Contractor based on the Department's enrollment and reenrollment procedures. Only Clients who are eligible for the ACC: MMP will be passively enrolled into the ACC: MMP. Members are notified of the Department's intent to enroll them into the program at least thirty (30) days before they are enrolled. The Department's enrollment broker sends the Member a letter notifying them of the Department's intent to enroll them into the Program. The notification letter also includes instructions for disenrolling from the Program.

- 3.1.1.2. The Contractor shall accept all Clients, that the Department enrolls, that are eligible for enrollment. The Contractor shall accept individuals eligible for enrollment in the ACC: MMP in the order in which they are enrolled without restriction. The Department may enroll any Client who meets the following requirements:
- 3.1.1.2.1. Is enrolled in Medicare Parts A and B and eligible for Part D.
  - 3.1.1.2.2. Receives full Medicaid benefits under FFS arrangements.
  - 3.1.1.2.3. Has no other private or public health insurance.
  - 3.1.1.2.4. Is a resident of the State of Colorado.
- 3.1.1.3. Each Member shall have the option to select a PCMP to provide comprehensive primary-care to the Member and a majority of all of the Member's medical care. If a Member has not selected a PCMP prior to the Member's enrollment, the Contractor shall attempt to contact the Member and assist the Member in selecting a PCMP. The Contractor shall make a minimum of three (3) attempts to contact the Member, using at least two (2) different methods, if needed. The Contractor shall, on at least a quarterly basis, identify and implement strategies to reach Members whose phone or address information is incorrect. Once the Contractor has contacted the Member, it shall provide the Member with contact information for available PCMPs who are enrolling new Members in the ACC: MMP and assist the Member in selecting a PCMP. The Contractor may act as a liaison between the Member and any PCMP the Member wishes to select. The Contractor shall document all attempts at contacting Members who have not selected a PCMP and the results of each attempt. The Contractor shall maintain a record of all attempts made to contact a Member.
- 3.1.1.3.1. The Department shall provide the Contractor with a Member eligibility report and a Member eligibility change report, on a monthly basis. The Member eligibility report shall contain the PCMP selected by each Member in the Contractor's Region and the applicable demographics for each Member. The Member change report shall show any additions, deletions or changes to the existing PCMP selection records.
  - 3.1.1.3.2. The Contractor shall provide the results of the attempts to contact Members who have not selected a PCMP during the calendar quarter in the Stakeholder Report. The report shall also contain a plan for the following calendar quarter regarding Member contact and how the Contractor will resolve any deficiencies identified during the prior quarter.
- 3.1.1.4. Members have the option to select a PCMP or receive care within a Region other than the one in which they reside. In the event that a Member within Contractor's Region selects a PCMP or selects to receive care within another RCCO's Region, the Contractor shall coordinate with the other RCCO to ensure that the Member's quality, quantity and timeliness of care are not affected by the Member's choice.
- 3.1.1.4.1. The Department and Contractor shall work together to implement a report that will alert the Contractor when a Member in the Contractor's Region selects a PCMP in another Region so that the Contractor may coordinate with that other Region's RCCO.

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

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

- 3.1.2.2.2. Change in the Member's utilization of medical services.
- 3.1.2.2.3. The Member's diminished mental capacity.
- 3.1.2.2.4. Any behavior of the Member resulting from the Member's special needs, as determined by the Department, unless those behaviors seriously impair the Contractor's ability to furnish services to that Member or other Members.
- 3.1.2.3. The Department may select to disenroll any Member at the Department's sole discretion. If the Department selects to disenroll a Member, the Department may reenroll that same Member with the Contractor at any time or with any other RCCO if the Member now resides within that other RCCO's Region.
- 3.1.2.4. The Department shall disenroll any Member, from the ACC: MMP upon that Member's request.
- 3.1.2.5. The Department may reenroll with the Contractor any Member who was disenrolled solely because the Member lost eligibility for Medicaid benefits and the loss was for a period of sixty (60) days or less.
- 3.1.2.6. The Contractor shall not discriminate against individuals eligible to re-enroll in the ACC: MMP on the basis of Member health status or need for health care services.
- 3.1.2.7. In the event that the Department grants a request for disenrollment, either from the Contractor or from a Member, the effective date of that disenrollment shall be no later than the first day of the second month following the month in which the Member or Contractor files the request. If the Department fails to either approve or deny the request in this timeframe, the request shall be considered approved.
- 3.1.2.8. The Contractor shall have written policies that comply with the requirements of **Exhibit D**, Member Rights and Protections.
- 3.1.2.9. The Contractor shall ensure and document that PCMPs are in compliance with federal regulations regarding Member Dismissal. The Contractor shall only submit Member Dismissal requests that meet federal guidelines for Member Dismissal to the Department.
  - 3.1.2.9.1. When requesting that a Member be dismissed from a PCMP the Contractor shall submit this compliance documentation to the Department. The request and documentation shall be submitted to the Department no later than the 10<sup>th</sup> day of each month.
  - 3.1.2.9.2. The Department will process dismissals on the 10<sup>th</sup> day of each month; or the first Business Day following the 10<sup>th</sup> day, if the 10<sup>th</sup> falls on a weekend or holiday. Any request for a Member Dismissal received after the 10<sup>th</sup> will be processed in the following month.

## **3.2. CLIENT CONTACT RESPONSIBILITIES**

- 3.2.1. All materials that the Contractor creates for distribution to any Client or Member shall be culturally and linguistically appropriate to the recipient.

- 3.2.1.1. All materials shall be written in English and Spanish, or any other prevalent language, as directed by the Department or as required by 42 CFR 438. The Contractor shall notify all Members and potential Members of the availability of alternate formats for the information, as required by 42 CFR 438.10, and how to access such information.
- 3.2.1.2. All materials shall be written in easy to understand language and shall comply with all applicable requirements of 42 CFR 438.10.
- 3.2.1.3. The Contractor shall use the messaging framework, developed and approved by the Department. The Contractor shall submit all materials to the Department at least ten (10) Business Days prior to the Contractor printing or disseminating such materials to any Member or Client, unless the Department approves a shorter submission deadline. The Department may review any materials and reserves the right to require changes or redrafting of the document as the Department determines necessary to ensure that the language is easy to understand. The Contractor shall make any required changes to the materials. Once a change is made to the materials, the Contractor shall not use any prior versions of the materials in any distribution to any Client or Member, unless the Department gives express written consent. This submission requirement shall not apply to items that are directed toward and addressed to individual Members.
  - 3.2.1.3.1. DELIVERABLES: All ACC; MMP client materials
  - 3.2.1.3.2. DUE: Ten (10) Business Days prior to the Contractor printing or disseminating materials to any Member or Client, unless the Department approves a shorter submission deadline.
  - 3.2.1.3.3. DELIVERABLES: Updated client materials including changes required by the Department.
  - 3.2.1.3.4. DUE: Thirty (30) days from the request by the Department to make a change.
- 3.2.2. The Contractor shall maintain, staff, and publish the number for at least one (1) toll free telephone line that Members may call regarding customer service or care coordination issues.
  - 3.2.2.1. The Contractor shall provide both English- and Spanish-speaking representatives to assist English- and Spanish-speaking Members and Clients, both through telephone conversations and in-person.
  - 3.2.2.2. The Contractor shall assist any Member who contacts the Contractor, including RCCO Members not in the Contractor's region who need assistance with contacting his/her PCMP and/or RCCO. The Department will provide data to the RCCO on all Members for this purpose. If the Member does not have a PCMP, the Contractor shall assist the client in identifying a PCMP and making that selection with the enrollment broker.
- 3.2.3. The Contractor shall create and maintain the following materials:

- 3.2.3.1. A section of the Department's ACC: MMP Member Handbook, that describes the Contractor's roles, responsibilities and functions that support the ACC: MMP, how to access the Contractor's care coordination services and relevant telephone numbers and website addresses. The information in this section shall be specific to the Contractor's Region.
- 3.2.3.1.1. DELIVERABLE: ACC: MMP Member Handbook – updated section specific to the Contractor's Region whenever significant changes occur.
- 3.2.3.1.2. DUE: Thirty (30) days from when changes take effect.
- 3.2.3.2. A Directory of PCMPs
- 3.2.3.2.1. DELIVERABLE: PCMP Directory.
- 3.2.3.2.2. DUE: Monthly by the first day of the month, unless extension is allowed by the Department.
- 3.2.4. Marketing
- 3.2.4.1. The Contractor may engage in Marketing Activities, as defined in 42 CFR 438.104, at its discretion. The Contractor shall not distribute any marketing materials without the Department's prior approval.
- 3.2.4.1.1. The Contractor shall submit all materials relating to Marketing Activities to the Department's designee, and allow the Department's Night State Medical Assistance and Services Advisory Council and the Department to review any materials the Contractor proposes to use in relation to its Marketing Activities before distributing any such materials. Based on this review, the Department may require changes to any materials before the Contractor may distribute those materials, or may disallow the use of any specific materials in its sole discretion.
- 3.2.4.1.2. The Contractor shall specify methods of assuring the Department that Marketing, including plans and materials, is accurate and does not mislead, confuse, or defraud the Members or the Department.
- 3.2.4.1.3. The Contractor shall distribute the materials to the entire service area.
- 3.2.4.1.4. The Contractor shall not seek to influence enrollment in conjunction with the sale or offering of any private insurance.
- 3.2.4.1.5. The Contractor and any Subcontractors shall not, directly or indirectly, engage in door-to-door, telephone, or other cold call marketing activities.
- 3.2.4.1.6. Marketing materials shall not contain any assertion or statement, whether written or oral, that the potential Member must enroll with the Contractor to obtain benefits or not to lose benefits.
- 3.2.4.1.7. Marketing Materials shall not contain any assertion or statement, whether written or oral, that the Contractor is endorsed by the Centers for Medicare and Medicaid Services, the Federal or State government or similar entity.
- 3.2.4.2. The Contractor shall only engage in Marketing Activities in compliance with federal and state laws, regulations, policies and procedures.

3.2.5. Upon termination of a PCMP's agreement or participation with the Contractor, for any reason, the Contractor shall notify any Member, who has selected that PCMP, of that PCMP's termination, as required in 42 CFR 438.10(f)(5).

3.2.5.1. DELIVERABLE: Notice to Members of PCMP termination.

3.2.5.2. DUE: Fifteen (15) days from the notice of termination.

## **SECTION 4.0 NETWORK STRATEGY**

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

4.1.1. The Contractor shall create, administer and maintain a network of PCMPs and other Medicaid providers, building on the current network of Medicaid providers, to serve the needs of its Members.

4.1.2. The Contractor shall document its relationship with and requirements for each PCMP in the Contractor's PCMP Network in a written contract with that PCMP.

4.1.3. The Contractor shall only enter into written contracts with PCMPs that meet the following criteria:

4.1.3.1. The PCMP practice and the individual PCMP are enrolled as a Colorado Medicaid provider.

4.1.3.2. The PCMP practice and the individual PCMP, as applicable, are currently licensed by the Colorado Board of Nursing or Board of Medical Examiners to practice medicine in the State of Colorado.

4.1.3.3. The individual PCMP shall act as the primary care provider for a Member and is capable of providing a majority of that Member's comprehensive primary, preventative and urgent or sick care.

4.1.3.4. The PCMP practice is certified by the Department as a provider in the Medicaid and CHP+ Medical Homes for Children Program or the PCMP practice is a Federally Qualified Health Center, a Rural Health Clinic, clinic or other group practice with a focus on primary care, general practice, internal medicine, pediatrics, geriatrics or obstetrics and gynecology.

4.1.3.5. The PCMP meets all additional criteria in **Exhibit C**.

4.1.3.6. The Contractor may not prohibit a PCMP from entering into a contract with another RCCO.

4.1.4. The Contractor shall ensure that its PCMP network is sufficient to meet the requirements for every Member's Access to Care, to serve all Member's primary care needs and allow for adequate Member freedom of choice amongst PCMPs and providers.

4.1.5. The Contractor's network shall include Essential Community Providers and private for-profit and not-for-profit providers.

4.1.6. The Contractor shall ensure that its network includes providers or PCMPs with the interest and expertise in serving Members and individuals in special populations that include, but are not limited to:



- 4.1.6.1. The physically or developmentally disabled.
- 4.1.6.2. Children and foster children.
- 4.1.6.3. Adults and the aged.
- 4.1.6.4. Non-English speakers.
- 4.1.6.5. Members with complex behavioral or physical health needs.
- 4.1.6.6. Members with Human Immunodeficiency Virus (HIV).
- 4.1.6.7. The Frail Elderly.
- 4.1.6.8. Members who are released from the Colorado Department of Corrections (DOC) or county jail system.
- 4.1.7. The Contractor's network shall provide the Contractor's Members with a meaningful choice in selecting a PCMP.
  - 4.1.7.1. The Contractor shall contact each primary care provider that qualifies as a PCMP that has provided care to any Members within the last twelve (12) months and is not a contracted PCMP to enroll the provider in the Contractor's network.
  - 4.1.7.2. The Contractor shall make an initial contact, through any method allowed by federal statutes, regulations, policies, or procedures.
  - 4.1.7.3. If the Contractor is unsuccessful in its initial contact, then the Contractor shall make four (4) follow-up contacts to attempt to enroll the provider in the Contractor's network.
  - 4.1.7.4. If a Member's primary care provider refuses to enroll in the Contractor's network, the Contractor shall inform the Member and explain the benefits of being attributed to a PCMP. If the client chooses to select a contracted PCMP, the Contractor will support the Member in making a selection.
- 4.1.8. The Contractor shall reasonably ensure that all providers and PCMPs in its network are aware of the requirement for a clinical referral when a Member receives services from another provider.

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

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

- 4.2.1.2. The Contractor shall use GeoAccess or a comparable service to measure the distance between the Members and the providers and PCMPs in the Contractor's Region.
- 4.2.2. The Contractor's PCMP Network shall provide for extended hours on evenings and weekends and alternatives for emergency room visits for after-hours urgent care. The Contractor will determine the appropriate requirements for the number of extended hours and weekend availability based on the needs of the Contractor's Region, and submit these requirements to the Department for approval. The Contractor shall assess the needs of the Contractor's Region on a regular basis, no less often than quarterly, and submit a request to the Department to adjust its requirements accordingly.
- 4.2.2.1. At a minimum, the Contractor's PCMP Network shall provide for twenty-four (24) hour a day availability of information, referral and treatment of emergency medical conditions.
- 4.2.3. The Contractor shall have a system to track Member access at the PCMP provider level, including requests for same day care, requests for routine care and how long a Member must wait before an appointment is available. The Contractor shall provide this information in a mutually agreed reporting format and on a mutually agreed schedule.
- 4.2.4. The Contractor's PCMP Network shall be sufficient to ensure that appointments will be available to all Members:
  - 4.2.4.1. Within forty-eight (48) hours of a Member's request for urgent care.
  - 4.2.4.2. Within ten (10) calendar days of a Member's request for non-urgent, symptomatic care.
  - 4.2.4.3. Within forty-five (45) calendar days of a Member's request for non-symptomatic care, unless an appointment is required sooner to ensure the provision of screenings in accordance with the Department's accepted Early Periodic Screening, Diagnosis and Treatment (EPSDT) schedules.
- 4.2.5. The Contractor shall reasonably ensure that Members in the Contractor's Region have access to specialists and other Medicaid providers promptly and without compromising the Member's quality of care or health.
- 4.2.6. The Department shall reimburse any provider for a Member's emergency services as otherwise authorized by Medicaid regardless of whether the provider that furnished the services has a contract with the Contractor.
- 4.2.7. In addition to primary care and other care required by this Contract, the Contractor' shall assist Members in accessing the following services:
  - 4.2.7.1. Dental care for children.
  - 4.2.7.2. Prenatal and infant care.
  - 4.2.7.3. Infant and toddler early intervention services.
  - 4.2.7.4. Foster care services.
  - 4.2.7.5. Medicaid eligible dental care for adults.

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

- 4.3.1. The Contractor shall develop relationships with providers and other community resources in the Contractor's Region and shall document its relationships with its informal network. .
- 4.3.2. The Contractor shall create, document, and maintain a Communication Plan to communicate with all providers, behavioral health managed care organizations and PCMPs in its network and other community resources with which it has relationships, and to promote communication amongst the providers.
  - 4.3.2.1. The Communication Plan may include the following methods:
    - 4.3.2.1.1. Assigning providers to a specific provider relations consultant or point-of-contact within the Contractor's organization.
    - 4.3.2.1.2. Holding information sessions for interested providers at practice association meetings or conferences.
    - 4.3.2.1.3. Providing orientation sessions for providers that are new to the Contractor's network.
    - 4.3.2.1.4. Hosting forums for ongoing training regarding the ACC: MMP and services the Contractor offers.
    - 4.3.2.1.5. Posting provider tools, trainings, informational material and the Contractor's contact details on the internet in easily accessible formats.
    - 4.3.2.1.6. Developing standard communication intervals at which the Contractor will contact providers to maintain connection and lines of communication.
    - 4.3.2.1.7. Distributing written provider communications at least twice a year to promote continuous provider interest and involvement.
  - 4.3.2.2. The Contractor shall submit an Updated Communication Plan when there are any significant changes to the Communication Plan for the Department's review and approval prior to implementation.
    - 4.3.2.2.1. DELIVERABLE: Updated Communication Plan.
    - 4.3.2.2.2. DUE: Thirty (30) days prior to the date of any significant change to the Communication Plan.

## **SECTION 5.0 PROVIDER SUPPORT**

### **5.1. ADMINISTRATIVE SUPPORT**

- 5.1.1. The Contractor shall make all of the providers in its network aware of Colorado Medicaid programs, policies and processes within one (1) month of executing a contract with a that provider.
  - 5.1.1.1. This information shall include, but is not limited to, information regarding all of the following:
    - 5.1.1.1.1. Benefit packages and coverage policies.
    - 5.1.1.1.2. Prior authorization referral requirements.
    - 5.1.1.1.3. Claims and billing procedures.

- 5.1.1.1.4. Eligibility and enrollment processes.
- 5.1.1.1.5. Other operational components of service delivery.
- 5.1.1.2. This information shall be delivered to providers during direct contact at meetings, forums, training sessions or seminars, or through any method of mailing, as defined in 10 C.C.R. 2505-10 §8.050.
- 5.1.1.3. The Contractor shall submit all formal policy and procedure documents for provider support to the Department for review. The Department may request changes to the formal policy and procedure documents or plans for direct contact, and the Contractor shall make the changes and deliver the updated documents or plans to the Department.
  - 5.1.1.3.1. DELIVERABLE: All information documents and direct provider contact plans.
  - 5.1.1.3.2. DUE: Ten (10) Business Days from the date the documents or plans are requested by the Department; and ten (10) Business Days from the request by the Department to make a change for updated documents.
- 5.1.2. The Contractor shall make informational and educational materials available to providers regarding the roles that the Department, the Contractor and other Department contractors and partners play in the Colorado Medicaid system. These other Department contractors and partners shall include, at a minimum all of the following:
  - 5.1.2.1. The Statewide Data Analytics Contractor (SDAC).
  - 5.1.2.2. The Department's enrollment broker.
  - 5.1.2.3. The State's Medicaid fiscal agent.
  - 5.1.2.4. The Department's utilization management contractor.
  - 5.1.2.5. The Department's managed care ombudsman.
  - 5.1.2.6. The county Departments of Human and Social Services for the counties in the Contractor's Region.
  - 5.1.2.7. The Community-Centered Boards and Single Entry Point agencies.
- 5.1.3. The Contractor shall act as a liaison between the Department and its other contractors and partners and the providers. The Contractor shall assist providers in resolving barriers and problems related to the Colorado Medicaid systems, including, but not limited to all of the following:
  - 5.1.3.1. Issues relating to Medicaid provider enrollment.
  - 5.1.3.2. Prior authorization and referral issues.
  - 5.1.3.3. Member eligibility and coverage policies.
  - 5.1.3.4. PCMP designation problems.
  - 5.1.3.5. PCMP Per Member Per Month (PMPM) payments.
- 5.1.4. Using the Department provided data on all Members, the Contractor shall assist all PCMPs (including those they are not contracted with), upon request, by providing information on the Provider's Members and their Members' RCCO assignments.

## **5.2. PRACTICE SUPPORT**

- 5.2.1. The Department will provide the Contractor materials relating to behavioral health and the BHOs. The Contractor shall distribute these materials to all of the PCMPs in the Contractor's PCMP Network. The Department will direct the Contractor on the method for distributing these materials.
- 5.2.2. The Contractor shall offer support to PCMPs and providers, which may include comprehensive guidance on practice redesign to providing assistance with practice redesign and performance-enhancing activities. The Contractor shall provide tools to the PCMPs and providers that may include any of the following:
  - 5.2.2.1. Clinical Tools:
    - 5.2.2.1.1. Clinical care guidelines and best practices.
    - 5.2.2.1.2. Clinical screening tools, such as depression screening tools and substance use screening tools.
    - 5.2.2.1.3. Health and functioning questionnaires.
    - 5.2.2.1.4. Chronic care templates.
    - 5.2.2.1.5. Registries.
  - 5.2.2.2. Client Materials:
    - 5.2.2.2.1. Client reminders.
    - 5.2.2.2.2. Self-management tools.
    - 5.2.2.2.3. Educational materials about specific conditions.
    - 5.2.2.2.4. Client action plans.
    - 5.2.2.2.5. Behavioral health surveys and other self-screening tools.
  - 5.2.2.3. Operational Practice Support:
    - 5.2.2.3.1. Guidance and education on the principles of the Medical Home.
    - 5.2.2.3.2. Training on providing culturally competent care.
    - 5.2.2.3.3. Training to enhance the health care skills and knowledge of supporting staff.
    - 5.2.2.3.4. Guidelines for motivational interviewing.
    - 5.2.2.3.5. Tools and resources for phone call and appointment tracking.
    - 5.2.2.3.6. Tools and resources for tracking labs, referrals and similar items.
    - 5.2.2.3.7. Referral and transitions of care checklists.
    - 5.2.2.3.8. Visit agendas or templates.
    - 5.2.2.3.9. Standing pharmacy order templates.
  - 5.2.2.4. Data, Reports and Other Resources:
    - 5.2.2.4.1. Expanded provider network directory.
    - 5.2.2.4.2. Comprehensive directory of community resources.

- 5.2.2.4.3. Directory of other Department-sponsored resources, such as the managed care ombudsman and nurse advice line.
- 5.2.2.4.4. Link from main ACC: MMP website to the Contractor's website of centrally located tools and resources.
- 5.2.3. Provider Support Accessibility
  - 5.2.3.1. The Contractor shall have an internet-accessible website that contains, at a minimum, all of the following:
    - 5.2.3.1.1. General information about the ACC: MMP, the Contractor entity, the Contractor's role and purpose and the principles of a Medical Home.
    - 5.2.3.1.2. A network directory listing providers and PCMPs with whom the Contractor has a contract, their contact information and provider characteristics such as gender, languages spoken, whether they are currently accepting new Medicaid clients and links to the provider's website if available.
    - 5.2.3.1.3. A provider page or section that contains a description of the support the Contractor offers to providers, an online library of available tools, screenings, clinical guidelines, practice improvement activities, templates, trainings and any other resources the Contractor has compiled.
    - 5.2.3.1.4. A listing of immediately available resources to guide providers and their Members to needed community-based services, such as child care, food assistance, services supporting elders, housing, utility assistance and other non-medical supports.
  - 5.2.3.2. The Contractor shall make health disparity and cultural competency training available to the provider network on at least an annual basis.
- 5.2.4. The Contractor shall use a health information exchange, such as Quality Health Network, to facilitate improved clinical information sharing, where such services are available, and only to the extent that data is accessible under the terms of any applicable HIPAA Business Associate agreements.
- 5.2.5. The Contractor shall implement and maintain a Quality Improvement Program.
  - 5.2.5.1. The Quality Improvement Program shall:
    - 5.2.5.1.1. Credential and re-credential PCMPs with whom the Contractor contracts.
    - 5.2.5.1.2. Monitor and improve member access to and continuity of care through interdepartmental committee activities.
    - 5.2.5.1.3. Monitor and improve practitioner adherence to standards for preventive and chronic illness care.
    - 5.2.5.1.4. Monitor and improve practitioner adherence to standards for medical record keeping.
    - 5.2.5.1.5. Facilitate the development, distribution, and implementation of clinical practice guidelines of importance to Members in the Contractor's Region.

- 5.2.5.1.6. Use results of performance measurement to continually improve care delivered to Members.
- 5.2.5.1.7. Provide ongoing information or support to providers to support improvement of targeted performance measures, such as continuing medical education (CME) programs based on results of performance measurements and other quality improvement data.
- 5.2.5.1.8. Promote quality and safety of clinical care by reviewing identified adverse patient outcomes, identifying and evaluating trends and taking corrective action if deemed warranted.
- 5.2.5.1.9. Review and respond to Member and provider concerns and identify and evaluate related trends.
- 5.2.5.1.10. Take action to address Member and provider concerns.
- 5.2.5.1.11. Identify, through multiple mechanisms, important areas of care, safety and service to be monitored and initiate and complete necessary activities.
- 5.2.5.1.12. Coordinate and facilitate the collection and utilization of quality improvement data pertinent to services provided to the Members in the Contractor's Region by contracting entities.
- 5.2.5.2. The Contractor shall provide individuals to act as Quality Improvement Advisors. The Quality Improvement Advisors shall follow the minimum Quality Improvement Advisor Protocols listed in Exhibit E.
- 5.2.6. The Contractor shall provide interpreter services for all interactions with Members or Clients when there is no bilingual or multilingual Member of the Contractor available who speaks a language understood by a Member.
  - 5.2.6.1. The Contractor may provide interpreter services for any PCMP in the Contractor's Region or any other provider with whom the Contractor has an agreement that the provider needs to interact with Members. Additionally, the Contractor shall ensure all PCMPs have access to interpreter services for all interactions with Members who are deaf or hard of hearing.
- 5.2.7. The Contractor shall work with the Department to conduct a disability-competent care assessment of its provider network that provide care to Members. The Contractor shall use the Disability Competent Care Tool to perform this assessment. The assessment shall include an inventory of PCMPs that provide disability-competent care, including the types of services provided. The Contractor shall work with the Department to determine the best way to disseminate to clients and providers the information collected from the assessment
  - 5.2.7.1. The Contractor shall conduct the disability-competent care assessment of its provider network as prescribed by the Department, after consultation with the Contractor.
  - 5.2.7.2. The Contractor shall work with the Department and partner with regional disability organizations to provide disability-competent care technical assistance to PCMPs.

- 5.2.8. The Contractor shall work with PCMPs to ensure that physical access and flexible scheduling is available for all Members that request it.

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

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

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

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

- 6.1.1. The Contractor shall ensure that all PCMPs with which it contracts are aware of and comply with the Department's referral requirements. These requirements include referring the PCMP's Members to specialty care, as appropriate, and ensuring that clinical referrals are completed between PCMPs and specialists/referred providers to facilitate optimal health care, care coordination, and information sharing.
  - 6.1.1.1. The Contractor shall maintain a written protocol for clinical referrals to facilitate care coordination and sharing of relevant Member information and deliver those protocols to the Department for review and approval.
  - 6.1.1.2. The Department will review the Contractor's Clinical Referral Protocol and may direct changes. In the event that the Department directs changes, the Contractor shall make all changes to the Clinical Referral Protocol as directed by the Department.
    - 6.1.1.2.1. **DELIVERABLE:** Updated Clinical Referral Protocol including all changes directed by the Department.



- 6.1.1.2.2. DUE: Within three (3) Business Days from the Department's request for a change, unless more time is granted by the Department.
- 6.1.1.3. The Contractor shall implement the Clinical Referral Protocol upon Department approval.
- 6.1.1.4. In the event that the Contractor desires to make a material change to its Clinical Referral Protocol, the Contractor shall deliver any updates to its Clinical Referral Protocol to the Department for review and approval.
- 6.1.1.5. The Contractor shall not implement any material change to the Clinical Referral Protocol or updated Clinical Referral Protocol prior to the Department's approval of that protocol.
- 6.1.1.6. The Contractors will work with providers and the Department to minimize administration burden on providers resulting from the Contractor's protocols.
- 6.1.2. The Contractor shall allow the PCMPs with which it contracts to refer Members to any specialists enrolled in Medicaid or any other Medicaid provider, including those not associated with the Contractor or another RCCO. The PCMP will not be required to provide an administrative referral for any fee for service benefit.
- 6.1.3. After the clinical referral protocol described in section 6.1.1.3 is implemented, the Contractor shall ensure that the goal of improved communication and care coordination is met and that clinical referrals are occurring.
  - 6.1.3.1. The Department may request and review data and supporting documentation from the Contractor to ensure compliance with this requirement. All such monitoring will be performed in a manner that will not unduly interfere with contract work.

**6.2. MEDICAL MANAGEMENT SUPPORT**

- 6.2.1. The Contractor shall use, and recommend to PCMPs, traditional and non-traditional medical management practices and tools to ensure optimal health outcomes and manage costs for the Department and the Contractor's Members. These practices and tools may include, but are not limited to, any of the following:
  - 6.2.1.1. Traditional methods:
    - 6.2.1.1.1. Coordination with the Department's utilization management contractor to detect inappropriate utilization of services.
    - 6.2.1.1.2. Integrating disease management into the care of Members with multiple chronic conditions.
    - 6.2.1.1.3. Catastrophic case management.
    - 6.2.1.1.4. Coordination of medical services for Members with serious, life-changing, and possibly life-threatening, illnesses and injuries.
  - 6.2.1.2. Innovative and proven or promising practices:
    - 6.2.1.2.1. Technologically enhanced communication, such as cell phone messages, email communication and text messaging.

- 6.2.1.2.2. Providing PCMPs with tools and resources to support informed medical decision-making with Members.
- 6.2.1.2.3. Alternate formats for delivering care.
- 6.2.1.2.4. Methods for diversion to the most appropriate care setting.
- 6.2.2. The Department may review the Contractor's medical management practices and tools. In the event that the Department determines any practice or tool to be ineffective, inappropriate or otherwise unacceptable, the Contractor shall cease using or recommending that practice or tool immediately upon notification by the Department of its unacceptability.

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

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

### **6.4. CARE COORDINATION**

- 6.4.1. The Contractor shall provide care coordination for its Members, necessary for the Members to achieve their desired health outcomes in an efficient and responsible manner. The Contractor may allow the PCMPs, other Subcontractors, or other sources to perform some or all of the care coordination activities, but the Contractor shall be responsible for the ultimate delivery of care coordination services.
  - 6.4.1.1. In the event that the Contractor allows a PCMP or other Subcontractor to perform any care coordination activities, the agreement with that PCMP or other Subcontractor shall comply with all requirements of the Contract.

- 6.4.1.1.1. The Contractor shall take steps to evaluate each PCMP or other Subcontractor's ability to perform the services that have been delegated to them by the Contractor.
- 6.4.1.1.2. The Contractor shall submit to the Department, care coordination agreements and/or descriptions, providing information on the roles and expectations of the non-PCMPs or other Subcontractors working with the Contractor on any care coordination activities, including SCP Completion.
  - 6.4.1.1.2.1. DELIVERABLE: Care Coordination Agreements and/or Description.
  - 6.4.1.1.2.2. DUE: Thirty (30) days from the Department's request.
- 6.4.1.2. The Contractor shall offer supports for the Contractor's care coordination staff and the care coordination staff of any PCMPs or Subcontractors to whom the Contractor has delegated care coordination responsibilities. These supports shall include, at a minimum:
  - 6.4.1.2.1. Identification and education of care management best practices.
  - 6.4.1.2.2. Ongoing training.
  - 6.4.1.2.3. Access to technical assistance through the Contractor's multi-disciplinary care management leadership team.
- 6.4.2. Regardless of its relationships or contracts with PCMPs or Subcontractors, the Contractor shall:
  - 6.4.2.1. Assess current care coordination services provided of its Members to determine if the providers involved in each Member's care are providing necessary care coordination services and which care coordination services are insufficient or are not provided.
  - 6.4.2.2. Provide all care coordination services that are not provided by another source.
  - 6.4.2.3. Work with providers who are responsible for the Member's care to develop a plan for regular communication with the person(s) who are responsible for the Member's care coordination.
  - 6.4.2.4. Reasonably ensure that all care coordination services, including those provided by other individuals or entities, meet the needs of the Member.
- 6.4.3. The Contractor shall develop a formal system of care coordination for its Members. This formal system shall have the following characteristics:
  - 6.4.3.1. Comprehensive Care Coordination characteristics include:
    - 6.4.3.1.1. Assessing the Member's health and health behavior risks and medical and non-medical needs, including determining if a care plan exists and creating a care plan if one does not exist and is needed.
      - 6.4.3.1.1.1. The care plan shall include a behavioral health component for those clients in need of behavioral health services.

- 6.4.3.1.2. The ability to link Members both to medical services and to non-medical, community-based services, such as child care, food assistance, services supporting elders, housing, utilities assistance and other non-medical supports. This ability to link may range from being able to provide Members with the necessary contact information for the service to arranging the services and acting as a liaison between medical providers, non-medical providers and the Member.
- 6.4.3.1.3. Providing assistance during care transitions from hospitals or other care institutions to home- or community-based settings or during other transitions, such as the transition from children’s health services to adult health services or from hospital or home care to care in a nursing facility. This assistance shall promote continuity of care and prevent unnecessary re-hospitalizations and document and communicate necessary information about the Member to the providers, institutions and individuals involved in the transition.
  - 6.4.3.1.3.1. The Contractor shall provide, or work with community based organizations to arrange for, an individual to act as a Transition of Care Navigator for each Member during any transitions in this section. This individual shall communicate with every member to which they are assigned, once while they are in the hospital and again within forty-eight (48) hours of that Member’s discharge, to help the Member receive the assistance that Member needs during their transition.
- 6.4.3.1.4. Providing solutions to problems encountered by providers or Members in the provision or receipt of care.
  - 6.4.3.1.4.1. The Contractor shall use its existing grievance process to document all problems presented by Members in the provision or receipt of care and the solutions given to the Member. The Contractor shall also document problems presented by providers in the provision of care and the solutions provided to the provider. The Department may review any of the documented solutions and, should the Department determine the solution to be insufficient or otherwise unacceptable, may direct the Contractor to find a different solution or follow a specific course of action.
- 6.4.3.1.5. Informing the Members of the Department’s ACC: Medicare-Medicaid ombudsman, Medicaid ombudsman, or other ombudsman as directed by the Department, to assist the Member in resolving health care issues and filing grievances.
- 6.4.3.1.6. Following up with Members to assess whether the Member has received needed services and if the Member is on track to reach their desired health outcomes.
- 6.4.3.2. Client/Family Centered characteristics include:
  - 6.4.3.2.1. Ensuring that Members, and their families if applicable, are active participants in the Member’s care, to the extent that they are able and willing.
  - 6.4.3.2.2. Providing care and care coordination activities that are linguistically appropriate to the Member and are consistent with the Member’s cultural beliefs and values.

- 6.4.3.2.3. The Contractor shall provide training related to special populations and barriers to care they may encounter due to socio-economic, cultural or disability status to all of its new clinical staff members. The Contractor shall provide updated training to all staff members as needed to address changes in training, to address issues that arise in relation to special populations or as requested by the Department.
- 6.4.3.2.4. Providing care coordination that is responsive to the needs of special populations, including, but not limited to:
  - 6.4.3.2.4.1. The physically or developmentally disabled.
  - 6.4.3.2.4.2. Children and foster children.
  - 6.4.3.2.4.3. Adults and the aged.
  - 6.4.3.2.4.4. Non-English speakers.
  - 6.4.3.2.4.5. All expansion populations, as defined in Colorado House Bill 09-1293, the Colorado Health Care Affordability Act.
  - 6.4.3.2.4.6. Members in need of assistance with medical transitions.
  - 6.4.3.2.4.7. Members with complex behavioral or physical health needs.
  - 6.4.3.2.4.8. Members with HIV: In order to serve this population, the Contractor shall coordinate with the STD/HIV section of the Colorado Department of Public Health and Environment, which administers the Ryan White-funded program.
- 6.4.3.2.5. Providing care coordination that aims to keep Members out of a medical facility or institutional setting and provide care in the Member's community or home to the greatest extent possible. The Contractor shall ensure that all care coordination activities comply with the Supreme Court decision in *Olmstead v. L. C.* (527 U.S. 581 (1999)).
- 6.4.3.3. Integrated Care Coordination characteristics include:
  - 6.4.3.3.1. Ensuring that physical, behavioral, long-term care, social and other services are continuous and comprehensive and the service providers communicate with one another in order to effectively coordinate care.
  - 6.4.3.3.2. Providing services that are not duplicative of other services and that are mutually reinforcing.
  - 6.4.3.3.3. Implementing strategies to integrate member care such as:
    - 6.4.3.3.3.1. Developing a knowledge base of care providers, case management agencies and available services, both within the Contractor's network and the Members' communities.
    - 6.4.3.3.3.2. Becoming familiar with the Department's initiatives and programs.
    - 6.4.3.3.3.3. Knowing the eligibility criteria and contact points for community-based service available to the Member's in the Contractor's Region, subject to the Department's direction.

- 6.4.3.3.4. Identifying and addressing barriers to health in the in the Contractor's region, such as member transportation issues or medication management challenges.
- 6.4.3.4. The Contractor shall offer any necessary care coordination for Members who receive coverage under the Alternative Benefits Plan (ABP).
- 6.4.3.5. For Members who have been released from the Colorado Department of Corrections or county jail system, the Contractor shall coordinate with the Department of Corrections, counties, and the Members' BHO to ensure continuity of medical, behavioral, and pharmaceutical services.
- 6.4.3.6. The Contractor shall:
  - 6.4.3.6.1. Work with PCMPs to integrate and coordinate primary care, acute care, prescription drugs, behavioral health care and LTSS across Medicare and Medicaid for Members.
  - 6.4.3.6.2. Refer Members that could benefit from SEP or CCB Services.
  - 6.4.3.6.3. Work with existing delivery system, authorizing entities and specialty care/case managers to coordinate care for Members. The Contractor shall **not** duplicate functions provided within these systems of care.
- 6.4.3.7. The Contractor shall meet in person with all Members who are determined by the Department and the Contractor to be high risk and complete a Service Coordination Plan (SCP), within ninety (90) days of the Member's effective enrollment in the ACC: MMP. The Contractor shall work with all other Members to complete a SCP within one-hundred twenty (120) days of the Member's effective enrollment in the ACC: MMP. If the Contractor uses their own paper or electronic version of a SCP, it shall include all of the elements prescribed by the Department. The Service Coordination Plan shall serve as the care plan for the member. When the Contractor can confirm that a Member has an existing care plan through a SEP, CCB, BHO, or other Medicaid provider, the Service Coordination Plan is meant to complement the existing care plan.
  - 6.4.3.7.1. The Contractor shall ensure that the SCP is reviewed and updated as necessary with the Member, the Member's PCMP, and the Member's other service providers as appropriate. This review shall occur no less frequently than every six (6) months and after a critical incident (as specified by the SCP Guidelines).
  - 6.4.3.7.2. The Contractor shall participate in the Department's ACC: MMP Workgroup to work to improve the Demonstration and share best practices for:
    - 6.4.3.7.2.1. Care coordination.
    - 6.4.3.7.2.2. SCP completion and updating.
    - 6.4.3.7.2.3. Resource allocation.
    - 6.4.3.7.2.4. Grants to help with areas for improvement.

- 6.4.3.7.3. The Contractor shall coordinate with direct service providers to arrange for timely post-institutional or facility discharge follow-up, including medication reconciliation and substance abuse treatment and mental health care within 48 hours of a known admission of a Member to an institution or discharge from an institution.
- 6.4.3.7.4. The Contractor shall employ various strategies to improve care transitions between PCMPs, hospitals, nursing facilities and residential/rehabilitation facilities to provide prompt coordination of a Member's admission or discharge. Strategies may include in-person visits during hospitalization or nursing home stays, post-hospitalization and post-institutional stay home visits and telephone calls.
- 6.4.3.7.5. The Contractor shall ensure that services are person-centered and can accommodate and encourage beneficiary direction, that appropriate covered services are provided to beneficiaries, and that services are delivered in the least restrictive community setting in accordance with the Member's SCP.
- 6.4.3.7.6. The Contractor shall comply with written protocols between the Contractor and community partners and service providers that outline how the Contractor will work together with these partners to coordinate care and better serve Members. The protocols shall address partnerships with:
  - 6.4.3.7.6.1. BHOs.
  - 6.4.3.7.6.2. CCBs.
  - 6.4.3.7.6.3. Home Health Organizations.
  - 6.4.3.7.6.4. Hospitals.
  - 6.4.3.7.6.5. Hospice Organizations.
  - 6.4.3.7.6.6. SEPS.
  - 6.4.3.7.6.7. Skilled Nursing Facilities.
- 6.4.3.7.7. The Contractor shall inform the Department of community partners or service providers that are not in compliance with the written protocols.
- 6.4.4. The Contractor shall provide the Department with an updated documentation of its formal system of care coordination whenever it makes any significant change to its system, when a series of minor changes have combined into a significant change from the prior system or upon the Department's request. The Contractor shall deliver this documentation to the Department within sixty (60) days of the change or upon any request by the Department for updated documentation.
  - 6.4.4.1. DELIVERABLE: Updated documentation of formal system of care coordination.
  - 6.4.4.2. DUE: Sixty (60) days from the change or from the Department's request.

- 6.4.5. The Contractor shall attempt to contact any Member who accesses a hospital's emergency room, or are otherwise hospitalized, within thirty (30) days of the notification of the Member's discharge or emergency room visit, to explain the importance of the Medical Home concept and to help schedule an appointment with the Member's PCMP.
- 6.4.5.1. DELIVERABLE: Member contact for hospitalized Members.
- 6.4.5.2. DUE: Thirty (30) days from the Member's discharge from the hospital.
- 6.4.6. The Department may review the Contractor's formal system of care coordination at any time. The Department may direct changes in the Contractor's system of care coordination in the event that it determines any aspect of the system to be insufficient, inappropriate or otherwise unacceptable, for any reason. The Contractor shall immediately implement any changes directed by the Department and update its documentation of its formal system of care coordination accordingly.
- 6.4.7. The Contractor shall ensure coordination between behavioral health and physical health providers.
- 6.4.8. The Contractor shall classify each member in the Contractor's Region, based on their care utilization, according to the Care Coordination Levels shown in **Exhibit F**. The Contractor shall assign an individual to be a Care Coordinator for each Member, based on that Member's Care Coordination Level, to assist in transitioning the Member to the lowest possible Care Coordination Level.
- 6.4.8.1. The Care Coordinator shall follow up with the Member at least:
- 6.4.8.1.1. Biweekly for any Member classified as Level 4.
- 6.4.8.1.2. Monthly for any Member classified as Level 3a or 3b.
- 6.4.8.2. The Contractor shall provide support, via telephone, as requested by any Member of any classification level.
- 6.4.8.3. The Contractor shall provide the services to each Member, based on that Member's Care Coordination Level, as described in **Exhibit F**.
- 6.4.8.4. The Contractor shall arrange for training on poverty-related issues, such as the Contractor's Bridges out of Poverty training, to all of its Care Coordinators within three months of that staff member's placement as a Care Coordinator. The Contractor shall provide updated training to all staff members as needed to address changes in the training, to address issues that arise in relation to poverty-related issues or as requested by the Department.
- 6.4.8.5. The Contractor shall seek consent from all Members, in the Contractor's Region, who seek care in the mental health system so that it may share this information with that Member's Care Coordinator.



- 6.4.9. The Contractor shall provide the Department with a report outlining its care coordination activities. The Contractor shall submit the report using a template that has been mutually agreed upon by the Contractor and the Department. The report shall describe the Contractor's approach to care coordination and stratification of Members within their Region and shall contain, at a minimum, narrative and statistics that address the following:
- 6.4.9.1. Direct care coordination activities of the Contractor:
    - 6.4.9.1.1. The number of unique Members for whom care coordination services were provided by the Contractor during the reporting period.
    - 6.4.9.1.2. The number of FTE, including level of licensure, the Contractor has dedicated and applied to care coordination.
    - 6.4.9.1.3. The number of new care coordination cases initiated by the Contractor within the reporting period.
    - 6.4.9.1.4. The number of established and on-going care coordination cases that were on file with the Contractor during the reporting period.
  - 6.4.9.2. Delegated care coordination activities:
    - 6.4.9.2.1. The number of entities to whom the Contractor has delegated care coordination responsibilities, including the number of FTE and level of licensure the delegated care coordination entity has dedicated and applied to care coordination.
    - 6.4.9.2.2. The number of unique Members for whom care coordination services were provided by a delegated entity during the reporting period.
    - 6.4.9.2.3. The number of FTE, including level of licensure, the delegated entities have dedicated and applied to care coordination.
    - 6.4.9.2.4. The number of new care coordination cases initiated by delegated entities within the reporting period.
    - 6.4.9.2.5. The number of established and on-going care coordination cases that were on file with delegated entities during the reporting period.
  - 6.4.9.3. DELIVERABLE: Care Coordination Report
  - 6.4.9.4. DUE: Semi-annually on November 1, reporting for the period of April 1 through September 30; and May 1, reporting for the period of October 1 through March 30.
  - 6.4.10. The Contractor shall be responsible for all care coordination services required under this section 6.4 of this contract regardless of whether or not the Member is attributed to a PCMP.

**6.5. PCMP CO-PAYMENT VOUCHERS**

- 6.5.1. The Contractor may propose a co-payment voucher plan (plan) to the Department to issue vouchers for primary care visits to Members attributed to the Contractor. The goal(s) of the plan may include, but are not limited to:
  - 6.5.1.1. Reducing the inappropriate utilization of emergency rooms.

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

## **SECTION 7.0 ACCOUNTABILITY**

### **7.1. PERFORMANCE METRICS**

- 7.1.1. The Department will use ACC: MMP specific quality measures to measure the Contractor's performance in the ACC: MMP. The measures include Federally mandated model core measures, State-specific process measures, and State-specific Demonstration measures that are part of the Pay for Performance Program for Members. The Department will work with the Centers for Medicare & Medicaid Services to establish benchmark performance targets for each measure. The Contractor shall monitor their performance as well as the performance of their contracted PCMPs on each measure. The Contractor shall provide practice support and quality improvement activities for PCMPs whose performance is below the established targets.
- 7.1.2. The Department will also use ACC: MMP specific Key Performance Indicators, developed in collaboration with the RCCOs, as part of the Pay for Performance Program. The Key Performance Indicators include Potentially Preventable Admissions (PPA), Thirty (30) Day All-Cause Re-admissions, and Depression Screening.

## **7.2. PERFORMANCE IMPROVEMENT**

- 7.2.1. The Contractor shall submit an annual Quality Report and Quality Improvement Plan to the Department for approval. In your plan, include specific interventions/asures to address the needs of the ACC: MMP population, including activities targeting disabled clients and older adults with frail health. The report shall include:
  - 7.2.1.1. A description of the techniques used by the Contractor to improve its performance, effectiveness, and quality outcomes. This report shall describe the qualitative and quantitative impact the techniques had on quality and the overall impact and effectiveness of the quality assessment and improvement program.
  - 7.2.1.2. A description of past quality assessments and performance improvement activities targeted at creating a substantial improvements in the quality and results for next year.
  - 7.2.1.3. Findings and opportunities for improvement identified in studies, performance outcomes measurements, Member satisfaction surveys, and other monitoring quality activities.
  - 7.2.1.4. A description of annual activities related to practice support plans. These practice support activities shall be directed at a majority of the PCMPs in the Contractor's Region and may range from disseminating practice support resources to its PCMP network, to conducting formal training classes for PCMPs. Any data used to drive practice support plans shall be included.
- 7.2.2. The Contractor shall deliver the Quality Report and Quality Improvement Plan updates to the Department on an annual basis by October 1<sup>st</sup> of that year.
  - 7.2.2.1. DELIVERABLE: Initial Quality Report and Quality Improvement Plan; Annual Quality Report and Quality Improvement Plan update.
  - 7.2.2.2. DUE: The Initial Quality Report and Quality Improvement Plan is due by October 1, 2015; the Quality Report and Quality Improvement Plan Update is due annually, by October 1<sup>st</sup> of the year.

## **7.3. FEEDBACK AND INNOVATION**

- 7.3.1. With permission from the Department, the Contractor shall use their existing Performance Improvement Advisory structure to provide community-level leadership and stakeholder input into the Contractor's implementation of the ACC: MMP and the Contractor's own performance improvement program.

## **SECTION 8.0 PROGRAM REPORTING**

### **8.1. ADMINISTRATIVE REPORTING**

- 8.1.1. The Contractor shall perform reporting as outlined below. With Department permission, the Contractor may include information required by this Contract in reports and deliverables the Department requires per the terms of the ACC Base Contract.
- 8.1.2. Network Report
  - 8.1.2.1. The Network Report shall contain:
    - 8.1.2.1.1. A listing of the total number of providers by type of provider and by county, including, but not limited to, PCMPs, specialists and hospitals.
    - 8.1.2.1.2. The number of providers who are accepting new Clients.
    - 8.1.2.1.3. A description of how the Contractor's network of providers and other community resources meet the needs of the Member population in the Contractor's Region, specifically including a description of how Members in special populations, as described in section 4.1.6, are able to access care.
  - 8.1.2.2. In addition to the requirements for all network reports, the report submitted at the beginning of the Department's fiscal year shall include a summary of the challenges and opportunities for improving the Contractor's network, the existing unmet needs within the Contractor's network and the Contractor's strategy for meeting those needs.
  - 8.1.2.3. The Contractor shall submit the network report on a semi-annual basis.
    - 8.1.2.3.1. DELIVERABLE: Network Report.
    - 8.1.2.3.2. DUE: Semi-annually, by January 31<sup>st</sup> and July 31<sup>st</sup> of each year.
  - 8.1.2.4. The Department may request interim Network Reports, containing the same information normally contained in a semi-annual Network Report, from the Contractor at any time other than a semi-annual reporting period.
    - 8.1.2.4.1. DELIVERABLE: Interim Network Report.
    - 8.1.2.4.2. DUE: within ten (10) Business Days after the Department's request for the interim Network Report.
- 8.1.3. Program Integrity Report
  - 8.1.3.1. The Contractor shall report to the Department any suspicion or knowledge of fraud or abuse, including, but not limited to, false or fraudulent filings of claims and the acceptance of or failure to return any monies allowed or paid on claims known to be fraudulent.

- 8.1.3.2. The Contractor shall report any suspicion or knowledge of fraud or abuse to the Department immediately upon receipt of the information causing suspicion or knowledge of the fraud or abuse.
  - 8.1.3.3. The Contractor shall prepare a written program integrity report detailing the specific background information of any reported fraud or abuse, the name of the provider and a description of how the Contractor became aware of the information that led to the report. The Contractor shall deliver this Program Integrity Report to the Department within ten (10) business days from when it reported the fraud or abuse to the Department.
    - 8.1.3.3.1. DELIVERABLE: Program Integrity Report.
    - 8.1.3.3.2. DUE: Ten (10) Business Days from the initial report of the fraud or abuse.
  - 8.1.3.4. The Contractor shall report any possible instances of a Member's fraud, such as document falsification, to the department of human or social services in the county in which the Member resides, immediately upon gaining information leading to knowledge of the fraud or suspicion of fraud. The Contractor shall deliver a written report of the possible instances of the Member's fraud detailing the specific background information of the reported fraud, the name of the Member and a description of how the Contractor became aware of the information that led to the report. The Contractor shall deliver this Member fraud report to the county department to which it made its initial report within ten (10) business days from when it reported the fraud to the county department.
    - 8.1.3.4.1. DELIVERABLE: Member Fraud Report.
    - 8.1.3.4.2. DUE: Ten (10) Business Days from the initial report of the fraud or abuse.
- 8.2. PERFORMANCE REPORTS**
- 8.2.1. Integrated care
    - 8.2.1.1. The Contractor shall submit a semi-annual report describing all of the following:
      - 8.2.1.1.1. Integrated care efforts and continuing challenges.
      - 8.2.1.1.2. Updates on strategies identified in the existing Behavioral Health Integration Report.
      - 8.2.1.1.3. DELIVERABLE: Integrated Care Report.
      - 8.2.1.1.4. DUE: Semi-annually, by January 31<sup>st</sup> and July 31<sup>st</sup> of each year.
  - 8.2.2. Member Outreach and Stakeholder Feedback Report
    - 8.2.2.1. The Member Outreach and Stakeholder Feedback Report shall contain:
      - 8.2.2.1.1. A summary of the feedback received from Members and other stakeholders, through any advisory committee or through any other means.
      - 8.2.2.1.2. A description of trends and themes in the feedback received.
      - 8.2.2.1.3. A description of overarching issues to address or system-wide problems that must be solved and a proposal to address these issues or solve the problems.

- 8.2.2.1.4. A summary of the feedback and complaints from Members, providers and the community at large and any advice or views expressed by the Contractor's Performance Improvement Advisory Committee.
- 8.2.2.1.5. The results of the prior quarter's attempts to contact Members as described in section 3.1.1.3.2, including the success rate of connecting Members without a PCMP to a PCMP.
- 8.2.2.1.6. The Contractor's plan for contacting Members without a PCMP during the following quarter.
- 8.2.2.2. The Contractor shall provide the Member Outreach and Stakeholder Feedback Report, to the Department, on a quarterly basis, within thirty (30) days from the end of the quarter that the report covers.
- 8.2.2.3. The Stakeholder feedback report may contain information that is not reflected in the Contractor's regular grievance process and the information contained in such a report is not indicative of a weakness or limitation of the Contractor or the Contractor's systems.
  - 8.2.2.3.1. DELIVERABLE: Member Outreach and Stakeholder Feedback Report.
  - 8.2.2.3.2. DUE: Semi-annually, by April 30<sup>th</sup> and October 31<sup>st</sup> of each year.
- 8.2.3. Financial Reporting
  - 8.2.3.1. The Contractor shall submit a quarterly financial report to the Department using a template that has been mutually agreed upon by the Contractor and the Department. The report shall contain a detailed accounting of the total revenue received during the quarter and how payments were spent.
  - 8.2.3.2. DELIVERABLE: Quarterly Financial Report.
  - 8.2.3.3. DUE: No later than forty-five (45) days from the end of the state fiscal quarter that the report covers.
- 8.2.4. ACC: MMP Report
  - 8.2.4.1. The Contractor shall provide the Department with a report outlining its activities for Members. The report shall address care coordination, network adequacy and disability-competent care. The Department shall work with the Contractor to develop the template for the report which shall contain narrative and statistics that address the following:
    - 8.2.4.1.1. Direct care coordination activities of the Contractor, including:
      - 8.2.4.1.1.1. A list of Members, including names and Client IDs, for whom:
        - 8.2.4.1.1.1.1. A new Service Coordination Plan was completed by the Contractor within the prescribed timelines during the reporting period.
        - 8.2.4.1.1.1.2. A new Service Coordination Plan was outside of the prescribed timelines during the reporting period.
        - 8.2.4.1.1.1.3. A current Service Coordination Plan was updated within 6 months of last update/initial creation during the reporting period.

- 8.2.4.1.1.1.4. A current Service Coordination Plan was updated in a period of greater than 6 months since the last update/initial creation during the reporting period.
- 8.2.4.1.1.1.5. The number and percentage of Clients discharged from a hospital, nursing facility, or other institutional setting who were contacted for care coordination within 3-7 days following discharge.
- 8.2.4.1.1.1.6. The number and type of referrals the Contractor provided for Members to protocol providers (SEPs, CCBs, BHOs, hospitals, home health Organizations, and hospice organizations).
- 8.2.4.1.2. Delegated care coordination activities, including the following for each delegated entity:
  - 8.2.4.1.2.1. A list of Members, including names and Client IDs, for whom:
    - 8.2.4.1.2.1.1. A new Service Coordination Plan was completed by delegated entities and the name of the delegated entity.
    - 8.2.4.1.2.1.2. A new Service Coordination Plan was completed by the delegated entities within the prescribed timelines during the reporting period.
    - 8.2.4.1.2.1.3. A new Service Coordination Plan was completed by the delegated entities outside of the prescribed timelines during the reporting period.
    - 8.2.4.1.2.1.4. A current Service Coordination Plan was updated by the delegated entities within 6 months of last update/initial creation during the reporting period.
    - 8.2.4.1.2.1.5. A current Service Coordination Plan was updated by the delegated entities in a period of greater than 6 months since the last update/initial creation during the reporting period.
    - 8.2.4.1.2.1.6. The number and percentage of Clients discharged from a hospital, nursing facility, or other institutional setting who were contacted for care coordination by the delegated entities within 3-7 days following discharge.
    - 8.2.4.1.2.1.7. The number and type of referrals the delegated entities provided for Members to protocol providers (SEPs, CCBs, BHOs, hospitals, home health organizations, and hospice organizations).
- 8.2.4.1.3. Care coordination challenges, including:
  - 8.2.4.1.3.1. A list of Members, including names and Client IDs, for whom:
    - 8.2.4.1.3.2. The Contractor or its delegate was not able to obtain accurate information for during the reporting period.
    - 8.2.4.1.3.3. The Contractor or its delegate attempted to contact at least three (3) times, using at least two (2) different methods, but did not receive a response during the reporting period.
    - 8.2.4.1.3.4. The Member refused care coordination during the reporting period.

- 8.2.4.1.4. Network Adequacy:
  - 8.2.4.1.4.1. The number of PCMPs contracted during the reporting period who had served as a primary care provider and had not been contracted PCMPs.
- 8.2.4.1.5. ACC: MMP Protocols:
  - 8.2.4.1.5.1. The number and types of providers (SEPs, CCBs, BHOs, hospitals, home health Organizations, skilled nursing facilities, and hospice organizations) the Contractor has contacted to comply with protocol requirements during the reporting period.
- 8.2.4.1.6. Disability-competent care:
  - 8.2.4.1.6.1. The Contractor shall report on the number and percentage of providers in their Region participating in training on disability, cultural competence and health assessments during the report period.
  - 8.2.4.1.6.2. The Contractor shall report on use of the Disability Competent Care Tool (DCC Tool) as determined by the Department, after consultation with the Contractor.
- 8.2.4.2. DELIVERABLE: ACC: MMP Report
- 8.2.4.3. DUE: Quarterly, by the 10th day of the month following the end of the calendar quarter the report covers, starting in July 2015.

### **8.3. REPORT VERIFICATION**

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

### **8.4. REPORT FORMAT OR TEMPLATES**



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

**SECTION 9.0 COMPENSATION**

**9.1. PAYMENT**

- 9.1.1. The Department will pay the Contractor a monthly ACC: MMP Payment. The ACC: MMP Payments for July 1, 2015 through December 31, 2015 are based on an estimated proportion of enrollees in the Contractor’s Region, relative to total population. The ACC: MMP Payments for January 1, 2016 through June 30, 2016 will be a monthly per member per month (PMPM) payment for each Member that is enrolled with the Contractor as of the first day of the month.

Period	Monthly Payment / Rate
July 1, 2015 through December 31, 2015	\$98,550.02 per month
January 1, 2016 through June 30, 2016	\$20.00 PMPM

**9.2. PAY FOR PERFORMANCE PROGRAM**

- 9.2.1. The Department may institute a pay for performance program for Members. In the event that the Department decides to institute a pay for performance program, it will work with the Contractor to develop targets and will amend this Contract as necessary to institute the program.

**9.3. PAYMENT CALCULATION DISPUTES**

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

**SECTION 10.0 TRANSITION AT TERMINATION**

**10.1. CONTRACTOR’S TRANSITION REQUIREMENTS**

- 10.1.1. Upon termination of the Contract for any reason, the Contractor shall do all of the following for a period not to exceed sixty (60) days before termination of the Contract:
- 10.1.1.1. Provide the Department with all information related to the Contractor’s PCMP Network, its Members and the services provided to those Members, for transition to the Department or any other contractor of the Contractor’s responsibilities.

- 10.1.1.2. Provide for the uninterrupted continuation of all network management, care coordination and administrative services until the transition of every Member is complete and all requirements of the Contract are satisfied.
- 10.1.1.3. Designate an appropriate individual as the transition coordinator to work with the Department and any staff from the replacement contractor to ensure the transition does not adversely impact any member's care.
- 10.1.1.4. Provide to the Department all reports reasonably necessary for a transition.
- 10.1.1.5. Notify any Subcontractors of the termination of the Contract, as directed by the Department.
- 10.1.1.6. Notify all of the Members in the Contractor's Region that the Contractor will no longer be the RCCO for the region, in a form and manner approved by the Department.
- 10.1.1.7. Notify each PCMP in the Contractor's PCMP Network of the termination and the end date of the Contract and explain to the provider how the provider may continue participating in the ACC Program.
- 10.1.1.8. Cooperate with the Department and any other replacement contractor during the transition, including, but not limited to, using reasonable efforts to share and transfer Member information and following any instructions or performing any required actions, as reasonably directed by the Department.
- 10.1.1.9. Provide the Department, in a format prescribed and approved by the Department:
  - 10.1.1.9.1. A list of all PCMPs in the Contractor's PCMP Network.
  - 10.1.1.9.2. A list of all Members in the Contractor's Region.

**SECTION 11.0 GENERAL REQUIREMENTS**

**11.1. CONTRACTORS AND SUBCONTRACTORS**

**11.1.1. Department Contractors**

- 11.1.1.1. The Department may, in its sole discretion, use another contractor to perform any of the Department's responsibilities contained in the Contract. The Contractor shall work in coordination with any of these other contractors at the Department's direction. Any reference to the Department shall also include reference to its contractors as applicable.

**11.1.2. Subcontractors**

- 11.1.2.1. Other than the care coordination provided by any PCMP, the Contractor shall not subcontract more than forty percent (40%) of its responsibilities under the Contract, based on the total annual Contract value, to any other entity and it shall not subcontract more than twenty percent (20%) of its responsibilities under the Contract, based on the total annual Contract value, to any single entity.

- 11.1.2.2. The Contractor shall not enter into any agreement with a Subcontractor or have any Subcontractor begin work in relation to the Contract until it has received the express, written consent of the Department to subcontract with the specific Subcontractor. This consent requirement shall only apply to subcontracts that relate to ten percent (10%) or more of the responsibilities under the Contract, based on the total annual Contract value.
- 11.1.2.3. Any agreement the Contractor has with a Subcontractor shall be in writing and shall require compliance with all of the terms in this Contract.

## **11.2. NO MEDICAL TREATMENT DIRECTION**

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

## **11.3. DUE DATE AND TIMELINES**

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

## **11.4. CYBER SECURITY**

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

## **11.5. DISPUTES BETWEEN RCCOS**

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

#### **11.6. DEBARRED ENTITIES**

- 11.6.1. In addition to the Debarment and Suspension provisions in §21(C) of this Contract, the Contractor shall not knowingly have a relationship with any of the following entities:
- 11.6.1.1. An individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No.12549 or under guidelines implementing Executive Order No. 12549.
- 11.6.1.2. An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described in the prior paragraph.
- 11.6.2. For the purposes of this section, a relationship is described as:
- 11.6.2.1. A director, officer or partner of the Contractor.
- 11.6.2.2. A person or entity with more than five percent (5%) beneficial ownership of the Contractor.
- 11.6.2.3. A Person with an employment, consulting or other arrangement with the Contractor that is responsible for any of the Contractor's obligations under this Contract.

#### **11.7. FEDERAL INTERMEDIATE SANCTIONS**

- 11.7.1. The Department may implement any intermediate sanctions, as described in 42 CFR 438.702, if the Department makes the determination to impose sanctions under 42 CFR 438.700.
- 11.7.2. Before imposing any intermediate sanctions, the Department shall give the Contractor timely written notice that explains:
- 11.7.2.1. The basis and nature of the sanction.

#### **11.8. TERMINATION UNDER FEDERAL REGULATIONS**

- 11.8.1. The Department may terminate this Contract for cause and enroll any Member enrolled with the Contractor in other RCCOs or PCCMs, or provide their Medicaid benefits through other options included in the State plan if the Department determines that the Contractor has failed to:
- 11.8.1.1. Carry out the substantive terms of its contracts.
- 11.8.1.2. Meet applicable requirements in sections 1932, 1903(m) and 1905(t) of the Social Security Act (42 U.S.C. 401).

- 11.8.2. Before terminating the Contractor's Contract as described in this section, the Department shall:
- 11.8.2.1. Provide the Contractor a cure notice that includes, at a minimum, all of the following:
    - 11.8.2.1.1. The Department's intent to terminate.
    - 11.8.2.1.2. The reason for the termination.
    - 11.8.2.1.3. The time and place for the pre-termination hearing
  - 11.8.2.2. Conduct a pre-termination hearing.
  - 11.8.2.3. Give the Contractor written notice of the decision affirming or reversing the proposed termination of the Contract.
  - 11.8.2.4. If the Department determines, after the hearing, to terminate the Contract for cause, then the Department shall send a written termination notice to the Contractor that contains the effective date of the termination.
    - 11.8.2.4.1. Upon receipt of the termination notice, the Contractor shall give Members enrolled with the Contractor notice of the termination and information, consistent with 42 CFR 438.10, on their options for receiving Medicaid services following the effective date of termination.
  - 11.8.3. Once the Department has notified the Contractor of its intent to terminate under this section, the Department may:
    - 11.8.3.1. Give the Members enrolled with the Contractor written notice of the State's intent to terminate the Contract.
    - 11.8.3.2. Allow Members enrolled with the Contractor to disenroll immediately, without cause.

#### **11.9. INFORMATION AVAILABILITY**

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

#### **11.10. RETROSPECTIVE ENROLLMENT AND DISENROLLMENT**

- 11.10.1. The Department may retroactively enroll Members for a period of not more than ninety (90) days in its discretion.
- 11.10.2. In the event of retrospective disenrollment, the Department will attempt to recoup any payments made:

- 11.10.2.1. After the date of a Member's death.
- 11.10.2.2. When a Member is determined to be in another state or to have otherwise received services in another state.

**11.11. FEDERAL DISCLOSURES OF INFORMATION ON OWNERSHIP AND CONTROL**

- 11.11.1. The Contractor shall provide all disclosures required by 42 CFR 455.104, as amended or hereinafter amended. These disclosures are:
    - 11.11.1.1. The name and address of any person, either an individual or a corporation, with an ownership or control interest in the Contractor. For a corporate entity, the address shall include the primary business address, the address of each business location if there is more than one location and any applicable P.O. Box address.
      - 11.11.1.1.1. The date of birth and social security number for any individual with an ownership or control interest in the Contractor.
      - 11.11.1.1.2. The tax identification number of any corporate entity with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or greater interest.
    - 11.11.1.2. Whether any person, either an individual or a corporation, with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.
    - 11.11.1.3. Whether any person, either an individual or a corporation, with an ownership or control interest in the any subcontractor in which the Contractor has a five percent (5%) or greater interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.
    - 11.11.1.4. The name of any other entity required to disclose under 42 CFR 455.104 in which any owner of the Contractor has an ownership or control interest.
    - 11.11.1.5. The name, address, date of birth and Social Security Number of any managing employee of the Contractor.
  - 11.11.2. "Ownership interest" and "person with an ownership or control interest" shall have the meaning specified in 42 CFR 455.101, as amended or hereinafter amended. "Subcontractor", for purposes of this subsection 11.11 only, shall have the meaning specified in 42 CFR 455.101, as amended or hereinafter amended.
  - 11.11.3. The Contractor shall complete these disclosures when any of the following occur:
    - 11.11.3.1. Submission of a provider application
    - 11.11.3.2. Execution of the Contract
    - 11.11.3.3. Upon request of the Department during the revalidation of the provider enrollment
    - 11.11.3.4. Within thirty-five (35) days of any change in ownership of the Contractor.
- 11.12. SDAC ACCESS COMPLIANCE**
- 11.12.1. The Contractor shall comply with the Department's SDAC Web Portal access policy.

**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
  - f. Option to initiate next phase of a contract
- 2) **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, MEDICAL HOME MODEL PRINCIPLES**

The following are the principles of the Medical Home model:

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



**EXHIBIT D, MEMBER RIGHTS AND PROTECTIONS**

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

## **EXHIBIT E, IMPROVEMENT ADVISOR PROTOCOLS**

### **Step 1: Determine Patient Data Sources and Data Collection options**

- A. Evaluate immediately available options for population of patient registry tool;
- B. Validate and test registry source information.

### **Step 2: Implement and Populate Patient Registry tools**

- A. Select and install a registry tool – may initially entail very basic data gathering and decision-support.
- B. Determine total population based on measure set.
- C. Determine staff workflow to support registry use.
- D. Populate registry with patient data.
- E. Routinely maintain registry data.
- F. Use registry to manage patient care and support population management.
- G. Extract measures from practice registry.
- H. Review patients against evidence-based protocols for gaps in care.
- I. Outreach to patients who are out of compliance on protocols.
- J. Compare measures by individual provider and with other providers monthly.

### **Step 3: Adopt Planned Care Templates**

- A. Select template tool from registry/Electronic Health Record or create a flow sheet.
- B. Determine staff workflow to support use of template.
- C. Use template with all patients.
- D. Ensure registry updated each time template used.
- E. Monitor consistent and appropriate use of care templates.

### **Step 4: Implement Clinical Protocols**

- A. Select and apply evidence-based protocols to practice's patient panel.
- B. Determine staff workflow to support protocols, including standing orders.
- C. Use protocols with all patients.
- D. Monitor use of protocols.

### **Step 5: Develop Patient Self Management Supports ("SMS")**

- A. Obtain patient education materials (e.g., asthma action plans).
- B. Determine staff workflow to support SMS.
- C. Provide training to staff in SMS techniques.
- D. Set patient goals collaboratively.
- E. Document & monitor patient progress toward goals.
- F. Link patients with community resources (schools, service organizations).
- G. Implement patient activation measurements.

---

---

**Step 6: Implement Health Information Exchange Protocols**

- A. Implement community Health Information Exchange (HIE) within practice.
- B. Implement auto processing protocols.
- C. Standardize staff work flow to maximize value of HIE services.
- D. Maximize use of data points from HIE.
- E. Monitor consistent and appropriate use of standard HIE workflows.

**EXHIBIT F, CARE COORDINATION LEVELS**

**Level 1a – Healthy Members who routinely have annual and preventive screenings**

Contractor Activities:

- 1) Annual reminder mailings, secure e-mails and/or text messages to Members and providers.

**Level 1b – Healthy Members who inconsistently have, or do not have annual and preventive screenings**

Contractor Activities:

- 1) Annual reminder mailings, secure e-mails and/or text messages and automated calls to Members and providers.
- 2) Health Educators will reinforce healthy lifestyles, promote medication adherence, and empower Members, family and caregivers to interact with the health care system.

**Level 2 – Well-controlled disease process; Member with good self-management skills**

Contractor Activities:

- 1) Annual reminder mailings, secure e-mails, text messages and automated calls to
- 2) Members and providers.
- 3) Self-management education and care coordination.
- 4) Mailings, secure E-mails, text messages.
- 5) Annual call from Care Coordinator 6 months after annual visit to evaluate adherence and reinforce treatment plan.
- 6) Identify financial issues and community resources.

**Level 3a – Moderately well-managed Disease Process (controlled and uncontrolled periods, referrals to specialists not required)**

Contractor Activities:

- 1) Annual reminder mailings, secure e-mails, text messages and automated calls to Members and providers.
- 2) Post-visit call by Care Coordinator to review treatment plan and answer questions.
- 3) Routine post-visit monitoring by RN, LPN, or educator based on need.
- 4) Self-management education and care coordination.
- 5) Mailings, secure E-mails, text messages and phone calls to evaluate adherence and reinforce treatment plan.
- 6) Identify financial issues and community resources.

**Level 3b – Moderately managed Disease Process (controlled and uncontrolled periods and referrals to specialists required)**

Contractor Activities:

- 1) Annual reminder mailings, secure e-mails, text messages and automated calls to Members and providers.
- 2) Telemedicine visits with PCMP and specialist in rural areas.
- 3) Home monitoring or scheduled secure e-mail updates to PCMP.
- 4) Daily to weekly Care Coordinator calls to Member for treatment plan monitoring.
- 5) Care Coordinator coordinates follow-up with multiple providers and coordinates communication between providers.
- 6) Self-management education and care coordination.
- 7) Members will receive calls after physician office visits to review the Member's treatment plan. Members will receive weekly calls to improve self-management skills and reinforce treatment plan. Education and referrals to community resources (such as available classes) will be supplied with the goal of moving the Member to the next lowest level.
- 8) Identify financial issues and community resources.

#### **Level 4 – Complex Outpatient Care Coordination – Poorly controlled disease process**

##### **Contractor Activities:**

- 1) Annual reminder mailings, secure e-mails, text messages and automated calls to Members and providers.
- 2) Care Coordinator assessment and identification of barriers to control of disease process.
- 3) Care Coordinator to attend office visits on an as needed basis.
- 4) Home monitoring.
- 5) Care Coordinator facilitates collaboration between all providers, both clinical and non-clinical, to promote development of, and compliance with a treatment plan and to decrease or eliminate barriers.
- 6) Collaborate and coordinate with external agencies and resources.
- 7) Self-management education and care coordination.
- 8) Member will be closely monitored and assessed by the Care Coordinator so that barriers to optimal self-management can be identified and eliminated or reduced. At this level, most Members have limited self-management skills and need a significant amount of intervention to become confident in their ability to self manage.
- 9) Identify financial issues and community resources.

#### **Level 5 – Transitions of Care**

Transition of Care - In the course of an acute exacerbation of an illness, a Member might receive care from a PCMP or specialist in an outpatient setting, then transition to a hospital admission before moving on to yet another care team at a skilled nursing facility. Finally, the Member might return home, where he or she would receive care from a Home Health nurse. Each of these shifts from care providers and settings is defined as a care transition.

##### **Contractor Activities:**

- 1) Annual reminder mailings, e-mails, text messages and automated calls to Members and providers.
- 2) Care Coordinator is sent on-site to coordinate and facilitate communication.
- 3) Care Coordinator will:

- a) Coordinate and facilitate continuity of health care as the Member transfers between different locations or different levels of care within the same location.
- b) Function as Member advocate.
- c) Act as liaison between providers and family.
- d) Communicate current information about the Member's goals, preferences, and clinical status.
- e) Coordinate logistical arrangements:
  - i) Between PCMP and attending providers
  - ii) The next care team
  - iii) Transportation
  - iv) Medication reconciliation
  - v) Discharge planning
- 4) Member and caregiver education – assure that the Member and caregiver(s) are knowledgeable about the indicators that their Medical condition is worsening and how to respond.
- 5) Member schedules and completes follow-up visit with primary care and/or specialty physician and is empowered to be an active participant in these interactions.
- 6) Post transition follow-up visits.

## EXHIBIT G, DELIVERABLES

### DUE DATE AND TIMELINES

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

### CONTRACT DELIVERABLES

- 2.2.7.1. DELIVERABLE: **Organizational Chart.**
- 2.2.7.2. DUE: Thirty (30) days from the Contract's Effective Date.
  
- 2.2.8.1. DELIVERABLE: **Updated Organizational Chart.**
- 2.2.8.2. DUE: Five (5) days from any change in Key Personnel of from the Department's request for an updated Organizational Chart.
  
- 3.2.1.3.1 DELIVERABLE: **All ACC: MMP client materials..**
- 3.2.1.3.2 DUE: Ten (10) Business Days prior to the Contractor printing or disseminating materials to any Member or Client, unless the Department approves a shorter submission deadline.
  
- 3.2.1.3.3 DELIVERABLE: **Updated client materials** including changes required by the Department.
- 3.2.1.3.4 DUE: Thirty (30) days from the request by the Department to make a change.
  
- 3.2.3.1.1. DELIVERABLES: **ACC: MMP Member Handbook** – updated section specific to the Contractor's Region, when significant changes occur.
- 3.2.3.1.2.. DUE: Thirty (30) days from the effective date of the changes.
  
- 3.2.3.2.1. DELIVERABLES: **PCMP Directory.**
- 3.2.3.2.2 DUE: Monthly by the first day of the month, unless extension is allowed by the Department.
  
- 4.3.2.2.1. DELIVERABLE: **Updated Communication Plan**

- 4.3.2.2.2. DUE: Thirty (30) days prior to the date of any significant change to the Communication Plan
- 5.1.1.3.1 DELIVERABLE: All **provider support documents** and direct provider contact plans.
- 5.1.1.3.2 DUE: Ten (10) Business Days from the date the documents or plans are requested by the Department; and ten (10) Business Days from the request by the Department to make a change for updated documents.
- 6.1.1.2.1 DELIVERABLE: **Updated Clinical Referral Protocol** including all changes directed by the Department.
- 6.1.1.2.2 DUE: Within three (3) Business Days from the Department's request for a change, unless more time is granted by the Department.
- 6.4.1.1.2.1. DELIVERABLE: **Care Coordination Agreements and/or Description**
- 6.4.1.1.2.2. DUE: Thirty (30) days from the Department's request.
- 6.4.5 .1 DELIVERABLE: **Updated documentation of formal system of care coordination.**
- 6.4.5 .2 DUE: Sixty (60) days from the change or from the Department's request.
- 6.4.6.1. DELIVERABLE: **Member contact for hospitalized Members.**
- 6.4.6.2. DUE: Thirty (30) days from the Member's discharge from the hospital.
- 6.4.10.3. DELIVERABLE: **Care Coordination Report**
- 6.4.10.4. DUE: Semi-annually on November 1, reporting for the period of April 1 through September 30; and May 1, reporting for the period of October 1 through March 30.
- 7.2.2.1 DELIVERABLE: **Initial Quality Report and Quality Improvement Plan; Annual Quality Report and Quality Improvement Plan Update.**
- 7.2.2.2 DUE: The Initial Quality Report and Quality Improvement Plan is due by October 1, 2015; the Quality Report and Quality Improvement Plan Update is due annually, by October 1<sup>st</sup> of the year.
- 8.1.2.3.1 DELIVERABLE: **Network Report.**
- 8.1.2.3.2 DUE: Semi-annually, by January 31<sup>st</sup> and July 31<sup>st</sup> of each year.
- 8.1.2.4.1 DELIVERABLE: **Interim Network Report.**
- 8.1.2.4.2 DUE: within ten (10) Business Days after the Department's request for the interim Network Report.
- 8.1.3.3.1 DELIVERABLE: **Program Integrity Report.**
- 8.1.3.3.2 DUE: Ten (10) Business Days from the initial report of the fraud or abuse.
- 8.1.3.4.1 DELIVERABLE: **Member Fraud Report.**
- 8.1.3.4.2 DUE: Ten (10) Business Days from the initial report of the fraud or abuse.
- 8.2.2.1.3 DELIVERABLE: **Integrated Care Report.**



- 8.2.2.1.4 DUE: Semi-annually, by January 31<sup>st</sup> and July 31<sup>st</sup> of each year.
- 8.2.3.3.1 DELIVERABLE: **Member Outreach and Stakeholder Feedback Report.**  
8.2.3.3.2 DUE: Thirty (30) days from the end of the quarter that the report covers
- 8.2.4.2. DELIVERABLE: **RCCO Quarterly Financial Report**  
8.2.4.3. DUE: No later than forty-five (45) days from the end of the state fiscal quarter that the report covers.
- 8.2.5.2. DELIVERABLE: **ACC: MMP Report**  
8.2.5.3. DUE: Quarterly, by the 10<sup>th</sup> day of the month following the end of the calendar quarter the report covers, starting July 2015.
- 8.3.2.1. DELIVERABLE: **Update reports.**  
8.3.2.2. DUE: Ten (10) Business Days from the Department's request for an updated or corrected report.

