STATE OF COLORADO CONTRACT

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	**Contract Number** 18-101001
Contractor Rocky Mountain Health Maintenance Organization, Inc.	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2017
Contract Maximum Amount Term State Fiscal Year 2018 The amount spent in this contract is dependent upon and limited by the number of members enrolled in each Contractor's Region for the program.	**Initial Contract Expiration Date** June 30, 2018
	Contract Description 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 Region 1 as defined in Exhibit B, Statement of Work. On instruction from the Centers for Medicare and Medicaid Services (CMS) this Contract keeps separate care coordination services for MMP Clients from the care coordination services provided to other ACC Clients.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Rocky Mountain Health Maintenance Organization, Inc. _____ By: Patrick Gordon, Associate Vice President Date: _____	**STATE OF COLORADO** John W. Hickenlooper, Governor Department of Health Care Policy and Financing Susan E. Birch, MBA, BSN, RN Executive Director _____ By: Susan E. Birch, MBA, BSN, RN Executive Director Date: _____
2nd State or Contractor Signature if Needed _____ By: Name & Title of Person Signing for Signatory Date: _____	**LEGAL REVIEW** Cynthia H. Coffman, Attorney General By:_____ Assistant Attorney General Date: _____

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Greg Tanner, Controller: Department of Health Care Policy and Financing

Effective Date:_____

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Page for this Contract (the "Term"). This Contract shall expire June 30, 2018 and shall not be further extended without a complementary extension of the current sole source document signed by the Department's Procurement Director.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Term for a period, or for successive periods, of 1 year or less at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Exhibit C. Execution of this option must be accompanied with a complementary extension of the current sole source document signed by the Department's Procurement Director.

D. End of Term Extension

If this Contract approaches the end of its Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§16,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract. Execution of this option must be accompanied with a complementary extension of the current sole source document signed by the Department's Procurement Director.

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

3. AUTHORITY

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

4. PURPOSE

The purpose of this Contract is for the Contractor to act as a Regional Collaborative Care Organization for the Department, for the Accountable Care Collaborative: Medicare-Medicaid Program (ACC: MMP), in Region 1, as defined in Exhibit B, Statement of Work. Contractor's offer, in response to RFP HCPFKQ1102RCCO. On instruction from the Centers for Medicare and Medicaid Services (CMS) this Contract keeps separate care coordination services for MMP Clients from the care coordination services provided to other ACC Clients.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

B. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

C. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

D. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

E. **"End of Term Extension"** means the time period defined in **§2.D**

F. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Contract.

G. "**Exhibits**" means the following exhibits attached to this Contract:

i. **EXHIBIT A:** HIPAA Business Associates Addendum

ii. **EXHIBIT B:** Statement of Work

iii. **EXHIBIT C:** Sample Option Letter

iv. **EXHIBIT D:** Medical Home Model Principles

v. **EXHIBIT E:** Member Rights and Protections

vi. **EXHIBIT F:** Deliverables

vii. **EXHIBIT G:** Improvement advisor protocols

viii. **EXHIBIT H:** Care Coordination Levels

H. **"Extension Term"** means the time period defined in **§2.C**

I. "**Goods**" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

J. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

K. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

L. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

M. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

N. "**Services**" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

O. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, and State personnel records not subject to disclosure under CORA.

P. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

Q. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

R. **"State Purchasing Director"** means the position described in the Colorado Procurement Code and its implementing regulations.

S. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

T. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

U. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

V. **"Term"** Means the time period defined in **§2.B**

W. "**Work**" means the delivery of the Goods and performance of the Services described in this Contract.

X. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

6. STATEMENT OF WORK

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

7. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

a. In accordance with and subject to Section 11.0. of Exhibit B, the State shall pay the Contractor for all earned Per Member Per Month payments and incentive payments.

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

ii. Payment Disputes

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

iii. Available Funds-Contingency-Termination

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

iv. Erroneous Payments

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

8. REPORTING - NOTIFICATION

A. Litigation Reporting

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

9. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

12. INSURANCE

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

A. Workers' Compensation

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

B. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

C. Automobile Liability

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

D. Protected Information

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

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Additional Insured

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

H. Primacy of Coverage

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

I. Cancellation

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

J. Subrogation Waiver

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

K. Public Entities

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

L. Certificates

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

13. BREACH

A. Defined

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

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§0** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

B. Contractor's Remedies

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

15. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

For the State:	**For Contractor:**
Susan Mathieu, ACC Program Manager	Patrick Gordon, Associate Vice President
Department of Health Care Policy & Financing	Rocky Mountain Health Maintenance Organization, Inc.
1570 Grant St	6251 Greenwood Plaza Boulevard, Suite 300
Denver, CO 80203	Greenwood Village, Colorado 80111-4808
susan.mathieu@state.co.us	patrick.gordon@rmhpcommunity.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

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

ii. Patents

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

B. Exclusive Property of the State

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

18. GOVERNMENTAL IMMUNITY

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

19. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Jurisdiction and Venue

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

I. Modification

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

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

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

K. Order of Precedence

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

i. Exhibit A, HIPAA Business Associate Addendum

ii. Colorado Special Provisions in **§21** of the main body of this Contract.

iii. The provisions of the other sections of the main body of this Contract.

iv. Exhibit B, Statement of Work.

v. Exhibit C, Sample Option Letter

vi. Exhibit D, Medical Home Model Principles

vii. Exhibit E, Member Rights and Protections

viii. Exhibit F, Deliverables

ix. Exhibit G, Improvement Advisor Protocols

x. Exhibit H, Care Coordination Levels

L. Severability

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

M. Survival of Certain Contract Terms

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

N. Taxes

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

O. Third Party Beneficiaries

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

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations.

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

T. Indemnification

i. General Indemnification

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

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

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

20. ADDITIONAL GENERAL PROVISIONS

A. Compliance with Applicable Law

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

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq.
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634
Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq.
Clean Air Act	42 U.S.C. 7401, et seq.
Equal Employment Opportunity	E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 C.F.R. Part 60
Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.
Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 1557 of the Patient Protection and Affordable Care Act (ACA)	42 U.S.C 18116
Section 504 and 508 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

Civil Rights Division	Section 24-34-301, CRS, *et seq*.

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

i. The Contractor will not discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, in performance of Work under this Contract.

ii. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.

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

B. Federal Audit Provisions

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

C. Debarment and Suspension

iii. If this is a covered transaction or the Contract amount exceeds $100,000.00, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

iv. This certification is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.

v. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

vi. The terms “covered transaction,” “debarment,” “suspension,” “ineligible,” “lower tier covered transaction,” “principal,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in 2 C.F.R. Parts 180 and 376.

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

D. Force Majeure

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

E. Disputes

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

F. Lobbying

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

viii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

ix. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

x. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW.

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

G. BINDING ARBITRATION PROHIBITED.

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

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

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

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

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

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

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

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

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency within 3 days if Contractor has actual

knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

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

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

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EXHIBIT A, HIPAA BUSINESS ASSOCIATE ADDENDUM

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

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d – 1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended.

C. As part of the HIPAA Rules, the CE is required to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

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

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

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

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

2. Obligations of Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Obligations of CE.

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

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

4. Termination.

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

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

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

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

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

c. Effect of Termination.

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

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

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

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

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

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

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

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

10. Amendment.

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

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

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

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

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

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

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

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ATTACHMENT A

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

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

No Additional Permitted Uses

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

No Additional Permitted Disclosures

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

No subcontractors

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

Upon receipt of PHI from the Department.

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

No additional restrictions on Use of Data

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

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

EXHIBIT B, STATEMENT OF WORK

SECTION 1.0 TERMINOLOGY

1.1. ACRONYMS, ABBREVIATIONS AND DEFINITIONS

1.1.1. Acronyms and abbreviations are defined at their first occurrence in this Statement of Work. The following list of acronyms, abbreviations and definitions is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1.1. ACC – Accountable Care Collaborative.

1.1.1.2. ACC Base Contract - Contract number 18-10100 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. BIDM – Business Intelligence Data Management– The Department's data management system

1.1.1.6. BHO – Behavioral Health Organization.

1.1.1.7. CCB – Community Centered Board.

1.1.1.8. C.C.R. – Colorado Code of Regulations.

1.1.1.9. CFR – Code of Federal Regulations.

1.1.1.10. Chief Medical Officer – The position within the Contractor's organization responsible for the implementation of all clinical and/or medical programs.

1.1.1.11. Client – An individual eligible for and enrolled in the Colorado Medicaid Program.

1.1.1.12. Closeout Period - The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.

1.1.1.13. 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.

1.1.1.14. Colorado interChange – The Colorado Medicaid Management Information System

1.1.1.15. CME – Continuing Medical Education.

1.1.1.16. Contract Manager – The position within the Contractor's organization that acts as the primary point of contact between the Contractor and the Department.

1.1.1.17. 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.

1.1.1.18. Contractor's Region – The region in which the Contractor operates, in the case of this Contract, Region #1.

1.1.1.19. 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.

1.1.1.20. CRS – Colorado Revised Statutes.

1.1.1.21. Deliverable - any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a "Deliverable" or not.

1.1.1.22. DCC Tool – Disability-Competent Care Tool.

1.1.1.23. DOC – Colorado Department of Corrections.

1.1.1.24. Enrollee – Any individual Client who is enrolled in the ACC: MMP with the Contractor or another RCCO.

1.1.1.25. EPSDT – Early Periodic Screening, Diagnosis and Treatment.

1.1.1.26. Essential Community Provider – A provider defined under CRS §25.5-5-403.

1.1.1.27. 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).

1.1.1.28. FBMME - Full Benefit Medicare-Medicaid Enrollee, dually eligible for both Medicare and Medicaid.

1.1.1.29. Federally Qualified Health Center – A provider defined under 10 C.C.R. 2505-10 §8.700.1.

1.1.1.30. FFS – Fee For Service.

1.1.1.31. 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.

1.1.1.32. FQHC – Federally Qualified Health Center.

1.1.1.33. 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).

1.1.1.34. Health First Colorado – Colorado's Medicaid Program.

1.1.1.35. Health First Colorado Data Analytics Portal – Data analytics web portal for the ACC Program.

1.1.1.36. HIPAA - The Health Insurance Portability and Accountability Act of 1996

1.1.1.37. Informal Network – The non-contractual or contractual relationships with Providers, other than PCMPs, designed to meet Member's needs.

1.1.1.38. Key Personnel – The individuals fulfilling the positions of Contract Manager, Financial Manager or Chief Medical Officer.

1.1.1.39. LTSS – Long-term Services and Supports.

1.1.1.40. 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.

1.1.1.41. 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.

1.1.1.42. Medical Home – An approach to providing comprehensive primary-care that facilitates partnerships between individual patients, their providers, and, where appropriate, the patient's family, that meets the requirements described in **Exhibit D**, Medical Home Model Principles.

1.1.1.43. Member – Any individual Client who is enrolled in the ACC: MMP with the Contractor or another RCCO.

1.1.1.44. Member Dismissal – Termination of a Member's primary care relationship with a contracted Primary Care Medical Provider.

1.1.1.45. Other Personnel - Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.

1.1.1.46. PBMS - Pharmacy Benefit Management System

1.1.1.47. Primary Care Case Management – A system under which a primary care case manager (PCCM) contracts with the State to furnish case management services (which include the location, coordination and monitoring of primary health care services) to Members, or a PCCM Entity that contracts with the State to provide a defined set of functions as defined in 42 CFR§438.2.

1.1.1.48. PCCM Entity – Primary Care Case Management Entity.

1.1.1.49. Primary Care Case Management Entity – An organization that provides any of the following functions, in addition to PCCM services, for the State: provision of intensive telephonic or face-to-face case management; development of enrollee care plans; execution of contracts with and/or oversight responsibilities for the activities of FFS providers in the FFS program; provision of payments to FFS providers on behalf of the State; provision of enrollee outreach and education activities; operation of a customer service call center; review of provider claims, utilization and practice patterns to conduct provider profiling and/or practice improvement; implementation of quality improvement activities including administering enrollee satisfaction surveys or collecting data necessary for performance measurement of providers; coordination with behavioral health systems/providers; coordination with long-term services and supports systems/providers as defined in 42 CFR §438.2.

1.1.1.50. PCCM – Primary Care Case Manager.

1.1.1.51. Primary Care Case Manager – A physician, a physician group practice, a physician assistant, nurse practitioner, certified nurse-midwife as defined in 42 CFR §438.2.

1.1.1.52. PCMP – Primary Care Medical Provider.

1.1.1.53. 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.

1.1.1.54. PIP – Performance Improvement Plan.

1.1.1.55. PMPM – Per Member Per Month.

1.1.1.56. Potential Enrollee – A Medicaid Client who is eligible for enrollment into the ACC: MMP with the Contractor or another RCCO.

1.1.1.57. RCCO – Regional Care Collaborative Organization.

1.1.1.58. Region – A geographical area containing specific counties, within the State of Colorado, that is served by a RCCO.

1.1.1.59. 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.

1.1.1.60. 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.

1.1.1.61. RHC – Rural Health Clinic.

1.1.1.62. Rural Health Clinic – A provider or practice as defined in 10 C.C.R. 2505-10 §8.740.

1.1.1.63. SCP – Service Coordination Plan. The SCP will serve as the care plan for ACC: MMP Members as required by this Contract.

1.1.1.64. SEP – Single Entry Point Agency.

1.1.1.65. STD – Sexually Transmitted Disease

1.1.1.66. 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 Management Entity (PCCM Entity), as defined in 42 CFR §438.2, for Members enrolled with the Contractor.

2.1.1.1. 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 Members eligible to enroll on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability, and shall not use any policy or practice that has the effect of discriminating on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability. The Contractor shall also not discriminate against Members in enrollment, disenrollment, and re-enrollment on the basis of health status or need for health care services.

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 interChange and the BIDM, for the Contractor to verify Member eligibility and enrollment:

3.1.1.9.1. Daily Disenrollment.

3.1.1.9.2. Monthly Enrollment Change.

3.1.1.9.3. Monthly Report of All Enrollees.

3.1.1.9.4. Daily New Enrollees.

3.1.1.9.5. Monthly Disenrollments.

3.1.1.9.6. Monthly New Enrollees.

3.1.1.9.7. X12 transaction reports, including:

3.1.1.9.7.1. Client Capitations.

3.1.1.9.7.2. Benefit Enrollment and Maintenance.

3.1.1.9.7.3. Eligibility Response.

3.1.1.9.7.4. Acknowledgment of a sent transaction.

3.1.1.9.8. Managed Care Transaction Report.

3.1.1.9.9. Monthly 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 E**, 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 10th day of each month.

3.1.2.9.2. The Department will process dismissals on the 10th day of each month; or the first Business Day following the 10th day, if the 10th falls on a weekend or holiday. Any request for a Member Dismissal received after the 10th 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. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, enrollee handbooks, appeal and grievance notices, and denial and termination notices available in the prevalent non-English languages. All materials shall be written in English and Spanish, or any other prevalent language, as directed by the Department or as required by 42 CFR 438.10. The Contractor shall notify all Members and potential Members of the availability of alternate formats for the information, that takes into consideration the special needs of Members or potential Members with disabilities or limited English proficiency, as required by 42 CFR 438.10, and how to access such information.

3.2.1.2. All materials shall be written in easy to understand language and shall comply with all applicable requirements of 42 CFR 438.10.

3.2.1.2.1. Written information provided to Members shall be written, to the extent possible, at the sixth (6th) grade level, unless otherwise directed by the Department, and in a font size no smaller than 12 point.

3.2.1.2.2. Written information shall be translated into other non-English languages prevalent in the Service Area, and provided in alternative formats upon the request of the Member at no cost to meet the special needs of clients who are visually impaired or have limited reading proficiency.

3.2.1.2.3. Written information shall include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided.

3.2.1.2.4. Written information shall include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of the Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor's Member/customer service unit.

3.2.1.2.5. Written information shall include a large print tagline and information on how to request auxiliary aids and services, including materials in alternative formats.

3.2.1.2.6. The Contractor shall inform Members that oral interpretation services are available for any language, that written information is available in prevalent languages and how the Member may access interpretation services.

3.2.1.3. The Contractor shall make auxiliary aids and services available upon request of the Member at no cost, including to Members with disabilities.

3.2.1.4. The Contractor shall make interpretation services, including oral interpretation and the use of auxiliary aids such as TTY/TDY and American Sign Language (ASL), free of charge to each member.

3.2.1.5. 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.

3.2.1.5.1. DELIVERABLE: All ACC: MMP client materials

3.2.1.5.2. 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.

3.2.1.5.3. DELIVERABLE: Updated client materials including changes required by the Department.

3.2.1.5.4. 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 that includes information as required in 42 CFR 438.10(h). For each of the following provider types covered under this Contract (physicians, including specialists; hospitals; pharmacies; behavioral health providers; and Long-Term Services and Supports (LTSS) providers, as appropriate), the Contractor Shall make the following information on the Contractor's network providers available to Members in electronic form and in paper form upon request:

3.2.3.2.1. Names, as well as any group affiliations.

3.2.3.2.2. Street addresses.

3.2.3.2.3. Telephone numbers.

3.2.3.2.4. Website URLs, as appropriate.

3.2.3.2.5. Specialties, as appropriate.

3.2.3.2.6. Whether PCMP will accept new Members.

3.2.3.2.7. The cultural and linguistic capabilities of network providers, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office, and whether the provider has completed cultural competence training.

3.2.3.2.8. Whether network providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

3.2.3.2.9. The information included in a paper directory shall be updated at least monthly and electronic provider directories must be updated no later than 30 calendar days after the Contractor receives updated provider information.

3.2.3.2.10. The information included in an online directory must be in a machine readable format as specified by the Secretary.

3.2.3.2.11. If the Contractor chooses to provide required information electronically to Members, the information must be in a format that is readily accessible, placed in a location on the Contractor's website that is prominent and readily accessible, provided in an electronic form which can be electronically retained and printed, and consistent with content and language requirements.

3.2.3.2.12. The Contractor shall notify Members that electronic information is available in paper form without charge upon request.

3.2.3.2.13. The Contractor shall provide, upon request, electronic information in paper form within five (5) business days.

3.2.3.2.14. DELIVERABLE: PCMP Directory.

3.2.3.2.15. DUE: By the date(s) as noted above in 3.2.3.2.1., 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).

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 D**.

4.1.4. The Contractor may not prohibit a PCMP from entering into a contract with another RCCO. 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. If a Member within the Contractor's Region requests a provider that has not entered into an agreement with the Contractor or another RCCO, the Contractor shall make an effort to enroll the provider.

4.1.7.1.1. The Contractor shall make an initial contact, through any method allowed by federal statutes, regulations, policies, or procedures, with the provider to attempt to enroll the provider in the Contractor's network.

4.1.7.1.2. If the Contractor is unsuccessful in its initial contact, then the Contractor shall make one (1) follow-up contact to attempt to enroll the provider in the Contractor's network.

4.1.7.2. 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 Contractor's referral process as described in 6.1.

4.2. ACCESS TO CARE STANDARDS

4.2.1. The Contractor's PCMP Network shall have a sufficient number of PCMPs so that each Member has a PCMP and each Member has their choice of at least two (2) PCMPs within their zip code or within thirty (30) minutes of driving time from their location, whichever area is larger. For rural and frontier areas, the Department may adjust this requirement based on the number and location of available providers.

4.2.1.1. In the event that there are less than two (2) medical providers qualified to be a PCMP within the area defined in the prior paragraph for a specific Member, then the requirements of 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 Business Intelligence Data Management (BIDM).

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 and the ACC: Medicare-Medicaid 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. As part of this support, the Contractor shall work with PCMPs to ensure readiness for the Primary Care Alternative Payment Methodology (APM).

5.2.3. The Contractor shall provide tools to the PCMPs and providers that may include any of the following:

5.2.3.1. Clinical Tools:

5.2.3.1.1. Clinical care guidelines and best practices.

5.2.3.1.2. Clinical screening tools, such as depression screening tools and substance use screening tools.

5.2.3.1.3. Health and functioning questionnaires.

5.2.3.1.4. Chronic care templates.

5.2.3.1.5. Registries.

5.2.3.2. Client Materials:

5.2.3.2.1. Client reminders.

5.2.3.2.2. Self-management tools.

5.2.3.2.3. Educational materials about specific conditions.

5.2.3.2.4. Client action plans.

5.2.3.2.5. Behavioral health surveys and other self-screening tools.

5.2.3.3. Operational Practice Support:

5.2.3.3.1. Guidance and education on the principles of the Medical Home.

5.2.3.3.2. Training on providing culturally competent care.

5.2.3.3.3. Training to enhance the health care skills and knowledge of supporting staff.

5.2.3.3.4. Guidelines for motivational interviewing.

5.2.3.3.5. Tools and resources for phone call and appointment tracking.

5.2.3.3.6. Tools and resources for tracking labs, referrals and similar items.

5.2.3.3.7. Referral and transitions of care checklists.

5.2.3.3.8. Visit agendas or templates.

5.2.3.3.9. Standing pharmacy order templates.

5.2.3.4. Data, Reports and Other Resources:

5.2.3.4.1. Expanded provider network directory.

5.2.3.4.2. Comprehensive directory of community resources.

5.2.3.4.3. Directory of other Department-sponsored resources, such as the managed care ombudsman, ACC: Medicare-Medicaid Ombudsman, and nurse advice line.

5.2.3.4.4. Link from main ACC: MMP website to the Contractor's website of centrally located tools and resources.

5.2.4. Provider Support Accessibility

5.2.4.1. The Contractor shall have an internet-accessible website that contains, at a minimum, all of the following:

5.2.4.1.1. General information about the ACC: MMP, the Contractor entity, the Contractor's role and purpose and the principles of a Medical Home.

5.2.4.1.2. 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.

5.2.4.1.3. 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.

5.2.4.1.4. 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.

5.2.4.2. The Contractor shall make health disparity and cultural competency training available to the provider network on at least an annual basis.

5.2.5. 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.

5.2.6. The Contractor shall implement and maintain a Quality Improvement Program.

5.2.6.1. The Quality Improvement Program shall:

5.2.6.1.1. Credential and re-credential PCMPs with whom the Contractor contracts.

5.2.6.1.2. Monitor and improve member access to and continuity of care through interdepartmental committee activities.

5.2.6.1.3. Monitor and improve practitioner adherence to standards for preventive and chronic illness care.

5.2.6.1.4. Monitor and improve practitioner adherence to standards for medical record keeping.

5.2.6.1.5. Facilitate the development, distribution, and implementation of clinical practice guidelines of importance to Members in the Contractor's Region.

5.2.6.1.6. Use results of performance measurement to continually improve care delivered to Members.

5.2.6.1.7. 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.

5.2.6.1.8. Promote quality and safety of clinical care by reviewing identified adverse patient outcomes, identifying and evaluating trends and taking corrective action if deemed warranted.

5.2.6.1.9. Review and respond to Member and provider concerns and identify and evaluate related trends.

5.2.6.1.10. Take action to address Member and provider concerns.

5.2.6.1.11. Identify, through multiple mechanisms, important areas of care, safety and service to be monitored and initiate and complete necessary activities.

5.2.6.1.12. 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.

5.2.6.2. 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 G**.

5.2.7. The Contractor shall provide interpreter services at no cost for all interactions with Members or Clients when there is no bilingual or multilingual Member of the Contractor available who speaks a language understood by a Member.

5.2.7.1. 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.

5.2.8. The Contractor may work with the Department to conduct a disability-competent care assessment of its provider network that provide care to Members. The Contractor may use the Disability Competent Care Tool to perform this assessment. The assessment may include an inventory of PCMPs that provide disability-competent care, including the types of services provided. The Contractor may work with the Department to determine the best way to disseminate to clients and providers the information collected from the assessment

5.2.8.1. The Contractor may conduct the disability-competent care assessment of its provider network as prescribed by the Department, after consultation with the Contractor.

5.2.8.2. The Contractor may work with the Department and partner with regional disability organizations to provide disability-competent care technical assistance to PCMPs.

5.2.9. 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 BIDM at the Department's direction.

5.3.2. The Contractor shall access any reports, queries and searches it requires from the BIDM. The Contractor shall design any queries or searches it requires and interpret the results of the queries and searches it conducts.

5.3.2.1. The Contractor shall share with the PCMPs, the BIDM and the Department any specific findings or important trends discovered through the Contractor's analysis of the available data and information.

5.3.3. The Contractor shall educate and inform the PCMPs and providers about the data reports and systems available to the providers and the practical uses of the available reports.

5.3.4. The Contractor shall take appropriate action, based on the results of its searches, queries and analyses, to improve performance, target efforts on areas of concern and apply the information to make changes and improve the health outcomes of its members.

5.3.4.1. The Department may request that the Contractor report the results of any analysis it performs. At the Department's request, the Contractor shall report the results of the analyses it performed to the Department and what steps it intends to take based on those analyses, within ten (10) Business Days of the Department's request. The Department may request additional information, that the Contractor perform further analyses or that the Contractor modify any steps it intends to take at the Department's sole discretion.

SECTION 6.0 MEDICAL MANAGEMENT AND CARE COORDINATION

6.1. REFERRAL PROCESS ASSISTANCE

6.1.1. The Contractor shall ensure that all PCMPs with which it contracts are aware of and comply with the Department's referral requirements. These requirements include referring the PCMP's Members to specialty care, as appropriate, and ensuring that clinical referrals are completed between PCMPs and specialists/referred providers to facilitate optimal health care, care coordination, and information sharing.

6.1.1.1. The Contractor shall 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 not pay for an item or service, other than an emergency item or service, not including items or services furnished in an emergency room of a hospital that:

6.4.1.1.2.1. Is furnished by an individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX of the Social Security Act (Act) or under this title pursuant to section 1128, 1128A, 1156, or 1842(j)(2),[203] of the Act.

6.4.1.1.2.2. Is furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX of the Act, or under this title pursuant to section 1128, 1128A, 1156, or 1842(j)(2) of the Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

6.4.1.1.2.3. Is furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.

6.4.1.1.2.4. Includes any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act of 1997.

6.4.1.1.2.5. Includes any amount expended for roads, bridges, stadiums, or any items or services that are not covered under the Medicaid State Plan.

6.4.1.1.2.6. Includes home health care services provided by an agency or organization, unless the agency provides the state with a surety bond as specified in Section 1861(o)(7) of the Act.

6.4.1.1.3. 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.

6.4.1.1.3.1. DELIVERABLE: Care Coordination Agreements and/or Description.

6.4.1.1.3.2. 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.

6.4.3.1.4.2. If the Contractor is contacted by the ACC: Medicare-Medicaid Ombudsman to assist with resolving a Member problem, the Contractor shall respond to the inquiry within 48 hours and provide ongoing assistance and information to the ACC: Medicare-Medicaid Ombudsman and the Member until the problem is resolved. The Contractor should identify, at minimum, a primary contact to interface with the ACC: Medicare-Medicaid Ombudsman.

6.4.3.1.5. Informing the Members of the 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.

6.4.3.3.3.4. 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 complete the initial Service Coordination Plan (SCP) for all members within ninety (90) days of the Member's first effective enrollment in the ACC: MMP. In alignment with Centers for Medicare and Medicaid requirements, the ninety (90) day time-frame is equivalent to three (3) full calendar months, including the month of enrollment, where the last day of the third (3rd) month is the target date for completing the SCP. The Contractor shall meet in person with all Members who are determined by the Contractor to be high risk to complete the SCP. The Contractor shall offer all other Members the option to meet in-person or by other telecommunication methods and shall complete the initial SCP according to the Members' choice. 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 from when the initial SCP was completed or a more recently updated SCP was completed 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 H**. 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 H**.

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. 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.

7.2. 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/measures 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 1st of that year.

7.2.2.1. DELIVERABLE: Annual Quality Report and Quality Improvement Plan update.

7.2.2.2. DUE: The Quality Report and Quality Improvement Plan Update is due annually, by October 1st of the year.

7.2.3. The Contractor shall include all relevant and available data, including those provided by the Department, the BIDM, claims data, prior authorization systems, registry data and data available through national collection initiatives, in any analysis, goal setting, or the formulation of any strategy or plan.

7.2.4. The Department may review the Contractor's Quality Report and Quality Improvement Plan at any time. The Department may direct reasonable changes in the Contractor's Quality Report and Quality Improvement Plan in the event that it determines any aspect of the plan to be insufficient, in appropriate, or otherwise unacceptable for any reason. The Contractor shall immediately implement any reasonable changes directed by the Department and update its Quality Report and Quality Improvement Plan accordingly.

7.3. 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 31st and July 31st 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 31st and July 31st 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 semi-annual basis, within thirty (30) days from the end of the period 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 30th and October 31st 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 sixty (60) 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 0-7 days following discharge.

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 0-7 days following discharge.

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 of Providers and provide a description of activities being completed in their Region related to training on disability, cultural competence and health assessments during the reporting period.

8.2.4.2. DELIVERABLE: ACC: MMP Report

8.2.4.3. DUE: Quarterly, by the 30th day of the month following the end of the calendar quarter the report covers.

8.3. REPORT VERIFICATION

8.3.1. The Department may, in its sole discretion, verify any information the Contractor reports to the Department for any reason. The Department may use any appropriate, efficient or necessary method for verifying this information including, but not limited to:

8.3.1.1. Fact-checking.

8.3.1.2. Auditing reported data.

8.3.1.3. Requesting additional information.

8.3.1.4. Performing site visits.

8.3.2. In the event that the Department determines that there are errors or omissions in any reported information, the Contractor shall produce an updated report, which corrects all errors and includes all omitted data or information, and submit the updated report to the Department within ten (10) Business Days from the Department's request for the updated report.

8.3.2.1. DELIVERABLE: Updated reports.

8.3.2.2. DUE: Ten (10) Business Days from the Department's request for an updated or corrected report.

8.4. REPORT 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, 2017 through June 30, 2018 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, 2017 through June 30, 2018	$20.00 PMPM

9.2. PAY FOR PERFORMANCE PROGRAM

9.2.1. The Contractor may earn performance payments by meeting quality measures as established by the Department in the following areas:

9.2.1.1. Key performance indicators

9.2.1.2. Additional performance target(s)

9.2.2. The Department shall provide to the Contractor documented calculation methodology for all measures prior to the first distribution of funds.

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.

9.4. ADDITIONAL FEES OR CHARGES PROHIBITED

9.4.1. The Contractor shall not charge any fees or premiums to Members for services or materials they receive from the Contractor, its subcontractors, or any other entity.

9.4.1.1. For fees or premiums charged by the Contractor to Members, the Contractor may be liable for penalties of up to twenty-five thousand dollars ($25,000.00) or double the amount of the charges, whichever is greater. The Department will deduct from the penalty the amount of overcharge and return it to the affected Members.

SECTION 10.0 TRANSITION AT TERMINATION

10.1. TRANSITION PLAN

10.1.1. The Contractor shall submit a transition plan to the Department both annually and one hundred twenty (120) days prior to the termination date. This plan shall describe how the requirements outlined in Section 10.2 of this contract will be carried out upon termination of the Contract. The transition plan submitted one hundred twenty (120) days prior to termination shall include a detailed work plan.

10.1.1.1. DELIVERABLE: Annual Transition Plan.

10.1.1.2. DUE: Annually by the last business day in September.

10.1.1.3. DELIVERABLE: Mid-Year Transition Plan Update

10.1.1.4. DUE: January 15, 2018

10.1.1.5. DELIVERABLE: Final Transition Plan

10.1.1.6. DUE: One hundred and twenty (120) days prior to the termination date.

10.2. CONTRACTOR'S TRANSITION REQUIREMENTS

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

10.2.2. Upon notice of termination of the Contract for any reason, the Contractor shall do all of the following for a period not to exceed sixty (60) days before termination of the Contract.

10.2.2.1. Provide to the Department all reports reasonably necessary for a transition.

10.2.2.2. Provide the Department and the incoming contractor, with all information related to the Contractor's PCMP Network, its Members and the services provided to those Members, for transition to the Department or any other contractor of the Contractor's responsibilities.

10.2.2.3. Provide for the uninterrupted continuation of all network management, care coordination and administrative services until the transition of every Member is complete and all requirements of the Contract are satisfied.

10.2.2.4. Provide for smooth data transfer of care coordination records of Members in active care coordination to the incoming contractor.

10.2.2.5. Adequately notify any Subcontractors of the termination of the Contract, as directed by the Department.

10.2.2.6. Adequately notify all of the Members in the Contractor's Region that the Contractor will no longer be the RCCO for the region, in a form and manner approved by the Department.

10.2.2.7. Adequately notify each PCMP in the Contractor's PCMP Network of the termination and the end date of the Contract and explain to the provider how the provider may continue participating in the ACC Program.

10.2.2.8. Cooperate with the Department and any other replacement contractor during the transition, including, but not limited to, using reasonable efforts to share and transfer Member information and following any instructions or performing any required actions, as reasonably directed by the Department.

10.2.2.9. Provide the Department, in a format prescribed and approved by the Department:

10.2.2.9.1. DELIVERABLE: A list of all PCMPs in the Contractor’s PCMP Network.

10.2.2.9.2. DUE: No more than sixty (60) days before termination of the Contract.

10.2.2.9.3. DELIVERABLE: A list of all Members in the Contractor's Region.

10.2.2.9.4. DUE: No more than sixty (60) days before termination of the Contract.

10.2.2.9.5. DELIVERABLE: A list of all delegated entities and community partners.

10.2.2.9.6. DUE: No more than sixty (60) days before termination of the Contract.

10.2.3. The Contractor shall submit all deliverables for the period during which the Contractor was responsible for fulfilling all contract requirements, even if the due date for those deliverables is after the contract termination date.

SECTION 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 1st 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, 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.

11.6.3. As stipulated in 42 CFR 438.610(d), if the Department finds that the Contractor is not in compliance with any provisions of this Section 11.6, the Department:

11.6.3.1. Must notify the Secretary of the U.S. Department of Health and Human Services (Secretary) of the noncompliance.

11.6.3.2. May continue an existing agreement with the Contractor, unless the Secretary directs otherwise.

11.6.3.3. May not renew or otherwise extend the duration of this Contract unless the Secretary provides to the Department and to Congress a written statement describing compelling reasons that exist for renewing or extending this Contract.

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 a direct, indirect, or combined direct/indirect ownership or control interest in the Contractor. For a corporate entity, the address shall include the primary business address, the address of each business location if there is more than one location and any applicable P.O. Box address.

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 person or corporation that owns five percent (5%) or more of any mortgage, deed of trust, note, or other obligation secured by the Contractor if that interest equals at least five percent (5%) of the value of the Contractor's assets.

11.11.1.5. The name of any person who is an officer or director of a Managed Care Entity, as defined by Section 1932 of the Social Security Act, organized as a corporation.

11.11.1.6. The name of any person or corporation who is a partner in a Managed Care Entity organized as a partnership.

11.11.1.7. 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.

11.11.1.8. 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. HEALTH FIRST COLORADO DATA ANALYTICS PORTAL ACCESS COMPLIANCE

11.12.1. The Contractor shall comply with the Department's Health First Colorado Data Analytic Portal access policy.

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EXHIBIT C, SAMPLE OPTION LETTER

OPTION LETTER

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

1. OPTIONS:

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Contract
C. Option to change the quantity of Services under the Contract
D. Option to modify Contract rates
E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

A. 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 Susan E. Birch, MBA, BSN, RN; Executive Director _____ By: Susan E. Birch, MBA, BSN, RN; Executive Director Date: _____	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Greg Tanner, Controller; Department of Health Care Policy and Financing

	Option Effective Date:_____

EXHIBIT D, MEDICAL HOME MODEL PRINCIPLES

The following are the principles of the Medical Home model:

1) The care provided is:
   a) Member/family-centered;
   b) Whole-person oriented and comprehensive;
   c) Coordinated and integrated;
   d) Provided in partnership with the Member and promotes Member self-management;
   e) 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 E, MEMBER RIGHTS AND PROTECTIONS

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

EXHIBIT F, 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 1st 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, the Department's contract manager, and other Department staff as directed by the Department.

CONTRACT DELIVERABLES

2.2.8.1. DELIVERABLE: **Updated Organizational Chart.**
2.2.8.2. DUE: Five (5) days from any change in Key Personnel of from the Department's request for an updated Organizational Chart.

3.1.2.1.5.4.1. DELIVERABLE: **Written warning and written report of abusive behavior or intentional misconduct**.

3.1.2.1.5.4.2. DUE: No less than thirty (30) days prior to disenrollment unless the Department approves expedited disenrollment.

3.2.1.5.1. DELIVERABLE: **All ACC: MMP client materials.**
3.2.1.5.2. 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.

3.2.1.5.3. DELIVERABLE: **Updated client materials** including changes required by the Department.
3.2.1.5.4. 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.

3.2.3.2.14. DELIVERABLES: **PCMP Directory**.
3.2.3.2.9. The information included in a paper directory shall be updated at least monthly and electronic provider directories must be updated no later than 30 calendar days after the Contractor receives updated provider information.
3.2.3.2.15. DUE: By the date(s) as noted above in 3.2.3.2.1, unless extension is allowed by the Department.

3.2.5.1. DELIVERABLE: **Notice to Members of PCMP termination**.

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

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 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.

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.

6.4.1.1.3.1. DELIVERABLE: **Care Coordination Agreements and/or Description.**
6.4.1.1.3.2. DUE: Thirty (30) days from the Department's request.

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.

6.4.5.1. DELIVERABLE: **Member contact for hospitalized Members.**
6.4.5.2. DUE: Thirty (30) days from the Member's discharge from the hospital.

6.4.9.3. 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.

7.2.2.1. DELIVERABLE: **Annual Quality Report and Quality Improvement Plan Update.**
7.2.2.2. DUE: The Quality Report and Quality Improvement Plan Update is due annually, by October 1st of the year.

8.1.2.3.1. DELIVERABLE: **Network Report.**
8.1.2.3.2. DUE: Semi-annually, by January 31st and July 31st 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.

8.2.1.1.3. DELIVERABLE: **Integrated Care Report**.
8.2.1.1.4. DUE: Semi-annually, by January 31st and July 31st of each year.

8.2.2.3.1. DELIVERABLE: **Member Outreach and Stakeholder Feedback Report**.
8.2.2.3.2. DUE: Semi-annually, by April 30th and October 31st of each year.

8.2.3.2. DELIVERABLE: **RCCO Quarterly Financial Report.**
8.2.3.3. DUE: No later than sixty 60 days from the end of the state fiscal quarter that the report covers.

8.2.4.2. DELIVERABLE: **ACC: MMP Report.**
8.2.4.3. DUE: Quarterly, by the 30th day of the month following the end of the calendar quarter the report covers

8.3.2.1. DELIVERABLE: **Updated reports.**
8.3.2.2. DUE: Ten (10) Business Days from the Department's request for an updated or corrected report.

10.1.1.1. DELIVERABLE: **Annual Transition Plan.**
10.1.1.2. DUE: Annually by the last business day in September

10.1.1.3. DELIVERABLE: **Mid-Year Transition Plan Update.**
10.1.1.4. DUE: January 15, 2018

10.1.1.5. DELIVERABLE: **Final Transition Plan.**
10.1.1.6. DUE: One hundred and twenty (120) days prior to the termination date.

10.2.2.9.1. DELIVERABLE: **A list of all PCMPs in the Contractor's PCMP Network.**

10.2.2.9.2. DUE: No more than sixty (60) days before termination of the Contract.

10.2.2.9.3. DELIVERABLE: **A list of all Members in the Contractor's Region.**

10.2.2.9.4. DUE: No more than sixty (60) days before termination of the Contract.

10.2.2.9.5. DELIVERABLE: **A list of all delegated entities and community partners.**

10.2.2.9.6. DUE: No more than sixty (60) days before termination of the Contract.

EXHIBIT G, 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 H, 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.
   Post transition follow-up visits.