# CONTRACT AMENDMENT NO. 3

Original Contract Number 17-91687

## 1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Gunnison County Department of Health & Human Services, (hereinafter called "Contractor"), and the STATE OF COLORADO, acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called "Department" or "State.")

## 2. EFFECTIVE DATE AND ENFORCEABILITY

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

## 3. FACTUAL RECITALS

The Parties entered into the Contract to provide Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services for Gunnison, Hinsdale counties. The purpose of this Amendment is to extend the Contract through State Fiscal Year 2019-20, to increase the maximum amount payable, and to replace Exhibit A, Statement of Work.

## 4. CONSIDERATION

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

## 5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

## 6. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

**A.** Section 5, Term, Subsection A, Initial Term, is hereby deleted in its entirety and replaced as follows:

Initial Term

The parties' respective performances under this Contract shall commence on the later of July 1, 2019, or the effective date. This Contract shall expire June 30, 2020, unless sooner terminated or further extended as specified elsewhere herein.

**B.** Section 7, Payments to Contractors, Subsection G, Maximum Amount, is hereby deleted in its entirety and replaced as follows:

G. Maximum Amount

The maximum amount payable under this Contract to Contractor by the Department is shown in the following table, as determined by the Department from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract. The maximum amount payable by the Department to Contractor is:

| | |
|---|---|
| State Fiscal Year 2016-2017 | $20,000.00 |
| State Fiscal Year 2017-2018 | $20,000.00 |
| State Fiscal Year 2018-2019 | $20,000.00 |
| State Fiscal Year 2019-2020 | $20,000.00 |
| **Total for All State Fiscal Years** | **$80,000.00** |

**C.** Exhibit A2, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit A3, Statement of Work, attached hereto and incorporated by reference into the Contract. All references within the Contract to Exhibit A, Exhibit A1, and/or Exhibit A2 shall be deemed to reference to Exhibit A3.

**D.** Exhibit D, Healthy Communities Contract Deliverable Schedule - SFY2020 is hereby added in its entirety.

## 7. START DATE

This Amendment shall take effect on its Effective Date.

## 8. ORDER OF PRECEDENCE

Except for the Special Provisions and the HIPAA Business Associates Addendum, in the eventof any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

## 9. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, state government and/or grantor.

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

**CONTRACTOR:**

Gunnison County Department of Health & Human Services

By: _____

Signature of Authorized Officer

Date: JUNE 6TH, 2019

_____

Printed Name of Authorized Officer

_____

Printed Title of Authorized Officer

**STATE OF COLORADO:**

Jared S. Polis, Governor

By: _____

Kim Bimestefer
Executive Director
Department of Health Care Policy and Financing

Date: _____

**LEGAL REVIEW:**

Phil Weiser, Attorney General

By: _____

Date: _____

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER:**

Robert Jaros, CPA, MBA, JD

By: _____

Department of Health Care Policy and Financing

Date: _____

# EXHIBIT A-3, STATEMENT OF WORK

## SECTION 1.0 PROGRAM PURPOSE

1.1. In partnership between the Department and Healthy Communities vendors, our shared objective is to ensure that children and pregnant women enrolled in Health First Colorado, Colorado's Medicaid Program, and Child Health Plan *Plus* (CHP+) receive the best possible start with respect to utilizing the health care services and supports available to them.

1.1.1. Toward that end, the Contractor:

1.1.1.1. Provides outreach to non-enrolled individuals and community-based organizations to bring awareness of Health First Colorado, CHP+ and the Healthy Communities program.

1.1.1.2. Provides outreach and administrative case management to members newly enrolled into Health First Colorado and CHP+.

1.1.1.3. Directs members to primary and specialty medical providers as needed.

1.1.1.4. Directs members to community-based organizations and agencies for non-medical services.

1.1.1.5. Coordinates with community-based organizations, the Department and other Department contractors to assist them in improving overall health outcomes as determined by the Department.

1.1.1.5.1. Specifically, the Contractor's work helps the Department attain its goal to increase well-child and oral health (EPSDT Rates) to eighty percent (80%); to increase child lead screening to one hundred percent (100%) for children at ages recommended by the Advisory Committee on Childhood Lead Poisoning Prevention (ACCLPP) and to improve education and outcomes around maternity support and the benefits and advantages of prenatal care for pregnant women.

## SECTION 2.0 ACRONYMS, ABBREVIATIONS, DEFINITIONS AND OTHER TERMINOLOGY

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

2.2. Acceptance Status – Indication to the Contractor of whether a deliverable has been Accepted (as received), Accepted with Changes, or Not Accepted. Deliverables deemed Accepted with Changes or Not Accepted will be accompanied by the actions to be taken to bring the deliverable to an Accepted status as well as a deadline for its completion. Unless otherwise stated, the Department shall provide contractor with notice of a deliverable's acceptance status within 30 days.

2.3. Administrative Case Management – assisting members and their family representatives to

navigate Colorado's public health care system to address concerns regarding eligibility and enrollment in their respective Medical Assistance Program including application assistance as necessary.

2.4. Business Day - Any day in which the Department is open and conducting business, but shall not include Saturday, Sunday or Legal Holidays as listed in §24-11-101(1), C.R.S.

2.5. Business Interruption - Any event that disrupts the Contractor's ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.

2.6. Child Health Plan Plus (CHP+) – CHP+ is Colorado's Children's Health Insurance Program (CHIP). A Title XXI program, it is a low-cost health insurance program for uninsured Colorado children under age 19 and prenatal women whose families earn too much to qualify for Health First Colorado but cannot afford private insurance.

2.7. Closeout Period - The period beginning on the earlier of ninety (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.

2.8. Community Resources - Any private, nonprofit or governmental organization, entity, individual or program that may help meet the non-medical needs of a member or their family – especially those needs that may present a barrier to the member accessing medical care and fully utilizing the benefits available to them through the Medical Assistance Program.

2.9. Disaster - An event that makes it impossible for the Contractor to perform the Work out of its regular facility, and may include, but is not limited to, natural disasters, fire or terrorist attacks.

2.10. Eligible But Not Enrolled (EBNE) – Pregnant women and children who may be eligible for Health First Colorado or Child Health Plan *Plus*, but who may not be enrolled in the program.

2.11. EBNE Outreach – To actively generate awareness and provide education to women and children currently not enrolled in the Healthy Communities but who may be eligible. Such outreach may include direct communication with EBNE populations, individually or as groups, as well as indirectly via other organizations who may work directly with this population.

2.12. Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Rates - Well-child visits as counted on the Centers for Medicare and Medicaid Services Early and Periodic Screening, Diagnostic and Treatment (CMS EPSDT) 416 report.

2.13. Health First Colorado, Colorado's Medicaid Program – The name for Colorado's Medicaid program.

2.14. Healthy Communities Member Relationship Management System – A Salesforce-based database managed by the Department.

2.15. Inform – A noun describing the act of providing information to Health First Colorado and Colorado Child Health Plan *Plus* members by the Contractor. The Healthy Communities

Program utilizes several Informs including, but not limited to, Health First Colorado New Member (Child) Inform, Colorado Child Health Plan *Plus* New Member (Child) Inform, Health First Colorado New Member (Pregnant) Inform, Colorado Child Health Plan *Plus* New Member (Pregnant) Inform.

2.16. Member - Any individual who is eligible for EPSDT through Health First Colorado, a pregnant woman enrolled in Health First Colorado or any person enrolled in the CHP+ program. When referring to a member who is a minor, member may include the member's parent, guardian or other family or personal representative. Member has the same meaning as and replaces the term Client.

2.17. Member Onboarding – Outreach, navigation and education services to Members or their family representative.

2.18. Newly Enrolled Member List – The list of members who have recently become eligible for a Colorado Medical Assistance Program. The list is provided by the Department to the Contractor via the Healthy Communities Member Relationship Management System.

2.19. Operational Start Date - The later of July 1, 2019, or when the Department authorizes the Contractor to begin fulfilling its obligations under the Contract.

2.20. Personally Identifiable Information (PII) – 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.

2.21. Protected Health Information (PHI) - 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.

2.22. Provider – Any health care professional or entity that has been accepted as a providerin the Colorado Medicaid program, Colorado's CHP+ program, or the Colorado Indigent Care Program, as determined by the Department.

2.23. Referral - To offer to a Member or his/her representative the contact information for an individual or a list of community partners or Providers to help meet the Member's individual needs.

2.24. Regional Accountable Entity (RAE) – Under Phase II of the Accountable Care Collaborative (ACC), the single regional entity responsible for administering the ACC program in a designated region. Work – The tasks and activities the Contractor is required to perform to fulfill its obligations under the Contract, including the performance of any services and delivery of any goods.

## SECTION 3.0 CONTRACTOR'S GENERAL REQUIREMENTS

3.1. The Department will contract with only one (1) organization, the Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met.

3.2. The Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, and advance knowledge of legislation. In addition to all other confidentiality requirements of the Contract, the Contractor shall also consider and treat any such information as confidential and shall only disclose it in accordance with the terms of the Contract.

3.3. The Contractor shall work cooperatively with key Department staff and, if applicable, the staff of other Department contractors or other State agencies to ensure the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between the Contractor and any other Department contractor, the Department will resolve the conflict and the Contractor shall abide by the resolution provided by the Department.

3.4. The Contractor shall inform the Department, upon request, on current trends and provide information on new technologies in use that may impact the Contractor's responsibilities under this Contract.

**3.5. Deliverables**

3.5.1. All deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each deliverable.

3.5.2. Each deliverable will follow the deliverable submission process as follows:

3.5.2.1. The Contractor shall submit each deliverable to the Department for review and approval using Department-created forms or templates when available.

3.5.2.2. The Department will review the deliverable and may direct the Contractor to make changes to the deliverable. The Contractor shall make all changes within ten (10) Business Days following the Department's direction to make the change unless the Department provides a longer period in writing. The Department may not use this section to make substantial substantive changes to the Work.

3.5.2.2.1. Changes the Department may direct include, but are not limited to, modifying portions of the deliverable, requiring new pages or portions of the deliverable, requiring resubmission of the deliverable or requiring inclusion of information that was left out of the deliverable.

3.5.2.3. The Department may also direct the Contractor to provide clarification or provide a walkthrough of each deliverable to assist the Department in its review. The Contractor shall provide the clarification or walkthrough as directed by the Department.

3.5.2.4. Once the Department has received an acceptable version of the deliverable, including all changes directed by the Department, the Department will notify the Contractor of its acceptance of the deliverable in writing. A deliverable shall not be deemed accepted prior to the Department's notice to the Contractor of its acceptance of that deliverable.

3.5.3. The Contractor shall employ an internal quality control process to ensure that all deliverables, documents and calculations are complete, accurate, easy to understand and of high quality. The Contractor shall provide deliverables that, at a minimum, are responsive to the specific requirements for that deliverable, organized into a logical order, contain no spelling or grammatical errors, are formatted uniformly and contain accurate information and correct calculations. The Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing deliverables for reference as directed by the Department.

3.5.4. If any due date for a deliverable were to fall on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.

3.5.5. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.

3.5.6. No deliverable, report, data, procedure or system created by the Contractor for the Department that is necessary to fulfilling the Contractor's responsibilities under the Contract, as determined by the Department, shall be considered proprietary.

3.5.7. If any deliverable contains ongoing responsibilities or requirements for the Contractor, such as deliverables that are plans, policies or procedures, then the Contractor shall comply with all requirements of the most recently approved version of that deliverable. The Contractor shall not implement any version of any such deliverable prior to receipt of the Department's written approval of that version of that deliverable. Once a version of any deliverable described in this subsection is approved by the Department, all requirements, milestones and other deliverables contained within that deliverable shall be requirements, milestones and deliverables of this Contract.

3.5.8. Any deliverable described as an update of another deliverable shall be considered a version of the original deliverable for the purposes of this subsection.

3.5.9. All Deliverables shall be submitted on the Department-provided template (if available). All Deliverable submissions must be signed by an authorized Contractor representative. Use of Adobe eSign to create and apply an electronic signature is permitted.

### 3.6. Stated Deliverables and Performance Standards

3.6.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE" or "PERFORMANCE STANDARD" is intended to highlight a deliverable or performance standard contained in this Statement of Work and provide a clear due date for deliverables. The sections with these headings are not intended to expand or limit the requirements or responsibilities related to any deliverable or performance standard.

### 3.7. Communication Requirements

3.7.1. Communication with the Department

3.7.1.1. The Contractor shall enable all Contractor staff to exchange documents and electronic

files with the Department staff in formats compatible with the Department's systems. The Department currently uses Microsoft Office 2013 and/or Microsoft Office 365 for PC. If the Contractor uses a compatible program that is not the system used by the Department, then the Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.

3.7.2. Communication with Members, Providers and Other Entities

3.72.1. The Contractor shall use SMS/text messaging, e-mail and letter templates stored in the Healthy Communities Member Relationship Management System for all written Member communications when appropriate to use them.

3.72.2. The Contractor shall use an encrypted means of communication when conveying member PHI or PII electronically. In all cases when communicating member information to the Department, it is encouraged to use the Healthy Communities Member Relationship Management System through its non-group communication (chat, individual messaging and @messaging) methods.

3.7.3. **Program Presence and Information Assurance**

3.73.1. The Contractor shall maintain a dedicated phone line to receive calls from Members with questions about the Healthy Communities Program.

3.73.2. The dedicated phone line shall be answered with a Healthy Communities Program-specific greeting when answered live.

3.73.3. The dedicated phone line shall have a Healthy Communities Program-specific outgoing voice message when the phone cannot be answered by a live agent.

3.73.4. Unless otherwise approved in writing by the Department, the outgoing voice message shall include an English and Spanish version of the message or, provide a phone-tree option for Spanish-speaking callers to select to receive the same information in Spanish.

3.73.5. The Contractor shall maintain an office that Healthy Communities Members may visit with questions about the Healthy Communities Program.

3.73.6. The Contractor shall assure that Members have access to Healthy Communities Program staff and information by:

3.73.7. Providing and maintaining a means by which Members can communicate with staff during regular business hours and ensure Members may leave voice messages, email messages or text messages, if available, and have their messages returned within two business days.

3.73.8. Making program information available on the Contractor organization's website where it may be easily seen or found by members using a simple site search and containing, at minimum: how to reach Contractor program staff, hours they are available, location of Health Communities Program staff for in-person visits, links to Department program website, and basic information about how the Healthy Communities Program may help the member.

3.73.9. The Contractor shall publish the Healthy Communities Program's statewide toll-free number (844-511-KIDS (5437)) on all its Healthy Communities Program

information sources in addition to, or instead of, the local telephone number it currently publishes.

3.7.3.10. Ensuring all reception staff, including their backup and temporary replacement staff, are familiar with how to connect Members with Healthy Communities Program staff whether in person, telephone or routing email, voicemail or website inquiries.

3.7.3.11. Reporting to the Department the Contractor's published Healthy Communities Program phone number, the link to the Healthy Communities Program website, the hours staff are available and how internal reception staff are trained to meet this requirement.

3.7.3.12. DELIVERABLE: Program Presence and Information Assurance Report

3.7.3.13. DUE: Within sixty (60) days of the Contract Effective Date.

3.7.4. **Communication Plan**

3.7.4.1. The Contractor shall create a Communication Plan that includes, but is not limited to, following:

3.7.4.2. A description of how the Contractor will communicate to Members any changes to the services those Members will receive or how those Members will receive the services.

3.7.4.3. A description of the communication methods, including things such as email lists, newsletters and other methods, the Contractor will use to communicate with Providers and Subcontractor.

3.7.4.4. The specific means of immediate communication with Members and a method for accelerating the internal approval and communication process to address urgent communications or crisis situations.

3.7.4.5. A general plan for how the Contractor will address communication deficiencies or crisis situations, including how the Contractor will increase staff, contact hours or other steps the Contractor will take if existing communication methods for Members or Providers are insufficient.

3.7.4.6. A listing of the following individuals within the Contractor's organization, that includes cell phone numbers and email addresses:

3.7.4.7. An individual who is authorized to speak on the record regarding the Work, the Contract or any issues that arise that are related to the Work.

3.7.4.8. An individual who is responsible for any website or marketing related to the Work.

3.7.4.9. Back-up communication staff that can respond if the other individuals listed are unavailable.

3.7.4.10. The Contractor shall deliver the Communication Plan to the Department for review and approval.

3.7.4.11. DELIVERABLE: Communication Plan

3.7.4.12. DUE: Within forty-five (45) Business Days after the Effective Date

3.7.4.13. The Contractor shall review its Communication Plan on an annual basis and determine if any changes are required to account for any changes in the Work, in the Department's processes and procedures or in the Contractor's processes and

procedures. The Contractor shall submit an Annual Communication Plan Update that contains all changes from the most recently approved prior Communication Plan, Annual Communication Plan Update or Interim Communication Plan Update or shall note that there were no changes.

3.7.4.14. DELIVERABLE: Annual Communication Plan Update

3.7.4.15. DUE: Within thirty (30) days from the date of the change

3.7.4.16. The Department may request a change to the Communication Plan at any time to account for any changes in the Work, in the Department's processes and procedures or in the Contractor's processes and procedures, or to address any communication related deficiencies determined by the Department. The Contractor shall modify the Communication Plan as directed by the Department and submit an Interim Communication Plan Update containing all changes directed by the Department.

3.7.4.17. DELIVERABLE: Communication Plan Update

3.7.4.18. DUE: Within thirty (30) Business Days following the receipt of the request from the Department, unless the Department allows for a longer time in writing

**3.8. Business Continuity**

3.8.1. The Contractor shall create a Business Continuity Plan that the Contractor will follow to continue operations after a Disaster or a Business Interruption. The Business Continuity Plan shall include but is not limited to the following:

3.8.1.1. How the Contractor will replace staff that has been lost or is unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.

3.8.1.2. How the Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.

3.8.1.3. In the event of a Disaster, the plan shall also include how the Contractor will make all information available at its back-up facilities.

3.8.1.4. How the Contractor will minimize the effects on Members of any Business Interruption.

3.8.1.5. How the Contractor will communicate with the Department during the Business Interruption and points of contact within the Contractor's organization the Department can contact in the event of a Business Interruption.

3.8.1.6. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.

3.8.1.7. The time it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.

3.8.2. The Contractor shall deliver the Business Continuity Plan to the Department for review and approval.

3.8.2.1. DELIVERABLE: Business Continuity Plan

3.8.2.2. DUE: Within forty-five (45) Business days after the Effective Date

3.8.3. The Contractor shall review its Business Continuity Plan at least semi-annually and

update the plan as appropriate to account for any changes in the Contractor's processes, procedures or circumstances. The Contractor shall submit an Updated Business Continuity Plan that contains all changes from the most recently approved prior Business Continuity Plan or Updated Business Continuity Plan or shall note that there were no changes.

3.8.3.1. DELIVERABLE: Updated Business Continuity Plan

3.8.3.2. DUE: Within thirty (30) days from the date of the change.

3.8.4. In the event of any Business Interruption, the Contractor shall implement its most recently approved Business Continuity Plan or Updated Business Continuity Plan immediately after the Contractor becomes aware of the Business Interruption. In that event, the Contractor shall comply with all requirements, deliverables, timelines and milestones contained in the implemented plan.

**3.9. Department System Access**

3.9.1. If the Contractor requires access to any Department computer system to complete the Work, the Contractor shall have and maintain all hardware, software and interfaces necessary to access the system without requiring any modification to the Department's system. The Contractor shall follow all Department policies, processes and procedures necessary to gain access to the Department's systems.

**3.10. HIPAA Policies**

3.10.1. The Contractor shall develop and deliver a HIPAA Policy to the Department for review and approval. The HIPAA Policy shall address the Contractor's policies for Protected Health Information (PHI), technologies in place for protecting PHI, and trainings provided to Contractor staff.

3.10.1.1. DELIVERABLE: HIPAA Policy

3.10.1.2. DUE: Ten (10) Business Days After the Effective Date

3.10.2. The Contractor shall update their HIPAA Policy, at least annually, to include any technical, procedural or other changes and deliver this HIPAA Policy Update to the Department for review and approval.

3.10.2.1. DELIVERABLE: Updated HIPAA Policy

3.10.2.2. DUE: Within thirty (30) days from the date of the change.

**3.11. Onboarding Plan**

3.11.1. The Healthy Communities Contractor shall create an annual onboarding plan to describe how the Healthy Communities Contractor and the RAE will partner to onboard eligible Members successfully. The annual onboarding plan shall include, but is not limited to, the following information:

3.11.1.1. Shared goals and objectives for Member onboarding.

3.11.1.2. Targeted strategies and activities that will be implemented to maximize Member outreach and improve health outcomes.

3.11.1.3. Any innovative pilot projects that are being initiated together.

3.11.1.4. Timelines.

3.11.2. DELIVERABLE: Onboarding Plan

3.11.3. DUE: Annually by September 30 and within thirty (30) days from when any agreed modifications are made, thereafter.

3.11.4. The Contractor shall update the Onboarding Plan in collaboration with their RAE at least annually.

## SECTION 4.0 PERSONNEL GENERAL REQUIREMENTS

### 4.1. Personnel General Requirements

4.1.1. The Contractor shall provide qualified personnel as necessary to perform the Work throughout the term of the Contract. The Contractor shall provide the Department with a final list of personnel assigned to the Contract.

4.1.2. The Contractor shall designate a staff member to serve as Project Lead. The Project Lead shall monitor all project activities, ensure the completion of all Work in accordance with the Contract's requirements, and will act as the primary point of contact with the Department for all communications, tasks and deliverables.

4.1.3. The Contractor shall designate a Backup Project Lead who will act as Project Lead in the event of Project Lead's absence extending more than three (3) business days.

4.1.4. The Contractor shall designate the Accounting Contact who will act as the primary point of contact for questions and concerns regarding budgets, reimbursement requests, invoices or expenditures.

4.1.5. DELIVERABLE: Final list of names of the personnel assigned to the Contract, including, at minimum, the Project Lead, Backup Project Lead and Accounting Contact.

4.1.6. DUE: Within five (5) Business Days following the Effective Date

4.1.2. If any of the Contractor's personnel are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then the Contractor shall maintain copies of such current licenses and certifications and provide them to the Department upon request.

4.1.3. The Contractor shall ensure that all personnel have sufficient training and experience to complete all portions of the Work assigned to them. The Contractor shall provide all necessary training to its personnel, except for Department-provided training specifically described in the Contract.

### 4.1.4. Subcontractors

4.1.4.1. The Contractor may subcontract to complete Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:

4.1.4.2. The Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.

4.1.4.3. The Contractor shall obtain the Department's prior consent and written approval for any use of Subcontractor(s).

4.1.4.4. The Contractor shall make or allow for appropriate arrangements for Subcontractor

staff to fully participate in Department required trainings, annual conferences, meetings and site visits, including site visits to the Subcontractor site.

4.1.4.5. DELIVERABLE: Name of each Subcontractor entity, contact information of staff performing subcontract work, a list of items on which each Subcontractor will work and a copy of any agreements, contracts, memoranda of understanding used to carry out the work of the Contract regardless of whether funds are exchanged.

4.1.4.6. DUE: The later of thirty (30) days prior to the Subcontractor beginning work or the Effective Date. For other agreements, contracts and memoranda of understanding, copies of same are due within thirty (30) days of entering the agreement.

4.1.5. The Contractor shall fully cooperate with the scheduling of and participation in any site reviews by a Department designee as well as any follow up meetings deemed necessary by the Department to address specific issues requiring corrective action.

4.1.6. The Contractor shall have at least one (1) member of its staff attend, in person, via conference call or web conferencing when available, at least ninety (90) percent of all regular Healthy Communities Family Health Coordinator meetings.

4.1.7. If all appropriate staff and subcontractor staff cannot attend any given meeting, the Contractor shall ensure they all are provided the same training as those in attendance.

4.1.8. The Contractor shall notify the Department at least within one (1) Business Day when any individual, employee, intern, or subcontractor with access to Department data systems leaves employment and at least within five (5) Business Days of hiring a new employee.

4.1.9. The Contractor shall ensure all provisions of this Contract will be carried out during such employment/subcontractor gaps or transitions and shall secure replacements within thirty (30) days.

## SECTION 5.0 PROJECT REQUIREMENTS

5.1. The Contractor shall serve as the Healthy Communities Contractor for Gunnison, Hinsdale counties.

5.2. The Contractor shall complete the Work pursuant to the Department's policies including the Department's Healthy Communities Member Relationship Management System procedures. These procedures may be updated regularly by the Department via a web site. The Contractor shall comply with all updated procedures.

### 5.3. Regional Accountable Entity (RAE) Coordination

5.3.1. The Contractor shall work collaboratively with its RAE or RAEs, if applicable, to align and coordinate onboarding and outreach activities.

53.1.1. To enable a collaborative partnership, the Contractor shall establish a documented agreement, either a Memorandum of Understanding (MOU) or a contract, with the RAE or RAEs, if applicable, that serve the same county or counties the Contractor serves in accordance with the ACC Phase II Implementation – RAE and Healthy Communities Collaboration policy document effective July 1, 2018.

53.1.2. DELIVERABLE: Copy of MOU or contract with RAE or RAEs, if applicable.

5.3.1.3. DUE: Within thirty (30) days of the completion of the agreement and thirty (30) days from the date of any modifications to the agreement but no later than September 30, 2019, unless a date change is approved in writing by the Department.

5.3.1.4. DELIVERABLE: RAE Meeting Schedule for the contract period.

5.3.1.5. DUE: By July 31, 2019, unless a date change is approved in writing by the Department.

**5.4. EBNE Outreach**

5.4.1. The Contractor shall conduct, on average throughout the contract period, a minimum of one (1) EBNE outreach activity per quarter for each county it serves under the contract.

5.4.1.1. Outreach may include, but is not limited to, the following activities:

5.4.1.1.1. Health fairs.

5.4.1.1.2. Back-to-school nights.

5.4.1.1.3. Workshops, presentations, and in-service announcements to community-based organizations and agencies who interact with the similar populations served by Healthy Communities.

5.4.2. The outreach information shall, at a minimum, include the following program information:

5.4.2.1. Information describing Health First Colorado (Colorado's Medicaid Program) and Child Health Plan *Plus* (CHP+) including basic eligibility requirements for these programs, benefits and services.

5.4.2.2. How and where the EBNE individual can apply for Medical Assistance.

5.4.2.3. Information about the role of the RAE in coordinating Member care and providing other support in accordance with the Onboarding Plan.

5.4.2.4. Information about the services and resources provided by Family Health Coordinators.

5.4.3. The Contractor shall assist EBNEs with the application process, which may include any of the following:

5.4.3.1. Completing a paper Colorado Medical Assistance Programs application or the Colorado Program Eligibility and Application Kit (PEAK), downloading the PEAK*Health* (Smartphone) Application, linking the application to the Member's PEAK account and providing basic information about how to use the application or where to find additional help.

5.4.3.2. Providing onsite Presumptive Eligibility (PE) determinations for those who may qualify.

5.4.3.3. Providing an appropriate referral, when necessary, to another application assistance site, including, but not limited to, a local department of human or social services, a PE site, a Certified Application Assistant Site (CAAS), or a Medical Assistance (MA) site.

**5.5. Member Onboarding**

5.5.1. The Contractor shall assist Members enrolled in Health First Colorado and CHP+ with

navigating the programs.

5.5.2. In accordance with the Onboarding Plan, the Contractor shall perform the following tasks for all individuals who qualify for the Healthy Communities Program:

5.5.2.1 Follow up with pregnant women, children, families, and EBNEs regarding the status of their application as requested by the Member.

5.5.2.2 Provide Healthy Communities Program Members with a list of appropriate Health First Colorado and CHP+ Providers and referrals when appropriate.

5.5.2.3 Provide assistance setting appointments when requested by Healthy Communities Program Members.

5.5.2.4 Provide referrals for medical and non-medical programs to Healthy Communities Program Members as requested by the Member.

5.5.2.5 Follow up with Members who missed their appointment as requested by physical, oral and mental health Providers.

5.5.2.6 The Contractor shall assist Members in finding or accessing appropriate community resources and ensure families have access to the programs.

5.5.2.7 Follow up with Members who have not received preventive oral or medical services within the recommended time frame as outlined in the Department-adopted periodicity schedules.

5.5.2.8 Assist in resolving any issues or concerns regarding enrollment into Health First Colorado or CHP+ and eligibility issues, including by facilitating contact with CHP+ contractor, county department of social or human services technicians, the Department's Eligibility and Enrollment Medical Assistance Program contractor, the Department's Enrollment Broker or other Medical Assistance sites as appropriate.

5.5.2.9 Assist Health First Colorado Members with scheduling Non-Emergent Medical Transportation (NEMT) through the Health First Colorado Transportation Broker or local department of human or social services.

5.5.2.10 Assist Members with resolving issues including Provider demands for payment, collections issues and any additional questions and issues regarding program benefits or navigation, as requested by Members.

5.5.3 The Department will provide access to the database systems and information necessary to carry out the provisions of this contract, including, but not limited to, the Colorado Benefits Management System (CBMS), the Healthy Communities Member Relationship Management System, Provider Web Portal, the Benefits Utilization System (BUS), PEAK Pro, and interChange, on an as-needed basis as determined by the Department's Healthy Communities Program and Contracts Manager.

5.5.4 The Contractor shall educate the Member regarding the availability of services offered by the Healthy Communities Program.

**5.6. Provider and Community Partner Outreach**

5.6.1. The Contractor shall educate Providers on all services provided by or available through Healthy Communities Program.

5.6.2. The Contractor shall assist Providers to confirm program eligibility and resolve eligibility verification discrepancies to prevent rescheduling or members missing appointments.

5.6.3. The Contractor shall assist Providers with missed appointment follow-up as requested. This assistance shall include calling Members to coordinate assistance needed to attend appointments. This may include providing to the Member resource referrals such as transportation assistance or child care resources to allow the Member to attend an appointment.

5.6.4. The Contractor shall assist community partners in understanding the Health First Colorado and CHP+ medical assistance programs, program benefits, and program administration.

5.6.5. The Contractor shall plan, manage, and coordinate collaborative efforts and activities with community partners to ensure better service delivery and education to the populations served.

5.6.6. The Contractor shall attend relevant meetings, conferences, and other channels of collaboration in conjunction with community partners at no additional cost to the Department.

**5.7. Member Relationship Management System**

5.7.1. The Contractor shall provide access for employees performing the Work to use the Healthy Communities Member Relationship Management System as required.

5.7.2. The Contractor shall assure that all information needed to assist Members, such as Providers and community resources are added to the Healthy Communities Member Relationship Management System as they relate to the Healthy Communities Program in a timely manner and assure lists are available for use by Members and Community Partners as needed.

5.7.3. The Contractor shall assure that all Healthy Communities staff are computer literate and able to use the Healthy Communities Client Relationship Management System to its full potential.

5.7.3.1. At the Department's discretion, the Department may ask Contractor staff to complete computer and Healthy Communities Member Relationship Management System proficiency testing and to complete, at the Contractor's expense, training deemed appropriate by the Department.

5.7.4. The Contractor shall enter data accurately into the Healthy Communities Member Relationship Management System according to conventions agreed upon by the collaboration between the Contractor and the Department, such as outreach events, referrals and interactions with Members.

5.7.5. The Contractor shall assure the Healthy Communities Member Relationship Management System is up to date prior to the 10th day of each month. The Department will generate reports for monthly contacts, referrals, and outreach activities on the 10th of the month to meet reporting requirements.

5.7.6. The Contractor shall submit all requests for extensions of the deadline to the Department in writing no later than the 5th of the month.

**5.8. Training**

5.8.1. At the Department's request, the Contractor shall attend Departmental trainings. Departmental trainings may include, but are not limited to:

5.8.1.1. Training on the Healthy Communities Member Relationship Management System and access to the system for each of the Contractor's current employees working with the Healthy Communities Program and those whom the Contractor may hire to work on the program during the contract year.

5.8.1.2. Quality assurance and other trainings during site visits.

5.8.2. Contractor shall follow the Department's standardized training curriculum.

5.8.2.1. Training curriculum will include, but not be limited to, information regarding the following topics:

5.8.2.1.1. Healthy Communities Member Relationship Management System data entry including data entry conventions.

5.8.2.1.2. Health First Colorado and CHP+ benefits.

5.8.2.1.3. Health First Colorado and CHP+ eligibility.

5.8.2.1.4. CBMS use.

5.8.2.1.5. Use of PEAK to assist Members.

5.8.2.1.6. Other topics as needed to fulfill the program's purpose.

**5.9. Reporting**

**5.9.1. Contractor Quarterly Report**

5.9.1.1. By the end of the month after each fiscal quarter, the Contractor shall submit a report summarizing, at a minimum, the following:

5.9.1.1.1. The activity of the previous quarter including noteworthy accomplishments, project status, challenges or barriers to program efforts, and collaborations with community or other agency partners;

5.9.1.1.2. A description of the outreach activities conducted by the Contractor that quarter;

5.9.1.1.3. A description of the events and activities that the Contractor conducted to increase the number of well-child and oral health visits, increase physical health visits, and increase oral health visits;

5.9.1.1.4. A list of staff who performed Work during the quarter;

5.9.1.1.5. The total number of Full Time Equivalent (FTE) hours the Contractor staff spent on contract Work during the quarter; and

5.9.1.1.6. Other information requested by the Department from the Healthy Communities Member Relationship Management System.

5.9.1.2. DELIVERABLE: Contractor Quarterly Report.

5.9.1.3. DUE: By the end of the month after each fiscal quarter

**5.9.2. Proposed Program Budget**

5.9.2.1. The Contractor shall submit a detailed Proposed Program Budget to the Department within thirty (30) days of the issuance or renewal of the Contract with the Department. At a minimum, the Budget Report shall include all anticipated program related expenses for employee(s) and operating expenses for the entire Contractual period.

5.9.2.1.1. DELIVERABLE: Proposed Program Budget.

5.9.2.1.2. DUE: Within thirty (30) days of the issuance or renewal of the Contract with the Department.

**5.9.3. Final Report**

5.9.3.1. The final report shall consist of the accumulation of the quarterly reports with an additional summary representing the whole year.

5.9.3.2. DELIVERABLE: Final Report.

5.9.3.3. DUE: Thirty (30) days after the Contract expires, renews or is terminated.

**5.9.4. Ad Hoc Reporting**

5.9.4.1. The Contractor shall provide Ad Hoc Reports as requested by the Department.

5.9.4.2. When an Ad Hoc Report is requested, the Contractor shall coordinate with the Department to confirm its understanding of the request and identify the best method for response.

5.9.4.3. The Contractor shall provide all ad hoc reports within thirty (30) days of the Department's request at no additional cost to the Department.

## SECTION 6.0 PERFORMANCE STANDARDS

6.1. The Contractor shall adhere to all performance standards published by the Department via policies and procedures documents, as well as those published on the Healthy Communities Member Relationship Management System, training materials or periodic Departmental communications.

**6.1.1. New Member Communication Standard**

6.1.1.1. The Contractor shall reach out to newly enrolled Members with an Inform to share their benefits (Health First Colorado or CHP+), offer navigation assistance, and provider or resource referral within sixty (60) days of the Member's enrollment or within two (2) weeks of appearing on the Newly Enrolled Member List whichever is later.

6.1.1.2. The Contractor shall attempt to reach members at least three (3) times within a two (2) week period – preferably varying the times of day and days of week called. Whenever possible, the Contractor shall leave a message for the Member to return the call. Upon the final attempt to reach the Member, the Contractor shall leave a program informational message (Inform) that provides information about the program and how the member may access program services. Such messages may only be left within strict adherence to HIPAA guidelines and the Business Associate Agreement with the Department.

6.1.2. The Contactor may provide an Inform via mail under all of the following conditions:

6.1.2.1. After the Contractor has attempted, but was unable, to reach the member or family representative or other means or no information for other communication methods was provided by the Department;

6.1.2.2. The Inform via mail uses Department-approved letter template generated in the Healthy Communities Member Relationship Management System, or other Department-approved letter and the interaction is recorded in the database. While not required, it is preferred that each letter contain some handwritten information or message including hand-addressing the envelope whenever possible;

6.1.2.3. Informs are mailed with a "Return Service Requested" insignia on the envelope, address information is corrected and logged in the database within one (1) week of mail being returned, and another letter is sent to the new address; and

6.1.2.4. The Contractor has certified to the Department within five (5) days of the execution of the Contract that it is following all requirements for Informs via mail herein.

6.1.3. If the Contractor used automated (robo) calling systems to reach Members, it shall use such systems only after initial attempts to reach Members through other means have failed. Regardless, the Contractor shall ensure that the use of such systems is carried out within strict adherence to HIPAA guidelines, and the Business Associate Agreement with the Department providing only the minimum information required to providers of such services as necessary. The Contractor shall ensure that such service providers comply with all other state rules and regulation regarding contacting Members in such a manner. The Contractor is encouraged to stagger the time of day and days of week, including evenings and weekends per Federal Communications Commission limitations, to optimize chances of reaching members. When available, even if at greater expense, the Contractor shall utilize interactive tools to allow member and recipients to provide feedback such as answers to survey questions, requests for a call back or additional information.

## SECTION 7.0 PERFORMANCE METRICS

7.1. By the Effective Date of this Contract, the Department will provide the Contractor with historical data with which to determine past performance and establish a baseline for comparing future performance and performance change. Additionally, by that time, the Contractor will have regular, timely access to benefit utilization data for well-child visits and oral health screenings for all members in the Contractor service area.

7.2. Contractor goals will be established to help improve the screening participation rates for child wellness visits and increase oral health screeningsas reported by the Department on the CMS EPSDT 416 Report per CMS criteria.

7.3. Performance expectations are as follows:

### 7.3.1. Child Wellness Visit Screening Participation Rates

7.3.1.1. Contractors whose baseline data is at or above CMS child wellness visit screening participation criteria of eighty percent (80%), the expectation is to increase performance by two (2) percentage points for the contract period.

7.3.1.2. Contractors whose baseline data is between sixty percent (60%) and 79.99 percent for child wellness visit screening participation, the expectation is to increase

performance by a minimum of four (4) percentage points for the contract period.

7.3.1.3. Contractors whose baseline data is below sixty percent (60%) for child wellness visit screening participation, the expectation is to increase performance by a minimum of seven (7) percentage points for the contract period.

7.3.2. Child Oral Health Screening Participation Rates

7.3.2.1. The Contractor is expected to increase child oral health screening participation by two (2) percentage points above their baseline for the contract period.

7.3.3. While the CMS EPSDT 416 Report data is how the Department is evaluated by CMS, for purpose of these performance metrics with respect to this contract and any incentive programs that may be developed for these purposes, the Department will use data represented in the Healthy Communities Member Relationship Management System.

## SECTION 8.0 CLOSEOUT PERIOD

8.1.1. The Contract shall have a Closeout Period.

8.1.1.1. The Closeout Period shall begin on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by the Department of non-renewal. The Closeout Period shall end 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.

8.1.1.2. This Closeout Period may extend past the termination of the Contract and the requirements of the Closeout Period shall survive termination of the Contract.

8.1.2. Closeout Period

8.1.2.1. During the Closeout Period, the Contractor shall complete the following:

8.1.2.1.1. Implement the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department, as described in Section 8.1.3 and complete all steps, deliverables and milestones contained in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.

8.1.2.1.2. Provide to the Department, or any other contractor at the Department's direction, all reports, data, systems, deliverables and other information reasonably necessary for a transition as determined by the Department or included in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.

8.1.2.1.3. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.

8.1.2.1.4. Notify any Subcontractor of the termination of the Contract, as directed by the Department.

8.1.2.1.5. Notify all Members that the Contractor will no longer be the Healthy Communities Outreach and Case Management Contractor. The Contractor shall create these notifications and deliver them to the Department for approval. Once the Department has approved the notifications, the Contractor shall deliver these notifications to all Members, but in no event shall the Contractor deliver any such notification prior to

approval of that notification by the Department.

8.1.2.1.6. DELIVERABLE: Member Notifications

8.1.2.1.7. DUE: Thirty (30) days prior to termination of the Contract

8.1.2.2. Continue meeting each requirement of the Contract as described in the Department-approved and updated Closeout Plan, or until the Department determines that specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when any specific requirement is being performed by the Department or another contractor and will notify the Contractor of this determination for that requirement.

8.1.2.3. The Department will perform a closeout review to ensure that the Contractor has completed all requirements of the Closeout Period. In the event that the Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.

8.1.3. Closeout Planning

8.1.3.1. Closeout Plan

8.1.3.1.1. The Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones and deliverables necessary to fully transition the services described in the Contract from the Contractor to the Department to another contractor selected by the Department to be the Healthy Communities Outreach and Case Management Contractor after the termination of the Contract. The Closeout Plan shall also designate an individual to act as a closeout coordinator, who will ensure that all requirements, steps, timelines, milestones and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on Members and the Department. The Contractor shall deliver the Closeout Plan to the Department for review and approval.

8.1.3.1.2. DELIVERABLE: Closeout Plan

8.1.3.1.3. DUE: Thirty (30) days following the Effective Date

8.1.3.2. The Contractor shall update the Closeout Plan, at least annually, to include any technical, procedural or other changes that impact any steps, timelines or milestones contained in the Closeout Plan, and deliver this Closeout Plan Update to the Department for review and approval.

8.1.3.3. DELIVERABLE: Closeout Plan Update

8.1.3.4. DUE: Within thirty (30) days of the date changes are made

**9 SECTION 9.0 PAYMENT Initiatives Reimbursed from Contract Funds Held in Reserve:**

9.1 The Department will implement an incentive program through which the Contractor may earn up to fifteen percent (15%) of the annual Contract amount to be paid out quarterly and annually upon the successful completion of the following initiatives and under the following circumstances.

9.2 **Process Improvement Initiative**

9.2.1 The Contractor shall be eligible each quarter to receive 1.25% of the total Contract amount upon successful completion of the Process Improvement Initiative.

9.2.2 The Contractor shall submit on time all Contract process deliverables due within the Contract period regardless of which Contract period the deliverable may cover.

9.2.3 Process deliverables are those listed in Exhibit D, Healthy Communities Contract Deliverable Schedule - SFY2020.

9.2.4 The Department will provide the Contractor written notice of receipt of each deliverable, indicating the date of receipt, within two (2) Business Days of receipt by the Department.

9.2.5 The Department will provide the Contractor written notice of each deliverable's Acceptance Status within ten (10) Business Days of receipt.

9.2.6 The Contractor shall complete all deliverable deficiencies (e.g. the Contractor was notified by the Department that the deliverable was "Not Accepted" or "Accepted with Changes") within ten (10) Business Days of the of Contractor notice.

9.2.7 Initiative completion payments will be paid out quarterly provided all deliverables due during the period were submitted on time. Payments for subsequent quarters will require all late prior quarter deliverables were submitted and the deliverables for the payment period were received on time.

9.2.8 All deliverable deficiencies due within a deliverable completion payment period must be remedied by the due date for the Contractor to be eligible for payment.

9.3 **Program Improvement Initiative**

9.3.1 The Contractor shall be eligible to receive up to five percent (5%) of the total Contract amount upon successful completion of the Program Improvement Initiative.

9.3.2 The Program Improvement Initiative requires that the Contractor deliver Department-approved training(s) or presentation(s)at one (1) or more quarterly meetings. As of the date of Contract execution these are scheduled for August 21, 2019; November 13, 2019; February 19, 2020; and May 20, 2020.

9.3.3 Contractors with total annual contract amounts under $100,000.00 may, and are encouraged to, present in collaboration with one (1) other contractor in the same group. These contractors shall receive five percent (5%) of the total Contract amount upon successful completion of the training or presentation included in the Program Improvement Initiative.

9.3.4 Contractors with total annual contract amounts between $100,000.00 and $200,000.00 shall complete one (1) training or presentation during the contract period. These contractors shall receive five percent (5%) of the total Contract amount upon successful completion of the training or presentation included in the Program Improvement Initiative.

9.3.5 Contractors with total annual contract amounts over $200,000.00 shall conduct two (2) such trainings or presentations during the contract period. These contractors shall receive 2.5% of the total Contract amount upon successful completion of each training or presentation included in the Program Improvement Initiative.

9.3.6 The Contractor shall submit its training or presentation topic(s) for approval no later than July 24, 2019. Training or presentation topic submissions shall include:

9.3.6.1. Overview of the training or presentation including the intended presenter.

9.3.6.2. The training or presentation purpose, e.g. how it will help Family Health Coordinators improve their work, etc.

9.3.6.3. A brief outline of the training or presentation including proposed handouts.

9.3.6.4. Requested date(s) of training or presentation

9.3.6.5. An indication of how the audience participation and understanding will be evaluated.

9.3.7 DELIVERABLE: Training and presentation topic submission(s)

9.3.8 DUE: July 24, 2019

9.3.9 The Contractor's training shall be composed of the following:

9.3.9.1. A 20-minute A/V presentation, either in-person or remotely via webinar

9.3.9.2. Up to ten (10) minutes for follow up, question and answer period, etc.

9.3.9.3. Handouts which shall consist of the presentation PowerPoint slides (3 slides per page) but may also include any material relevant to the presentation topic

9.3.9.4. Examination which shall be comprised of at least three (3) (but no more than ten (10)) questions that address the fundamental points of the presentation and will gauge the audience's participation in and understanding of the presentation. The Department will administer the examination to remote participants electronically immediately after the presentation as an online survey and will administer to in-person participants via a written examination.

9.3.9.5. DELIVERABLE: Presentation, handouts and examination

9.3.9.6. DUE: Fifteen (15) Business Days prior to the scheduled presentation

9.3.9.7. The Department will notify the Contractor within one (1) Business Day of receipt of the presentation, handout and evaluation. The Department will notify the Contractor of their Acceptance Status within three (3) business days of receipt. The Contractor shall remedy any deficiency and resubmit to the Department. within five (5) Business Days of Acceptance Status.

9.3.9.8. DELIVERABLE: Remedied presentation, handouts and examination

9.3.9.9. DUE: Five (5) Business Days from notification of Acceptance Status.

9.3.10 In lieu of each training or presentation as described above, the Contractor may submit for Department approval by July 24, 2019, any other Program Improvement Initiative of its choosing.

9.3.11 The Department will notify the Contractor of the Acceptance Status of the Program Improvement Initiative within thirty (30) days of completion of the training or presentation.

9.4 **Program Outcomes Initiative**

9.4.1 The Contractor shall be eligible to receive up to five percent (5%) of the total Contract amount upon successful completion of the Program Outcomes Initiative.

9.4.2 The Contractor will be eligible for payment at the end of the contract period per the following tiered payment structure:

9.4.2.1. 40%-44.99% of new Member Informs completed – Pays 1.25% reserve funds

9.4.2.2. 45%-49.99% of new Member Informs completed – Pays 2.5% reserve funds

9.4.2.3. 50%-54.99% of new Member Informs completed – Pays 3.75% reserve funds

9.4.2.4. 55% or greater of new Member Informs completed – Pays 5% reserve funds

9.4.3 A completed Inform means providing to members on the Newly Enrolled Member List program-specific information including: name and contact information for their managed care organization or RAE; Fee For Service treatment as applicable; an overview of covered medical, behavioral and oral health benefits; non-covered services and benefits (member reimbursement, etc.) and examples of services that may require prior authorization; support for member identified needs for medical, behavioral or oral health care or related services such as non-emergency medical transportation, or community based services or supports.

9.4.4 Additionally, Contractor staff denoting a completed new Member Inform in the Healthy Communities Member Relationship Management System shall be considered an attestation that all or most of the above information was provided, in person or by telephone, automated (robo) call message delivered in its entirety, text/SMS message, to the member/family. Informs made via mail may only be used following the criteria in Section 6.1.2 of this Contract and may account for no more than fifteen percent (15%) of the Contractor's total Informs to Newly Enrolled for this initiative.

9.4.5 The Department will make available in the Member Relationship Management System reports that the Contractor can review, at-will, its progress toward this measure.

9.4.6 An Inform may be denoted as "Completed" if the Contractor staff, after speaking with the member/family, was able to address all of the member's/family's questions or concerns identified in the interaction and provide information for them to find additional help appropriate to their program.

9.5 **Unclaimed Contractor Funds Pool**

9.5.1 The Department will create a performance pool from any monies not distributed to the contractors for performance on the Process Improvement, Program Improvement and Program Outcomes Initiatives.

9.5.2 The Contractor is eligible for performance pool distributions if at least thirty-five percent (35%) of their new Member Informs assigned are completed regardless of the level of reimbursement, if any, they received for the Program Outcomes Initiative. The Department will distribute the funds as follows:

9.5.2.1. 30% to the Healthy Communities contractor with greatest improvement in Well-Child Screening Rates

9.5.2.2. 20% to the Healthy Communities contractor with second greatest improvement in Well-Child Screening Rates

9.5.2.3. 10% to the Healthy Communities contractor with third greatest improvement in Well Child Screening Rates

9.5.2.4. 20% to the Healthy Communities contractor with greatest improvement in Child Oral Health Screening Rates

9.5.2.5. 12% to the Healthy Communities contractor with second greatest improvement in Child Oral Health Screening Rates

9.5.2.6. 8% to the Healthy Communities contractor with third greatest improvement in Child Oral Health Screening Rates

9.5.2.7. In the event of a tie, the tied contractors will split equally the available funds for the category.

9.5.3 The amount of unclaimed pool funds shall be no more than $444,243.60 for the contract period.

9.6 **Contract Payment**

9.6.1 The Contractor shall submit an invoice and Quarterly Report to the Department for Work performed under this Contract. The Contractor shall submit these documents no later than the last day of the month following the end of the fiscal quarter. The Department will not pay out the invoice until the Contractor's Quarterly Report has been received and Accepted.

9.6.2 The Contractor shall include on all invoices the Contract routing number (from the first page of the Contract), the appropriate State of Colorado Vendor Code attributed to the Contractor and a unique invoice number from any other programs/entities under the same vendor code.

9.6.3 The Contractor shall submit quarterly invoices reflecting one fiscal quarter each.

9.6.4 The Contractor shall submit all invoices as soon as possible after the close of the fiscal quarter but no later than the last day of the month following the end of the fiscal quarter.

9.6.5 The Contractor shall submit invoices electronically to the designated email mailbox (hcpf_healthycomm@state.co.us) as a single file attachment in a searchable Adobe Portable Document Format (.pdf) using the following file naming convention: ##MonYR – Contractor Name - $#,###.## - #####.pdf (The two-digit contract month 01-12 – three-letter month name and two-digit year –Contractor Name – dollar amount of this invoice – Contractor invoice number.pdf – for example: "04Oct17 – Boulder County Housing and Human Services - $6,543.21 – 0417.pdf")

9.6.6 The Contractor shall sign all invoices. Adobe eSign is permitted.

9.6.7 The total of the invoices submitted by the Contractor for all periods during a contract period shall not exceed the Contract maximum amount for that year.

9.6.8 The Contractor shall not include on the quarterly invoice more than 21.25% of the total Contract amount.

9.6.9 The Department will remit payment to the Contractor via Electronic Funds Transfer (EFT) unless other arrangements have been made with the Department's Accounting Section per Department policy.

# Exhibit D

## Healthy Communities: SFY20 Contractor Deliverables Schedule

Note: Please review the contract (SFY16) AND contract amendment for complete contract deliverable information.

| Contract Section | | Due SFY2019 | Due SFY2020 | Notes |
|---|---|---|---|---|
| Base Contract: §13 | Proof of Liability Insurance | | | ... within 10 business days of new policy effective date |
| 6.1.1.3 | Mailed Informs Certification | | 7/5/2019 | |
| 5.9.2 | Proposed Budget | | 7/5/2019 | |
| 4.1.1.3.1 | Project Lead - Staffing | | 7/5/2019 | ...AND within 1 business day of staff leavining/5 business days of new staff employment - notification required of backup when lead will be absent for more than 3 days |
| 3.7.3 | Communication Plan* | | 9/30/2019 | ...AND within 30 days of changes |
| 3.8 | Business Continuity Plan* | | 8/15/2019 | ...AND within 30 days of changes |
| 3.1 | HIPAA Policies* | 6/30/2019 | 6/30/2020 | ...AND within 30 days of changes |
| 3.7.2.3 | Program Presence Report | | 7/29/2019 | ...AND within 30 days of changes |
| 4.1.4 | Subcontractor List | | 7/30/2019 | ...AND within 30 days of changes |
| 4.1.4 | Submit Copy Subcontracts | | 7/30/2019 | ...AND within 30 days of changes |
| 5.3 | RAE Coordination Agreement Update | | 10/31/2019 | ...AND within 30 days of changes |
| 5.3 | RAE Coordination Meeting Schedule | | 7/31/2019 | ...AND within 30 days of changes |
| 3.11 | Onboarding Plan Update | | 9/30/2019 | ...AND within 30 days of changes |
| 5.9.1 | Quarterly Report - 4th Quarter = Cumulative Annual Report | | | Within 1 month after fiscal quarter end (by end of October, January, April, July - for prior year) |
| 8.1.3.1 | Closeout Plan* | 6/30/2019 | 6/30/2020 | ...AND within 30 days of changes |
| 9.2.4 | Invoices Due (for previous period) | | | Within 1 month after end of billing period |
| 4.1.6 | Quarterly Meetings Attendance Certification | | | Within 2 business days after meeting |
| | | | | |
| * | *If no changes from previous submisison, It is permissible to submit a statement to that effect.* | | | |

To be submitted on Department-provided template