AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment No. 2; Contract # 17-91687A2; H

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Continued work on Healthy Communities Contract

Fiscal Impact: $20,000

Submitted by: Randy Morgan **Submitter's Email Address:** rmorgan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Included in 2017 budget, no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/26/2017

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 6/1/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/1/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/2/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/6/2017

Revised April 2015

CONTRACT AMENDMENT NO. 2

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, 225 North Pine, Gunnison, CO 81230, (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 and Hinsdale Counties. The purpose of this Amendment is to extend the Contract for an additional year 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:

A. Initial Term

The Parties' respective performances under this Contract shall commence on the later of July 1, 2015 or the Effective Date. This Contract shall expire June 30, 2018, 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
Total for All State Fiscal Years	**$40,000.00**

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

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 event of 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.

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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: _____

_____
Printed Name of Authorized Officer

_____
Printed Title of Authorized Officer

STATE OF COLORADO:

John W. Hickenlooper, Governor

By: _____
Susan E. Birch, MBA, BSN, RN
Executive Director
Department of Health Care Policy and Financing

Date: _____

LEGAL REVIEW:
Cynthia H. Coffman, 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 A2, STATEMENT OF WORK

SECTION 1.0 PROGRAM PURPOSE

1.1. The purpose of the Healthy Communities program 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 the number of well child and oral health visits as counted on the Centers for Medicare and Medicaid Services Early and Periodic Screening, Diagnostic and Treatment (CMS EPSDT) 416 report to eighty percent (80%) and to increase oral health visits by ten percentage points over the 2015 CMS EPSDT 416 report.

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. 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.

2.2.1. Business Day - Any day in which the Department is open and conducting business, but shall not include weekend days or any day on which the Department observes one of the following holidays:

2.2.1.1. New Year's Day.

2.2.1.2. Martin Luther King, Jr. Day.

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

2.2.1.4. Memorial Day.

2.2.1.5. Independence Day.

2.2.1.6. Labor Day.

2.2.1.7. Columbus Day.

2.2.1.8. Veterans' Day.

2.2.1.9. Thanksgiving Day.

2.2.1.10. Christmas Day.

2.2.2. 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.

2.2.3. CHP+ - The Colorado Child Health Plan *Plus* program.

2.2.4. Closeout Period - The period beginning 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 and ending on the day that the Department has accepted the final deliverable for the Closeout Period and has determined that the final transition is complete.

2.2.4.1. 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.

2.2.5. 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.

2.2.6. EBNE - eligible but not enrolled.

2.2.7. 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.

2.2.8. Health First Colorado, Colorado's Medicaid Program – The name for Colorado's Medicaid program beginning in July 2016.

2.2.9. Member - Any individual who is eligible for EPSDT Medicaid, a pregnant woman on Medicaid 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.

2.2.10. Operational Start Date - The later of July 1, 2017 or when the Department authorizes the Contractor to begin fulfilling its obligations under the Contract.

2.2.11. PHI - Protected Health Information

2.2.12. PII – Personally Identifying Information

2.2.13. Provider - any entity that submits claims under Colorado Medical Assistance Programs for services rendered.

2.2.14. RCCO - Regional Care Collaborative Organization.

2.2.15. Refer - to offer to a Member or his/her representative the contact information for an individual or a list of Community Partners or Providers in order to help meet the Member's individual needs.

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.

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.

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. In the event that any due date for a deliverable falls 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 considered to 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 considered to 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.

3.6. 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

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

3.7.2.2. 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, the Contractor is encouraged to use the Healthy Communities Client Relationship Management Database through its non-group communication (chat, individual messaging and @messaging) methods.

3.7.2.3. Program Presence and Information Assurance

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

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

3.7.2.3.3. The contractor shall assure that Members have access to program staff and information by:

3.7.2.3.3.1. 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 (2) business days.

3.7.2.3.3.2. 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 program staff for in-person visits, links to Department program website, and basic information about how the program may help the member.

3.7.2.3.3.3. 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.

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

3.7.3. The Contractor shall deliver its program presence and assurance report to the Department.

3.7.3.1. DELIVERABLE: Program Presence and Information Assurance Report

3.7.3.2. DUE: Within Sixty (60) days of the Contract Effective Date.

3.7.4. The Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:

3.7.4.1. 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.

3.7.4.2. 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.

3.7.4.3. 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.

3.7.4.4. 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.

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

3.7.4.5.1. 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.

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

3.7.4.5.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.

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

3.7.4.6.1.1. DELIVERABLE: Communication Plan

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

3.7.5. 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.

3.7.5.1. DELIVERABLE: Annual Communication Plan Update

3.7.5.2. DUE: Annually, by September 30th of each year

3.7.6. 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.

3.7.6.1. DELIVERABLE: Communication Plan Update

3.7.6.2. 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 in order to continue operations after a Disaster or a Business Interruption. The Business Continuity Plan shall include, but is not limited to, all of 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 period 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: Semi-annually, by August 15th and February 15th of each year

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. In the event that 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: Annually, by June 30th of each year

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.

4.1.1.1. 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.

4.1.1.2. 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.

4.1.1.3. 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.

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

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

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

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

4.1.4.3. 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.

4.1.4.3.1. 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 or not funds are exchanged.

4.1.4.3.2. 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 30 days of entering into the agreement.

4.1.5. The Contractor shall fully cooperate with the scheduling of and participation in an annual site visit 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 monthly meetings.

4.1.7. Because the Healthy Communities annual conference is the primary training opportunity each contract year, the Contractor is encouraged to have all appropriate staff attend. At a minimum, the contractor shall send one (1) staff member to the annual conference while others participate remotely, if available. If all appropriate staff and subcontractor staff cannot attend the annual conference, the Contractor shall ensure they are provided the same training as those in attendance.

4.1.8. The Contractor shall notify the Department within one (1) Business Day when any employee or subcontractor leaves employment and 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 the following counties: Gunnison and Hinsdale Counties.

5.2. The Contractor shall complete the Work pursuant to the Department's policies including the Department's Customer Relationship Management 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 Care Collaborative Organization (RCCO) Coordination Plan

5.3.1. The Contractor shall work collaboratively with its RCCO in providing outreach and administrative case management to Members.

5.3.2. The Contractor shall meet with its RCCOs at least four (4) times per year to create, modify and provide status updates on its Coordination Plan or agreement for RCCO and Contractor collaboration. The Contractor and RCCO will share data and information for all Members the entities have in common under their respective contracts with the Department.

5.3.3. The Contractor shall provide to the Department a plan of which aspects of the member and provider outreach, education administrative case management and care coordination that the Contractor has agreed to conduct and which of the same the RCCO has agreed to conduct during the contract period. The plan shall note how the two entities will eliminate duplication among their efforts.

5.3.3.1. DELIVERABLE: RCCO Coordination Plan

5.3.3.2. DUE: Within ten (10) Business Days of each coordination meeting with the first meeting occurring within the first 90 days of the contract period.

5.4. Member Outreach and Program Education

5.4.1. The Contractor shall conduct, on average throughout the contract period, a minimum of four (4) EBNE outreach activities per quarter.

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

5.4.1.1.1. Health fairs.

5.4.1.1.2. Back to school nights.

5.4.1.1.3. Workshops, presentations, in-service announcements, etc., to community based organizations and agencies who come in contact with the same (enrolled and EBNE) 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 the basic eligibility requirements for these programs.

5.4.2.2. Information on the services and resources provided by Family Health Coordinators.

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

5.5. Community Outreach and Program Education

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

5.5.2. The Contractor shall assist Community Partners in understanding the Medicaid and CHP+ medical assistance programs, program benefits, and program administration.

5.5.3. 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.

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

5.6. Provider Outreach and Program Education

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 assist the Member in attending appointments. This may include providing to the Member resource referrals such as transportation assistance or child care resources in order to allow the Member to attend an appointment.

5.7. Administrative Case Management and Program Navigation

5.7.1. The Contractor shall assist EBNEs and Members enrolled in the Healthy Communities Program with the overall program navigation of the Medicaid and CHP+ programs.

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

5.7.2.1. Assisting the EBNEs with a paper Medicaid application or the Colorado Program Eligibility and Application Kit (PEAK), downloading the PEAKHealth (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.

5.7.2.2. Providing on site Presumptive Eligibility (PE) determinations for those who may qualify.

5.7.2.3. 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 Presumptive Eligibility (PE) site, a Certified Application Assistant Site (CAAS), or a Medicaid Assistance (MA) site.

5.7.2.4. The Contractor shall perform the following tasks for all individuals who qualify for the Healthy Communities Program:

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

5.7.2.4.2. Provide Healthy Communities Program Members with a list of appropriate Medicaid and CHP+ Providers and referrals when appropriate.

5.7.2.4.3. Provide appointment assistance as requested by Medicaid eligible Members.

5.7.2.4.4. Provide referrals for medical and non-medical programs to Healthy Communities Program Members and their family members as requested by the Member.

5.7.2.4.5. Provide missed appointment follow up as requested by physical, oral and mental health Providers.

5.7.2.4.6. Provide follow-up assistance to Members who have not received services within six (6) months or annually for services defined in the Bright Futures Periodicity Schedule or by the CHP+ oral health periodicity schedule.

5.7.2.4.7. Assist in resolving any issues or concerns regarding enrollment into Medicaid 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 site as appropriate for the Member's needs.

5.7.2.4.8. Assist Members with scheduling appointments and Non-Emergent Medical Transportation (NEMT) needs through the Medicaid Transportation Broker or local department of human or social services.

5.7.2.4.9. Assist Members to resolve issues including provider demands for payment, collections issues and any additional questions and issues regarding program benefits or navigation, as requested by Members.

5.7.2.4.10. The Department shall 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 Client Relationship Management database, 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.

5.8. Client Relationship Management Database

5.8.1. The Contractor shall provide access for employees performing the Work to use the Healthy Communities Client Relationship Management Database as required.

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

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

5.8.4. At the Department's discretion, Contractor staff may be asked to complete computer and Healthy Communities Client Relationship Management proficiency testing and to complete, at the Contractor's expense, training deemed appropriate by the Department.

5.8.5. The Contractor shall enter data according to conventions agreed upon by the collaboration between the Contractor and Department, such as outreach events, referrals and interactions with Members into the Healthy Communities Client Relationship Management Database so that the Department may obtain reporting statistics.

5.8.6. The Contractor shall assure the Healthy Communities Client Relationship Management Database is up to date by the 10th of the month following the reporting month. The Department will pull reports for monthly contacts, referrals, and outreach activities after the 10th and before the 15th of the month to meet the monthly reporting requirements.

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

5.9. Training

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

5.9.1.1. Training on the Healthy Communities Client Relationship Management Database and access to the system for all 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.

5.9.1.2. Providing site visits as needed for quality assurance and training.

5.9.1.3. The Department will provide standardized training curriculum to the Contractor and such materials will be updated at least every six months. Training topics will include:

5.9.1.3.1. Healthy Communities Client Relationship Management Database data entry including data entry conventions.

5.9.1.3.2. Medicaid and CHP+ benefits.

5.9.1.3.3. Medicaid and CHP+ eligibility.

5.9.1.3.4. CBMS use. Use of PEAK to assist Members.

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

5.10. Reporting

5.10.1. Monthly Narrative Status Report

5.10.1.1. By the 10th day of each month, the Contractor shall submit a Monthly Narrative Status Report summarizing, at a minimum, all of the following:

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

5.10.1.1.2. A description of the outreach activities conducted by the Contractor that month.

5.10.1.1.3. A description of the events and/or activities that the Contractor conducted in order to increase the number of well child and oral health visits, increase physical health visits, and increase oral health visits.

5.10.1.1.3.1.1. DELIVERABLE: Monthly Narrative Status Report.

5.10.1.1.3.1.2. DUE: By the 10th day of each month

5.10.2. Proposed Program Budget

5.10.2.1. The Contractor shall submit a detailed Proposed Program Budget to the Department within sixty (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.

5.10.2.1.1. The Contractor shall allocate a minimum of $500 annually for each staff member with user access to the Healthy Communities Client Relationship Management Database to attend the program's annual conference and other training events the Department may require.

5.10.2.1.2. Such funds remaining unused, in whole or in part, may be reallocated during the contract year by the Contractor upon written permission from the Department.

5.10.2.1.3. DELIVERABLE: Proposed Program Budget.

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

5.10.3. Final Report

5.10.3.1. The Contractor shall submit a Final Report to the Department utilizing reporting and information from the Healthy Communities Client Relationship Management Database.

5.10.3.1.1. The Final Report shall include, at a minimum, all of the following:

5.10.3.1.1.1. An analysis of any successes and challenges faced by the Contractor, based on the Contractor's individual program and location, related to the Healthy Communities program during the contracted period;

5.10.3.1.1.2. An analysis of the SFY's activities, outcomes, trends, and results;

5.10.3.1.1.3. An analysis of the Contractor's ability to meet CMS EPSDT requirements for well child, oral health, and lead testing;

5.10.3.1.1.4. An analysis of the Contractor's ability to meet the oral health periodicity schedule for CHP+ eligible children.

5.10.3.1.1.4.1. DELIVERABLE: Final Report.

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

5.10.4. Ad Hoc Reporting

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

5.10.4.2. 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.

5.10.4.3. 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 in its policies and procedures documents, as well as those published on the Healthy Communities Client Relationship Management Database, training materials or periodic Departmental communications.

6.2. Newly Enrolled Member Communication Standard

6.2.1. Contractor shall contact newly enrolled members to inform them of their benefits, offer navigation assistance, 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.

6.2.2. 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 should 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 (BAA) the Contractor entered into with the Department.

6.2.3. Contractor shall only attempt to make calls using automated calling systems (RoboCalls) only after initial attempts to reach members have failed. All RoboCalls initiated by Contractor shall be carried out within strict adherence to HIPAA guidelines, the BAA with the Department providing only the minimum information required to providers of such services as necessary. Such service providers must comply with all other state rules and regulations regarding contacting members in such a manner. 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 must utilize interactive tools to allow members 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 shall 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 the Contract's Effective Date, 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 shall be established to help improve the screening participation rates for child wellness visits to or above eighty (80) percent and increase oral health screenings by ten (10) percentage points over FFY 2015 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 (80) percent, 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 (60) percent 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 (60) percent 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 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 Client Relationship Management Database.

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 all of 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 1.10.4.2 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.

8.1.2.1.5.1. DELIVERABLE: Member Notifications

8.1.2.1.5.2. 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.

8.1.3.1.1.1. DELIVERABLE: Closeout Plan

8.1.3.1.1.2. 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.

8.1.3.2.1. DELIVERABLE: Closeout Plan Update

8.1.3.2.2. DUE: Annually, by June 30th of each year

SECTION 9.0 PAYMENT

9.1. The Contractor shall submit a monthly invoice based on the Contractor's actual expenditures for the period specified. All invoices shall be submitted using the Contract Reimbursement Form, listed as **Exhibit C**. The Department, at its discretion, may make edits to the reimbursement form. The Contractor shall use the most recently updated reimbursement form.

9.2. All invoices shall reference the Contract by the Contract routing number that appears on the first page of the Contract. Invoice shall be based upon the cost of the Work performed during the term of this Contract and all items for which reimbursement is requested shall be itemized on the reimbursement form. Supporting documentation such as copies of invoices, time sheets, statements, payroll logs are to be retained by the Contractor and made available for site visits, audits or otherwise upon request, but are not to be submitted with the reimbursement form unless requested.

9.2.1. All fields of the reimbursement form/invoice shall be completed or reflect “N/A” or $0.00, as appropriate.

9.2.2. The "Personal Services" section of the reimbursement form shall include the percentage of time each staff spent working on the program/contract for the billing period. All salary and percentages shall be based on a full-time equivalency regardless of the staff's actual employment status.

9.2.3. Invoices shall be submitted monthly reflecting one calendar month each.

9.2.4. Invoices shall be submitted as soon as possible after the close of the billing month but no later than the end of the month following the billing month.

9.2.5. Invoices shall be submitted electronically to the designated email mailbox, provided by the Department, 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"

9.2.6. All invoices must be signed. Use Adobe eSign to create and apply an electronic signature is permitted.

9.3. Indirect costs shall not exceed five percent (5%) of the Contract Maximum Amount for the contract period.

9.4. Supervision expenses are limited to five percent (5%) of the Contract Maximum Amount for the contract period.

9.4.1. Supervision shall be defined as work performed by any employee or subcontractor who is not a regular contributor to the Healthy Communities Program as evidenced by the Contractor's work recorded (or lack thereof) in the Healthy Communities Member Relations Management Database.

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