

PUBLIC TRUST INSTITUTE:

**INITIAL FINDINGS ON COLORADO PUBLIC OPTION
DEVELOPMENT PROCESS
AND SUPPORTING DOCUMENTATION**

1. Senior health official quits with three months of pay and benefits, plus taxpayer-funded “executive coaching” sessions

In late January, as the Polis administration was finalizing a key payment formula for the public option, the top cost-control official at HCPF – Stephanie Ziegler – resigned. The resignation was subject to a legal settlement that awarded Ziegler full pay and benefits until late April and eight “executive coaching” sessions “to be paid for by HCPF.” The value of these sessions was not disclosed in the settlement agreement, which among other things states “HCPF is willing to accept Ziegler’s resignation, and ... the parties wish to avoid the expense and vagaries of litigation...”

Ziegler served as the director of HCPF’s Cost Control and Quality Improvement Office, and was hired by HCPF Executive Director Kim Bimestefer, one of the chief architects of the public option. As a member of HCPF’s senior executive team, Ziegler was a confidant of the executive director and e-mails released under CORA confirm Ziegler was part of a special steering committee established for the development of the public option.

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement is entered into between the Colorado Department of Health Care, Policy, and Financing (HCPF) and Stephanie Ziegler (Ziegler).

RECITALS

WHEREAS, HCPF is a principle department of the executive branch of the State of Colorado, and

WHEREAS, Ziegler was employed by HCPF and HCPF is willing to accept Ziegler's resignation, and

WHEREAS, Ziegler may in the future assert administrative, federal and/or state causes of action, at law or in equity, and

WHEREAS, the parties wish to avoid the expense and vagaries of litigation, and the parties are willing to settle their disputes on the terms set forth in this Release and Settlement Agreement without admissions of liability or wrongdoing,

IN CONSIDERATION of the mutual and unilateral covenants, obligations, promises, and warranties contained within this Release and Settlement Agreement, the parties agree as follows:

OBLIGATIONS OF ZIEGLER

1. **RELEASE.** Ziegler, including her successors, agents, assigns and estate (collectively "Ziegler"), hereby release the State of Colorado, HCPF, Colorado Risk Management, and all current and former employees, officials, agents and attorneys of each of those entities from any and all claims, causes of action, liabilities, expenses and/or damages which Ziegler may have or assert against the State of Colorado, HCPF, Colorado Risk Management, or any current or former employees, officials, agents and attorneys of each of those entities as a result of any acts by those entities or by any current or former employees, agents or attorneys of those entities which occurred prior to the effective date of this Release and Settlement Agreement, or omissions by those entities or any current or former employees, officials, agents or attorneys of those entities to perform acts which should have been performed prior to the effective date of this Release and Settlement Agreement, including, without limiting the generality of the foregoing, any act or omission arising out of, or relating to Ziegler's employment with HCPF or

her separation from employment. Specifically, but not by way of limitation, it includes claims under:

- The Equal Pay Act.
- Title VII of the Civil Rights Act of 1964, as amended.
- The Americans with Disabilities Act of 1990, as amended.
- The Civil Rights Act of 1991.
- Any state civil rights act.
- Any claim of retaliatory treatment.
- Any claim seeking declaratory, injunctive, or equitable relief.
- The Genetic Information Nondiscrimination Act of 2008.
- The Fair Labor Standards Act, as amended.
- The Post-Civil War Reconstruction Acts, as amended (42 U.S.C. §§ 1981-1988).
- The Rehabilitation Act of 1973, as amended.
- The Family and Medical Leave Act of 1993.
- Any state statute such as C.R.S. § 24-34-402.5.
- Any claim of wrongful discharge against public policy.
- Any claim under the Colorado Judicial or State Personnel Rules.
- The National Labor Relations Act, as amended.
- The Age Discrimination in Employment Act of 1967, as amended.
- The Employee Retirement Income Security Act of 1974 as amended.
- Any other federal statute.
- Any state statutory wage claim.
- Any claim in tort, contract, or for violation of the covenant of good faith and fair dealing.
- Any other claim of any type whatsoever, arising out of federal law, the common law of any state, any state statute, local law, or administrative procedure or rule.

Without limiting the generality of the foregoing, this Release and Settlement Agreement applies to any and all matters asserted, or which could have been asserted, up to the effective date of this Release and Settlement Agreement. Nothing in this Release and Settlement Agreement prevents, or is intended to prevent Ziegler from filing a charge of discrimination with the Equal Employment Opportunity Commission or the Colorado Civil Rights Division, however in the event Ziegler files a charge of discrimination, she disclaims the right to seek or recover money damages from such a filing.

2. **COVENANT NOT TO SUE.** Ziegler further agrees and covenants that she has not and will not sue, or assert any federal, state, or administrative cause of action, at law or in equity, whether before a court of law or an administrative agency, against the State of Colorado, HCPF, Colorado Risk Management, or any current or former employee, official, agent, or attorney of each of those entities for any claims, causes of action, liabilities, expenses and/or damages arising out of any acts by any of them which occurred prior to the effective date of this Release and Settlement Agreement, or omissions by any of them to perform acts which should have been performed prior to the effective date of this Release and Settlement Agreement, including, without limiting the generality of the foregoing, any act or omission arising out of, or related to Ziegler's employment with HCPF or her separation from employment. Ziegler expressly waives any claims she may have under state or federal law alleging retaliation that arose prior to the effective date of this Release and Settlement Agreement.

3. **SOLE OWNER OF CLAIMS.** Ziegler represents that she is the sole owner of all claims purported to be released hereby, and that she has not assigned or transferred any claim against HCPF to any third party. Ziegler further represents and warrants that no third party is subrogated to her interest in claims released hereby, including but not limited to insurers, parent companies or subsidiaries subrogated by reason of payment of costs or expenses, or, if any third party has been subrogated to her interest, the interest of any subrogee has been settled, compromised and extinguished. Ziegler agrees to defend and indemnify all persons and entities released hereby and hold them harmless against the claims of any assignee or subrogee to claims released hereby that may hereafter be asserted.

4. **CLAIMS UNDER 29 U.S.C. SECTIONS 621-634.** Ziegler understands that with respect to any rights or claims that she has or may have arising under the Age Discrimination in Employment Act, 29 U.S.C. 621, et seq., that all of those rights or claims are released by this Release and Settlement Agreement. Ziegler further understands that she has had a period of at least 21 days within which to consider this Release and Settlement Agreement and that she has seven (7) days following her execution of this Release and Settlement Agreement to revoke the Release and Settlement Agreement to the extent that it waives and releases those rights or claims. Ziegler understands that this Release and Settlement Agreement is not effective or enforceable with respect to the waiver or release of those rights or claims until after the seven (7) day period. If Ziegler elects to revoke this Release and Settlement Agreement with respect to her waiver of rights or claims arising under 29 U.S.C. 621, et seq. within the seven (7) day period, she must advise HCPF by delivering a written notice of revocation to the Colorado Attorney General. For the revocation to be effective, the notice must be received by the Colorado Attorney General no later than 5:00 p.m. on the seventh (7th) calendar day after signing this Release and Settlement Agreement. Such revocation shall not affect waiver or release of any rights or claims not arising under 29 U.S.C. 621 et seq.

5. **FMLA, FLSA, and WORK-RELATED INJURY.** Ziegler represents and acknowledges that she has been or will be provided with all leave to which she may have been entitled under the Family and Medical Leave Act and that she will have been paid all wages to which she was entitled under the Fair Labor Standards Act and any applicable state and local laws. Ziegler further represents that as of her resignation date contemplated in Paragraph 7 of this Agreement, she was not suffering from any work-related injury and that she has not failed to report any work-related injury she suffered during her employment with HCPF.

6. **OPEN RECORDS ACT AND OTHER RELEASES PROVIDED BY LAW.** Ziegler understands and agrees that upon a valid request made pursuant to applicable public disclosure laws, including, without limitation, the provisions of Section 24-19-101, *et seq.*, C.R.S. (post-employment compensation) and Section 24-72-101, *et seq.*, C.R.S. (Open Records Act), all as presently or subsequently amended, HCPF and Colorado Risk Management are obligated to provide the requesting person a copy of this Release and Settlement Agreement. Ziegler agrees that she will not hold the State of Colorado, HCPF, Colorado Risk Management or their administrators, officers, agents or employees liable for any information released in compliance with applicable law.

7. **RESIGNATION OF ZIEGLER AND CONSIDERATION.** Ziegler agrees to resign from her employment for personal reasons effective April 29, 2020.

- a. Ziegler understands and agrees that her last day in the office will be January 23, 2020.
- b. Ziegler understands and agrees that starting January 23, 2020, she will be on paid annual and sick leave for 28 days and on administrative leave for 40 days, for a total of 68 working days of paid leave, ending April 29, 2020. During this time, Ziegler understands and agrees she will continue to receive benefits.
- c. Ziegler understands and agrees she will have up to eight (8) sessions of executive coaching available to her between January 23, 2020 and April 29, 2020, to be paid for by HCPF.

OBLIGATIONS OF HCPF

8. **ACCEPTANCE OF RESIGNATION AND CONSIDERATION.** HCPF agrees to accept Ziegler's resignation effective April 29, 2020.

- a. HCPF agrees that Ziegler's last day in the office will be January 23, 2020.
- b. HCPF agrees that starting January 23, 2020, Ziegler will be on paid annual and sick leave for 28 days and on administrative leave for 40 days, for a total of 68 working days of paid leave, ending April 29,

2020. During this time, HCPF agrees Ziegler will continue to receive benefits.

- c. HCPF agrees that Ziegler will have up to eight (8) sessions of executive coaching available to her between January 23, 2020 and April 29, 2020, to be paid for by HCPF.

GENERAL PROVISIONS

9. **NO ADMISSION OF LIABILITY.** The parties agree that by entering this Release and Settlement Agreement, HCPF does not admit to any impropriety, wrongdoing or liability of any kind whatsoever, but is entering into this Release and Settlement Agreement in compromise of disputed claims. The parties agree that this Release and Settlement Agreement does not constitute evidence of or an admission of any liability, omission or wrongdoing of any kind by HCPF, or any employees, officials, agents or attorneys of HCPF. This Release and Settlement Agreement shall not be offered or received into evidence or otherwise filed or lodged in any proceeding against any party except as may be necessary to prove and enforce its terms.

10. **INTEGRATION.** The parties understand, acknowledge and agree that this Release and Settlement Agreement constitutes the entire agreement of the parties regarding the subject matter and transactions referred to herein. The parties understand, acknowledge and agree that the terms of this Release and Settlement Agreement are contractual in nature and not mere recitals. As such, the parties understand, acknowledge and agree that this Release and Settlement Agreement is fully integrated and supersedes all previous oral or written agreements of the parties.

11. **BINDING EFFECT.** This Release and Settlement Agreement shall inure to the benefit of, and be binding upon, the successors, assigns and heirs of the parties.

12. **GOVERNING LAW.** This Release and Settlement Agreement is entered into in Colorado, and shall be governed by the laws of the State of Colorado.

13. **HEADINGS.** The headings used in this Release and Settlement Agreement are for the convenience of the parties only. As such, these headings shall not have any legal effect whatsoever or, in any other way alter or modify the meaning or interpretation of this Release and Settlement Agreement.

14. **ADDITIONAL ASSURANCES.** This Release and Settlement Agreement is intended to be self-operative. Notwithstanding the foregoing, the parties agree that, at the reasonable request of the other party, they shall execute any further documents or instruments reasonably necessary to effectuate the

transactions contemplated by this Release and Settlement Agreement.

15. **SEVERABILITY.** If any provision of this Release and Settlement Agreement should be declared to be unenforceable, with the exception of Ziegler's release of any and all claims arising out of her employment as set forth above under "OBLIGATIONS OF ZIEGLER", then the remainder of this Release and Settlement Agreement shall continue to be binding upon the parties.

16. **COSTS.** The parties agree that each party shall bear her or its own costs and attorney fees, if any.

17. **EXECUTION IN COUNTERPARTS OR BY FACSIMILE.** This Release and Settlement Agreement may be executed in counterparts or with signatures obtained via facsimile transmission, each of which shall have full force and effect upon execution by all parties to this Release and Settlement Agreement.

18. **WARRANTIES.** The parties expressly warrant that they have carefully and completely read the terms of this Release and Settlement Agreement. The parties expressly warrant that they have had the opportunity to consult with counsel prior to executing this Release and Settlement Agreement, that they fully understand the terms of this Release and Settlement Agreement, and that they enter into this agreement knowingly and voluntarily, and without coercion, duress or undue influence. The parties expressly acknowledge that they believe the terms of this Release and Settlement Agreement are appropriate to reach a full and final settlement of this case. The parties expressly understand and agree that signing of this Release and Settlement Agreement shall be forever binding, and no rescission, modification or release of the parties from the terms of this Release and Settlement Agreement will be made for mistake or any other reasons. The parties represent that they are legally competent to execute this Release and Settlement Agreement and accept full responsibility and assume the risk of any mistake of fact as to any damages, losses, or injuries, whether disclosed or undisclosed, sustained as a result of Ziegler's separation from employment, any claim brought or which could have been brought, or any other matter between the parties occurring up to the effective date of this Release and Settlement Agreement. The parties further warrant and acknowledge that no promise or inducement has been offered except as set forth herein and that this Release and Settlement Agreement was executed by them without reliance upon any statement or representation by the persons or parties released or their representatives concerning the nature or extent of any damages or any legal liability therefore. The parties acknowledge that entering into this Release and Settlement Agreement is not an admission by either party of any wrongful or improper actions, but rather reflects the parties' desire to resolve this matter amicably without additional expense or litigation.

19. **AMENDMENT.** This Release and Settlement Agreement may not be amended except in a writing setting forth such amendment and executed by all parties.

20. **ENFORCEABILITY.** The parties expressly acknowledge that this Release and Settlement Agreement shall be governed by the laws of the State of Colorado and shall be enforceable in accordance with its terms only in the state courts of Colorado.

I, STEPHANIE ZIEGLER, HAVE READ THE FOREGOING AGREEMENT FOR RESIGNATION AND RELEASE OF CLAIMS AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL IF I SO CHOOSE. BY SIGNING THIS AGREEMENT, I UNDERSTAND I AM RELEASING ANY AND ALL CLAIMS I MAY HAVE AGAINST THE COLORADO DEPARTMENT OF HEALTH CARE, POLICY, AND FINANCING, AS SET FORTH ABOVE. I UNDERSTAND THE TERMS USED IN THIS AGREEMENT AND HEREBY EXECUTE IT KNOWINGLY AND VOLUNTARILY.

CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING.

WHEREFORE, the parties agree to and do accept the terms of this Release and Settlement Agreement.

1/28/2020

DATE



Stephanie Ziegler

COLORADO DEPARTMENT OF HEALTH
CARE, POLICY, AND FINANCING

DATE

1/29/2020



Kim Bimestefer,
Executive Director

2. A supposedly independent expert who now leads the Public Option Institute was paid by the Polis administration to help design the public option

At critical points in the public option process, Billy Wynne – who now serves as the executive director of the Public Option Institute – was a key third-party validator of the Polis administration’s process for designing the new state-controlled health plan.

For example, during the October 2019 unveiling of the Polis administration’s draft report on the public option, Wynne told Bimestefer and Colorado Insurance Commissioner Michael Conway: “Thank you so much for the detailed proposal. You clearly had an incredibly tight timeframe to produce the level of detail involved on this that you have. So just kudos to you. Thank you.”

Wynne later submitted supportive public comments to the Polis administration, calling the proposal “a profound opportunity for Colorado to reduce health care costs,” and appeared on a panel discussion alongside Conway to praise the proposed public option as “very innovative” and something that the private sector “should be not just willing but eager and aggressive in partnering with the state to implement.” Most recently, Wynne provided an interview to the Denver Post in February 2020 in which he praised the public option as a reasonable strategy for reducing healthcare costs.

But e-mails released under CORA show that Wynne was not an independent voice in the public option debate. He was, in fact, a paid consultant of the Polis administration and a member of the special steering committee established for the development of the public option.

In an August 2019 e-mail exchange, for example, Wynne is listed as a vendor – to be paid up to \$24,900 – to provide “expert technical assistance for state coverage option.” A separate search of Colorado’s transparency database reveals a \$15,000 payment in August 2019 to Wynne from the Colorado Division of Insurance – which is led by Conway – for “personal services – professional.”

From: Catalano, Lauren <Lauren.Catalano@state.co.us>
Sent: Monday, August 5, 2019 9:43 AM
To: Bergman, Timothy; Catalano, Lauren
Subject: RE: HB 1004 budgeting

LOVELY.

Looks like we'll definitely need to roll it over then.

From: Bergman, Timothy <Timothy.Bergman@state.co.us>
Sent: Monday, August 5, 2019 9:43 AM
To: Catalano, Lauren <Lauren.Catalano@state.co.us>
Subject: RE: HB 1004 budgeting

I haven't spent anything

Tim Bergman
 Executive Program Manager
 Executive Director's Office
 Colorado Department of Health Care Policy & Financing
 P 303.866.3967
timothy.bergman@state.co.us

From: Catalano, Lauren <Lauren.Catalano@state.co.us>
Sent: Monday, August 5, 2019 9:41 AM
To: Bergman, Timothy <Timothy.Bergman@state.co.us>
Subject: RE: HB 1004 budgeting

Thanks, do we know what we have spent so far? Or nothing?

From: Bergman, Timothy <Timothy.Bergman@state.co.us>
Sent: Friday, August 2, 2019 12:21 PM
To: Harris - DORA, Kate <kate.harris@state.co.us>; Catalano, Lauren <Lauren.Catalano@state.co.us>
Subject: RE: HB 1004 budgeting

Here's ours: rollforward language was not added in the bill for HCPF. We need to request out of contingency in FY 2019-20 if HCPF will need the funding.

**Table 2a: FY 2018-19 Summary by Line Item
 HB 19-1004 Proposal for Implementing Competitive**

Row	Line Item	Total Funds	FTE	General Fund
(1) Executive Director's Office, (A) General Administration				
A	General Professional Services and Special Projects	\$75,000	0.0	\$75,000

B	TOTAL	\$75,000	0.0	\$75,000
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Table 2a: FY 2019-20 Summary by Line Item
 HB 19-1004 Proposal for Implementing Competitive

Row	Line Item	Total Funds	FTE	General Fund
(1) Executive Director's Office, (A) General Administration				
A	General Professional Services and Special Projects	\$150,000	0.0	\$150,000
B	TOTAL	\$150,000	0.0	\$150,000

Tim Bergman
 Executive Program Manager
 Executive Director's Office
 Colorado Department of Health Care Policy & Financing
 P 303.866.3967
timothy.bergman@state.co.us

From: Harris - DORA, Kate <kate.harris@state.co.us>
 Sent: Thursday, August 1, 2019 11:01 AM
 To: Catalano, Lauren <Lauren.Catalano@state.co.us>
 Cc: Bergman, Timothy <Timothy.Bergman@hcpf.state.co.us>
 Subject: Re: HB 1004 budgeting

Here you go:
HB 1004
FY 19-20 Consulting \$\$: 231,000
Rollover FY 18-19: ~\$ 59,500
Total Consulting \$\$: 290,500
Total Proposed Spend Below: \$214,700
Remaining balance (assuming approved rollover): \$75,800

SOW #1004-1 Facilitation:
Cost Limit: Max 24,900
Completion Date: 10/30/19
Primary Work Product: Meeting facilitation and follow up
Vendor: Lorez Meinhold/Keystone

SOW #1004-2: State Coverage Option Analysis
Cost Limit: Max \$40,000* may need to increase
Completion Date: November 30, 2019
Primary Work Product: Report
Vendor: unknown

SOW #1004-3 Actuarial Analysis of State Coverage Options

Cost Limit: Max \$100,000
Completion Date: 11/30/19
Primary Work Product: Report
Vendor: unknown

SOW #1004-4 Uninsured Focus Groups
Cost Limit: Max \$24,900
Completion Date: 10/30/19
Primary Work Product: 2 focus groups and summary report
Vendor: Perry Udem

SOW #1004-5 Expert Technical Assistance for State Coverage Option
Cost Limit: Max \$24,900
Completion Date: 10/30/19
Primary Work Product: Meeting participation and advising
Vendor: Billy Wynne

On Thu, Aug 1, 2019 at 10:50 AM Catalano, Lauren <Lauren.Catalano@state.co.us> wrote:

Hi Tim and Kate,

Kim thought it would be helpful for us to square off on where we are budget wise with HB 1004 spending between the two agencies. I'm not exactly sure what she wants this to look like for the next meeting, but perhaps we could do a general accounting and let her know what will be left over after all the contract/vendor acquisitions are complete?

Thanks,

Lauren

Lauren Catalano

Federal Policy & Rules Officer

Policy, Communications and Administration Office



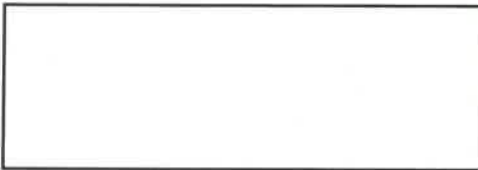
P 303.866.2718 | State Relay: 711

1570 Grant Street, Denver, CO 80203

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--
Kate Harris
Chief Deputy Commissioner
Life & Health Policy
she/her/hers



P 303.894.2949 | F [303.894.7455](tel:303.894.7455)
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kate.harris@state.co.us | www.dora.colorado.gov/insurance

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Advanced Search

Level of Government: State | Fiscal Period: 2020 | Transaction Type: Expense UPDATE

Org	Cat	Fund
WYNNE		

Viewing 1 of 1 Results
William Klasman Wynne

TRANSACTION DETAIL: Personal Services - Professional

Posting Date: Aug, 26, 2019
Fiscal Period: 2020
Website Upload Date: Sep, 10, 2019
Entity Transaction ID: GAXSFAA2020000000000230451
Entity Transaction Reference ID:
Transaction Type: Expense
Transaction Description: Personal Services - Professional
Vendor/Payee/Customer: William Klasman Wynne
Contract Description:
Contract Number:
Amount: \$15,000.00
Category: Personal Services - Purchased : Personal Services - Professional
Organization: Dept of Regulatory Agencies : DORA - Division of Insurance : Division Of Insurance
Fund: Governmental Major Components : General Fund - Unrestricted

For questions regarding this transaction, contact:
 State of Colorado
 paul.reynolds@state.co.us



NEXT

Total: \$15,000.00

Last Update:



Total: \$29,000,551,928.26

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3. More than \$400,000 in obscure payments to outside individuals or organizations before and after the rollout of the public option proposal

A closer review of the Colorado transparency database reveals many more “personal services – professional” payments from the office of HCPF Executive Director Kim Bimestefer. However, the entries for these payments do not disclose who received the payment. Instead, “No Vendor” is listed in the payee section.

From September 2019 to January 2020, the “No Vendor” payments for outside professional services total approximately \$423,000. PTI recently filed follow-up CORA requests to obtain the contracts related to these payments so it can be determined which individuals and organizations received them.

ENTITY NAME	PAYEE NAME	POSTING DATE	AMOUNT	FISCAL YE#	TRANSACTION ID	DESC
State of Colorado	No Vendor	11/6/2019	23465.71	2020	ITAUHAA202000000000000020881	Personal Services - Professional
State of Colorado	No Vendor	9/3/2019	6084.28	2020	JVC1UHAAHPE2019082900000000021	Personal Services - Professional
State of Colorado	No Vendor	9/16/2019	52305	2020	JVC1UHAAHPE2019091300000000091	Personal Services - Professional
State of Colorado	No Vendor	9/23/2019	4750	2020	JVC1UHAAHPE2019092000000000031	Personal Services - Professional
State of Colorado	No Vendor	9/24/2019	5845	2020	JVC1UHAAHPE2019092300000000021	Personal Services - Professional
State of Colorado	No Vendor	9/30/2019	5009.37	2020	JVC1UHAAHPE2019092700000000031	Personal Services - Professional
State of Colorado	No Vendor	10/4/2019	3597.12	2020	JVC1UHAAHPE2019100300000000011	Personal Services - Professional
State of Colorado	No Vendor	10/7/2019	2650	2020	JVC1UHAAHPE2019100400000000031	Personal Services - Professional
State of Colorado	No Vendor	10/7/2019	4437.5	2020	JVC1UHAAHPE2019100400000000031	Personal Services - Professional
State of Colorado	No Vendor	11/6/2019	30700	2020	JVC1UHAAHPE2019103100000000011	Personal Services - Professional
State of Colorado	No Vendor	11/6/2019	11050	2020	JVC1UHAAHPE2019103100000000011	Personal Services - Professional
State of Colorado	No Vendor	11/7/2019	3750	2020	JVC1UHAAHPE2019110600000000011	Personal Services - Professional
State of Colorado	No Vendor	11/7/2019	3658.79	2020	JVC1UHAAHPE2019110600000000011	Personal Services - Professional
State of Colorado	No Vendor	11/7/2019	72695	2020	JVC1UHAAHPE2019110600000000021	Personal Services - Professional
State of Colorado	No Vendor	11/7/2019	14480	2020	JVC1UHAAHPE2019110600000000021	Personal Services - Professional
State of Colorado	No Vendor	11/14/2019	109212.1	2020	JVC1UHAAHPE2019111300000000021	Personal Services - Professional
State of Colorado	No Vendor	11/14/2019	1250	2020	JVC1UHAAHPE2019111300000000021	Personal Services - Professional
State of Colorado	No Vendor	11/19/2019	2175	2020	JVC1UHAAHPE2019111800000000011	Personal Services - Professional
State of Colorado	No Vendor	11/19/2019	6406.25	2020	JVC1UHAAHPE2019111800000000011	Personal Services - Professional
State of Colorado	No Vendor	11/19/2019	6762.5	2020	JVC1UHAAHPE2019111800000000011	Personal Services - Professional
State of Colorado	No Vendor	11/19/2019	5201.25	2020	JVC1UHAAHPE2019111800000000011	Personal Services - Professional
State of Colorado	No Vendor	11/19/2019	2298.75	2020	JVC1UHAAHPE2019111800000000011	Personal Services - Professional
State of Colorado	No Vendor	11/25/2019	4300	2020	JVC1UHAAHPE2019112200000000031	Personal Services - Professional
State of Colorado	No Vendor	11/25/2019	1595.63	2020	JVC1UHAAHPE2019112200000000031	Personal Services - Professional
State of Colorado	No Vendor	12/5/2019	13146.88	2020	JVC1UHAAHPE2019120400000000011	Personal Services - Professional
State of Colorado	No Vendor	12/9/2019	4875	2020	JVC1UHAAHPE2019120600000000031	Personal Services - Professional
State of Colorado	No Vendor	12/9/2019	7911.25	2020	JVC1UHAAHPE2019120600000000031	Personal Services - Professional
State of Colorado	No Vendor	12/9/2019	4875	2020	JVC1UHAAHPE2019120600000000031	Personal Services - Professional
State of Colorado	No Vendor	12/24/2019	4650	2020	JVC1UHAAHPE2019122300000000021	Personal Services - Professional
State of Colorado	No Vendor	1/9/2020	4440	2020	JVC1UHAAHPE2020010800000000011	Personal Services - Professional

4. Public option supporters got several days head start from the Polis administration when the draft public-option report was released

E-mails show Polis officials invited the Colorado Consumer Health Initiative, Colorado Center for Law and Policy, Healthier Colorado and the Chronic Care Collaborative for a private preview of the draft public option report. The meeting was scheduled for Oct. 3, the Thursday before the report's release late on Monday Oct. 7.

The invitation from the Colorado Division of Insurance read: "We'd like to give you an update on where the 1004 draft is at and what we'll be releasing on Monday evening prior to the Tuesday morning stakeholder meeting. ... please do not forward this invitation outside of your organizations at this point."

At the Tuesday morning meeting, Colorado Consumer Health Initiative Executive Director Adela Flores-Brennan, who was invited to the private preview of the draft public option report, was also on hand to publicly praise the Polis administration, telling officials: "Thank you very much for this proposal. I think it is looking really good."

From: Conway - DORA, Michael <michael.conway@state.co.us>
Sent: Wednesday, October 2, 2019 11:44 AM
To: Bimestefer, Kim
Subject: Fwd: 1004 Preview Meeting

Here's the email list of the advocates that will be there tomorrow. It's CCLP, CCHI, and Healthier. Sharon O'Hara with the chronic care collaborative will be there too but she isn't on the list.

The meeting is tomorrow at 12:30 in my office. It's in an internal meeting room - 850C - on the 8th floor. I'll walk you through how you get up here if you want to come.

Michael Conway
Commissioner of Insurance



P 303.894.7480 | F [303.894.7455](tel:303.894.7455)
1560 Broadway, Suite 850, Denver, CO 80202
michael.conway@state.co.us | www.dora.colorado.gov/insurance

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From: Harris - DORA, Kate <kate.harris@state.co.us>

Date: Tue, Oct 1, 2019 at 1:02 PM

Subject: 1004 Preview Meeting

To: Debra Judy <djudy@cohealthinitiative.org>, Adela Flores-Brennan <afbrennan@cohealthinitiative.org>, Bethany Pray <bpray@cclponline.org>, Caitlin Westerson <cwesterson@cohealthinitiative.org>, Allison Neswood <aneswood@cclponline.org>, <smizer@healthiercolorado.org>, <hjorgensen@healthiercolorado.org>

Cc: Wulff - GOVOffice, Kacey <kacey.wulff@state.co.us>, Michael Conway - DORA <michael.conway@state.co.us>

Hi all,

We'd like to give you an update on where the 1004 draft is at and what we'll be releasing on Monday evening prior to the Tuesday morning stakeholder meeting.

I apologize we're very limited on time options - we'd like to invite you over to DOI (and/or to dial-in) this Thursday from 12:30-1:30pm.

Please let me know if that works for you. And please do not forward this invitation outside of your organizations at this point.

Thanks,
Kate

Kate Harris
Chief Deputy Commissioner
Life & Health Policy
she/her/hers



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5. The Polis administration tried to prevent a major health system from sharing critical information about the public option with its own workforce

On Oct. 9, 2019, HCPF Executive Director Kim Bimestefer met with local representatives of the Service Employees International Union, which represents thousands of Colorado healthcare workers in the Kaiser Permanente health system.

In an e-mail to officials in the Polis administration, Bimestefer said SEIU leaders wanted to know how the plan would impact their members, and planned to discuss the public option proposal with Kaiser Permanente's Colorado CEO, Mike Ramsey.

Bimestefer wrote that she or Insurance Commissioner Michael Conway needed to "get to" the head of Kaiser Permanente in Colorado before SEIU leaders could.

It's unclear what discussions ultimately took place between Kaiser Permanente and SEIU Local 107. But the health system was strongly critical of the public option proposal in comments sent to the Polis administration a few weeks later.

"The public option, as described below, is unlikely to achieve its premium reduction goals for most Coloradans and could eventually significantly disrupt coverage for state residents – including those who currently carry employer-sponsored insurance," Kaiser Permanente said. "Rather than potentially jeopardizing consumer choice and access to coverage and care, we recommend that the Agencies build upon existing, proven approaches ... to expand access to affordable coverage for more Coloradans."

From: Bimestefer, Kim
Sent: Wednesday, October 9, 2019 3:43 PM
To: Reveley, Lauren
Cc: Kacey Wulff; Michael Conway - DORA
Subject: 1004 feedback

SEIU local 107- met with President Ron (look up his last name)

Likes it. Generally supportive. Has to check with the troops. Shouldnt take long. Were very happy that we provided access to non citizens.

Concerns

How does the plan impact Kaiser. They were comfortable with my answer but are Going to talk to the Pres Mike Ramsier.

Kim or Mike needs to get to Mike before this.

Lauren, can you get from John B the definition of net patient rev from the 3 new slides he sent please. (Net of what).

CCHN mtg. Met with Polly and (lauren, please check my calendar for the names). They represent all the FQHCs which is key because they are providers.

They will support. They want more affordable plans.

They are very supportive of the 1332 waiver because they get the folks who have the high deductibles and then get low or no payment.

Advice and feedback

Consider VB rewards for community benefit with primary care.

They want to be on the Advisory Board. (Fine with me) and dont want it controlled by hospitals (like CHASE)

They want an appeals process to Adv Board for carriers who wont contract with them

Concern

Will hospitals move more into the primary care business and compete with them

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6. The Polis administration misled the public when it denied targeting the state's hospitals

At a public panel discussion on Dec. 5, 2019, Colorado Insurance Commissioner Michael Conway responded to criticism that the Polis administration was unfairly targeting hospitals under its proposed public option

“We aren’t targeting hospitals. This isn’t about targeting hospitals,” Conway said.

But Polis administration e-mails confirm this isn’t true. When the draft public option was unveiled almost two months earlier, on Oct. 7, 2019, an e-mail blast to HCPF employees about the public option said the following:

“You are likely to see press coverage on the draft plan and perhaps some angry dissent from the front range hospitals over the coming days/weeks. This plan targets those hospitals...”

From: Williams, Marc
Sent: Monday, October 7, 2019 5:52 PM
Subject: HCPF In the News - State Option Now Posted

Colleagues,

Late this afternoon, the Department posted the [Proposal for an Affordable Health Care Option](#) to our website along with our [news release](#) announcing this work. The State Option is the result of [HB19-1004](#) which directed the Department and the Div. of Insurance to develop an affordable health insurance plan for Coloradans to buy on and off the health exchange (Connect for Health Colorado). There is an executive summary on the first couple of pages that provides a good 'summary' of what the State Option entails. This was the result of many months' work and more than a dozen stakeholder meetings across the state – and we're not done yet!

You are likely to see press coverage on the draft plan and perhaps some angry dissent from the front range hospitals over the coming days/weeks. This plan targets those hospitals to bring their costs down to 175-225% of Medicare. Licensed insurance carriers will administer the State Option plans, hold the financial risk and financial reserves, and contract with care providers. Every carrier in the state over a certain size will be required to offer this option, to spread both the opportunity and the risk.

Kim will be doing a staff presentation on Oct. 21st to better explain the market forces behind the State Option and the Department's role with it. More information on her presentation will be forthcoming, until then you're welcome to reach out to Lauren Reveley or myself for more information.

Best regards,
Marc

Marc Williams
Public Information Officer
Policy, Communications and Administration Office



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