STATE OF COLORADO CONTRACT MODIFICATION

CONTRACT AMENDMENT #1

State Agency
Department of Health Care Policy and Financing
Contractor
Garfield County Department of Human Services
Original Contract Number
C24-190808
Amendment Contract Number
C24-190808A1

Contract Performance Beginning Date
January 1, 2025
Current Contract Expiration Date
June 30, 2025
Current Contract Maximum Amount
Medicaid Programs
No Maximum for any SFY

State General Fund Programs
State Fiscal Year 2024-25 $21,693,981.00
Estimated Contractor Shared *$343,662.39*

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR
Garfield County Department of Human Services
Sharon Longhurst-Pritt, Director

DocuSigned by:
John Martin
A54866F06826480...

Date: 12/16/2024 | 05:46 PST

STATE OF COLORADO
Jared S. Polis, Governor
Department of Health Care Policy and Financing
Kim Bimestefer, Executive Director

DocuSigned by:
0B6A84797EA8493...

Date: 12/16/2024 | 07:34 MST

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD
Department of Health Care Policy and Financing
Jerrod Cotosman, Controller

DocuSigned by:
Jerrod Cotosman
76F89541272B43A...

Amendment Effective Date: 12/16/2024 | 08:48 MST

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

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1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in §3.B of this Amendment.

A. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

4. PURPOSE

This Amendment updates the General Contract Provisions and Exhibit B Statement of Work.

5. MODIFICATIONS

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

A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

C. The Contract Provisions is hereby updated as follows.

D. Exhibit B is hereby deleted in its entirety and replaced with Exhibit B-1 as follows. All references to Exhibit B shall now refer to Exhibit B-1.

E. Exhibit C is hereby deleted in its entirety and replaced with Exhibit C-1 as follows. All references to Exhibit C shall now refer to Exhibit C-1.

F. Exhibit D is hereby deleted in its entirety and replaced with Exhibit D-1 as follows. All references to Exhibit D shall now refer to Exhibit D-1.

G. Exhibit E is hereby deleted in its entirety and replaced with Exhibit E-1 as follows. All references to Exhibit E shall now refer to Exhibit E-1.

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6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

CONTRACT PROVISIONS

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed eight years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the

public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

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

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority, pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.

D. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
E. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
F. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
G. "**Deliverable**" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by Contractor.
H. "**Effective Date**" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
I. "**End of Term Extension**" means the time period defined in §2.D.
J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
K. "**Extension Term**" means the time period defined in §2.C.
L. "**Goods**" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
M. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation, **(i)** successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; **(ii)** unwanted disruption or denial of service; **(iii)** the unauthorized use of a State system for the processing or storage of data; or **(iv)** changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.
N. "**Initial Term**" means the time period defined in §2.B.
O. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.
P. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
Q. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's

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maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

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

S. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which **(i)** is subject to disclosure pursuant to CORA; **(ii)** is already known to Contractor without restrictions at the time of its disclosure to Contractor; **(iii)** is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; **(iv)** is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or **(v)** was independently developed without reliance on any State Confidential Information.

T. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

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

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

W. "**Subcontractor**" means any third party engaged by Contractor to aid in performance of the Work. "Subcontractor" excludes provider agencies providing direct services to Members under this Contract through the State General Fund programs.

X. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

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

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit, including the terminology in Exhibit D.

4. STATEMENT OF WORK

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

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B. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the payment described in Exhibit B and are based on the quantity of services performed and the number of Members served by Contractor.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B, Statement of Work and Exhibit C, Rates.
b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
c. The State shall pay the Contractor for activities completed in accordance with the conditions set forth in Exhibit B, Statement of Work and Exhibit C, Rates within 90 days following the State's review of the activities completed for the previous month, so long as the documented activities correctly represents Work completed by Contractor and previously accepted by the State during the erm that the payment covers. If the State determines that the amount of any payment is not correct, then Contractor shall make all changes necessary to correct that payment.
d. The processing of a payment shall not constitute acceptance of the completion of requirements or quality any Work performed or Deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or

payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

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

6. REPORTING – NOTIFICATION

A. Litigation Reporting

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

B. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State or that governmental entity. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following and **(ii)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA

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Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall

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provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit H on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit H shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Acknowledgement

Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

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

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any one fire.

C. Automobile Liability

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

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law, confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

F. Crime Insurance

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

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors. A provider agency providing direct services to Members are not considered a Subcontractor under this Contract.

H. Primacy of Coverage

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

I. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

J. Subrogation Waiver

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

K. Public Entities

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

L. Certificates

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Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section. Contractor shall provide all certificates electronically to the Department's designated insurance certificate submission site, unless the Department has specifically directed otherwise.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section, in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Contract

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the

request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State;

provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

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

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

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14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

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

ii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

iii. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

iv. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open-source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §16.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

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D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

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

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

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

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

L. Severability

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

M. Survival of Certain Contract Terms

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

N. Taxes

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §16.A, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

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R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

T. Accessibility

i. Contractor shall comply with all applicable provisions of §§24-85-101, et seq., C.R.S., and the *Rules Establishing Technology Accessibility Standards, 8 CCR 1501-11:11.1* et seq., as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103(2.5), C.R.S.

ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the *Rules Establishing Technology Accessibility Standards, 8 CCR 1501-11:11.1* et seq. as established by the Office of Information Technology pursuant to Section §24-85-103(2.5), C.R.S.

U. Additional Provisions

Contractor shall comply with all requirements shown in Exhibit A and Exhibit G.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

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

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

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C.

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1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR**.

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

E. **COMPLIANCE WITH LAW**.

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

F. **CHOICE OF LAW, JURISDICTION, AND VENUE**.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS**.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. **SOFTWARE PIRACY PROHIBITION**.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor

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is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

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

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

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EXHIBIT B-1, STATEMENT OF WORK

1. CASE MANAGEMENT OBLIGATIONS

1.1. Contractor's Obligations

1.1.1. Contractor shall provide case management activities outlined in this Contract for the following Home and Community Based Services (HCBS) waivers, non-HCBS programs, and State General Fund programs:

1.1.1.1. Family Support Services Program (FSSP)

1.1.1.2. HCBS Children with a Life Limiting Illness Waiver (HCBS-CLLI)

1.1.1.3. HCBS Children's Extensive Supports Waiver (HCBS-CES)

1.1.1.4. HCBS Children's Habilitation Residential Program Waiver (HCBS-CHRP)

1.1.1.5. HCBS Children's Home and Community Based Services Waiver (CHCBS)

1.1.1.6. HCBS Community Mental Health Supports Waiver (HCBS-CMHS)

1.1.1.7. HCBS Complimentary and Integrative Health Waiver (HCBS-CIH)

1.1.1.8. HCBS Developmental Disabilities Waiver (HCBS-DD)

1.1.1.9. HCBS Persons who are Elderly, Blind and Disabled Waiver (HCBS-EBD)

1.1.1.10. HCBS Persons with Brain Injury Waiver (HCBS-BI)

1.1.1.11. HCBS Supported Living Services Waiver (HCBS-SLS)

1.1.1.12. Hospital Back-Up Program (HBU)

1.1.1.13. Intermediate Care Facilities-Intellectual and Developmental Disabilities (ICF-IDD)

1.1.1.14. Long Term Home Health (LTHH)

1.1.1.15. Nursing Facilities (NF)

1.1.1.16. Omnibus Reconciliation Act of 1987 Specialized Services Program (OBRA-SS)

1.1.1.17. Program for All-Inclusive Care for the Elderly (PACE)

1.1.1.18. State Supported Living Services Program (State SLS)

1.1.2. Contractor shall abide by and perform its duties and obligations in conformity with relevant federal law, all pertinent federal regulations, State law, rules and regulations of the Department of Health Care Policy and Financing which include, but are not limited to:

1.1.2.1. Colorado Revised Statutes, Title 25.5, Article 6, Sections 104 through and including 107.

1.1.2.2. Colorado Revised Statute, Title 25.5, Article 10 et seq.

1.1.2.3. Colorado Department of Health Care Policy and Financing written communications.

1.1.2.4. Colorado Department of Public Health and Environment at 6 C.C.R. 1011-1 et seq.

1.1.2.5. Colorado Department of Human Services 12 C.C.R. 2509-8 7.700 et seq.

1.1.2.6. All State Medicaid regulations promulgated by the Department. These regulations include, but are not limited to:

1.1.2.6.1. CHCBS 10 CCR 2505-10, Sections 8.7101.A et seq.

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1.1.2.6.2. FSSP 10 CCR 2505-10, Sections 8.7558 et seq.

1.1.2.6.3. Long-Term Care 10 CCR 2505-10, Sections 8.400 through 8.409 et seq.

1.1.2.6.4. Colorado Case Management System - 10 CCR 2505-10, Section 8.7200 et seq.

1.1.2.6.5. HCBS-BI – 10 CCR 2505-10, Section 8.7101.E et seq.

1.1.2.6.6. HCBS-CES, 10 C.C.R. 2505-10 Section 8.7101.B et seq.

1.1.2.6.7. HCBS-CHRP, 10 C.C.R. 2505-10 Section 8.7101.C et seq.

1.1.2.6.8. HCBS-CIH 10 CCR 2505-10, Section 8.7101.H et seq.

1.1.2.6.9. HCBS-CLLI 10 CCR 2505-10, Section 8.7101.D et seq.

1.1.2.6.10. HCBS-CMHS 10 CCR 2505-10, Section 8.7101.F et seq.

1.1.2.6.11. HCBS-DD, 10 C.C.R. 2505-10 Sections 8.7101.J et seq.

1.1.2.6.12. HCBS-EBD 10 CCR 2505-10, Sections 8.7101.G et seq.

1.1.2.6.13. HCBS-SLS, 10 C.C.R. 2505-10 Sections 8.7101.I et seq.

1.1.2.6.14. PACE Section 25.5-5-412, Section 6a-b., C.R.S et seq.

1.1.2.6.15. Case Management, Family Support, Laboratory and X-Ray, 10 CCR 2505-10 Section 8.600 through 8.612.5

1.1.2.6.16. State SLS Program, 10 CCR 2505-10, Section 8.7557 et seq.

1.1.2.6.17. Recipient Appeals, 10 CCR 2505-10, Section 8.057 et seq.

1.1.2.6.18. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR Chapter I, Chapter II, Part 200 et al.

1.1.3. Contractor shall perform its obligations in conformity with the provisions of Title XIX of the Social Security Act and other applicable federal and state laws and regulations.

1.1.4. Contractor shall ensure applicant, Member, and individual rights are protected in accordance with Title XIX of the Social Security Act, other applicable federal and state laws, and Department regulations.

1.1.5. Contractor shall comply with written Operational Memos, policies, procedures, and guidance issued by the Department.

1.1.6. The general Business Functions of Contractor shall include, but is not limited to, all the following:

1.1.6.1. Contractor shall maintain a physical, publicly accessible, and Americans with Disability Act (ADA) compliant office within the Defined Service Area and appropriate staffing pattern to serve the Defined Service Area.

1.1.6.1.1. Contractor shall ensure adequate staffing through virtual or in-person services throughout the Defined Service Area in addition to a physical office space, providing access to its office for staff, Members, families, services providers, and others to best meet the needs of individuals based on individual preferences.

1.1.6.1.2. Contractor shall have the ability for case managers to travel, regional coverage, and provide all required Work for the counties in which the agency operates.

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1.1.6.1.3. Regular business office hours of operation shall follow a Monday through Friday schedule except for federal, state, or local holidays and unplanned closures due to inclement weather or other emergencies. Regular business office hours and holiday closures must be provided to all Members upon enrollment and at least annually, posted publicly at each office location, and posted on Contractor's website. Contractor shall have a procedure for notifying Members and the public of unplanned closures or changes to regular business hours due to inclement weather or other emergencies, which includes emergency contact information

1.1.6.1.4. Contractor shall have internal procedures for accommodating individuals, Members, and families who need assistance or consultation outside regular business office hours. Non-standard business hours and method of contact information for crisis situations must be posted on Contractor's website in an easily accessible location.

1.1.6.2. Contractor shall have an emergency on-call procedure to respond to crisis situations outside of regular business hours. Procedures must clearly document how Contractor will ensure timely response to emergency situations such as hospital discharges, risk of homelessness, unexpected termination of residential services, etc. Contractor shall make the procedure available on Contractor's website. Contractor shall notify individuals, Members, families, providers, and community partners of the procedures and make it readily available through a variety of methods. Contractor shall have an internal policy and procedure to respond to all telephone calls, voicemails, and emails from Members and families on average within two Business Days of receipt by Contractor.

1.1.6.3. Contractor shall overcome any geographic barriers within the Defined Service Area, including distance from the agency office to provide timely assessment and case management services to individuals, Members and families, as required by Contract, Federal or State statutes and regulations. This may include staff who reside throughout the Defined Service Area to best meet the needs of individuals and members.

1.1.6.4. Contractor shall protect Members' rights as they relate to the responsibilities of Case Management Agencies as described in this Contract.

1.1.6.5. Contractor shall provide access to a telephone system and trained staff to ensure timely response to messages and telephone calls received after hours.

1.1.6.6. Contractor shall provide access to telecommunication devices and/or interpreters for the hearing and vocally impaired and foreign language interpreters as needed to fulfil all Work. Contractor shall conduct an assessment of the communication needs of the Members they serve and ensure their interpretation and telecommunication services sufficiently meet the Member's need in a timely fashion.

1.1.6.7. Contractor shall follow communication standards set by the Department which includes, but is not limited to, Memo Series, technical assistance documents, Provider Bulletins, training documents, and email correspondence.

1.1.6.8. Contractor shall support the Department's National Core Indicators (NCI) efforts.

1.1.6.9. Contractor shall support the Department's Equity, Diversity, Inclusion, and Accessibility (EDIA) efforts to include participation in a Department led EDIA assessment and survey. Contractor shall have a written policy and procedure on the agency's commitment to equity, diversity, inclusion, and accessibility that includes approaches to confronting racism and building opportunity for inclusion that promotes equitable treatment of

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historically underserved and marginalized communities. Contractor shall make the policy and procedure available to the Department upon request.

1.1.6.10. Contractor shall enroll and act as a Medicaid Targeted Case Management (TCM) provider for all HCBS waivers to include, but not limited to, providing ongoing case management and monitoring activities for the Defined Service Area.

1.1.6.11. Contractor may be granted a Conflict Free Case Management Waiver (CFCMW) by the Department to provide specific HCBS services within the Defined Service Area when one is necessary to maintain services in rural and frontier service areas.

1.1.6.11.1. Contractor shall obtain and maintain approval for the CFCMW throughout the Contract Period to meet program requirements for a Case Management Agency.

1.1.6.11.2. The Department reserves the right to revoke Contractor's CFCMW at any time.

1.1.6.11.3. Contractor shall submit an annual report to the Department that includes, but is not limited to, the following information:

1.1.6.11.3.1. Written processes in place to ensure remediation of conflict and separation of entities.

1.1.6.11.3.2. Documentation of Member choice and informed consent of the conflict of the agency being selected.

1.1.6.11.3.3. A summary of the individuals participating in direct services and case management at the agency with the CFCMW.

1.1.6.11.3.4. Policies and procedures outlining how Contractor will validate that there are no other willing and qualified providers in their Defined Service Area with capacity to provide services for all eligible members in the service area.

1.1.6.11.3.5. How Contractor is supporting the recruitment of providers in their area to remediate conflict.

1.1.6.11.4. If Contractor is denied a CFCMW for any reason, or one is revoked, Contractor must have documented written plans for transitioning individuals and Members. Contractor shall continue to provide services until a transition may be successfully implemented.

1.1.6.11.5. **DELIVERABLE**: Annual report and written processes and procedures on implementing rural exception and only willing and qualified provider requirements for CMAs that have been granted a CFCMW.

1.1.6.11.6. **DUE**: June 15th of each year or prior to contract renewal for CMAs with an approved rural exception

1.2. Collaboration with other Care Coordination Entities and Case Management Agencies

1.2.1. Contractor shall comply with written communication from the Department, provided by the Department, between Contractor and community partners and service providers that outline how Contractor will work together with these partners to coordinate care and better serve individuals and Members. Contractor shall establish written memorandum of understanding with local care coordination entities that outline roles and responsibilities, avoidance of duplication of effort, and communication expectations. Contractor is responsible for streamlining the Member experience to ensure full range of Medicaid services are being

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offered and accessed based on the Member's needs. As applicable, a memorandum of understanding shall address partnerships with:

1.2.1.1. Regional Accountable Entities (RAE)

1.2.1.1.1. The RAE is responsible for coordinating for physical health services and providing and arranging for behavioral health services, including, but not limited to mental health services or other non-waiver behavioral services and supports available through Medicaid. The RAE promotes the population's health and functioning, coordinates care across disparate providers, interfaces with LTSS providers, and collaborates social, educational, justice, recreational, and housing agencies to foster healthy communities and address complex needs that span multiple agencies and jurisdictions. The RAE manages a network of primary care physical health providers and behavioral health providers to ensure access to appropriate care for Medicaid Members.

1.2.1.1.1.1. Contractor shall ensure collaboration with RAEs occurs for all shared Members that need care coordination services for physical and behavioral health services. Contractor shall identify which community agencies are responsible for facilitation, follow-up, and solution focused on next steps for each Member collaboration.

1.2.1.1.1.2. Contractor shall collaborate with the appropriate RAE when a Member needs assistance in accessing or coordinating the Member's physical, behavioral, or mental health needs. This shall include but is not limited to Members who have complex medical or behavioral support needs, change of conditions or involvement with Child Welfare or Adult Protection.

1.2.1.1.1.3. Coordinating with the RAE for shared Members who admit to a hospital, to include, but not limited to, communicating reasons for admission, Member's hospital status, and plans for discharge.

1.2.1.1.1.4. Collaborating with the RAE for shared Members discharging from the hospital to ensure all support needs are reflected in the Support Plan and the Member is connected to the necessary services to support a successful discharge.

1.2.1.1.1.5. Enter into a data sharing arrangement for the sharing of all necessary information for the RAE to assist Members in accessing and coordinating physical and behavioral health needs.

1.2.1.1.1.6. Contractor shall create a complex and creative solutions process with the RAE(s) and designated staff to address needs spanning multiple Medicaid systems for all shared Members. This shall include, but not be limited to, a regularly scheduled joint coordination meeting at a cadence that best meets the Member's needs to ensure holistic case management and care coordination. This process shall be made available upon request,

1.2.1.1.1.7. Contractor shall honor Member's preferences for case management and care coordination, when applicable, while ensuring collaboration with the RAE occurs.

1.2.2. Contractor shall work with the Department to identify a Key Performance Indicator (KPI) to measure the effectiveness of coordination between Contractor and RAE. Medicaid Eligibility Sites

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1.2.2.1. County department of human/social services (counties) and Medical Assistance (MA) Sites are designated sites allowed by statute or certified by the Department of Health Care Policy and Financing (Department) to process the State-authorized Medical Assistance application for the programs that are administered by the Department and determine eligibility for said programs. The role of county departments, specified in CRS 25.5-1-118, is specific to the responsibility for the local administration of Medical Assistance. Additionally, the Department is authorized to establish MA sites by statute (CRS 25.5-4-205 et seq). Counties and MA Sites use the Colorado Benefits Management System (CBMS) to determine eligibility for Child Health Plan Plus (CHP+) and Health First Colorado (Colorado's Medicaid Program) programs.

1.2.2.2. Contractor shall ensure collaboration with all county and Medical Assistance sites pertaining to application, renewal, case changes, or re-application status for members in Contractor's designated service area.

1.2.2.3. Contractor shall collaborate with the appropriate counties and/or Medical Assistance sites to ensure proper follow-up and communication to support members in obtaining and maintaining their benefits.

1.2.3. Community Centered Boards

1.2.3.1. Community Centered Boards (CCB) are the agencies responsible for leveraging local and regional resources to meet unmet needs for individuals with Intellectual and Developmental Disabilities (IDD) and their families.

1.2.3.2. Contractor shall collaborate with CCBs, this may include, but is not limited to:

1.2.3.2.1. Receiving referrals or sharing information necessary for the CCB and/or CMA to assist individuals and Members in accessing LTSS programs targeted for individuals with intellectual and developmental disabilities or children with disabilities.

1.2.3.2.2. Coordinating care for non-waiver services for members with intellectual and developmental disabilities where applicable or appropriate.

1.3. Qualification and Training Requirements

1.3.1. Contractor's personnel, including, but not limited to, Case Manager(s) and Case Management Supervisor(s) shall meet all qualification requirements listed in 10 C.C.R. 2505-10, Sections 8.7203.A to 8.7204 et seq.

1.3.2. Contractor shall ensure all case managers meet the qualification requirements established in 10 C.C.R. 2505-10, Section 8.7203.A et seq.

1.3.3. Contractor shall ensure all staff assigned to perform the Work in this Contract pass competency-based training requirements as defined by the Department including, but not limited to disability/cultural competency, person centeredness, soft skills, as well as program specific knowledge and skills.

1.3.4. Contractor shall ensure that all case management staff receive training within 120 Calendar Days after the staff member's hire date and prior to being assigned independent case management duties. All other case management staff must receive retraining as required by the Department, a Department-approved vendor, or Contractor.

1.3.5. Training modalities may include the Departments Learning Management System (LMS), web-based training, virtual instructor-led training, in-person training sessions and training

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materials available on the Department website. Contractor shall utilize training materials provided by the Department.

1.3.6. Required Case Management Training includes, but is not limited to:

1.3.6.1. Applicable Federal and State laws and regulations for LTSS programs

1.3.6.2. Critical Incident Reporting

1.3.6.3. Determination of Developmental Disability or Delay

1.3.6.4. Disability and Cultural Competency

1.3.6.5. Equity, Diversity, Inclusion and Accessibility (EDIA)

1.3.6.6. Intake and Referral

1.3.6.7. Level of Care Screen and Needs Assessment (Colorado Single Assessment) or Department Prescribed Tools

1.3.6.8. Long-Term Home Health (LTHH)

1.3.6.9. Long-Term Services and Supports Eligibility

1.3.6.10. Mandatory Reporting

1.3.6.11. Notices and Appeals

1.3.6.12. Nursing Facility Admissions

1.3.6.13. Rapid Reintegration

1.3.6.14. Participant Directed Training

1.3.6.15. Person-Centered Support Planning and Person-Centered Support Plan

1.3.6.16. Pre-Admission Screening and Resident Review (PASRR)

1.3.6.17. State General Fund Program Ongoing Case Management

1.3.6.18. State General Fund Program Requirements and Services

1.3.6.19. System Documentation

1.3.6.20. Waiver Requirements and Services

1.3.7. **DELIVERABLE**: Case Management Training

1.3.8. **DUE**: Semi-Annually, trainings held between July 1st and December 31st are due January 15th, and trainings held between January 1st through June 1st are due June 15th

1.3.9. Contractor shall maintain supporting documentation demonstrating case managers attended the required trainings and make the information available to the Department upon request. Supporting documentation must include the name and description of the training, the date the training was held, case managers in attendance, and trainer sign-off showing the case manager completed the training.

1.3.10. There will be no exemptions to the above list of required trainings as all case managers shall have a basic knowledge of all case management activities regardless of ongoing duties.

1.3.11. Case Managers shall meet competency requirements determined by the Department to perform case management tasks including the correct application of the Colorado Single

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Assessment and Person-Centered Support Plan. Case Managers must pass assigned training competency requirements to independently perform Case Management activities.

1.3.12. Contractor shall participate in Department and vendor trainings, which will be tracked by the Department. Participation can be at the time of the presented training or, if applicable, following the training using the materials available from the Department's website or LMS.

1.3.13. For Case Managers who have a documented minimum of one-year immediate prior work experience at a different Colorado CMA, Contractor may assign independent case management activities once Contractor has verified that the Case Manager's training requirements were previously met.

1.3.14. Contractor may elect to perform additional training not outlined in the Contract, but applicable to the Scope of Work, which may include mental health first aid, crisis intervention, and trauma informed care. Contractor may utilize the Department's Case Management Training Template to identify trainings attended that are not required by the Department.

1.3.15. Case Management staff are required to retake training to address and remediate performance concerns as directed by the Department.

1.3.16. Contractor shall provide the date all case management staff, including new and existing staff, were hired and the dates of received training in the areas identified in Section 1.2.3, using the reporting template provided by the Department for review, approval, and payment.

1.3.17. Case Managers shall receive oversight reviews of their performance including their competency with completing the Level of Care Screen. Contractor shall shadow case management staff completing the Level of Care Screen on an annual basis and prior to the end of each Contract Fiscal year to establish case manager's competency administering the Level of Care Screen. Documentation on case manager performance will be maintained by Contractor and provided to the Department upon request. Supervisors, lead workers, or a case manager with at least three years of case management experience may perform the shadowing.

1.4. Care and Case Management (CCM) System Training

1.4.1. Contractor shall participate in all trainings required by the Department for the Care and Case Management (CCM) Information Technology system and the new Colorado Single Assessment and Person-Centered Support Plan.

1.4.1.1. Staff employed by Contractor shall participate in training on the Colorado Single Assessment and Person-Centered Support Plan instruments prior to performing the LOC Screen, Needs Assessment, or Person-Centered Support Plan.

1.4.1.2. Contractor shall receive a one-time payment for the training and oversight of Contractor staff in performing the Colorado Single Assessment and Person-Centered Support Plan. Payment will be calculated based on the average number of staff as specified by the Department.

1.4.1.3. **DELIVERABLE**: Colorado Single Assessment and Person-Centered Support Plan Training

1.4.1.4. **DUE**: As Provided by the Department

1.5. Community First Choice

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1.5.1. Contractor shall participate in all trainings required by the Department for the implementation of Community First Choice.

1.5.1.1. Staff employed by Contractor shall participate in training provided by the Department and associated vendors on Community First Choice.

1.5.1.2. **DELIVERABLE**: Completed Case Management Training on the Community First Choice Implementation.

1.6. **DUE**: As Assigned by the Department Complaints

1.6.1. Contractor shall develop and maintain a formal complaints procedure, notify Members annually of the procedures, and make the procedure publicly available to include posting the procedure to Contractor's website. Procedures must include requirements for member notification in accordance with 10 CCR 2505-10 9.519.20 and 10 CCR 2505-10 8.7201.D.

1.6.2. Contractor shall receive, document, and track any complaint received by Contractor as it relates to the services provided through this Contract to include, but not limited to, general business functions, administration, State General Funded Programs, and case management functions outlined in this Contract. Complaints received outside of the scope of this Contract shall not be included. Documentation shall consist of a complaint log that includes the date of complaint, name of the complainant, the nature of the complaint and the date and description of the resolution.

1.6.3. Contractor shall submit all complaints to the Community Advisory Committee for review, feedback, and input on resolving complaints.

1.6.4. Contractor shall analyze complaints for trends quarterly and shall submit all complaint-oriented trends observed since the Effective Date of this Contract and the remedial actions taken to address them to the Department.

1.6.5. Trend analysis shall include an examination of information including, but not limited to:

1.6.5.1. A comparison of complaint types and number of complaints over a period of time.

1.6.5.2. Number of type of complaint against Contractor, time, location, individual involved, staff involved, and/or any additional relevant information.

1.6.5.3. An examination of potential reasons for the increase or decrease in complaints by total number, subcontractor, individual, or staff.

1.6.5.4. An examination of preventative measures that can be implemented to reduce the number or frequency of future complaints.

1.6.5.5. Implementation of a plan of action or any future actions to take place.

1.6.5.6. An analysis of whether the plan of action and changes made were effective or if additional changes need to occur.

1.6.5.7. As part of the complaint process Contractor shall include, but is not limited to, all of the following:

1.6.5.7.1. Document complaints received.

1.6.5.7.2. Address substantiated complaints.

1.6.5.7.3. Respond to complaints received and document actions taken to resolve and/or mitigate complaints.

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1.6.5.7.4. Conduct a quarterly trend analysis of all complaints received for the full period of the Contract.

1.6.5.8. Contractor shall maintain all supporting documentation related to the collection and follow-up to complaints and make it available to the Department upon request.

1.6.5.9. If Contractor received no complaints during the quarter, Contractor may submit the Complaint Trends Analysis to the Department identifying no complaints were reported during the quarter.

1.6.5.10. If Contractor received less than five complaints during the quarter and cannot establish a complaint trend, Contractor may submit the Complaint Trends Analysis to the Department with the complaint log that includes the date of complaint, name of the complainant, the nature of the complaint and the date and description of the resolution.

1.6.5.11. Contractor shall submit the Complaint Trends Analysis to the Department for review and approval.

1.6.5.11.1. **DELIVERABLE**: Complaint Trend Analysis

1.6.5.11.2. **DUE**: Quarterly, by October 15th, January 15th, April 15th and June 15th of each year.

1.7. Continuous Quality Improvement Plan

1.7.1. Contractor shall create and implement a Continuous Quality Improvement Plan for the contract period. The Continuous Quality Improvement Plan shall include, but not be limited to a description of the following:

1.7.1.1. How Contractor oversees the work performed by Case Managers as outlined in the contract to ensure all tasks are being performed according to the requirements.

1.7.1.2. How Contractor reviews work to determine whether the work is being completed in a correct and high-quality manner.

1.7.1.3. How Contractor identifies and addresses Case Management performance issues.

1.7.1.4. How Contractor notifies the Department of identified performance issues.

1.7.1.5. How Contractor will address at a minimum the following areas: operations, quality controls, staffing, training, and community engagement. Required tasks will be outlined in Department template that will be provided to Contractor yearly.

1.7.1.6. Contractor shall participate in the Department hosted Quality Community of Practice.

1.7.2. Contractor shall submit the Continuous Quality Improvement Plan to the Department for review, approval, and payment. The Department will establish a regularly scheduled cadence with Contractor to review and discuss the CQI Plan, data, and agency specific quality dashboard. Contractor shall review the plan and metrics with the Department annually.

1.7.2.1. **DELIVERABLE**: Continuous Quality Improvement Plan

1.7.2.2. **DUE**: Within 90 Business Days after the Effective Date

1.7.3. Contractor shall review its Continuous Quality Improvement Plan on an annual basis and update the plan as appropriate to account for any changes. Contractor shall submit the Continuous Quality Improvement Plan Update or document that the plan was reviewed, and changes were not required.

1.7.3.1. **DELIVERABLE**: Continuous Quality Improvement Plan Update

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1.7.3.2. **DUE**: Annually, by October 1st

1.8. Appeals

1.8.1. Contractor shall represent the Department and defend any adverse action in accordance with 10 CCR 2505-10 8.7202.R et seq., and 10 CCR 2505-10 Section 8.057 et. seq. in all HCBS, LTHH, PACE, Hospital Back-Up Facilities, and Nursing Facility appeals initiated during this Contract. This section does not apply to State General Fund Programs. Contractor shall coordinate with the Department for any adverse actions necessitating Department attendance at a hearing.

1.8.1.1. Contractor shall identify and disclose to the Department immediately, and no later than 45 Calendar Days prior to a scheduled appeal hearing, any conflict of interest that would interfere with Contractor's ability to represent the Department in any appeal.

1.8.2. Contractor shall represent its actions at Administrative Law Judge hearings when the individual or Member appeals a denial or adverse action affecting individual's or Member's program eligibility or receipt of services.

1.8.3. Contractor shall process appeals in accordance with schedules published by the State of Colorado Office of Administrative Courts and rules promulgated by the Department.

1.8.4. Contractor shall develop an Appeals Packet which contains all relevant documentation to support Contractor's denial or adverse action.

1.8.5. Contractor shall develop an Appeals Packet no later than 20 Business Days prior to the date of a scheduled hearing.

1.8.6. Contractor shall submit exceptions when applicable and include all relevant information.

1.8.7. Contractor shall cooperate with the Office of the State Attorney General for any case in which it is involved.

1.8.8. Contractor shall document all appeals where Contractor attends any hearing in an Administrative Law Court.

1.8.9. Contractor shall make the Appeal Packets available to the Department upon request.

1.9. Critical Incidents

1.9.1. Critical Incident Reporting

1.9.1.1. Contractor shall be responsible for entering Critical Incident Reports (CIR) in the Department prescribed system as soon as possible, but no later than 24 hours (one business day) following notification.

1.9.1.2. Contractor shall ensure all suspected incidents of abuse, neglect, and exploitation are immediately reported consistent with current statute; Section 19-3-301 through 19-3-318 C.R.S. Colorado Children's Code, Section 18-8-115 C.R.S. (Colorado Criminal Code - Duty to Report a Crime), 18-6.5-108 C.R.S. (Colorado Criminal Code-Wrongs to At-Risk Adults), and Section 26-3.1-102, C.R.S. (Social Services Code-Protective Services).

1.9.1.3. Contractor shall document all CIR follow-up information in accordance with Department direction in the Department prescribed system and maintain detailed documentation.

1.9.2. Critical Incident Follow-Up Completion and Entry

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1.9.2.1. Contractor shall ensure all CIRs follow-up is completed and entered into the Department's prescribed system within the timelines established by the Department and/or the Department's Quality Improvement Organization.

1.9.2.2. Timelines for follow-up are determined by the Department and depend on the type and severity of the CIR. The following are general timelines assigned to remediation and CIR follow up:

1.9.2.2.1. High Priority Follow Up- CIRs which require immediate attention and must be addressed to ensure the immediate health and safety of a waiver participant must be remediated within and responded to in the Department prescribed system within 24-48 hours.

1.9.2.2.2. Medium Priority Follow Up – CIRs which require additional information or follow up to ensure appropriate actions are taken and there is no immediate risk to the health and safety of the waiver participant must be completed in the Department prescribed system within three to four Business Days.

1.9.2.2.3. Low Priority Follow Up – CIRs that have been remediated by CMAs, have addressed immediate and long-term needs, have implemented services or supports to ensure health and safety, and those that have protocols in place to prevent a recurrence of a similar CIR but may require an edit to the CIR or additional information entered into the Department prescribed system. The follow-up for CIRs in this category must be completed and entered within five Business Days.

1.9.2.3. **PERFORMANCE STANDARD:** 90% of all CIRs assigned follow-up are completed and entered into the Department's prescribed system within the timelines established by the Department and/or the Department's Quality Improvement Organization each quarter.

1.10. Critical Incident Report Administrative Review

1.10.1. Contractor shall conduct a Critical Incident Report Administrative Review upon direction from the Department.

1.11. Critical Incident Report administrative reviews shall be initiated by the Department and will require the Contractor to upload documentation to the Department's prescribed system as assigned. Contractor may be required to document that the reported incident of alleged Mistreatment, Abuse, Neglect, or Exploitation (MANE) was reported to law enforcement, per mandated reporting laws, and to adult/child protection services to be screened for additional investigation by the Colorado Department of Human Services as appropriate. The Department may also request that the Contractor file a report with the Colorado Department of Public Health and Environment as necessary. Critical Incident Report administrative review may also require documentation of whether additional services might be needed as a result of the incident or gathering of additional documentation at the request of the Department.

1.12. Human Rights Committee (HRC)

1.12.1. Contractor shall establish an HRC. The HRC is composed, to the extent possible, of two professional persons trained in the application of behavior development techniques and three representatives of persons receiving services, their parents, legal guardians, or authorized representatives. An employee or board member of a service agency within the Contractor's designated service area shall not serve as a member of the HRC.

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1.12.2. Contractor shall establish and facilitate a Human Rights Committee (HRC) pursuant to 10 C.C.R. 2505-10 Section 8.7202.Q et seq. Contractor shall maintain qualifications for each member of the HRC and make it available to the Department upon request.

1.12.3. Contractor shall submit a list of HRC members annually.

1.12.3.1. **DELIVERABLE**: HRC Member List

1.12.3.2. **DUE**: Annually, by August 15th

1.12.4. Contractor shall notify the Department of any changes to the HRC members within 10 Business Days of the date of change.

1.12.4.1. **DELIVERABLE**: HRC Member Updates

1.12.4.2. **DUE**: Within 10 Business Days of the date of change to the HRC members

1.12.5. Contractor shall establish at least one HRC as a third-party mechanism to safeguard the rights of persons enrolled in HCBS-CES, HCBS-CHRP, HCBS-SLS, HCBS-DD, State SLS, OBRA-SS, and FSSP. The HRC is an advisory and review body to the administration of Contractor.

1.12.6. Contractor shall develop policies and procedures which include, but are not limited to, HRC responsibilities for the committee's organization, use of Department required universal documents, the review process, mitigation of potential conflicts of interest, and provisions for recording dissenting opinions of committee members in the committee's recommendations. CMAs must also develop and adopt an HRC policy and procedure for the emergency review of Rights Modifications.

1.12.7. Contractor shall orient members regarding the duties and responsibilities of the Human Rights Committee and make this information available to the Department upon request.

1.12.8. Contractor shall provide the HRC with the necessary staff support to facilitate its functions.

1.12.9. Contractor shall keep proper documentation and record of all HRC recommendations and ensure that all documentation is a part of the members record in the Department's prescribed system.

1.12.10. Contractor shall maintain HRC meeting minutes, attendance logs, and supporting documentation related to an HRC meeting and make it available to the Department within 10 Business Days upon request.

1.12.11. Contractor shall notify the Department in writing of any changes to the HRC membership within 10 Business Days.

1.12.12. Contractor shall document all reviews within the Department's prescribed system within 10 Business Days of the date of the HRC review.

2. PRE-ENROLLMENT ACTIVITIES

2.1. LTSS LOC Referral, Intake, and Screening

2.1.1. Contractor shall perform all long-term services and supports Level of Care referral, intake, and screening functions/activities for enrollment into the following waivers and programs:

2.1.1.1. CHCBS

2.1.1.2. Consumer-Directed Attendant Support Services (CDASS)

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2.1.1.3. Family Support Services Program (FSSP)

2.1.1.4. HCBS-BI

2.1.1.5. HCBS-CES

2.1.1.6. HCBS-CHRP

2.1.1.7. HCBS-CIH

2.1.1.8. HCBS-CLLI

2.1.1.9. HCBS-CMHS

2.1.1.10. HCBS-DD

2.1.1.11. HCBS-EBD

2.1.1.12. HCBS-SLS

2.1.1.13. Hospital Back-Up

2.1.1.14. In Home Supports and Services (IHSS)

2.1.1.15. Intermediate Care Facilities for Individuals with Intellectual and Developmental Disabilities (ICF/IID)

2.1.1.16. Nursing Facilities

2.1.1.17. Omnibus Reconciliation Act of 1987 Specialized Services Program (OBRA-SS)

2.1.1.18. PACE

2.1.1.19. State Supported Living Services Program (State SLS)

2.2. Contractor shall perform all Long Term Supports and Services Level of Care (LTSS LOC) referral, intake, and screening functions/activities in accordance with §25.5-6-104, C.R.S. and 10 CCR 2505-10, Sections 8.7202.B., 8.7202.E, and 8.401 et seq., shall include, but not limited to, the following:

2.2.1.1. Timelines shall be applied based on the location of the applicant at the time the Contractor receives the LTSS Level of Care (LOC) referral or another intake referral:

2.2.1.1.1. Hospital

2.2.1.1.2. Skilled Nursing Facility, or

2.2.1.1.3. Community

2.2.1.1.3.1. Programs such as Hospital Back-up and PACE are subject to timelines based on the location of the applicant at the time the Contractor receives the LTSS LOC referral or another referral for LOC Assessment.

2.2.1.2. CMAs shall not require a LTSS LOC Referral form to intake a referral requesting a LOC Assessment.

2.2.1.3. Conduct and document the Colorado Intake Screen Tool (CIST), LOC Assessment, and Rapid Reintegration within required timelines set forth by the Department.

2.2.1.3.1. Conduct and document the CIST in the Department's prescribed system within 2 business days of receiving the LTSS LOC referral or any other intake referral requesting a LOC Assessment.

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2.2.1.3.2. Timeline to conduct and document the CIST does not extend the LOC Assessment timelines set forth by the Department.

2.2.1.3.3. Ensure documentation includes the individual's need for LTSS and/or the individual's request for a LOC Screen even if the CIST indicates the individual may not be eligible for LTSS.

2.2.1.3.4. LTSS LOC referral form is uploaded to the Department's prescribed system.

2.2.1.3.4.1. Any other referral requesting a LOC Assessment is uploaded in the Department's prescribed system.

2.2.1.3.5. Document all efforts to contact an applicant to conduct the CIST, LOC Assessment, and any referrals made to non-LTSS services in the Department's prescribed system.

2.2.1.4. Have a written policy and procedure for expediting the LTSS LOC referral or another referral for LOC Assessment in the event that an applicant is in an emergency situation.

2.2.1.5. Conduct and document a LOC Assessment without delay if an applicant has requested a Delay Determination or Developmental Disability Determination required for HCBS-DD, HCBS-SLS, HCBS-CES, and HCBS-CHRP waivers.

2.2.1.6. For an individual who is not being discharged from a hospital or a nursing facility, the CIST, and LOC Assessment shall be conducted and documented in the Department's prescribed system within 10 business after receiving confirmation that the Medicaid application has been received by the county department of social services.

2.2.1.6.1. CMAs shall attempt to verify that a LTC Medicaid Application has been submitted after receiving a LTSS LOC referral but should not delay a LOC Assessment if the interview conducted to complete the CIST indicates that an applicant has not submitted a LTC Medicaid Application.

2.2.1.6.2. Hospital and Skilled Nursing Facility referrals do not require LTC Medicaid application verification.

2.2.1.7. Individuals shall be notified at the time of the decision of their application for publicly funded LTSS that they have the right to appeal the actions of Contractor according to 10 CCR 2505-10 section 8.057 and 8.7202.R et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.

2.2.1.7.1. **PERFORMANCE STANDARD:** 100% of LTSS LOC Referrals and all intake referrals submitted to the Contractor are entered or uploaded into the Department prescribed system within two Business Days of the LTSS LOC Referral or intake referral receipt date.

2.3. Developmental Disability and Delay Determinations

2.3.1. Contractor shall determine whether an applicant meets the definition of an Individual with a Developmental Disability or Delay as defined under 10 CCR 2505-10, section 8.8.7100.A., in accordance with 10 C.C.R. 2505-10 section 8.607.2 et seq.

2.3.2. Contractor may expedite psychological or adaptive behavior testing for Developmental Disability Determinations when there are delays due to issues identifying a provider or scheduling testing with a provider in order complete the PASRR Level II assessments for individuals residing in skilled nursing facilities. Requests for testing funding must be submitted on the template prescribed by the Department.

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2.3.3. Contractor may request funding for testing necessary to complete Delay or Developmental Determination to move forward with intake and referral activities. This includes cases where an applicant cannot access testing due to financial burden and other funding is not available if they have submitted a long-term care Medicaid application and the financial eligibility has not been determined. Requests for funding must be submitted to the Department for approval prior to funding being approved.

2.3.3.1. **DELIVERABLE**: Prior Approval for Testing Funding and Invoice

2.3.3.2. **DUE**: Monthly, by the 15th

2.3.3.3. Contractor shall maintain all supporting documentation related to the testing for DD Determination and make it available to the Department upon request.

2.3.4. Contractor shall complete the individual's determination record and assessment record in the Department prescribed system with all applicable dates and information within 10 Business Days after a determination is complete.

2.3.5. Contractor shall maintain the individual's determination, documents, and upload them to the Department's prescribed system.

2.3.6. Contractor shall ensure that all determinations are complete, in accordance with Department regulations, and the individual has been determined to have a disability or delay prior to enrollment into HCBS-DD, HCBS-SLS, HCBS-CHRP, HCBS-CES, State SLS, FSSP, and OBRA-SS.

2.3.7. Individuals shall be notified at the time of the decision of the determination that they have the right to appeal actions of Contractor to 10 CCR 2505-10 sections 8.057 et seq., 8.7202.R et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.

2.4. Waiting List Management

2.4.1. Contractor shall maintain a program specific waiting list within the Department's prescribed system for all eligible individuals for whom funding is not available. Waiting lists may be applicable for HCBS-DD, State SLS, OBRA-SS and FSSP dependent on available funding. Contractor shall not maintain a waiting list for any of the other programs included within this Contract.

2.4.2. Contractor shall determine HCBS-DD waiting list eligibility by conducting an assessment that clearly defines detailed and member specific information that specifies how the individual meets the HCBS-DD waiver requirement for needing access to services and supports twenty-four (24) hours a day pursuant to 10 CCR 2505-10 8.7202.G et seq. and 8.7101.J et seq.

2.4.2.1. Contractor's description of daily living needs of an individual who requires access to twenty-four (24) hour a day services and support in the LOC waiting list assessment should indicate services and support needs that are only available in the HCBS-DD waiver to determine why access to services and supports twenty-four hours a day are necessary for the individual.

2.4.3. The name of a person eligible for the program shall be placed on the waiting list by Contractor making the eligibility determination.

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2.4.4. When an eligible person is placed on the waiting list for Waiver services, a written notice of action including information regarding individual rights and appeals shall be sent to the person or the person's legal guardian in accordance with the provisions of 10 C.C.R. 2505-10 8.7202.J et seq.

2.4.5. When funding has been made available for an individual Contractor will remove the person from the "As Soon as Available" (ASAA) waiting list within 10 Business Days.

2.4.6. The placement date used to establish a person's order on an HCBS waiver waiting list shall be:

2.4.6.1. The date on which the person was initially determined to have a developmental disability by Contractor; or

2.4.6.2. The 14th birth date if a child is determined to have a developmental disability by Contractor prior to the age of 14.

2.4.7. When an individual is eligible for a program and funding is not available, Contractor shall:

2.4.7.1. Verify demographic information.

2.4.7.2. Compile and correct data.

2.4.8. Contractor shall complete data entry of Waiting List record into the Department prescribed system within 10 Business Days of any addition or change to the Waiting List.

2.4.9. Contractor shall conduct and document, in the Department's prescribed system, an annual follow-up with individuals 18 and older for all HCBS waivers with a Waiting List timeline of ASAA, Safety Net (SN), or "see date" to update changes in demographic information and ensure the individual is appropriately identified on waiting lists for the program and services the individual is eligible to receive.

2.4.9.1. **PERFORMANCE STANDARD**: 100% of HCBS individuals 18 and older with an ASAA, SN, or "see date" timeline on the Waiting List are contacted annually and documented within the Department's prescribed system within 10 Business Days.

2.5. Program Enrollment from the Waiting List

2.5.1. HCBS-DD Enrollment from the Waiting List

2.5.1.1. When an enrollment becomes available from the HCBS-DD Waiting List, the Department will notify Contractor of the individual who will be offered an enrollment by the order of selection date.

2.5.1.2. Contractor shall notify the individual of the enrollment offer within 5 Business Days. Contractor shall make three attempts to contact the individual within a 30-calendar day period. Contractor shall document in the Departments prescribed system all attempts to contact the individual for the enrollment offer. If the individual does not respond to the offer of enrollment, Contractor shall change the individuals waiting list timeline to "Safety Net".

2.5.1.3. Individuals shall be notified at the time of the enrollment offer that they have the right to appeal the actions of Contractor to 10 CCR 2505-10 sections 8.7202.R et seq. and 8.057 et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.

2.5.2. HCBS-DD Waiting List Enrollment Capacity Building

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2.5.2.1. As appropriated and earmarked by the General Assembly, Contractor may receive capacity building funding to support the enrollment of members into the HCBS-DD waiver from the waiting list.

2.5.2.2. Contractor shall receive written notification of any capacity building funding for individuals enrolling into the HCBS-DD waiver from the waiting list.

2.5.2.3. If funding is allocated, Contractor shall report how the capacity building funding was used to support the enrollment of the authorized Member(s) into the HCBS-DD waiver on a template developed by the Department. Funding must be used to support Member enrollment in the following categories:

2.5.2.3.1. Staffing costs

2.5.2.3.1.1. Recruiting and hiring

2.5.2.3.1.2. Professional development

2.5.2.3.1.3. Equipment and supplies

2.5.2.3.1.4. Information technology

2.5.2.3.2. Program costs

2.5.2.3.2.1. Advertising

2.5.2.3.2.2. Equipment and supplies

2.5.2.4. **DELIVERABLE**: Capacity Building Funding Expenses

2.5.2.5. **DUE**: Quarterly, if funding is allocated, by October 31st, January 31st, April 30th, and June 15th or the Fiscal Year end close date determined by the Department

2.5.3. FSSP Enrollment from the Waiting List

2.5.3.1. In cooperation with the local Family Support Council, Contractor shall develop procedures for determining how and which individuals on the Waiting List will be enrolled into FSSP. These procedures must comply with Department regulations on waiting list and prioritization of funding.

2.5.3.2. Contractor shall select individuals from the waiting list to enroll into FSSP in accordance with 10 CCR 2505-10 8.7561et seq.

2.5.4. State SLS Enrollment from the Waiting List

2.5.4.1. Contractor shall develop procedures for determining how and which individuals on the waiting list will be enrolled into the State SLS program in accordance with 10 C.C.R. 2505-10 Section 8.7.7557. These procedures shall be made available to the Department upon request and used to select individuals from the waiting list to enroll into State SLS.

2.5.5. OBRA-SS Enrollment from the Waiting List

2.5.5.1. Contractor shall determine when funding is not available within Contractor's existing State General Fund program allocation and notify the Department that additional funding is being requested to enroll the individual into OBRA-SS within 10 Business Days of funding needs being identified.

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2.5.5.2. Contractor shall place the individual on the waiting list until funding becomes available or Contractor may partially fund services when limited funding is available within existing allocations.

2.5.5.3. Contractor shall develop procedures for determining how and when individuals will be placed on the waiting list and make the procedures available to the Department upon request.

2.5.6. Waiting List Records Maintenance

2.5.6.1. Contractor shall remove individuals from the Waiting List after an enrollment is authorized to the individual and the individual or guardian accepts or refuses the authorization for enrollment within 10 Business Days after the individual or guardian's response or the last communication attempt.

2.5.6.2. If an individual or guardian declines an enrollment, Contractor shall enter the reason for declining an enrollment into the Department prescribed system Waiting List record within 10 Business Days of the enrollment being declined.

2.5.6.3. Contractor shall provide information and referrals to individuals, families and/or guardians at the time of the annual follow-up.

2.5.6.4. Contractor shall continue to refer individuals on the Waiting List to other community resources that may be available and inform individuals of their choice of providers, waivers, and services.

2.5.6.5. Contractor shall provide assistance completing Medicaid financial applications or other public assistance program applications at the time assistance is requested by the individual, family, or guardian.

2.5.6.6. Individuals shall be notified at the time of the enrollment authorization that they have the right to appeal actions of Contractor as described in 10 CCR 2505-10 section 8.057 et seq., 8.7202.R et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.

2.6. Compilation and Correction of Waiting List Data

2.6.1. Contractor shall correct 100% of Waiting List data errors discovered by the Department within 10 Business Days of notification from the Department of an error.

2.6.1.1. **PERFORMANCE STANDARD:** 100% of Waiting List data corrected within 10 Business Days of notification.

2.7. Authorization and Reporting of HCBS-DD Enrollments

2.7.1. Contractor shall obtain prior authorization from the Department for all enrollments into the HCBS-DD waiver.

2.7.2. In accordance with 10 CCR 2505 Section 8.7101.J, Contractor shall inform the Department of all vacancies in the HCBS-DD waiver. Vacancies shall be submitted to the Department monthly on the date and template prescribed by the Department.

2.7.3. Individuals shall be notified at the time of the enrollment authorization that they have the right to appeal the actions of Contractor to 10 CCR 2505-10 section 8.7202.R and 8.057 et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.

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2.7.3.1. **DELIVERABLE**: HCBS-DD Vacancy Reporting

2.7.3.2. **DUE**: Monthly, by the 15th on the template prescribed by the Department

2.7.4. Contractor shall report all enrollment dates or changes to enrollment status for the HCBS-DD waiver to the Department monthly on the date and template prescribed by the Department.

2.7.4.1. **DELIVERABLE**: HCBS-DD Enrollment Date and Enrollment Change Reporting

2.7.4.2. **DUE**: Monthly, by the 15th on the template prescribed by the Department

3. SCREENING AND ASSESSMENT

3.1. Contractor shall perform the Level of Care (LOC) (100.2) Assessment as indicated in Section 3.2 or the LOC Screen and Needs Assessment as indicated in Section 3.3 for each Member as directed by the Department.

3.2. Contractor shall not perform both a LOC Assessment (100.2) and a LOC Screen and Needs Assessment for the same Member unless directed to do so by the Department.

3.3. Level of Care Assessment (100.2)

3.3.1. Contractor shall provide staff that meet the case manager qualifications set forth in state statutes and regulations to perform all LOC Assessments.

3.3.2. Contractor shall utilize and conduct the Department prescribed tools for the Initial LOC Assessment for all new applicants to the HCBS waivers, PACE, Nursing Facilities, Hospital Back-Up, and ICF-IDD. Initial Level of Care Assessment include the following Assessment Event types: Initial Review, HCBS-DD Waitlist, Deinstitutionalization (DI), and Reverse Deinstitutionalization. Continued Stay Review LOC Assessments include the following Assessment Event types: Continued Stay Review and Unscheduled Review.

3.3.3. An Unscheduled Review Assessment Event Type shall be utilized when a LOC Assessment is completed due to a significant change in the Member functioning and support needs including documented medical conditions, post hospitalization, or significant change in activities of daily living.

3.3.3.1. Contractor shall schedule an in-person Initial LOC Assessment in accordance with 10 CCR 2505-10 8.7202.E. and shall adhere to the following processes and timelines based on type:

3.3.3.1.1. Hospital to HCBS

3.3.3.1.1.1. Contractor conducts and documents the LOC Assessment within 2 Business Days of receiving a LTSS LOC referral for LOC Assessment.

3.3.3.1.1.2. LOC Eligibility Determination start date for Assisted Care Facility may be the date of referral on the LTSS LOC referral form received by the Contractor.

3.3.3.1.1.3. Contractor generates a LOC Eligibility Determination in the Department's prescribed system within 2 Business Days of the LTSS LOC referral or another referral requesting a LOC Assessment.

3.3.3.1.1.4. Referral to LOC Eligibility Determination not to exceed 2 Business Days.

3.3.3.1.2. Hospital to Skilled Nursing Facility

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3.3.3.1.2.1. Contractor conducts and documents the LOC Assessment Screen and PASRR Level I Screen within 2 Business Days of receiving a LTSS LOC referral or another referral for LOC Assessment.

3.3.3.1.2.2. Contractor completes and documents the Nursing Facility Length of Stay form to indicate the length of stay necessary to meet the applicant's needs.

3.3.3.1.2.3. LOC Eligibility Determination date may be the date of LTSS LOC referral form is received by the Contractor.

3.3.3.1.2.4. Contractor generates a LOC Eligibility Determination in the Department's prescribed system within 2 Business Days of the LTSS LOC Referral or another referral requesting a LOC Assessment.

3.3.3.1.2.5. Referral to LOC Eligibility Determination not to exceed 2 Business Days.

3.3.3.1.2.6. Hospital timelines apply to any applicant in a hospital wanting to enroll in PACE and, HBU.

3.3.3.1.3. Skilled Nursing Facility to HCBS

3.3.3.1.3.1. Contractor conducts and documents the LOC Assessment within 5 Business Days of the LTSS LOC referral date or another referral requesting a LOC Assessment.

3.3.3.1.3.2. Contractor generates a LOC Eligibility Determination in the Department's prescribed system within 5 Business Days of the LTSS LOC referral or another referral requesting a LOC Assessment

3.3.3.1.3.3. Referral to LOC Eligibility Determination not to exceed 5 Business Days.

3.3.3.1.4. Skilled Nursing Facility Payer Source Change

3.3.3.1.4.1. Contractor conducts and documents the LOC Assessment within 5 Business Days of the LTSS LOC referral date or another referral requesting a LOC Assessment.

3.3.3.1.4.2. Contractor generates a LOC Eligibility Determinations in the Department's prescribed system within 5 Business Days of the LTSS LOC Referral or another referral requesting a LOC Assessment.

3.3.3.1.4.3. Referral to LOC Eligibility Determination not to exceed 5 Business Days.

3.3.3.1.5. HCBS to Skilled Nursing Facility

3.3.3.1.5.1. Contractor completes the LOC Assessment and PASRR Level I Screen within 10 Business Days of the LTSS LOC referral date or another referral requesting a LOC Assessment.

3.3.3.1.5.2. Contractor completes the nursing facility length of stay form to indicate the length of stay necessary to meet the applicant's needs.

3.3.3.1.5.3. LOC Eligibility Determination start date will be the date of referral on the LTSS LOC referral form or another referral requesting a LOC Assessment.

3.3.3.1.5.4. Contractor generates a LOC Eligibility Determination in the Department's prescribed system within 10 Business Days of the LTSS LOC referral or another referral requesting a LOC Assessment.

3.3.3.1.5.5. Referral to LOC Eligibility Determination not to exceed 10 Business Days.

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3.3.3.1.6. HCBS Referral

3.3.3.1.6.1. Contractor completes the LOC Assessment within 10 Business Days of the LTSS LOC referral date or another referral requesting a LOC Assessment.

3.3.3.1.6.2. LOC Eligibility Determination start date for Assisted Care Facility may be the date of referral on the LTSS LOC referral form received by the Contractor.

3.3.3.1.6.3. Contractor generates a LOC Eligibility Determination in the Department's prescribed system within 10 Business Days of the LTSS LOC referral or another referral requesting a LOC Assessment.

3.3.3.1.6.4. Referral to LOC Eligibility Determination not to exceed 10 Business Days.

3.3.3.1.6.5. Contractor shall attempt to verify that a LTC Medicaid Application has been submitted after receiving a LTSS LOC referral but should not delay a LOC Assessment if the interview conducted to complete the CIST indicates that an applicant has not submitted a LTC Medicaid Application.

3.3.3.1.6.6. Hospital and Skilled Nursing Facility referrals do not require LTC Medicaid application verification.

3.3.3.2. Contractor shall consider a LOC Assessment to be complete when the following has been done: an in-person assessment is completed, the PMIP has been obtained and verified to be accurate by the Case Manager to determine target criteria, and the assessment has been entered in the Department's prescribed system.

3.3.3.3. A LOC Certification notice shall be provided to referring agencies such as PACE organizations, Nursing Facilities, or Hospitals upon obtaining written consent provided by the applicant that meets HIPAA standards.

3.3.3.3.1. **PERFORMANCE STANDARD:** Contractor shall ensure a Professional Medical Information Page (PMIP) is signed by a medical professional and dated no earlier than six months from the certification start date and of an Initial LOC Assessment.

3.3.3.4. Contractor shall conduct all Level of Care Assessments in accordance with regulations.

3.3.3.5. Contractor shall conduct an in-person Continued Stay Review Assessment every 12 months for Clients who are continually enrolled for the HCBS waivers, PACE, Nursing Facilities, Hospital Back-Up, , and ICF-IDD. Contractor shall enter the review into the Department's prescribed system within 10 Business Days of conducting the assessment.

3.3.3.5.1. **PERFORMANCE STANDARD:** Contractor shall ensure a Professional Medical Information Page (PMIP) is signed within 90 Calendar Days of the certification start date and before the certification end date for a Continued Stay Review (CSR) for all applicants and individuals currently receiving services through the Hospital Back-Up Unit (HBU), Nursing Facility (NF), Intermediate Care Facility for Individuals with Intellectual and Developmental Disabilities (ICF-IDD), and Program for All-Inclusive Care for the Elderly (PACE).

3.3.3.6. Contractor shall enter and complete the Continued Stay Reviews within 10 Business Days after conducting the assessment.

3.3.4. Failure by Contractor to complete the annual Level of Care Assessment shall cause a break in payment authorization for waiver services for the individual or Member.

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3.3.4.1. Contractor shall ensure that this break in payment authorization shall not affect the continued delivery of waiver services to the individual or Member. Service costs incurred during a break in payment authorization are non-allowable costs.

3.3.4.2. Contractor shall bear the sole financial responsibility for all costs incurred during this break in payment authorization and shall be responsible for reimbursing providers for any loss in funding as a result of the break in payment authorization.

3.3.4.3. Contractor shall notify all providers of the discontinuation of services no later than 11 Calendar Days prior to the certification end date that services shall not be authorized past the certification end date.

3.4. Level of Care Screen and Needs Assessment

3.4.1. Contractor shall perform all Initial and Annual Reassessment Level of Care Screens and Needs Assessments for the operation of a CMA in accordance with §25.5-6-104, C.R.S., 10 CCR 2505-10, Section 8.401, and 10 CCR 2505-10, Sections 8.7202.E et seq. and 8.7202.F et seq.

3.4.1.1. The Initial and Reassessment Level of Care Screen shall include and ensure, but not limited to, the following:

3.4.1.1.1. A verification of Long-Term Care (LTC) Medicaid Financial eligibility or LTC Medicaid application submission.

3.4.1.1.2. All Level of Care Screens are conducted in person with the individual or Member, at minimum, and in the place where the individual or Member resides.

3.4.1.1.3. Needs Assessments shall be conducted in person or virtually based on the Member's preference.

3.4.1.1.4. Contractor shall verify that a Member meets institutional level of care by receiving a PMIP signed by a medical professional and dated no earlier than six months from the certification start date and no later than 90 Calendar Days from the evaluation date of an Initial Level of Care Screen; and within 90 Calendar Days of the certification start date and before the certification end date for a Reassessment for all individuals and Members currently receiving services through Hospital Back-Up Unit (HBU), Nursing Facility (NF), Intermediate Care Facility for Individuals with Intellectual and Developmental Disabilities (ICF-IDD), and Program for All-Inclusive Care for the Elderly (PACE).

3.4.1.1.5. A review of all supportive information related to the Level of Care for the Member to include, but not limited to, documentation and interviews.

3.4.1.1.6. Communicating Level of Care Eligibility status to the appropriate eligibility site.

3.4.1.1.7. Representing the Department in all appeals relevant to a LTSS program eligibility.

3.4.1.1.8. A review of HCBS waiver Target Criteria for applicant or Member participation.

3.4.1.1.9. Determine individual or Member Level of Care Eligibility for enrollment in an HCBS Waiver, PACE, HBU, Nursing Facility admission, or ICF-IDD admission. Analyzing the information obtained to determine the most appropriate responses to the Level of Care Screen questions.

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3.4.1.1.10. Providing notice of action to Members of all appealable actions related to their eligibility in a LTSS program.

3.4.1.1.11. Documenting and maintaining Level of Care Screens and Needs Assessments, including all relevant information, utilizing the Department's prescribed system within the timeframes established in 10 CCR 2505-10, Sections 8.7202.E and 8.7202.F et seq.

3.4.2. Level of Care Screen

3.4.2.1. The LOC Screen shall include the following event types:

3.4.2.1.1. Initial

3.4.2.1.2. Reassessment

3.4.2.1.3. Off-Cycle Review

3.4.2.1.4. Waiting List

3.4.2.2. Contractor shall conduct an Initial LOC Screen prior to enrolling in the following programs:

3.4.2.2.1. HCBS Waivers

3.4.2.2.2. PACE

3.4.2.2.3. Nursing Facilities

3.4.2.2.4. Hospital Back-Up

3.4.2.2.5. ICF-IDD

3.4.2.3. Contractor shall conduct an Initial LOC Screen in accordance with 10 CCR 2505-10 8.7202.E.:

3.4.2.3.1. Hospital to HCBS

3.4.2.3.1.1. Contractor conducts and documents the LOC Assessment within 2 business days of receiving a LTSS LOC referral or another referral requesting a LOC Assessment.

3.4.2.3.1.2. LOC Eligibility Determination start date for Assisted Care Facility may be the date of referral on the LTSS LOC referral form received by the CMA.

3.4.2.3.1.3. Contractor generates a LOC Eligibility Determination in the Department's prescribed system within 2 business days of the LTSS LOC referral or another referral requesting a LOC Assessment.

3.4.2.3.1.4. Referral to LOC Eligibility Determination not to exceed 2 Business Days.

3.4.2.3.2. Hospital to Skilled Nursing Facility

3.4.2.3.2.1. Contractor conducts and documents the LOC Assessment and PASRR Level 1 Screen within 2 business days of receiving a LTSS LOC referral another referral requesting a LOC Assessment.

3.4.2.3.2.2. Contractor completes and documents the Nursing Facility Length of Stay form to indicate the length of stay necessary to meet the applicant's needs.

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3.4.2.3.2.3. LOC Eligibility Determination date may be the date of LTSS LOC referral form is received by the Contractor.

3.4.2.3.2.4. Contractor generates a LOC Eligibility Determination in the Department's prescribed system within 2 Business Days of the LTSS LOC Referral or another referral requesting a LOC assessment.

3.4.2.3.2.5. Referral to LOC Eligibility Determination not to exceed 2 Business Days.

3.4.2.3.2.6. Hospital timelines apply to any applicant in a hospital wanting to enroll in PACE and HBU.

3.4.2.3.3. Skilled Nursing Facility to HCBS

3.4.2.3.3.1. Contractor conducts and documents the LOC Assessment within 5 Business Days of the LTSS LOC referral date or another referral requesting a LOC Assessment.

3.4.2.3.3.2. Contractor generates a LOC Eligibility Determination in the Department's prescribed system within 5 Business Days of the LTSS LOC or another referral requesting a LOC Assessment.

3.4.2.3.3.3. Referral to LOC Eligibility Determination not to exceed 5 Business Days.

3.4.2.3.4. Skilled Nursing Facility payer source change

3.4.2.3.4.1. Contractor conducts and documents the LOC Assessment within 5 Business Days of the LTSS LOC referral date another referral requesting a LOC Assessment.

3.4.2.3.4.2. Contractor generates a LOC Eligibility Determinations in the Department's prescribed system within 5 Business Days of the LTSS LOC Referral or another referral requesting a LOC Assessment.

3.4.2.3.4.3. Referral to LOC Eligibility Determination not to exceed 5 Business Days.

3.4.2.3.5. HCBS to Skilled Nursing Facility

3.4.2.3.5.1. Contractor completes the LOC Assessment and PASRR Level 1 Screen within 10 Business Days of the LTSS LOC referral date or another referral requesting a LOC Assessment. Contractor completes the nursing facility length of stay form to indicate the length of stay necessary to meet the applicant's needs.

3.4.2.3.5.2. LOC Eligibility Determination start date will be the date of referral on the LTSS LOC referral form another referral requesting a LOC Assessment.

3.4.2.3.5.3. Contractor generates a LOC Eligibility Determination in the Department's prescribed system within 10 business days of the LTSS LOC referral or another referral requesting a LOC Assessment.

3.4.2.3.5.4. Referral to LOC Eligibility Determination not to exceed 10 Business Days.

3.4.2.3.6. HCBS Referral

3.4.2.3.6.1. Contractor completes the LOC Assessment within 10 Business Days of the LTSS LOC referral date another referral requesting a LOC Assessment.

3.4.2.3.6.2. LOC Eligibility Determination start date for Assisted Care Facility may be the date of referral on the LTSS LOC referral form received by the Contractor.

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3.4.2.3.6.3. Contractor generates a LOC Eligibility Determination in the Department's prescribed system within 10 Business Days of the LTSS LOC referral or another referral requesting a LOC Assessment.

3.4.2.3.6.4. Referral to LOC Eligibility Determination not to exceed 10 Business Days.

3.4.2.3.7. CMAs shall attempt to verify that a LTC Medicaid Application has been submitted after receiving a LTSS LOC referral but should not delay a LOC Assessment if the interview conducted to complete the CIST indicates that an applicant has not submitted a LTC Medicaid Application.

3.4.2.3.8. Hospital and Skilled Nursing Facility referrals do not require LTC Medicaid application verification.

3.4.2.4. The Initial Level of Care Screen shall include, but is not limited to the following:

3.4.2.4.1. A review of financial eligibility information

3.4.2.4.2. A review of the Level of Care Screen information

3.4.2.4.3. A review of relevant medical, educational, social, or other assessment records or information when applicable.

3.4.2.4.4. A review of all community living information and options as an alternative to nursing facility/institutionalized care.

3.4.3. Annual Level of Care Screen Reassessment

3.4.3.1. Contractor shall conduct an Annual Reassessment Level of Care Screen no earlier than 90 Calendar Days prior to and no later than 30 Calendar Days prior to the current Level of Care Screen certification end date.

3.4.3.2. An Off-Cycle Review event type shall be utilized when a Level of Care Screen is needed outside of the Annual Reassessment cycle, due to a material change in the Member's condition that can reasonably be expected to result in a change in the Level of Care or Target Criteria eligibility.

3.4.3.2.1. In the event Contractor fails to conduct the Annual Reassessment Level of Care Screen for a Member enrolled in a HCBS waiver, Contractor shall be responsible for reimbursing any providers for services rendered during the gap in eligibility.

3.4.3.2.2. Contractor shall follow 10 C.C.R. 2505-10, Section 8.7202.M et seq. when transferring a Member from one county to another county or from one Defined Service Area to another Defined Service Area.

3.4.3.2.3. Contractor shall take action regarding Member Medicaid eligibility within one Business Day of receipt from the eligibility site.

3.4.3.2.4. In the event Contractor fails to discontinue waiver services for a Member found ineligible for a HCBS waiver, Contractor shall be responsible for reimbursing any providers for services rendered.

3.4.4. **PERFORMANCE STANDARD**: 100% of Initial Level of Care Screen and Annual Level of Care Screen assessments are conducted within required timelines at 10 CCR 2505-10, Sections 8.7202.E et seq. and 8.7202.F et seq. and are entered into the Department prescribed system. The Level of Care Screen must be entered into the Department's prescribed system following the timelines at 10 CCR 2505-10 Section 8.7202.E et seq.

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3.4.4.1. Members shall be notified at the time of the eligibility decision that they have the right to appeal the actions of Contractor to 10 CCR 2505-10 Section 8.057 et seq. and 8.7202.R The notification shall include the right to request a fair hearing before an Administrative Law Judge.

3.4.5. Needs Assessment

3.4.5.1. Contractor shall conduct an Initial and Annual Needs Assessment for the following programs:

3.4.5.1.1. HCBS Waivers

3.4.5.2. Contractor shall conduct a Needs Assessment (Initial) prior to enrollment into a HCBS waiver, annually (Reassessment), and as needed (off-cycle) by the Member due to a material change of situation or condition that may reasonably result in a change in the support needs of the Member. Members who are financially eligible, who choose to enroll in HCBS waiver services, and who meet the required Level of Care for LTSS and waiver Target Criteria for one of more HCBS waivers must have a Needs Assessment conducted.

3.4.5.2.1. Contractor shall conduct a Needs Assessment with Members to determine the level of support needed and identify personal preferences and goals.

3.4.5.2.2. Contractor shall explain to the Member the option to respond to required questions only or the choice to answer additional voluntary questions in the Needs Assessment.

3.4.5.3. Contractor shall conduct and document a Needs Assessment for Members in accordance with the following timelines:

3.4.5.3.1. Within 15 Business Days after determination of Level of Care and Financial eligibility for HCBS Waivers.

3.4.5.3.2. The Needs Assessment shall be administered prior to the Person-Centered Support Plan being developed with the Member; however, both the Needs Assessment and Person-Centered Support Planning may occur during a single session with the Member. However, they may also be completed over two or more sessions, if the Member needs or prefers to do so.

3.4.5.3.3. The Needs Assessment shall be conducted at time, modality, and location convenient to the Member and should include people of the Member's identified preference.

3.5. At-Risk Diversion

3.5.1. Contractor shall:

3.5.1.1. Outreach the identified At-Risk Diversion individuals in conjunction with timelines determined by the Department to ensure basic health and safety needs in the community are being met to avoid nursing facility placement.

3.5.1.2. Initial Outreach shall include any Member's first occurrence on the at-risk determination list as indicated by the Department.

3.5.1.2.1. At-Risk Diversion activities shall include, but are not limited to:

3.5.1.2.2. Assessing the effectiveness of current support and services to determine if there is a need for additional resources, supports, and/or services.

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3.5.1.2.3. Support in assessing if the individual has become eligible for any other resources including community resources and other Medicaid resources.

3.5.1.2.4. Documenting all At-Risk Diversion activities in detail in the Department's prescribed system within 10 Business Days of the activity.

3.5.1.2.5. Maintaining all supporting documentation and make it available to the Department upon request.

3.5.1.2.5.1. **DELIVERABLE**: At-Risk Diversion Invoice

3.5.1.2.5.2. **DUE**: Monthly, by the 15th

3.6. Rapid Reintegration

3.6.1. Contractor shall initiate the Rapid Reintegration if applicable, during the LOC Assessment for Nursing Facility.

3.6.1.1. Contractor shall provide Members information about community-based services using the Member preference guide available on the Department's prescribed system and website.

3.6.1.2. Contractor shall complete the Rapid Reintegration within the Department's prescribed system if the Member expresses a desire to return to the community.

3.6.1.3. Contractor shall ensure the Rapid Reintegration includes the Rapid Reintegration barrier questions and either the Rapid Reintegration Plan or Rapid Referral as determined by the Department's prescribed system.

3.6.1.4. Contractor shall ensure that any referrals deemed necessary during the Rapid Reintegration process are completed within 2 Business Days of the LOC Assessment.

3.6.1.5. Contractor shall complete the post Rapid Reintegration satisfaction survey at the next scheduled contact with the Member or within 90 Calendar Days of the transition, whichever is earlier. The Rapid Reintegration survey shall be completed with any Member transitioning from a Nursing Facility to the community that received a Rapid Reintegration Plan or Rapid Referral.

3.6.1.6. **DELIVERABLE**: Rapid Reintegration Diversion Invoice

3.6.1.7. **DUE**: Monthly, by the 15th

3.7. Supports Intensity Scale-A Assessment

3.7.1. Contractor shall conduct a Supports Intensity Scale-A (SIS) assessment for all HCBS-DD and HCBS-SLS enrollments and reassessments when criteria set forth at 10 C.C.R. 2505-10 Section 8.612 et seq. are met. Contractor shall not be reimbursed for an SIS assessment prior to the individual being determined eligible for a waiver through the Level of Care Screen and confirmation of financial eligibility. Contractor shall not be reimbursed for SIS reassessments without prior authorization from the Department to conduct the SIS reassessment.

3.7.2. Contractor shall conduct all initial SIS Assessments within 60 Calendar Days from the date of the Initial Level of Care Screen. Contractor shall conduct all SIS reassessments within 60 calendar days from the date of approval from the Department.

3.7.3. Contractor shall enter the SIS Assessment into SIS-A Online within 65 Calendar Days of completing the Level of Care Screen.

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3.7.4. Contractor shall complete the SIS-A assessment and enter it into SIS-A Online prior to the Prior Authorization Review (PAR) Date.

3.8. HCBS-CES Applications

3.8.1. Contractor shall complete initial and CSR applications for persons applying for the HCBS-CES waiver as set forth by the Department's prescribed guidelines.

3.8.2. Initial HCBS-CES applications shall be submitted to the designated entity for review no more than 30 Calendar Days after the initial LOC is completed or no more than 30 Calendar Days after the Applicant/family has chosen enrollment onto the HCBS-CES waiver.

3.8.3. CSR HCBS-CES applications shall be submitted to the designated entity in accordance with timelines as set forth by the Department in order to prevent any break in services.

3.8.4. Contractor shall maintain all HCBS-CES applications and supporting documentation and make it available to the Department upon request.

3.9. HCBS-CHRP Support Need Level Assessment

3.9.1. Contractor shall conduct a Support Need Level Assessment for all HCBS-CHRP enrollments and re-assessments as set forth by the Department's prescribed guidelines.

3.9.2. Contractor shall conduct an initial Support Need Level Assessment within 45 Calendar Days from the date of the Initial Level of Care Screen. Contractor shall conduct all reassessments as necessary when individual's needs change.

3.9.3. Contractor shall submit a list of all completed HCBS-CHRP Support Need Level Assessments on a template prescribed by the Department.

3.9.3.1. **DELIVERABLE**: Completed HCBS-CHRP Support Need Level Assessment List

3.9.3.2. **DUE**: Monthly, by the 15th

3.9.4. Contractor shall maintain all Support Need Level Assessments and supporting documentation and make it available to the Department upon request.

3.9.4.1. **PERFORMANCE STANDAND**: Support Need Level Assessment

3.9.4.2. **DUE**: Within 10 Business Days of the Department's request

4. STATE GENERAL FUND PROGRAM OBLIGATIONS

4.1. Service and Support Requirements

4.1.1. Contractor shall administer the three State General Fund Programs: State SLS, OBRA-SS, and FSSP and purchase services and supports for persons determined to be eligible under this Contract. If Contractor has been determined to be the only willing and qualified provider by the Department for the Defined Service Area, Contractor must administer the State Programs and purchase and/or provide services and supports for persons determined to be eligible under this Contract. Contractor shall not be responsible for guaranteeing services to eligible persons under this Contract if there are no Providers available to provide services and supports. Contractor must ensure separation of case management responsibilities and the provision of services for both State SLS and OBRA-SS.

4.1.2. Contractor shall ensure that written notifications are provided to individuals and Members informing them of their rights and the potential influence Contractor has on the Service Planning process, such as exercising free choice of providers.

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4.1.3. Contractor shall provide the individual, Members, and/or guardian with written information about how to file a provider agency complaint as well as how to make a complaint against Contractor.

4.1.4. Contractor shall have procedures for a dispute resolution process, as described in 10 C.C.R. 2505-10, Section 8.7202.S et seq., when an action to terminate, change, reduce or deny services is initiated by the provider service agency.

4.2. State General Fund Service Expenditure Reporting

4.2.1. Contractor shall report all State SLS, FSSP, and OBRA-SS direct service expenditures on the template provided by the Department. All services must be reported and reimbursed within the fiscal year the service is provided.

4.2.1.1. **DELIVERABLE**: State General Fund Program Service Expenditure Reports

4.2.1.2. **DUE**: Monthly, by the 15th of each month or Fiscal Year end close date determined by the Department for the month of June.

4.2.2. Adjustments to direct service expenditures must be added to the next direct service expenditure report submitted by Contractor at the time of discovery. If the adjustment is identified after the close of the fiscal year the service is rendered, Contractor must report the adjustment to the Department within 10 Business Days of discovery and a check must be sent to the Department with the amount of the overpayment in addition to details about the overpayment to include member name, program, services, and dollar amount.

4.2.3. Contractor shall verify all services are supported with required documentation as required in 10 C.C.R. 2505-10 Sections 8.7560 et seq., 8.7561 et seq., and 8.7202.V et seq.

4.3. State Supported Living Services (State SLS)

4.3.1. General Requirements

4.3.1.1. Contractor shall operate the State SLS program pursuant to 10 C.C.R. 2505-10 Section 8.7560et seq.

4.3.1.2. Contractor shall not add surcharges to the purchase of covered services for State SLS.

4.3.1.3. Contractor shall provide a list of qualified providers for all services to Members and families, during the State SLS Individual Support Plan process, and to other interested parties upon request.

4.3.1.4. Contractor shall provide or coordinate with local service providers to provide community services to individuals enrolled in State SLS who meet the intellectual and developmental disabilities criteria and the eligibility requirements for the specific program required in 10 C.C.R. 2505-10 Section 8.7560 et seq.

4.3.1.5. The Department will notify Contractor of the target number of individuals that shall be served through State SLS prior to the start of each State Fiscal Year (SFY). Contractor may choose to enroll more individuals in State SLS than authorized, ensuring all individuals can be served within the funding allocated. Target caseload is calculated using the unique number of members that receive direct services during the contract period.

4.3.2. State SLS Eligibility

4.3.2.1. Contractor shall determine eligibility for the State SLS program pursuant to 10 C.R.S. 2505-10 Section 8.7560.B et seq.

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4.3.2.2. Eligibility for the State SLS program does not guarantee the availability of services and supports.

4.3.3. State SLS Individual Support Plans

4.3.3.1. Pursuant to 10 C.R.S. 2505-10 Section 8.7560.D et seq. all State SLS Members must have a State SLS ISP.

4.3.3.2. Contractor shall develop a State SLS Individual Support Plan (State SLS ISP) within 10 Business Days after an initial Individual Support Plan (ISP) meeting for those individuals not established with Contractor and with a Developmental Disability determination at time of referral. Contractor shall have up to 10 Business Days to complete additional meetings and/or assessments that allow for the creation of the State SLS ISP during this time. Contractor shall ensure the State SLS ISP is signed by all required parties prior to implementation.

4.3.3.3. The State SLS ISP shall be developed through an in-person meeting that includes, at a minimum, the individual seeking services and Contractor.

4.3.3.4. Contractor shall utilize the ISP within the Department's prescribed system.

4.3.3.5. Contractor shall document and finalize all ISP information in the Department's prescribed system within 10 Business Days of the date of the initial ISP meeting.

4.3.3.5.1. **PERFORMANCE STANDARD**: Contractor shall ensure that 100% of the State SLS ISPs are developed within 10 Business Days of the individual's referral to a State General Fund program or after the initial ISP meeting.

4.3.3.6. The State SLS ISP shall be effective for no more than one year and reviewed by Contractor at least every six months in an in-person monitoring contact.

4.3.3.7. If an individual seeks additional supports or alleges a change in need, Contractor shall review and update the ISP prior to changing the authorized services and supports.

4.3.4. State SLS Ongoing Case Management

4.3.4.1. Contractor shall utilize appropriated funds to perform Case Management duties in accordance with 10 C.C.R. 2505-10 Section 8.7560.E et seq.:

4.3.4.1.1. Intake and referral.

4.3.4.1.2. Determining program eligibility.

4.3.4.1.3. Supporting individuals with learning and accessing other community resources.

4.3.4.1.4. Developing a State SLS Individual Support Plan.

4.3.4.1.5. Maintaining the determination of eligibility for services and supports.

4.3.4.1.6. Providing service and support authorization and coordination.

4.3.4.1.7. Program transition coordination.

4.3.4.1.8. Case Management, policy, and regulation training.

4.3.4.1.9. Service records maintenance.

4.3.4.1.10. Utilization review.

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4.3.4.2. Contractor shall document all ongoing case management activities in detail in the Department's prescribed system within 10 Business Days of the activity.

4.3.4.3. The use of mass email communication, robotic and/or automatic voice messages cannot be used to replace Contractor's required individualized case management activities.

4.3.4.4. State SLS Monitoring

4.3.4.4.1. State SLS Monitoring shall be person centered and include at least one in person contact with the Member and three additional monitoring contacts per year using the individual's selected modality; in person or virtual and should be discussed and determined based on Member preference and need.

4.3.4.4.1.1. The Member's selected modality must be documented within the case notes for each monitoring contact within the Department's prescribed system.

4.3.4.4.2. State SLS Monitoring activities shall include, but not be limited to:

4.3.4.4.2.1. Monitoring all services and supports delivered pursuant to the State SLS Individual Support Plan.

4.3.4.4.2.2. Assessing the effectiveness of the State SLS supports and services.

4.3.4.4.2.3. Assessing if additional State SLS supports and services are needed.

4.3.4.4.2.4. Support in assessing if the individual has become eligible for any other resources including community resources and other Medicaid resources.

4.3.4.4.2.5. Reviewing health and safety concerns.

4.3.4.4.2.6. Reviewing any Critical Incidents.

4.3.4.4.3. Contractor shall document all monitoring activities in detail in the Department's prescribed system within 10 Business Days of the activity.

4.3.4.4.3.1. PERFORMANCE STANDARD: 100% of monitoring activities shall occur at the required quarterly interval.

4.3.4.5. State SLS Transfers

4.3.4.5.1. Contractor shall manage State SLS transfers in accordance with 10 C.R.S 2505-10 Section 8.7560.F et seq.

4.3.4.6. State SLS Direct Services

4.3.4.6.1. Contractor shall utilize appropriated funds to provide or subcontract with providers to provide services to support individuals with an intellectual and developmental disability living in the community in accordance with 10 C.C.R. 2505-10 Section 8.7560.H.

4.3.4.7. State SLS Records Maintenance

4.3.4.7.1. Contractor shall maintain supporting documentation capable of substantiating all expenditures and shall make it available to the Department upon request as required in 10 C.C.R. 2505-10 Section 8.7560.H et seq.

4.3.4.7.2. Receipts, invoices, and service logs must contain, at a minimum: Member name, service description, provider name, first and/or last date of service, service rate, and amount due or paid.

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4.3.4.7.3. If Contractor does not maintain supporting documentation in the required format for all services rendered, the Department may recover these funds pursuant to 10 C.C.R. 2505-10 Section 8.076 et seq.

4.3.4.7.4. Through ongoing monitoring, Contractor shall ensure all services reimbursed by Contractor are rendered by service providers in accordance with the State SLS Individual Support Plan.

4.3.4.7.5. Contractor shall attempt to resolve any discrepancies with the service provider directly.

4.3.4.7.6. Contractor shall notify the Department of any instances of suspected fraud or waste, and any supporting documentation at the time of discovery.

4.3.4.7.7. Contractor shall notify all service providers that all records and supporting documentation related to services rendered through State SLS are subject to inspection and recovery by the Department pursuant to 10 C.C.R. 2505-10 Section 8.076 et seq.

4.4. Omnibus Budget Reconciliation Act of 1987 Specialized Services (OBRA-SS)

4.4.1. Contractor shall provide or arrange for the provision of OBRA-SS to any individual where the Pre-Admission Screening and Resident Review (PASRR) Level II Evaluation identified the need for placement into a nursing facility and need for additional specialized services. Contractor shall ensure the OBRA-SS being provided are listed on the individual's Notice of Determination (NOD). Contractor shall ensure that OBRA-SS are related to the individual's intellectual or developmental disability or related condition and individualized to the resident's needs.

4.4.2. PASRR Level II Evaluation

4.4.2.1. Contractor will review the PASRR Level II Evaluations received from the Skilled Nursing Facility or State appointed vendor prior to developing an OBRA-SS Individual Support Plan or providing services.

4.4.3. Maintaining Eligibility and Enrollment

4.4.3.1. Contractor shall enroll individuals into OBRA-SS, if the individual resides in a nursing facility, demonstrates a need, and agrees to receive services.

4.4.3.2. Upon approval of the nursing facility admission by the State Intellectual Disability Authority and receipt of the Final Notice of Determination, Contractor shall send referrals to providers for OBRA-SS within 10 Business Days from the date the PASRR Notice of Determination is issued and/or received from the Skilled Nursing Facility or State appointed vendor.

4.4.3.3. Contractor shall maintain Member records within the Department prescribed system. All changes to OBRA-SS enrollments, shall be entered into the Department prescribed system within 10 Business Days of the change. The Department may adjust the number of authorized enrollments based on fluctuating enrollments. If the individual does not receive OBRA-SS within one calendar month Contractor shall inactivate the individual's record in the Department prescribed system.

4.4.4. OBRA-SS Individual Support Plans

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4.4.4.1. Contractor shall develop an OBRA-SS Individual Support Plan (ISP) within 10 Business Days after an initial ISP meeting for those individuals not established with Contractor and with a Developmental Disability determination at time of referral. Contractor shall have up to 10 Business Days to complete additional meetings and/or assessments that allow for the creation of the OBRA-SS ISP during this time. Contractor shall ensure the OBRA-SS ISP is signed by all required parties prior to implementation.

4.4.4.2. The OBRA-SS ISP shall be developed through an in-person meeting that includes, at a minimum, the individual seeking services and Contractor.

4.4.4.3. Contractor shall utilize the ISP template within the Department's prescribed System.

4.4.4.4. Contractor shall document and finalize all ISP information in the Department's prescribed system within 10 Business Days of the date of the initial ISP meeting.

4.4.4.4.1. **PERFORMANCE STANDARD:** Contractor shall ensure that 100% of the OBRA-SS Individual Support Plans are developed within 10 Business Days of the individual's referral to a State General Fund program or after the initial ISP meeting.

4.4.4.5. The OBRA ISP shall be effective for no more than one year and reviewed by Contractor at least every six months in an in-person monitoring contact.

4.4.4.6. If a member seeks additional supports or alleges a change in need, Contractor shall review and update the ISP prior to changing the authorized services and supports.

4.4.4.7. Contractor shall maintain all OBRA-SS ISPs and supporting documentation and make them available to the Department upon request.

4.4.5. OBRA-SS Ongoing Case Management

4.4.5.1. Contractor shall utilize appropriated funds to perform Case Management duties to include:

4.4.5.1.1. Intake and referral.

4.4.5.1.2. Verifying a PASRR Level II Evaluation and Skilled Nursing Facility residency.

4.4.5.1.3. Developing an OBRA-SS Individual Support Plan.

4.4.5.1.4. Maintaining the determination of eligibility for services and supports.

4.4.5.1.5. Providing service and support authorization and coordination.

4.4.5.1.6. Ensuring there is not a duplication of authorized services with the services provided in the nursing facility.

4.4.5.1.7. Program transition coordination.

4.4.5.1.8. Service records maintenance.

4.4.5.1.9. Case Management, policy, and regulation training.

4.4.5.1.10. Utilization review.

4.4.5.2. Contractor shall document all ongoing case management activities in detail in the Department's prescribed system within 10 Business Days of the activity.

4.4.5.3. The use of mass email communication, robotic and/or automatic voice messages cannot be used to replace Contractor's required individualized case management activities.

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4.4.6. OBRA-SS Monitoring

4.4.6.1.1. Monitoring shall be person centered and include at least one in person contact with the Member and three additional monitoring contacts per year using the individual's selected modality; in person or virtual and should be discussed and determined based on Member preference and need. The Member's selected modality must be documented within the narrative for each monitoring contact within the Department's prescribed system.

4.4.6.2. Monitoring activities shall include but not be limited to:

4.4.6.2.1. Monitoring all services and supports delivered pursuant to the OBRA-SS ISP.

4.4.6.2.2. Assessing the effectiveness of the supports and services.

4.4.6.2.3. Assessing if additional supports and services are needed.

4.4.6.2.4. Support in assessing if the individual has become eligible for any other resources including community resources or other Medicaid resources.

4.4.6.2.5. Reviewing health and safety concerns.

4.4.6.2.6. Reviewing any Critical Incidents.

4.4.6.3. Contractor shall document all monitoring activities in detail in the Department's prescribed system within 10 Business Days of the activity.

4.4.6.3.1. **PERFORMANCE STANDARD:** 100% of monitoring activities shall occur at the required quarterly interval.

4.4.7. OBRA-SS Direct Services

4.4.7.1. Contractor shall not utilize OBRA-SS funds to purchase mental health related services. Contractor shall seek provision of, or payment for, mental health services for those individuals through the Medicaid-funded mental health system or other local sources of funding.

4.4.7.2. Contractor shall not utilize or authorize OBRA-SS funds to provide or purchase services and supports that are covered and provided by the nursing facility.

4.4.7.3. Contractor shall utilize appropriated funds to provide services or coordinate with a provider to support individuals with intellectual and developmental disabilities living in a nursing facility. Contractor shall not utilize funding for services that are provided by the Nursing Facility through Medicaid reimbursement. Services eligible through OBRA include:

4.4.7.3.1. Assistive Technology

4.4.7.3.2. Behavioral Consultation

4.4.7.3.3. Behavioral Line Services

4.4.7.3.4. Behavioral Counseling

4.4.7.3.5. Behavioral Counseling Group

4.4.7.3.6. Behavioral Plan Assessment

4.4.7.3.7. Day Habilitation - Specialized Habilitation

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4.4.7.3.8. Day Habilitation - Supported Community Connections

4.4.7.3.9. Dental – Basic

4.4.7.3.10. Dental – Major

4.4.7.3.11. Mileage

4.4.7.3.12. Other Public Conveyance

4.4.7.3.13. Prevocational Services

4.4.7.3.14. Recreational Facility Fees/Passes

4.4.7.3.15. Job Coaching – Individual

4.4.7.3.16. Job Coaching – Group

4.4.7.3.17. Job Development – Individual

4.4.7.3.18. Job Development – Group

4.4.7.3.19. Job Placement

4.4.7.3.20. Vision

4.4.7.4. Services must be provided in accordance with the service definitions found in 10 C.C.R. 2505-10 Section 8.7500 et seq.

4.4.8. OBRA-SS Records Maintenance

4.4.8.1. Contractor shall maintain supporting documentation capable of substantiating all expenditures and shall make it available to the Department upon request as required in 10 C.C.R. 2505-10 Section 8.130.2 et seq.

4.4.8.1.1. Receipts or invoices must contain, at a minimum: Member name, service description, provider name, first and/or last date of service, service rate, and amount due or paid.

4.4.8.2. If Contractor does not maintain supporting documentation in the required format for all services rendered, the Department may recover these funds pursuant to 10 C.C.R. 2505-10 Section 8.076 et seq.

4.4.8.3. Through ongoing monitoring, Contractor shall ensure all services reimbursed by Contractor are rendered by service providers in accordance with the OBRA-SS Individual Support Plan.

4.4.8.4. Contractor shall attempt to resolve any discrepancies with the service provider directly.

4.4.8.5. Contractor shall notify the Department of any instances of suspected fraud and any supporting documentation at the time of discovery.

4.4.8.6. Contractor shall notify all service providers that all records and supporting documentation related to services rendered through OBRA-SS are subject to inspection and recovery by the Department pursuant to 10 C.C.R. 2505-10 Section 8.076 et seq.

4.4.8.7. Mental Health Services Prohibited

4.4.8.7.1. Contractor shall not utilize state funds to purchase mental health related services for individuals with intellectual disabilities who are Medicaid eligible and who also have a Medicaid covered mental health diagnosis.

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4.4.8.7.2. Contractor shall seek provision of, or payment for, mental health services for those individuals through the Medicaid funded mental health system or other local sources of funding.

4.5. Family Support Services Program (FSSP)

4.5.1. Contractor shall administer and provide or purchase Family Support Services pursuant to §25.5-10-305, C.R.S. and 10 C.C.R. 2505-10 Section 8.7561 et seq.

4.5.2. Eligibility, Needs Assessment, and Prioritization of Families

4.5.2.1. Contractor shall determine individual eligibility for the FSSP pursuant to 10 C.R.S 2505-10 Section 8.7561.C.

4.5.2.2. After FSSP eligibility has been determined, Contractor shall conduct an FSSP Needs Assessment prior to authorizing services. Contractor shall develop a Needs Assessment Tool that is, at a minimum, inclusive of all requirements outlined in 10 C.C.R 2505-10 Section 8.7561.F and have documented scoring criteria for the tool. The tool shall be included in Contractor's policies and procedures.

4.5.2.2.1. **DELIVERABLE**: Needs Assessment Tool Template and Scoring Criteria

4.5.2.2.2. **DUE**: Annually, by August 15th

4.5.2.3. Any revisions to the needs assessment tool template and scoring criteria must be submitted to the Department within 10 Business Days of the updated tool being implemented.

4.5.2.4. Contractor shall assess all families, both on the waiting list as "As Soon as Available" and currently receiving FSSP services, for level of need on an annual basis in accordance with 10 CCR 2505 Section 8.7561.F et seq.

4.5.2.5. Contractor shall document all completed FSSP Needs Assessments within the Department's prescribed system within 10 Business Days of completion of the assessment.

4.5.2.6. Contractor shall maintain all Needs Assessment documentation and make it available to the Department upon request.

4.5.2.7. The Department will notify Contractor of the target number of individuals that shall be served through FSSP prior to the start of each State Fiscal Year (SFY). Contractor may choose to enroll more individuals in FSSP than targeted, ensuring all individuals can be served within the funding allocated. Target caseload is calculated using the unique number of members that receive direct services during the contract period.

4.5.3. Family Support Plans (FSP)

4.5.3.1. Contractor shall ensure that individuals and families enrolled in the FSSP have an individualized Family Support Plan (FSP) which meets the requirements of an Individualized Plan, as defined in Section 25.5-10-202 et seq. and 25.5-10-211 C.R.S prior to receiving services.

4.5.3.2. Contractor shall develop the FSP within 10 Business Days after an initial Individualized Support Plan (ISP) meeting for those individuals not established with Contractor and with a Developmental Disability or Delay Determination at the time of referral. Contractor shall ensure the FSP is signed by all required parties prior to implementation.

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4.5.3.3. The FSP shall be developed through by, at a minimum, a family representative, and Contractor.

4.5.3.3.1. Contractor shall ensure that FSPs are developed within 10 Business Days of the Most in Need Assessment being authorized.

4.5.3.4. The FSP shall be effective for no more than one year.

4.5.3.5. If the Member seeks additional supports or alleges a change in need, Contractor shall review and update the FSP prior to changing the authorized services and supports.

4.5.3.6. Contractor shall document and finalize all FSP information in the Department's prescribed system within 10 Business Days of the initial FSP meeting.

4.5.4. FSSP Ongoing Case Management

4.5.4.1. Pursuant to 10 C.R.S 2505-10 Section 8.7561.G Contractor shall provide case management for the FSSP, to include coordination of services provided for individuals with an IDD or Developmental Delay that consists of facilitating enrollment, assessing needs, locating, coordinating, and monitoring needed FSSP funded services, and monitoring the effective and efficient provision of services across multiple funding sources.

4.5.4.2. Contractor shall not charge families to provide direct services and case management for Family Support Services.

4.5.4.3. Contractor shall provide a list of qualified providers for appropriate services to applicants, Member(s), and families, during the individualized planning process, and to other interested parties upon request.

4.5.4.4. Contractor shall utilize appropriated funds to perform case management duties in accordance with 10 CCR 2505 8.7561.G et seq. to include:

4.5.4.4.1. Development, application assistance, and annual re-evaluation of the Family Support Plan (FSP) which shall be conducted at least once per year and include making changes to the FSP as indicated.

4.5.4.4.2. Providing service authorization and support coordination to include but not limited to assessing the effectiveness of FSSP supports and services.

4.5.4.4.3. Ensuring all services and supports are delivered in accordance with the FSP.

4.5.4.4.4. Coordinating with families to obtain required documentation for services.

4.5.4.4.5. Supporting the individual in assessing eligibility for other community and/or Medicaid resources.

4.5.4.4.6. Program transition coordination.

4.5.4.4.7. Service records maintenance.

4.5.4.4.8. Case Management, policy, and regulation training.

4.5.4.4.9. Utilization review.

4.5.4.5. Contractor shall document all ongoing case management activities in detail in the Department's prescribed system within 10 Business Days of the activity.

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4.5.4.6. The use of mass email communication, robotic and/or automatic voice messages cannot be used to replace Contractor's required individualized case management activities.

4.5.5. FSSP Direct Services

4.5.5.1. Contractor shall utilize appropriated FSSP funds to purchase services and/or reimburse or advance funds to families for expenses that are incurred as a result of supporting the family and/or individual with an intellectual or developmental disability or delay living in the family home.

4.5.5.2. Contractor shall only authorize and advance or reimburse services that are needed as a result of the individual's Intellectual and Developmental Disability or Developmental Delay and shall not be approved if the need is a typical age-related need. The correlation between the need and the disability must be documented in the FSP.

4.5.5.3. Contractor shall ensure that all services are provided in the most cost-effective manner, meaning the least expensive manner to meet the need.

4.5.5.4. Contractor shall ensure that all services are authorized pursuant to the FSP.

4.5.5.5. Contractor shall utilize FSSP funds to provide funding to families for expenses referenced in §25.5-10-305(a-j), C.R.S and 10 C.R.S. 2505-10 Section 8.7561.D Contractor shall not authorize or provide any service that is not outlined in these regulations.

4.5.5.6. Contractor shall ensure the authorized services through FSSP are not duplicative of other resources the family has access to, including HCBS waivers, third party insurance, etc.

4.5.5.7. Contractor shall prioritize funding for the FSSP pursuant to 10 C.R.S 2505-10 Section 8.7561.F et seq.

4.5.6. Family Support Council

4.5.6.1. Contractor shall establish and maintain a Family Support Council (FSC) pursuant to §25.5-10-304 et seq., C.R.S. and 10 C.C.R. 2505-10 Section 8.7561.B et seq.

4.5.6.2. Contractor shall ensure that the FSC is comprised primarily of individuals in services, family members, and guardians of individuals enrolled in FSSP.

4.5.6.3. Contractor shall submit a list of FSC members annually.

4.5.6.3.1. **DELIVERABLE**: FSC Member List

4.5.6.3.2. **DUE**: Annually, by August 15th

4.5.6.4. Contractor shall notify the Department in writing of any changes to the FSC within 10 Business Days.

4.5.6.4.1. **DELIVERABLE**: FSC Member Updates

4.5.6.4.2. **DUE**: Within 10 Business Days of the date of change to the FSC members

4.5.6.5. Contractor shall provide orientation and training to all FSC members on the duties and responsibilities of the FSC. The training and orientation shall be documented with a record of the date of the training, who provided the training, training topic, and names of attendees. Contractor shall make the training and orientation materials available to the Department upon request.

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4.5.6.6. Contractor shall ensure the FSC fulfills all duties outlined in 10 C.C.R. 2505-10 Section 8.7561.B et seq. Contractor shall document the meeting minutes and submit them to the Department. Contractor shall maintain all supporting documentation related to an FSC meeting and make it available to the Department upon request.

4.5.6.6.1. **DELIVERABLE**: FSC Meeting Minutes

4.5.6.6.2. **DUE**: Monthly, by the 15th of each month and by June 30th

4.5.7. FSSP Evaluation

4.5.7.1. In coordination with the FSC, Contractor shall be responsible for evaluating the effectiveness of the FSSP on an annual basis. Contractor shall ensure the annual program evaluation addresses all areas required in 10 CCR 2505-10 Section 8.7561.I et seq.

4.5.7.2. Contractor shall provide the Annual Evaluation Report to the Department for review and approval.

4.5.7.2.1. **DELIVERABLE**: Annual Evaluation Report

4.5.7.2.2. **DUE**: Annually, by June 1st

4.5.8. FSSP Annual Program Report

4.5.8.1. Contractor shall create and submit an FSSP Annual Program Report to the Department. The FSSP Program Report shall contain all requirements outlined in 10 CCR 2505-10 Section 8.7561.K et seq. Council member signatures approving the report must be submitted as a separate attachment to the Annual Program Report. Contractor must ensure the Annual Program Report does not contain Member PHI.

4.5.8.2. Contractor shall provide the FFS Program Report to the Department for review and approval.

4.5.8.2.1. **DELIVERABLE**: FSSP Annual Program Report and Council Signature Page

4.5.8.2.2. **DUE**: Annually, by October 1st

4.5.9. FSSP Records Maintenance

4.5.9.1. Contractor shall maintain supporting documentation capable of substantiating all expenditures and reimbursements made to providers, Members and/or families.

4.5.9.2. When Contractor purchases services or items directly for Members and/or families, Contractor shall:

4.5.9.2.1. Maintain receipts or invoices from the service provider and documentation demonstrating that the provider was paid by Contractor.

4.5.9.2.1.1. Receipts or invoices must contain, at a minimum: Member and/or family name, provider name, first and/or last date of service, item(s) or service(s) purchased, item(s) or service(s) cost and amount due or paid.

4.5.9.3. When Contractor reimburses Members and/or families for services or items, Contractor shall:

4.5.9.3.1. Ensure the Member and/or family provides Contractor with receipts or invoices prior to reimbursement.

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4.5.9.3.1.1. Maintain receipts or invoices from the Member and/or family, and documentation demonstrating that the individual and/or family was reimbursed by Contractor.

4.5.9.3.2. Ensure all receipts or invoices provided by the Members and/or family contain, at a minimum: Member and/or family name, provider name, first and/or last date of service, item(s) or service(s) purchased, items(s) or service(s) cost, and amount paid.

4.5.9.4. When Contractor provides funding to Members and/or families for the purchase of services or items in advance, Contractor shall include, but is not limited to:

4.5.9.4.1. Establish policies and procedures outlining Contractor's processes for advancing funds, ensuring supporting documentation is received by the Member and/or family, and remedial action steps Contractor will take if supporting documentation is not received. The policies and procedures shall identify timelines and shall be made available to the Department upon request.

4.5.9.4.2. Notify the Member and/or family that they are required to submit invoices or receipts to Contractor of all purchases made prior to the close of the State Fiscal Year.

4.5.9.4.3. Ensure the Member and/or family provides Contractor with receipts or invoices.

4.5.9.4.4. Maintain receipts or invoices from the Members and/or family, and documentation demonstrating that the Members and/or family was provided with advanced funds by Contractor.

4.5.9.4.4.1. Ensure all receipts or invoices provided by the Members and/or family contain, at a minimum: Members and/or family name, provider name, first and/or last date of service, item(s) or service(s) purchased, items(s) or service(s) cost, and amount paid.

4.5.9.4.5. Contractor shall ensure the documentation received by the Member and/or family indicates that the amount was paid.

4.5.9.4.6. If a Member and/or family does not submit invoices or receipts, Contractor shall document all attempts to obtain receipts or paid invoices and any remedial action taken. Contractor shall make all supporting documentation available to the Department upon request.

4.5.9.4.7. If Contractor cannot provide supporting documentation as described in this section, the Department may recover any unsubstantiated expenditure from Contractor.

4.5.9.5. Contractor shall ensure supporting documentation is recorded for all FSSP dollars for multiple family services to include a detailed description of the service provided and the date(s) of service.

4.5.9.5.1. Contractor shall ensure all program expenses related to multiple family expenses can be substantiated through time tracking, wage costs, benefit costs, or any other supporting documentation to verify expenses related to proving the services.

5. DATA ENTRY, DATA MONITORING, AND OVERSIGHT

5.1. Individual/Member Records

5.1.1. Contractor shall:

5.1.1.1. Comply with all reporting and billing policies and procedures established by the Department, document individual and Member records within the Department's

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prescribed systems and adhere to the system requirements provided by the Department for these systems. Systems include, but are not limited to, the Colorado interChange Medicaid Management Information System (MMIS) and its subsystems: Bridge HCBS PAR subsystem and the Care and Case Management (CCM) System. Contractor shall have access to member eligibility, PAR, and claims data through reporting provided through a COGNOS data query application.

5.1.1.2. Maintain individual and Member records within the Department's prescribed systems for the purposes of individual and Member information management.

5.1.1.3. Maintain accurate and detailed documentation of all case management and State General Fund Program activities required through the Contract.

5.1.1.4. Maintain accurate and detailed supporting documentation of all activities required through this Contract to substantiate reimbursement and make all documentation available to the Department upon request if not documented within the Department's prescribed systems.

5.1.1.5. Correct 100% of data errors discovered by the Department and confirm the accuracy of the data entered into the Department prescribed system within 10 Business Days of notification from the Department of an error.

5.1.1.5.1. **PERFORMANCE STANDARD:** 100% of data errors corrected within 10 Business Days of notification.

5.1.1.6. Develop and implement a plan to conduct, at minimum, an annual data integrity review. That includes, but is not limited to, the following:

5.1.1.6.1. Member program records completeness and accuracy as directed by the Department.

5.1.1.6.2. Member demographic information completeness and accuracy.

5.1.1.6.3. Member care team provider and team staff accuracy and completeness, as directed by the Department.

5.1.1.7. **DELIVERABLE**: Data Integrity and Data Quality Policies and Procedures

5.1.1.8. **DUE**: Annually, October 1st after the Contract Start Date or within 10 Business Days as revisions are made.

5.2. Systems Access and Training

5.2.1. Contractor shall develop and implement policies and procedures to internally oversee data integrity and data quality to include but not limited to how Contractor will:

5.2.1.1. Ensure all staff receive the required systems training as specified in this Contract.

5.2.1.2. Be responsible for management of user access and timely revocation for required systems to include the CCM, MMIS, Bridge, COGNOS, and PeakPro.

5.2.1.3. Ensure all provision forms are reviewed and submitted accurately and completely within at least 14 Calendar Days prior to needing access. Any forms submitted without all necessary information are subject to resubmission and delay.

5.2.1.4. Ensure all revocation forms are submitted immediately upon knowledge of license user's separation of employment.

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5.2.1.5. Conduct an internal audit of all provisioned user licenses monthly or quarterly to ensure that the list of users is up to date, permissions are accurate, and revocation forms are submitted in a timely manner.

6. ACCOUNTING

6.1. Contractor's accounting methods shall conform to the standards of Generally Accepted Accounting Principles (GAAP), and any updates thereto, throughout the Term of the Contract.

6.2. Contractor shall establish and maintain internal control systems and standards that apply to the operation of the organization.

6.3. Contractor shall assure, all financial documents are filed in a systematic manner to facilitate audits, all prior years' expenditure documents are maintained for use in the budgeting process and for audits, and records and source documents are made available to the Department, its contracted representative, or an independent auditor for inspection, audit, or reproduction.

6.4. Contractor shall establish any necessary cost accounting systems to identify the application of funds and record the amounts spent.

6.5. Contractor shall document all transactions and funding sources, and this documentation shall be available for examination by the Department within 10 Business Days of the Department's request.

6.5.1. **DELIVERABLE**: Transaction and Funds Documentation

6.5.2. **DUE**: Within 10 Business Days of the Department's Request

7. SUBRECIPIENT STATUS AND REQUIREMENTS

7.1. Contractor has been determined to be a Subrecipient under 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); Final Rule (the "Final Rule"), released December 26, 2013, and subsequently updated, and thus shall be required to follow all requirements and guidance contained in the Final Rule.

7.2. Single Audits

7.2.1. Under the Final Rule, all Non-Federal Entities, as defined in the Final Rule, expending $1,000,000.00 or more from all federal sources (direct or from pass-through entities) must have a single or program-specific audit conducted for that year in accordance with Subpart F of the Final Rule.

7.2.2. Contractor shall notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed $1,000,000.00.

7.2.3. If the expected or actual expenditures of federal assistance from all sources do not equal or exceed $1,00,000.00 Contractor shall provide an attestation to the State that they do not qualify for a Single Audit.

7.2.4. Pursuant to the Final Rule §200.512 (a)(1) the Single Audit must be completed and submitted to the Department within the earlier of 30 Calendar Days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or federal holiday, the reporting package is due the next Business Day.

7.2.4.1. **DELIVERABLE**: Single Audit

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7.2.4.2. **DUE**: Within the earlier of 30 Calendar Days after receipt of the auditor's report(s), or nine months after the end of the audit period

7.2.5. If Contractor did not receive enough federal funds to require a Single Audit, Contractor shall submit an attestation form stating a Single Audit was not required utilizing the Department's template.

7.2.5.1. **DELIVERABLE**: Attestation Form

7.2.5.2. **DUE**: Within the earlier of 30 Calendar Days after receipt of the auditor's report(s), or nine months after the end of the audit period

7.2.6. The audit period shall be Contractor's fiscal year.

7.3. Treatment of Funds

7.3.1. All funding identified as a subaward with matching federal dollars received through this Contract is subject to the requirements within Uniform Guidance.

7.3.1.1. All subawards must be used on allowable expenses associated with performing the activities outlined in this Contract and on allowable expenses per Uniform Guidance.

7.3.1.2. Any subawards not used on the activities outlined in this Contract is subject to recovery at the end of the Period of Performance as identified by the Department.

7.4. Subcontracting Subawards

7.4.1. Contractor shall ensure any Subcontractors performing activities outlined in this Contract on behalf of the Contractor fulfill all obligations outlined within this Contract and all obligations of a subrecipient.

8. FINANCIAL TRANSPARENCY

8.1. Contractor shall comply with all transparency requirements pursuant to C.R.S. Title 25.5-6-1708.

8.2. Contractor shall ensure all documents are available on Contractor's website in an easily accessible location and format. Board of Director or Governing Body Changes

8.2.1. Contractor shall notify the Department in writing of any changes to the Board of Directors or Governing Body within 10 Business Days.

8.2.1.1. **DELIVERABLE**: Written notification of changes to Board of Director or Governing Body membership

8.2.1.2. **DUE**: Within 10 Business Days of the effective date

9. COMPENSATION AND INVOICING

9.1. State General Fund Program Allocations

9.1.1. The Department will notify Contractor in writing of Contractor's individual allocation for State SLS, OBRA-SS, and FSSP for each State Fiscal Year.

9.1.2. Reimbursement for activities and services performed by Contractor shall not exceed the maximum amount identified in Contractor's individual allocation. Activities and services must be rendered during the State Fiscal Year.

9.1.3. The Department, in its sole discretion, may increase or decrease Contractor's individual allocations under this Contract by notifying Contractor's Representative. Increases or decreases in the amount of State funding during the term of this Contract may be made by

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written notice by the Department to Contractor or by amendment of the Contract. The circumstances may include but shall not be limited to:

9.1.3.1. If necessary to fully utilize program appropriations.

9.1.3.2. Adjustments to reflect prior year final contract utilization and current year expenditures.

9.1.3.3. Supplemental appropriation changes resulting in an increase or decrease in the amounts originally appropriated and available for the purposes of this program.

9.1.3.4. Closure of programs and/or termination of related contracts.

9.1.3.5. Delay or difficulty in implementing new programs or services.

9.1.3.6. Other special circumstances as deemed necessary by the Department.

9.1.3.7. Changes in Member utilization due to changing needs, new enrollments, terminations, and/or delays in services.

9.1.3.8. Target caseloads not being met.

9.2. State General Fund Program Target Caseloads

9.2.1. The Department will notify Contractor in writing of the target number of individuals that shall be served in State SLS, OBRA-SS, and FSSP prior to the start of each State Fiscal Year.

9.2.2. Contractor may choose to enroll more individuals in State SLS, OBRA-SS, and FSSP than authorized, ensuring all individuals can be served within the funding allocated.

9.2.3. Target caseload is calculated by the Department using the unique number of members that receive direct services during the contract period.

9.2.4. Contractor shall enroll members into OBRA-SS if the need for services is identified through the PASRR Level II and shall notify the Department if sufficient funding is not available in Contractor's individual allocation to support the individual's needs or to enroll a Member into the program.

9.2.5. Contractor shall redirect unallocated funding from one State General Fund program to another to fully utilize funding allocated and best serve member needs within the Defined Service Area. Contractor shall notify the Department if Contractor cannot use all of the funding allocated for State General Fund programs or if Contractor has additional funding needs that could support Members with unmet needs during the Fiscal Year.

9.3. State General Fund Program Compensation

9.3.1. The compensation under this Contract shall consist of rates-based reimbursement intended to cover the costs of all State General Fund activities provided through this Contract. The Department shall pay Contractor for the State SLS and OBRA-SS activities at the rates specified in Exhibit C, Rates. Direct services for State SLS and OBRA-SS shall be reimbursed at the rates posted and distributed on the Department's website on the Provider Rates and Fee Schedule. The Department shall pay Contractor for FSSP activities at the rates specified in Exhibit C, Rates. Direct services for FSSP shall be reimbursed at one dollar per unit.

9.3.2. The liability of the State, at any time, for such payment shall be limited to the unexpended amount remaining of such funds available to the Department.

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9.3.3. Payments shall be made in accordance with rates as specified in Exhibit C, Rates of this Contract as determined by the Department and may be amended during the term of the contract using an Option Letter. When Contractor's maximum allocation of State funding has been paid to Contractor, no additional funds shall be provided under this Contract.

9.3.4. Payment pursuant to this Contract is contingent upon Contractor, or subcontractor(s), securing and properly maintaining all necessary licenses, certifications, approvals, etc., required to properly provide the services or goods covered by the contract.

9.3.5. The rates specified in Exhibit C; Rates are determined by the approved appropriation from the Colorado General Assembly. The Department, at its discretion, shall have the option to increase or decrease these rates as the Department determines is necessary based on its approved appropriation or to correct an administrative error in rate calculations. To exercise this option, the Department shall provide written notice to Contractor in a form substantially similar to the Sample Option Letter in the original Contract, and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date. The Department may modify the rates shown in this section based on the Medicaid Provider rate increases or decreases authorized by the Colorado legislature or due to an administrative error. If the Department does modify these rates, the Department may modify them using an Option Letter.

9.3.6. The rates for State SLS and OBRA-SS direct services will be posted on the Department's website on the Provider Rates and Fee Schedule. Contractor shall bill all FSSP direct services at one dollar per unit.

9.4. Adjustments to Fund Disbursement Amounts

9.4.1. The Department reserves the right to adjust during the Contract period and post-period adjustment to disbursements following the end of the Contract period, or an adjustment to the Fiscal Year contract if:

9.4.2. Contractor does not achieve the Performance Standards identified for each program.

9.5. Case Management Agency Compensation

9.5.1. The compensation under this Contract shall consist of rates-based reimbursement intended to cover the costs of all activities provided through this Contract.

9.5.2. Contractor will receive payment as specified in Exhibit C, Rates.

9.5.2.1. The rates specified in Exhibit C are determined by the approved appropriation from the Colorado General Assembly. The Department, at its discretion, shall have the option to increase or decrease these rates as the Department determines necessary based on its approved appropriation or to correct an administrative error in rate calculations. To exercise this option, the Department shall provide written notice to Contractor in a form substantially similar to the Sample Option Letter in the original Contract, and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date. The Department may modify the rates shown in this section based on the Medicaid Provider rate increases or decreases authorized by the Colorado legislature or due to an administrative error. If the Department does modify these rates, the Department may modify them through the use of an Option Letter.

9.6. Rural or Urban Designation

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9.6.1. The Department shall determine whether Contractor is a Rural and Frontier or an Urban agency.

9.7. Detailed Invoicing and Payment Procedures

9.7.1. Applications – HCBS-CES

9.7.1.1. Contractor shall submit all HCBS-CES applications to the Department's vendor for review and approval, as directed by the Department. The Department will pay for initial application per person applying for HCBS-CES per year, as well as CSR HCBS-CES application each year thereafter. The Department will not pay for initial or CSR applications that were denied due to being incomplete. Incomplete applications include any application that did not contain: a signature page, a completed Level of Care, DD or Delay Determination date, dates of service, or partial application (missing pages) which are required from Contractor necessary to process the application. An incomplete application denial is different than a denial for the client not meeting nighttime and/or daytime criteria. The Department will pay for HCBS-CES applications from reports received by the Department's vendor on the 11th of the month for assessments from the previous month.

9.7.2. Appeal Packets and Hearing Attendance

9.7.2.1. Contractor shall ensure that all Appeal Packets and Hearing Attendance information is entered into the Department prescribed system within the required timeframe. The Department will pay for all Appeal Packets and Hearing Attendances from data pulled from the Department prescribed system on the 15th day of the month for Appeal Packets and Hearing Attendance from the previous month. Contractor shall maintain all supporting documentation and packets related to all Appeals.

9.7.3. At-Risk Diversion

9.7.3.1. Contractor shall complete all At-Risk Diversion activities as required by the Department and shall invoice the Department for all completed contacts by the 15th day of the month for all contacts completed in the previous month. The Department will pay for contacts once the invoice and supporting documentation is reviewed and accepted.

9.7.4. Case Management Training

9.7.4.1. Contractor shall submit the Case Management Training deliverable. Contractor will receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department. If a case manager did not receive one or more of the required trainings prior to being assigned independent duties, Contractor shall not receive payment for the Deliverable until all trainings have been provided. Contractor shall have 30 Calendar Days to provide any outstanding trainings and resubmit the Deliverable.

9.7.5. Community Advisory Committee Updates

9.7.5.1. Contractor shall submit the Committee Updates Deliverable. Contractor shall receive payment once the Department has reviewed and accepted the Deliverable. If the Deliverable shows that no committee meeting updates have been included, Contractor shall not receive payment for the Deliverable.

9.7.6. Complaint Log and Trend Analysis

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9.7.6.1. Contractor shall submit a quarterly Complaint Log and Trend Analysis deliverable. Contractor will receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department.

9.7.7. Community First Choice Training

9.7.7.1. Contractor shall receive a one-time payment for completing Community First Choice trainings as directed by the Department. The payment will be based on an allocation calculated by the Department based on funding availability, the time required for training completion, and the average number of case managers participating.

9.7.8. Continuous Quality Improvement Plan

9.7.8.1. Contractor shall submit the Continuous Quality Improvement Plan deliverable and updates. Contractor shall receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department.

9.7.9. Critical Incident Quarterly Follow-Up Completion and Entry Performance Standard

9.7.9.1. Contractor is eligible to receive a quarterly performance-based payment for timely completion of the requested HCBS CIR follow-up action. To receive this quarterly performance-based payment, Contractor must have 90% of all CIRs assigned follow-up completed and entered into the Department's prescribed system within the timelines assigned by the Department and/or Department Quality Improvement Organization. The Department will calculate Contractor's performance at the close of each quarter to determine if Contractor will be awarded the performance-based payment. HCBS and SGF CIRs will be calculated and paid separately.

9.7.10. Critical Incident Reports and Critical Incident Report Administrative Review: HCBS IDD Waivers

9.7.10.1. Contractor shall ensure all CIRs have been entered in the Department prescribed system within the required timeframe. The Department will pay per Member enrolled each month based on actively enrolled Members pulled from the Department prescribed system on the 15th day of the month for HCBS-CES, HCBS-CHRP, HCBS-DD, and HCBS-SLS enrollments from the previous month.

9.7.11. Critical Incident Reports: HCBS LTSS Waivers

9.7.11.1. Contractor shall ensure all CIRs have been entered in the Department prescribed system within the required timeframe. The Department will pay per Member enrolled each month based on actively enrolled Members pulled from the Department prescribed system on the 15th day of the month for CHCBS, HCBS-BI, HCBS-CIH, HCBS-CLLI, HCBS-CMHS, and HCBS-EBD.

9.7.12. Critical Incident Reporting and Critical Incident Report Administrative Review State SLS, OBRA-SS, FSSP

9.7.12.1. Contractor shall ensure all CIRs have been entered in the Department prescribed system within the required timeframe. The Department will pay for all State SLS, OBRA-SS, and FSSP CIRs MANE and CIRs non-MANE based on data pulled from the

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Department's prescribed system on the 15th day of the month for CIRS from the previous month.

9.7.13. Developmental Disability and Delay Determinations

9.7.13.1. Contractor shall input all disability determinations into the Department prescribed system within the required timeframes. The Department will pay disability determinations, based on data pulled from the Department prescribed system on the 15th day of the month for determinations from the previous month.

9.7.14. Direct Services: State SLS, OBRA-SS, FSSP

9.7.14.1. Contractor shall submit the State General Fund program direct service expenditure report invoice for all direct service expenditures for State SLS, OBRA-SS, and FSSP by the 15th of each month. The Contract shall receive reimbursement for allowable direct services not to exceed maximum for State General Fund programs for all reimbursable activities for the fiscal year.

9.7.15. Testing for IDD Determinations

9.7.15.1. Contractor shall obtain prior approval from the Department for IDD Determination Testing funding by invoicing the Department each month for the costs of IDD Determination testing by the 15th day of the month. If approved, the Department will pay for the actual cost of testing once the request has been approved and the invoice has been reviewed and accepted. All invoices shall be submitted in the format prescribed by the Department.

9.7.16. Family Support Council Meetings

9.7.16.1. Contractor shall submit meeting minutes to the Department for FSC meetings attended by the 15th day of the month for meetings attended in the previous month, and by June 30th or the Fiscal Year end close date determined by the Department for all meetings attended in June. The Department will pay for up to six FSC meetings for the Designated Service Areas attended within the Fiscal Year once the invoice has been reviewed and accepted. Contractor shall maintain all supporting documentation related to an FSC meeting and make it available to the Department upon request.

9.7.17. FSSP Annual Report

9.7.17.1. Contractor shall submit an FSSP Report on an annual basis to the Department. Contractor shall receive payment for the Annual FSSP Report after it has been reviewed and accepted by the Department.

9.7.18. FSSP Evaluation Report

9.7.18.1. Contractor shall submit an FSSP Evaluation Report on an annual basis to the Department. Contractor shall receive payment for the FSSP Evaluation Report after it has been reviewed and accepted by the Department.

9.7.19. HCBS-DD Waiting List Enrollment Capacity Building

9.7.19.1. The Department will pay Contractor for each new member enrolled into the HCBS-DD waiver from the waiting list as authorized by the Department and as funding is appropriated and earmarked by the General Assembly. The Department will determine which HCBS-DD enrollments from the waiting list qualify for capacity building funding as defined in this Contract.

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9.7.20. Human Rights Committee: HCBS IDD Waivers

9.7.20.1. Contractor shall create all HRC packets in accordance with Department requirements and timeframes. Contractor shall maintain all supporting documentation related to a Human Rights Committee meeting and make it available to the Department upon request. The Department will pay per member enrolled each month based on actively enrolled members pulled from the Department prescribed system on the 15th day of the month for HCBS-CES, HCBS-CHRP, HCBS-DD, and HCBS-SLS enrollments from the previous month.

9.7.21. Human Rights Committee Packet Creation: State SLS, OBRA-SS, FSSP

9.7.21.1. Contractor shall invoice the Department for all State SLS, OBRA-SS, and FSSP member packets created during a Human Rights Committee meeting by the 15th day of the month for all meetings held in the previous month. The Department will pay for each packet created once the invoice has been reviewed and accepted. All invoices shall be submitted in the format prescribed by the Department.

9.7.22. Level of Care Screen: Initial and Reassessments

9.7.22.1. Contractor shall conduct and enter all initial and reassessment Level of Care Screens into the Department's prescribed system within the required timeframes. The Department will pay for initial and reassessment Level of Care Screens based on data pulled from the Department's prescribed system on the 15th day of the month for Screens conducted in the previous month.

9.7.23. Rapid Reintegration

9.7.23.1. Contractor shall conduct and enter all Rapid Reintegration activities at the Level of Care Assessment into the Department's prescribed system within the required timeframes. The Department will pay for Rapid Reintegration based on an invoice template provided by the Department or data pulled from the Department's prescribed system on the 15th day of the month for Rapid Reintegration completed in the previous month. Rapid Reintegration shall include reimbursement for completing Rapid Reintegration barrier questions, assessment and support, and post survey questions.

9.7.24. Long-Range Plan

9.7.24.1. Contractor shall submit a Long-Range Plan on an annual basis and present it to the Department. Contractor shall receive payment for the Long-Range Plan after it has been reviewed and accepted by the Department.

9.7.25. Monitoring Contacts: State SLS and OBRA-SS

9.7.25.1. Contractor shall conduct and enter all monitoring contacts for State SLS and OBRA-SS into the Department's prescribed system within the required timeframe. Contractor shall receive payment for the four required monitoring contacts per service plan year. The Department will pay for monitoring contacts based on data pulled from the Department's prescribed system on the 15th day of the month for contacts conducted in the previous month.

9.7.26. Most in Need Assessment: FSSP

9.7.26.1. Contractor shall conduct and enter all completed Needs Assessments into the Department's prescribed system within the required timeframe. Contractor shall receive

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payment for one Needs Assessment for members enrolled or on the FSSP ASAA waiting list per fiscal year. The Department will pay for Needs Assessments each month based on data pulled from the Department's prescribed system on the 15th day of the month for assessments conducted in the previous month.

9.7.27. Needs Assessment: Initial and Reassessment

9.7.27.1. Contractor shall conduct and enter all initial and reassessment Needs Assessments into the Department's prescribed system within the required timeframes. The Department will pay for initial and reassessment Needs Assessments based on data pulled from the Department's prescribed system on the 15th day of the month for assessments conducted in the previous month.

9.7.28. Ongoing Case Management: State SLS, OBRA-SS, FSSP

9.7.28.1. Contractor shall conduct and enter all ongoing case management activities for State SLS, OBRA-SS, and FSSP into the Department's prescribed system within the required timeframe. Contractor shall receive one ongoing case management payment each month per member for allowable activities completed. The Department will pay for ongoing case management activities based on data pulled from the Department's prescribed system on the 15th day of the month for activities conducted in the previous month.

9.7.29. Operations Guide

9.7.29.1. Contractor shall develop an Operations Guide that meets all requirements outlined in this Contract for year one. Contractor shall receive payment for the Operations Guide once the deliverable has been reviewed and accepted by the Department.

9.7.30. Operations Guide Updates

9.7.30.1. Contractor shall review the Operations Guide for years two, three, four, and five of this Contract, and determine if any modifications are required. Updates shall include but not be limited to any changes in the Work, in the Department's processes and procedures, or in Contractor's processes and procedures. Contractor shall submit the Annual Operations Guide Update as well as a summary of all changes to the Department or an explanation demonstrating that the Operations Guide was reviewed, and Contractor determined that no edits were necessary. The Department shall review the Operations Guide Update and the summary to determine whether significant modifications were completed. Contractor shall receive payment for the updated Operations Guide only after the Department has determined that significant changes were made, and the Department has accepted the Deliverable. If minor changes or no changes were completed Contractor shall not receive payment for this deliverable. The Department does not consider changes such as updating dates, contact information or locations to be significant changes.

9.7.31. Rural Travel Add-On for Rural and Frontier Counties

9.7.31.1. Contractor shall receive an additional payment for Rural Travel Add-On for Rural and Frontier Counties for the following activities only: initial and Reassessment Level of Care Screen, initial and Reassessment Needs Assessment, At-Risk Diversion, State SLS and OBRA-SS In-Person Monitoring, and State SLS and OBRA-SS In-Person Individualized Support Plans. Payment shall be based on approved invoices or data pulled from the Department prescribed system on the 15th day of the month for activities from the previous month.

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9.7.32. SIS-A Assessments

9.7.32.1. Contractor shall enter all SIS assessments into SIS Online by the last day of the month. The Department will pay for all SIS-A Assessments from data pulled from the Department prescribed system on the 15th day of the month for assessments from the previous month. Reassessment requests must be reviewed and accepted by the Department prior to completion, entry, and payment.

9.7.33. Support Need Level Assessment - HCBS-CHRP

9.7.33.1. Contractor shall maintain all supporting documentation related to the Support Need Level Assessment and make it available to the Department upon request. Contractor shall invoice the Department for all completed assessments by the 15th day of the month for all assessments completed in the previous month. The Department will pay for assessments once the invoice and supporting documentation is reviewed and accepted.

9.7.34. Training on the Colorado Single Assessment, and Person-Centered Support Plan Instruments and Streamlined Eligibility

9.7.35. Contractor shall receive a one-time payment for the training and oversight of Contractor's staff in performing the Colorado Single Assessment, and Person-Centered Support Plan. Payment will be made calculated based on the average number of staff as specified by the Department. This funding is subject to recovery if the number of staff trained is below the average number of staff as specified by the Department. Waiting List Management

9.7.35.1. Contractor shall enter all waiting list management contacts with individuals and families into the Department prescribed system within the required timeframe. The Department will pay for required waiting list contacts from data pulled from the Department prescribed system on the 15th of the month for contacts from the previous month or using an invoice developed by the Department. The Department shall not pay for more than one contact per individual (18 and older) on the HCBS-DD ASAA, See Date and Safety Net waiting list and State SLS, OBRA-SS, or FSSP ASAA waiting list per year. Contractor shall only be reimbursed for one waiting list contact for the HCBS-DD, State SLS or FSSP waiting list when the event occurs during the same contact.

9.7.36. Year End Close Deadlines

9.7.36.1. The due dates identified in this section shall be adhered to, and information entered into the Department's prescribed systems and/or submitted to the Department by a date identified in this Contract. For the month of June, the Department will notify Contractor of the modified due date to account for year-end closing. Any submission past the assigned year end close date will not be reimbursed.

9.8. Payment and Billing Errors

9.8.1. Contractor shall review all payments made by the Department to ensure all activities are appropriately reimbursed.

9.8.2. Contractor shall notify the Department of any errors in billing or payment by the 15th of the month for the prior month's payment on the Department's prescribed template to ensure over and under payments are adjusted.

9.8.2.1. **DELIVERABLE**: Payment Correction Form

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9.8.2.2. **DUE**: On the 15th of each month for corrections on the prior month's payment, with exception of June payments which must meet year-end close deadlines established by the Department. Contractor shall specify on the form if corrections have not been identified for the prior month's payment.

9.9. Unexpended Funds

9.9.1. Contractor shall remit any Subawards disbursed under this Contract that are not expended by the close of the Period of Performance.

9.10. Closeout Payments

9.10.1. Notwithstanding anything to the contrary in this Contract, all payments for the final month of this Contract shall be paid to Contractor no sooner than 10 Business Days after the Department has determined that Contractor has completed all the requirements of the Closeout Period.

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EXHIBIT C-1, RATES

Case Management Agency (CMA) Subaward Rates Table				
Description	**Rate**	**Frequency**	**Payment Type**	**Funding Source**
Operations Guide	$7,905.56	Annually – Year 1 of the Contract	Deliverable	Federal/State Funded
Operations Guide Update	$1,424.14	Annually – Years 2+ of the Contract	Deliverable	Federal/State Funded
Long-Range Plan	$3,543.31	Annually	Deliverable	Federal/State Funded
Committee Updates	$1,071.73	Semi-Annually	Deliverable	Federal/State Funded
Continuous Quality Improvement Plan	$506.72	Annually	Deliverable	Federal/State Funded
Complaint Trend Analysis	$3,857.04	Quarterly	Deliverable	Federal/State Funded
Case Management Training	$648.75	Semi-Annually	Deliverable	Federal/State Funded
Creation of Packet - Appeals	$531.60	Per Packet	Report	Federal/State Funded
Attendance at Hearing - Appeals	$490.97	Per Hearing	Report	Federal/State Funded
IDD Critical Incident Reporting (HCBS – CES, HCBS – CHRP, HCBS – DD, HCBS – SLS)	$6.30	Monthly, Per Member Enrolled	Report	Federal/State Funded
LTSS Critical Incident Reporting (HCBS – BI, HCBS – CHCBS, CMHS, HCBS – EBD, HCBS – SCI, HCBS - CLLI)	$1.61	Monthly, Per Member Enrolled	Report	Federal/State Funded
HCBS Critical Incident Follow-Up Performance Standard	$3,457.07	Quarterly	Deliverable	Federal/State Funded
Human Rights Committee (HCBS – CES, HCBS – CHRP, HCBS – DD, HCBS – SLS)	$5.95	Monthly, Per Member Enrolled	Report	Federal/State Funded
Initial Level of Care Assessment (100.2)	$283.62	Per Assessment	Report	Federal/State Funded
CSR Level of Care Assessment (100.2)	$214.03	Per Assessment	Report	Federal/State Funded
Initial Level of Care Screen	$210.27	Per Screen	Report	Federal/State Funded

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Annual Reassessment – Level of Care Screen	$195.63	Per Screen	Report	Federal/State Funded
Initial Needs Assessment – Required Questions Only	$265.49	Per Assessment	Report	Federal/State Funded
Annual Reassessment Needs Assessment – Required Questions Only	$249.20	Per Assessment	Report	Federal/State Funded
Initial Needs Assessment – Voluntary Questions Included	$331.87	Per Assessment	Report	Federal/State Funded
Annual Reassessment Needs Assessment – Voluntary Questions Included	$317.15	Per Assessment	Report	Federal/State Funded
Rapid Reintegration Barrier Questions	$48.54	Per Assessment	Invoice or Report	Federal/State Funded
Rapid Reintegration Assessment and Support	$107.73	Per Assessment	Invoice or Report	Federal/State Funded
Post Rapid Reintegration Survey Questions	$22.84	Per Survey	Invoice or Report	Federal/State Funded
SIS Assessment	$357.09	Per Assessment	Report	Federal/State Funded
Initial At-Risk Diversion – In Person	$104.70	Monthly	Invoice or Report	Federal/State Funded
Initial At-Risk Diversion - Virtual	$87.45	Monthly	Invoice or Report	Federal/State Funded
HCBS-CHRP Support Level Needs Assessment	$165.26	Per Assessment	Invoice	Federal/State Funded
Initial HCBS-CES Application	$189.21	Per Application	Report	Federal/State Funded
CSR HCBS-CES Application	$142.76	Per Application	Report	Federal/State Funded
Medicaid Eligible IDD Determination	$458.81	Per Determination	Report	Federal/State Funded
Medicaid Eligible Delay Determination	$272.96	Per Determination	Report	Federal/State Funded
IDD Determination Testing	$481.10	Actual Costs up to Rate for Testing	Invoice	Federal/State Funded
Rural Travel Add-On	$37.46	Per Required in Person Contact for Rural and Frontier Agencies	Report	Federal/State Funded
Completed Training Plan for the Colorado Single	Calculated Allocation Based	One-Time Payment	Deliverable	Federal/State Funded

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Assessment and Person-Centered Support Plan Instruments	on Funding Availability			
Completed Training on Community First Choice	Calculated Allocation Based on Funding Availability	One-Time Training Upon Completion	Deliverable	Federal/State Funded
Case Management Agency (CMA) State Only Rates Table				
Waiting List Management	$95.42	Per Contact	Report	State Funded
Non-Medicaid Eligible IDD Determination	$458.81	Per Determination	Report	State Funded
Non-Medicaid Eligible Delay Determination	$272.96	Per Determination	Report	State Funded
Non-Medicaid Eligible IDD Determination Testing	$481.10	Actual Costs up to Rate for Testing	Invoice	State Funded
State SLS, OBRA-SS, and FSSP Critical Incident Reporting & Investigation: MANE	$349.18	Per Incident	Report	State Funded
State SLS, OBRA-SS, and FSSP Critical Incident Reporting & Investigation: Non-MANE	$46.71	Per Incident	Report	State Funded
State SLS, OBRA-SS, and FSSP Human Rights Committee	$125.73	Per Member Reviewed	Invoice	State Funded
State SLS and OBRA-SS Complaints Trend Analysis	$220.69	Quarterly	Deliverable	State Funded
State SLS, OBRA-SS, and FSSP CIR Follow-Up Performance Standard	$51.81	Quarterly	Deliverable	State Funded
State SLS, OBRA-SS, and FSSP Ongoing Case Management	$91.67	Monthly, Per Activity	Report	State Funded
State SLS and OBRA-SS Monitoring – In Person	$104.70	Per Contact	Report	State Funded
State SLS and OBRA-SS Monitoring - Virtual	$87.45	Per Contact	Report	State Funded
State SLS Expenditure Report	$625.76	Monthly	Invoice	State Funded
OBRA-SS Expenditure Report	$369.56	Monthly	Invoice	State Funded

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FSSP Needs Assessment	$33.25	Per Assessment	Report	State Funded
FSSP Expenditure Report	$556.57	Monthly	Invoice	State Funded
Family Support Council Meetings	$418.29	Per Meeting	Invoice	State Funded
FSSP Annual Report	$621.79	Annually	Deliverable	State Funded
FSSP Program Evaluation	$529.19	Annually	Deliverable	State Funded

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EXHIBIT D-1, TERMINOLOGY

1. TERMINOLOGY

1.1. In addition to the terms defined in §3 of this Contract, the following list of terms shall be construed and interpreted as follows:

1.1.1. Adverse Action – A denial, reduction, termination, or suspension from a long-term service and support program or service.

1.1.2. Affiliated Entity – An organization that directly or indirectly controls another entity, has substantially similar ownership of another entity, and/or owns a substantial share of another entity.

1.1.3. Appeal – The process a case manager participates in when a Client or Member appeals an adverse action made by the case manager.

1.1.4. At Risk Diversion – is a Person-Centered process through which services are arranged or provided to enable a Member of an At-Risk Population to avoid admission to a nursing facility and live, instead, in a setting of their choice.

1.1.5. Behavioral Health Authorities (BHA) – The behavioral health administration established in Part 200 of Article 50 of Title 27, C.R.S.

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

1.1.7. Business Interruption – Any event that disrupts 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.

1.1.8. Care and Case Management System (CCM) – The Department's case management Information Technology (IT) platform.

1.1.9. Case Management – The assessment of a Member eligible to receive or receiving long-term services and supports, the development and implementation of a Support Plan for such Member, referral and related activities, the coordination and monitoring of long-term service and supports delivery, the evaluation of service effectiveness, and the periodic reassessment of such Member's needs.

1.1.10. Case Management Agency (CMA) – A public or private not-for-profit or for-profit organization contracted with the state of Colorado to provide case management services and activities pursuant to C.R.S. 25.5-6-1702.

1.1.11. Case Manager – A person who provides case management services and activities pursuant to Article 6 and Article 10 of C.R.S. Title 25.5 for members receiving long-term services and supports.

1.1.12. Child Health Plan Plus – Colorado's public low–cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado, but not enough to pay for private health insurance.

1.1.13. Client – Any individual applying for or seeking information for LTSS.

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

1.1.15. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.

1.1.16. Community Centered Board (CCB) – A private for-profit or not-for profit organization that is an administrator of locally generated funding pursuant to CRS 25.5-10-206(6) and acts as a resource for persons with an intellectual and developmental disability or a child with a developmental delay.

1.1.17. Complaints – Any complaint received by Contractor as it relates to the services provided through this Contract to include, but not limited to general business functions, administration, State General Fund program functions, and case management functions. Excludes any complaints regarding activities outside the scope of this Contract.

1.1.18. Consumer-Directed Attendant Support Services (CDASS) – The service delivery option for services that assist an individual in accomplishing activities of daily living when included as a waiver benefit that may include health maintenance, personal care, and homemaker activities.

1.1.19. Contract – The agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto, that is entered into as a result of this solicitation.

1.1.20. Contract Funds – The funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under the Contract resulting from this Solicitation.

1.1.21. Contractor – The individual or entity selected as a result of this solicitation to complete the Work contained in the Contract.

1.1.22. Contractor Pre–Existing Material – Material, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property developed, licensed, or otherwise acquired by Contractor prior to the Effective Date of this Contract and independent of any services rendered under any other contract with the State.

1.1.23. Corrective Action Plan – A written plan, which includes the specific actions the agency shall take to correct non-compliance with regulations and contractual obligations, which stipulates the date by which each action shall be completed.

1.1.24. Critical Incident – An actual or alleged event that creates the risk of serious harm to the health or welfare of an individual receiving services; and it may endanger or negatively impact the mental and/or physical well-being of an individual.

1.1.25. Critical Incident Report (CIR) Mistreatment, Abuse, Neglect or Exploitation (MANE) – A Critical Incident Report entered into the Department prescribed system with a category of Mistreatment, Abuse, Neglect, or Exploitation.

1.1.26. Critical Incident Report (CIR) Non-MANE – A Critical Incident Report entered into the Department prescribed system with a category of criminal activity, damage to consumer's

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property/theft, death, injury/illness, medication management issues, missing persons, other high-risk issues, and unsafe housing/displacement.

1.1.27. Data – State Confidential Information and other State information resources transferred to Contractor for the purpose of completing a task or project assigned in the Statement of Work.

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

1.1.29. Department – The Colorado Department of Health Care Policy and Financing, a department of the government of the State of Colorado.

1.1.30. Designated Service Area – The geographical area determined by the State Department to be served by a Case Management Agency per C.R.S. 25.5-6-1702.

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

1.1.32. Effective Date – The date on which the Contract resulting from this solicitation is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for the Contract.

1.1.33. Eligibility Determination – The eligibility of an individual for a Long-Term Services and Supports (LTSS) program is determined by meeting all the requirements of the program, including Level of Care Determination and financial eligibility.

1.1.34. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.

1.1.35. Goods – Any movable material to be acquired, produced, or delivered by Contractor which shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

1.1.36. Health First Colorado – Colorado's Medicaid program.

1.1.37. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.

1.1.38. Home and Community Based Services (HCBS) Waivers – Services and supports authorized through a 1915(c) waiver of the Social Security Act and provided in community settings to a client who requires an institutional level of care that would otherwise be provided in a Hospital, Nursing Facility, or Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID). This includes: Children's Home and Community Based Services Waiver (CHCBS), Home and Community Based Services Waiver for Persons with Brain Injury (HCBS-BI), Home and Community Based Services Children's Extensive Services Waiver (HCBS-CES), Home and Community Based Services Children's Residential Habilitation Program Waiver (HCBS-CHRP), Home and Community Based Services Waiver for Children with a Life Limiting Illness (HCBS-CLLI), Home and Community Based Services Community Mental Health Supports Waiver (HCBS-CMHS), Home and Community Based Services Waiver for Persons with Developmental Disabilities (HCBS-DD), Home and Community Based Services Waiver for Persons who are Elderly, Blind and Disabled (HCBS-EBD), Home and Community Based Services Supported Living Services

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Waiver (HCBS-SLS), and Home and Community Based Services Waiver for Persons with Spinal Cord Injury (HCBS-CIH).

1.1.39. Hospital Back-Up - A LTSS program for Members who have complex wound care and/or are ventilator-dependent or medically complex.

1.1.40. Incident – Any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

1.1.41. In-Home Services and Supports (IHSS) – Means services that are provided in the home and in the community by an Attendant under the direction of the client or client's Authorized Representative, including Health Maintenance Activities and support for activities of daily living or instrumental activities of daily living, Personal Care services and Homemaker services.

1.1.42. Intermediate Care Facility (ICF) - A residential facility that is certified by the Centers for Medicare and Medicaid (CMS) to provide habilitative, therapeutic and specialized support services to persons with intellectual and developmental disabilities.

1.1.43. Intake, Screening and Referral – The initial contact between the individual and Contractor and shall include but is not limited to a preliminary screening in the following areas: a Client's need for long term services and supports; a Client's need for referral to other programs or services; a Client's eligibility for financial and program assistance; and the need for a Level of Care Screen and Needs Assessment of the Client seeking services.

1.1.44. Key Personnel – The position or positions that are specifically designated as such in the Contract.

1.1.45. Learning Management System (LMS) - An online software application for the administration, delivery and tracking of case management training programs and materials.

1.1.46. Level of Care – The level of assistance needed by an individual seeking services or a member to perform activities of daily living, to include mobility; bathing; dressing; eating; toileting; transferring; and need for supervision as determined by the Level of Care Screen.

1.1.47. Level of Care Determination – The eligibility determination of an individual for a Long-Term Services and Supports (LTSS) program by a Case Management Agency as determined by the requirements of the program, using the Department prescribed instrument.

1.1.48. Long Term Care notice of action – The form required to be sent to Clients by Contractor within 11 Business Days regarding their appeal rights in accordance with 10 CCR 2505-10 8.507 et seq.

1.1.49. Long Term Services and Supports (LTSS) – The services and supports used by Members of all ages with functional limitations and chronic illnesses who need assistance to perform routine daily activities such as bathing, dressing, preparing meals, and administering medications.

1.1.50. Long Term Services and Supports (LTSS) Programs - Any of the following publicly funded programs: CHCBS, FSSP, HCBS-BI, HCBS-CES, HCBS-CHRP, HCBS-CLLI, HCBS-CMHS, HCBS-DD, HCBS-EBD, HCBS-CIH, HCBS-SLS, HBU, LTHH, Medicaid Nursing Facilities, OBRA-SS, PACE, State SLS.

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1.1.51. Long Term Services and Supports Level of Care Eligibility Determination Screen (LOC Screen) – An evaluation conducted by the case manager with the individual seeking services and others chosen by the individual to participate (such as family members, friends, and/or caregivers), to determine an applicant or member's eligibility for long-term services and supports based on their need for institutional level of care as determined by utilizing the Department's prescribed instrument, with supporting diagnostic information from the Individual's medical providers, for the purpose of determining the Individual's level of functioning for admission or continued stay in Long-Term Services and Supports (LTSS) programs.

1.1.52. Medical Assistance (MA) Site - Designated sites allowed by statute or certified by the Department of Health Care Policy and Financing (Department) to process the State-authorized Medical Assistance application for the programs that are administered by the Department and determine eligibility for said programs.

1.1.53. Member – Any individual enrolled in the Colorado Medicaid program, State General Fund program, Colorado's CHP+ program or the Colorado Indigent Care Program, as determined by the Department.

1.1.54. National Core Indicators-Aging and Disabilities (NCI-AD) – Standard measures used across participating states to assess the quality of life and outcomes of seniors and adults with physical disabilities—including traumatic or acquired brain injury—who are accessing publicly-funded services through the Older Americans Act (OAA), Program of All-Inclusive Care for the Elderly (PACE), Medicaid, and/or state-funded programs. The project is coordinated by Advancing States and Human Services Research Institute (HSRI). NCI-AD data are gathered through yearly in-person Adult Consumer Surveys administered by state Aging, Disability, and Medicaid Agencies (or an Agency-contracted vendor) to a sample of at least 400 individuals in each participating state. NCI-AD data measures the performance of states' long-term services and supports (LTSS) systems and service recipient outcomes, helping states prioritize quality improvement initiatives, engage in thoughtful decision making, and conduct futures planning with valid and reliable LTSS data.

1.1.55. Needs Assessment - A comprehensive evaluation conducted by the case manager, using the Department prescribed instrument, with the individual seeking services or member and appropriate collaterals as requested and/or necessary (such as family members, advocates, friends and/or caregivers), and including supporting information from the individual's providers to determine the individual's service needs, goals, available resources, and potential funding resources.

1.1.56. Nursing Facility - A facility provider that meets the state nursing facility licensing standards established pursuant to C.R.S. §25-1.5-103 and is maintained primarily for the care and treatment of inpatients under the direction of a physician.

1.1.57. Offeror – Any individual or entity that submits a proposal, or intends to submit a proposal, in response to this solicitation.

1.1.58. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.

1.1.59. Organized Health Care Delivery System - A Case Management Agency that contracts with other qualified providers to furnish services authorized in the CHCBS, HCBS-BI, HCBS-CCLI, HCBS-CES, HCBS-CIH, HCBS-CHRP, HCBS-CMHS, HCBS-DD, HCBS-EBD,

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and HCBS-SLS waivers. CMAs are responsible for purchasing specific goods and services for members, authorized on the Person-Centered Support Plan, as set forth by the Department's prescribed guidelines for OHCDS.

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

1.1.61. Pandemic – Refers to an epidemic that has spread over several countries or continents, usually affecting a large number of people.

1.1.62. Period of Performance – Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.

1.1.63. Person-Centered Approach – Respecting and valuing individuals' and Members' preferences, strengths, and contributions.

1.1.64. Person-Centered Support Plan - A document, using the State-prescribed instrument, that identifies approved services, regardless of funding source, necessary to assist a member to remain safely in the community and develop in accordance with the Department rules. The plan includes the funding source, frequency, amount, and provider of each service and is developed with the member and people chosen by the member to identify goals, needed services, individual choices and preferences, and appropriate service providers based on the member's Assessment and knowledge of the individual and community resources and informs the member of their rights and responsibilities.

1.1.65. Person-Centered Support Planning – The process of working with the Member receiving services and people chosen by the Member to identify goals, needed services, individual choices and preferences, and appropriate service providers based on the Member seeking or receiving services, assessment, and knowledge of the Member and of community resources. Support planning informs the Member receiving services of his or her rights and responsibilities.

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

1.1.67. Pre-Admission Screening and Resident Review (PASRR) – The review that occurs for all Clients seeking admission to a Medicaid nursing facility to screen the Client for evidence of serious mental illness and/or intellectual and developmental disabilities or related conditions. The review determines whether the Client needs the level of services that a nursing facility provides and whether Clients who need nursing facility services also need specialized services.

1.1.68. Professional Medical Information Page (PMIP) – The medical information document signed by a licensed medical professional used as a component of the Level of Care Screening and Assessment to determine the Client's or Member's need for an LTSS program.

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1.1.69. Program – A publicly funded program including, but not limited to: Home and Community Based Services Waivers, Medicaid Nursing Facility, Hospital Back-Up, Program for All-Inclusive Care for the Elderly (PACE), Long Term Home Health (LTHH), and State General Funded (SGF) Programs.

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

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

1.1.72. Quality Improvement Strategy (QIS) – The Department's process to measure and improve its performance in meeting the HCBS waiver assurances annually as set forth in 42 CFR 441.301 and 441.302.

1.1.73. Quarter – Four (4) distinct time periods during the State Fiscal Year. Quarter one (1) begins on July 1 and ends September 30. Quarter two (2) begins on October 1 and ends December 31. Quarter three (3) begins on January 1 and ends March 31. Quarter four (4) begins on April 1 and ends June 30.

1.1.74. Rapid Referral – The Person-Centered process that occurs when a member, who is seeking admission to a nursing facility, does not oppose living in the Community, and is experiencing Unstable Housing, is rapidly referred to a Transition Coordinator to receive Transition Coordination Services.

1.1.75. Rapid Reintegration – the Person-Centered process that occurs when a member, who will be admitting into a nursing facility, does not oppose living in the Community, and is not experiencing Unstable Housing and receives services as described in the member's Rapid Reintegration Plan.

1.1.76. Rapid Reintegration Plan – a written Person-Centered plan developed for the purpose of rapidly transitioning a member(s) from a nursing facility and safely into the Community.

1.1.77. Regional Accountable Entity (RAE) – A single regional entity responsible for duties previously performed by Regional Care Collaborate Organizations and Behavioral Health Organizations (BHO).

1.1.78. Resource Development – The study, establishment and implementation of additional resources or services that extend the capabilities of community based LTSS systems to better serve LTSS Clients and Members and those likely to need community based LTSS in the future.

1.1.79. Rural and Frontier – Defined Service Areas that are eligible for rural travel add-on reimbursement for required in-person activities reimbursed through this Contract.

1.1.80. Services – The services and activities to be performed by Contractor as set forth in this Contract and shall include any services and activities to be rendered by Contractor in

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connection with the Goods. Services identified through this Contract specifically exclude any Home and Community Based Services, State Plan Benefit Services, and other Medicaid services reimbursed through a Medicaid Provider Agreement.

1.1.81. Start–Up Period – The period starting on the Effective Date and ending on the Operational Start Date.

1.1.82. State – The State of Colorado, acting by and through any State agency.

1.1.83. State Fiscal Rules – The fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24–30–202(13)(a).

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

1.1.85. State Intellectual Disability Authority (SIDA) – The person authorized by the Department to review PASRR Level II Evaluations and approve or deny a nursing facility admission for individuals with intellectual and developmental disabilities. SIDA issues the Letter of Determination to the nursing facility.

1.1.86. State General Fund Programs – Case management, services, and supports authorized by the General Assembly and provided in the family home, a community setting, or Nursing Facility using 100% General Fund dollars. Including, the Family Support Services Program (FSSP), State Supported Living Services Program (State SLS), and Omnibus Reconciliation Act of 1987 Specialized Services Program (OBRA-SS).

1.1.87. State Records – Any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

1.1.88. Subcontractor – Third parties, if any, engaged by Contractor to aid in performance of the Work.

1.1.89. Support Need Level Assessment - The standardized assessment tool to identify and measure the practical support requirements for HCBS-CHRP waiver participants.

1.1.90. Surcharge - Any additional amount added by Contractor, over and above the rate charged by the subcontractor to Contractor, which would be shown on an individual's service plan or on encounter data service rates submitted to the Department.

1.1.91. Target Criteria – Department defined criteria based on Member needs to access services under a HCBS waiver.

1.1.92. Targeted Case Management (TCM) – Required case management activities for Members enrolled in a HCBS waivers as defined in 10 CCR 2505-10 8.761.14 et seq. that are reimbursed as a State Plan benefit and through a Medicaid Provider Agreement. TCM activities are excluded from the Work within this Contract.

1.1.93. Waiting List - A list of otherwise eligible individuals established to manage selection of individuals' entrance into the waiver or State General Fund programs until approved capacity and funding become available.

1.1.94. Work – The delivery of the Goods and performance of the Services described in the Contract.

1.1.95. Work Product – The tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text,

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software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know–how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

2. ACRONYMS AND ABBREVIATIONS

2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:

2.1.1. CFR – Code of Federal Regulations

2.1.2. CHP+ –Child Health Plan Plus

2.1.3. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.

2.1.4. C.R.S. – Colorado Revised Statutes

2.1.5. CPI – Consumer Price Index

2.1.6. CPI-U – CPI for all urban consumers

2.1.7. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.

2.1.8. MFCU – the Colorado Medicaid Fraud Control Unit in the Colorado Department of Law

2.1.9. PCI – Payment Card Information

2.1.10. PHI – Protected Health Information

2.1.11. PII – Personally Identifiable Information

2.1.12. SFY – State Fiscal Year

2.1.13. U.S.C. – United States Code

2.1.14. VARA – Visual Rights Act of 1990

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EXHIBIT E-1, CONTRACTOR'S ADMINISTRATIVE REQUIREMENTS

1. CONTRACTOR'S GENERAL REQUIREMENTS

1.1. The Department will contract with only one organization, 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 under this Contract.

1.2. Contractor shall serve as the Case Management Agency for the following counties:

1.2.1. Eagle County

1.2.2. Garfield County

1.2.3. Pitkin County

1.2.4. Summit County

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

1.4. Contractor shall work cooperatively with Department staff and, if applicable, the staff of other State contractors 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 Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.

1.5. Contractor shall inform the Department on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact Contractor's responsibilities under this Contract.

1.6. Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts, and any other interactions or Deliverables related to the Work described in the Contract. Contractor shall make such records available to the Department upon request throughout the term of the Contract.

1.7. Contractor shall submit a Media Event Report in instances where Contractor is contacted directly or indirectly by the media, including but not limited to newspaper or television, or Contractor believes an event has occurred that may result in what the Contractor deems to be potentially negative media coverage for Contractor's agency, the Department, or the Member's served by Contractor. Immediately following direct or indirect contact with or knowledge of media contact, Contractor must notify the Department using the template provided.

1.8. **DELIVERABLE**: Media Event Report

1.9. **DUE**: Immediately Following Direct or Indirect Contact with or Knowledge of Media Contact

1.10. Deliverables

1.10.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.

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1.10.1.1. Contractor shall submit each Deliverable to the Department for review and approval and shall adhere to the following Deliverable process such for any documentation creation, review, and acceptable cycle, Contractor shall:

1.10.1.1.1. Gather and document requirements for the Deliverable.

1.10.1.1.2. Create a draft in the Department-approved format for the individual Deliverable.

1.10.1.1.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:

1.10.1.1.3.1. Readability.

1.10.1.1.3.2. Spelling.

1.10.1.1.3.3. Grammar.

1.10.1.1.3.4. Completion.

1.10.1.1.3.5. Accessibility.

1.10.1.1.4. Adhere to all required templates or development of templates.

1.10.1.1.5. Perform modifications that include version control and tracked changes.

1.10.1.2. The Department will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes within five Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.

1.10.1.2.1. Changes the Department 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 or components that were left out of the Deliverable.

1.10.1.2.2. The Department may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the Department in its review. Contractor shall provide the clarification or walkthrough as directed by the Department.

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

1.10.2. Contractor shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality, as described herein. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the Department.

1.10.3. In the event any due date for a Deliverable falls on a day that is not a Business Day, the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.

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1.10.4. 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.

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

1.10.6. If any Deliverable contains ongoing responsibilities or requirements for Contractor, such as Deliverables that are plans, policies or procedures, then Contractor shall comply with all requirements of the most recently approved version of that Deliverable. 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.

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

1.11. Stated Deliverables and Performance Standards

1.11.1. 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 the Deliverables. The sections with these headings are for ease of reference not intended to expand or limit the requirements or responsibilities related to any Deliverable or performance standard, except to provide the due date for the Deliverables.

1.12. Communication with the Department

1.12.1. 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 2016 and/or Microsoft Office 365 for PC. If Contractor uses a compatible program, then Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.

1.12.2. The Department will use a transmittal process to provide Contractor with official direction within the scope of the Contract. Contractor shall comply with all direction contained within a completed transmittal. For a transmittal to be considered complete, it must include, at a minimum, all of the following:

1.12.2.1. The date the transmittal will be effective.

1.12.2.2. Direction to Contractor regarding performance under the Contract.

1.12.2.3. A due date or timeline by which Contractor shall comply with the direction contained in the transmittal.

1.12.2.4. The signature of the Department employee who has been designated to sign transmittals.

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1.12.2.4.1. The Department will provide Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to Contractor through a transmittal.

1.12.3. The Department may deliver a completed transmittal to Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.

1.12.3.1. If a transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that transmittal.

1.12.4. If Contractor receives conflicting transmittals, Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the transmittal with the latest effective date shall control.

1.12.5. In the event that Contractor receives direction from the Department outside of the transmittal process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a transmittal prior to complying with that direction.

1.12.6. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and Contractor, and the Department may provide day-to-day communication to Contractor without using a transmittal.

1.12.7. Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.

1.12.8. Contractor shall provide written notification to the Department in instances where Contractor has not been successful in meeting requirements or timelines identified in this Contract. This requirement applies to instances where multiple Members are impacted and there is an established pattern over time. Contractor shall not include single instances. This notification must be provided to the Department within three Business Days of discovery on a template provided by the Department.

1.12.8.1. **DELIVERABLE**: Self-Disclosure of Contract Requirements Not Met

1.12.8.2. **DUE**: Within 3 Business Days of Discovery

1.13. Individual and Member Engagement

1.13.1. Person- and Family-Centered Approach

1.13.2. Contractor shall actively engage Members in their health and well-being by demonstrating the following:

1.13.2.1. Responsiveness to Member and family/caregiver needs by incorporating best practices in communication and cultural responsiveness in service delivery.

1.13.2.2. Utilization of various tools to communicate clearly and concisely.

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1.13.2.3. Contractor shall align Member engagement activities with the Department's person- and family-centered approach that respects and values individual preferences, strengths, and contributions.

1.14. Cultural Responsiveness

1.14.1. Contractor shall provide and facilitate the delivery of services in a culturally competent manner to all individuals and Members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity.

1.14.2. Contractor shall provide all information for individuals and Members in a manner and format that may be easily understood and is readily accessible by individuals and Members.

1.14.3. Readily accessible is defined as electronic information and services that comply with modern accessibility standards, such as Section 508 of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act.

1.15. Language Assistance Services

1.15.1. Contractor shall provide language assistance services including bilingual staff and/or interpreter services, at no cost to any individual or Member. Language assistance shall be provided at all points of contact, in a timely manner and during all hours of operation.

1.15.2. Contractor shall make oral interpretation available in all languages.

1.15.3. Contractor shall ensure the competence of language assistance provided by interpreters and bilingual staff.

1.15.4. Contractor shall not use family and friends to provide interpretation services except by request of the individual or Member.

1.15.5. Contractor shall provide interpreter services for all interactions with individuals and Members when there is no Contractor staff person available who speaks a language understood by an individual or Member.

1.15.6. Contractor shall notify individuals and Members verbally regarding the individual's or Member's right to receive the following language assistance services, as well as how to access the following language assistance services.

1.15.7. Oral interpretation for any language. Oral interpretation requirements apply to all non-English languages, not just those that the state identifies as prevalent.

1.15.8. Contractor shall ensure that language assistance services shall include, but are not limited to, the use of auxiliary aids such as TTY/TDY and American Sign Language.

1.15.9. Contractor shall ensure that customer service telephone functions easily access interpreter or bilingual services.

1.16. Written Materials for Individuals and Members

1.16.1. Contractor shall ensure that all written materials it creates for distribution to individuals and Members meet all noticing requirements of 45 C.F.R. Part 92.

1.16.2. Contractor shall ensure that all written materials it creates for distribution to individuals and Members are culturally and linguistically appropriate to the recipient.

1.16.3. Contractor shall write all materials in easy-to-understand language.

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1.17. Individual and Member Communications

1.17.1. Contractor shall maintain consistent communication, both proactive and responsive, with individuals and Members.

1.17.2. Contractor shall assist any individual or Member who contacts Contractor, including individuals and Members not in Contractor's Defined Service Area who need assistance with contacting his/her/their CMA, CCB, RAE, or other agencies.

1.18. Individual and Member Rights

1.18.1. Contractor shall have written policies guaranteeing each individual's and Member's right to be treated with respect and due consideration for his or her dignity and privacy.

1.18.2. Contractor shall provide information to individuals and Members regarding their rights that include, but are not limited to:

1.18.2.1. The right to be treated with respect and due consideration for their dignity and privacy.

1.18.2.2. The right to participate in decisions regarding their services.

1.18.2.3. The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.

1.18.2.4. The right to request and receive a copy of their records.

1.18.2.5. The right to obtain available and accessible services under the Contract.

1.18.3. Contractor shall post and distribute rights to individuals, including but not limited to:

1.18.3.1. Individuals/Members.

1.18.3.2. Individual's/Member's families.

1.18.3.3. Providers.

1.18.3.4. Case Workers.

1.18.3.5. Stakeholders.

1.19. Start-Up Plan

1.19.1. Contractor shall create a Start-Up Plan in year one of the Contract that contains, at a minimum, the following:

1.19.1.1. A description of all steps, timelines, and milestones necessary to fully transition the services described in the Contract from a prior contractor to Contractor.

1.19.1.2. A description of all steps, timelines, milestones, and Deliverables necessary for Contractor to be fully able to perform all Work by the Operational Start Date.

1.19.1.3. A listing of all personnel involved in the start-up and what aspect of the start-up they are responsible for.

1.19.1.4. An operational readiness review for the Department to determine if Contractor is ready to begin performance of all Work.

1.19.1.5. The risks associated with the start-up and a plan to mitigate those risks.

1.19.2. **DELIVERABLE**: Start-Up Plan

1.19.3. **DUE**: 20 Calendar Days Prior to the Contract Start Date

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1.20. Start-Up Period

1.20.1. With input from the Department, Contractor shall complete all of the following during the Start-Up Period in year one of the Contract:

1.20.1.1. Schedule and facilitate a Kickoff Meeting that includes the following:

1.20.1.1.1. Key Personnel.

1.20.1.1.2. Department Leadership.

1.20.1.1.3. Department Project Team Members.

1.20.1.1.4. Any other relevant and needed persons or organizations.

1.20.1.2. Develop Kickoff Meeting materials and an agenda that contains, at a minimum, the following:

1.20.1.2.1. Initial timelines for starting the Work and creating initial Deliverables.

1.20.1.2.2. Establishment of Communication channels to describe how the Work is to be completed.

1.20.1.2.3. Transmission methods and specific Deliverable templates or requirements.

1.20.1.2.4. Any other item required to initiate and ensure Work is started and completed on time.

1.20.1.3. Prepare Kickoff Meeting Minutes and deliver them to the Department for review and approval.

1.20.1.3.1. **DELIVERABLE**: Kickoff Meeting Agenda & Materials

1.20.1.3.2. **DUE**: Within three Business Days after the Kickoff Meeting

1.20.1.4. Create a Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for Contractor to complete its obligations under the Contract.

1.20.1.5. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department prior to the end of the Start-Up Period and are necessary for Contractor to begin work on the Operational Start Date. Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a timely manner that allows the Department to review and approve those documents prior to end of the Start-Up Period.

1.20.1.5.1. **DELIVERABLE**: Policies & Procedures Manual

1.20.1.5.2. **DUE**: No later than the Operational Start Date

1.21. Operations Guide

1.21.1. Contractor shall not engage in any Work under the Contract, other than the Work described in this Sections 1.136 and 12.17 prior to the Operational Start Date. The Department shall not be liable to Contractor for, and Contractor shall not receive, any payment for any period prior to the Operational Start Date under this Contract.

1.21.2. Contractor shall create and implement an Operations Guide. The Operations Guide shall include the creation and management of the following:

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1.21.2.1. Communication Plan.

1.21.2.2. Business Continuity Plan.

1.21.2.3. Closeout Plan.

1.21.3. Contractor shall submit the Operations Guide to the Department for review and approval.

1.21.3.1. **DELIVERABLE**: Operations Guide

1.21.3.2. **DUE**: Within 30 Business Days after the Effective Date

1.21.4. Contractor shall review its Operations Guide on annual basis and determine if any modifications are required to account for any changes in the Work, in the Department's processes and procedures or in Contractor's processes and procedures and update the Guide as appropriate to account for any changes. Contractor shall submit an Annual Operations Guide Update that contains all changes from the most recently approved prior Operations Guide or Annual Operations Guide Update or shall note that there were no changes.

1.21.4.1. **DELIVERABLE**: Annual Operations Guide Update

1.21.4.2. **DUE**: Annually, by July 31st

1.21.5. The Operational Start Date shall not occur until Contractor has completed all requirements of the Operations Guide unless the Department provides written approval otherwise.

1.21.6. Communication with Members, Providers, and Other Entities

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

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

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

1.21.6.1.3. 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.

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

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

1.21.6.1.5.1. 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.

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

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

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1.21.6.1.5.4. An outline of the process for the Contractor's communication, timely responses and emergency protocols in the event there is a natural disaster or Pandemic.

1.21.6.1.5.5. Communication Plan shall include steps for responding to the Department, provider agencies, Members and community organizations in the event there is a natural disaster or Pandemic.

1.21.7. Business Continuity Plan

1.21.7.1. Contractor shall create a Business Continuity Plan that Contractor will follow in order to continue operations after a Disaster or a Business Interruption to include but not limited to a Disaster, Pandemic, power outage, strike, loss of necessary personnel, or computer virus. The Business Continuity Plan shall include, but is not limited to, all of the following:

1.21.7.1.1. The essential services and functions provided by Contractor.

1.21.7.1.2. The lead person and response team responsible for implementing the business continuity plan, individual/team roles, and contact information.

1.21.7.1.3. How emergency responses procedures will be implemented and who will activate the business continuity plan.

1.21.7.1.4. How Contractor will implement a flexible work plan that includes social distancing, hygiene etiquette, cancellation of non-essential activities, closure of buildings, and/or relocation to alternative facilities.

1.21.7.1.5. How Contractor will address training personnel, preparing equipment, and backup systems.

1.21.7.1.6. How Contractor will address budget and finance mechanisms to ensure financing of essential services.

1.21.7.1.7. How Contractor will ensure necessary supplies and equipment are available to maintain essential services.

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

1.21.7.1.9. How Contractor will manage employees who are exposed to a Pandemic related illness or are suspected to be ill or become ill at a worksite, such as infection control response and immediate mandatory sick leave.

1.21.7.1.10. How Contractor will ensure or enhance communication and information technology infrastructure to support tele-commuting.

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

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

1.21.7.1.13. How Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and software pertaining to enrollment information at a Department-approved, off-site location.

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1.21.7.1.14. How Contractor will minimize the effects on Members of any Business Interruption to include how Contractor will notify members of closures and cancellations.

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

1.21.7.1.16. How Contractor will transition from in person meetings to conference calls or other virtual platforms or cancel or delay meetings as necessary.

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

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

1.21.7.1.19. How Contractor will prepare necessary internal staff for implementing the business continuity plan, which may include tests, drills, or training annually and revising the plan based on lessons learned.

1.21.7.1.20. How Contractor will identify and engage with external organizations to help the community, such as sharing best practices and sharing timely and accurate information about a Business Interruption.

1.21.7.1.21. How Contractor will implement steps to return to normal after a Business Interruption.

1.21.8. Closeout Plan

1.21.8.1. 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 Contractor to the Department or to another contractor selected by the Department to be Contractor after the termination of the Contract. The Closeout Plan shall include, but is not limited to:

1.21.8.1.1. Transfer of individuals and Members

1.21.8.1.2. Transfer of documentation to include all electronic and physical documentation.

1.21.8.1.3. Transfer of all individual and Member records through the Department Case Management Systems.

1.21.8.1.4. Transfer of services

1.21.8.1.5. Transfer of Case Management Services

1.21.8.2. 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.

1.21.8.2.1. Contractor shall ensure all policy, procedures, training, and appeals information are transferred to the Department.

1.21.8.3. Contractor shall deliver the Closeout Plan to the Department for review and approval.

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1.21.8.4. Contractor shall provide weekly updates to the Department throughout the creation of and the performances within the Operations Guide, that show Contractor's status toward meeting the milestones described herein.

1.21.8.5. Contractor shall be ready to perform all Work by the Operational Start Date.

1.22. Closeout Period

1.22.1. During the Closeout Period, Contractor shall complete all of the following:

1.22.1.1. Implement the most recent Closeout Plan or Closeout Plan Update as approved by the Department in the Operations Guide, as described herein 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.

1.22.1.2. 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.

1.22.1.3. 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.

1.22.1.4. Notify any Subcontractors of the termination of the Contract, as directed by the Department.

1.22.1.5. Notify all Members that Contractor will no longer be the CMA as directed by the Department. Contractor shall create these notifications and deliver them to the Department for approval. Once the Department has approved the notifications, Contractor shall deliver these notifications to all Members, but in no event shall Contractor deliver any such notification prior to approval of that notification by the Department.

1.22.1.5.1. **DELIVERABLE**: Member Notifications

1.22.1.5.2. **DUE**: 90 Calendar Days prior to termination of the Contract

1.22.1.6. 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 Contractor of this determination for that requirement.

1.22.1.7. The Closeout Period may extend past the termination of the Contract. The Department will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Period. If 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.

1.23. Long-Range Plan

1.23.1. The Contractor shall create and present to the Department a Long-Range Plan for its Defined Service Area that describes, at a minimum, the following:

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1.23.1.1. Administrative and case management accomplishments of Contractor in the previous year.

1.23.1.2. Identified unmet needs of eligible persons in the Defined Service Area and action steps necessary to meet those needs.

1.23.1.3. How Contractor will solicit input from Members and families to ensure quality services.

1.23.1.4. Local area issues that impact or are expected to impact the Defined Service Area and action steps on how to resolve those issues.

1.23.1.5. Policies that are considered by Contractor to be a barrier to ensuring a comprehensive case management system and suggested modifications to overcome the barriers.

1.23.1.6. A summary of how Contractor is working to recruit and retain case management staff currently and for the future to maintain and improve the case management services in its Defined Service Area.

1.23.1.7. A summary of how Contractor is working to recruit new and existing providers to expand their services in the Defined Service Area.

1.23.1.8. A summary of past efforts and future plans to accelerate equity, diversity, inclusion, and access.

1.23.1.9. The Contractor's efforts to recruit members of the Community Advisory Committee who represent the characteristics of the community as it relates to diversity of race, ethnicity, religious affiliation, etc.

1.23.1.10. How Contractor will engage with and facilitate existing social networks including, but not limited to: CCBs, RAEs, Behavioral Health Authorities, schools, nursing facilities and other unpaid supports and advocacy partners will be used to support members in the Defined Service Area.

1.23.1.11. How State General Fund programs and supports will be used to support individuals, members, and families within the Defined Service Area.

1.23.1.12. How the voices of historically underserved and marginalized communities will be incorporated into decision-making within the Defined Service Area.

1.23.1.13. How feedback will be obtained from community members, members receiving services, and individuals seeking or waiting for services and how the feedback will be incorporated into strategies for delivering case management services within the Defined Service Area.

1.23.2. **DELIVERABLE:** Long-Range Plan and Presentation to the Department

1.23.3. DUE: Annually, by August 15th

1.24. Community Advisory Committee

1.24.1. Within 30 Calendar Days of the Contract execution date, Contractor shall establish a Community Advisory Committee of no less than five committee members that will meet at least quarterly to obtain public input and guidance for CMA operations and follow rules and regulations set forth in C.R.S. 8.7201.C.

1.24.2. The Community Advisory Committee shall include, but not be limited to, at least one person as the regional representation from among the following categories:

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1.24.2.1. The Defined Service Area's county commissioners, area agencies on aging, medical professionals, physical and/or intellectual disability professionals, ombudsmen, human services agencies, county government officials, mental/behavioral health professionals, and

1.24.2.2. Regional representation from one or more LTSS members or family members of individuals receiving LTSS and make every effort to recruit and maintain a majority of individuals with this lived experience on the committee:

1.24.2.2.1. Members with I/DD and/or

1.24.2.2.2. Members with disabilities

1.24.2.2.3. Members shall be given priority of selection over family members.

1.24.3. Contractor shall submit the Community Advisory Committee member list annually on the template prescribed by the Department.

1.24.4. If Contractor is unable to recruit and maintain a majority of members, advocates, and people with lived experience on the committee, Contractor shall outline efforts to do so with their deliverable submissions.

1.24.4.1. **DELIVERABLE**: Community Advisory Committee Member List

1.24.4.2. **DUE**: Annually, by August 15th

1.24.5. Contractor shall notify the Department of any changes to Community Advisory Committee membership within 10 Business Days of the date of change.

1.24.5.1. **DELIVERABLE**: Community Advisory Committee Membership Updates

1.24.5.2. **DUE**: Within 10 Business Days of the date of change to the membership list.

1.24.6. The Community Advisory Committee shall include at least two regional representatives of individuals or family members of individuals receiving long-term disability and/or I/DD services.

1.24.7. The Contractor shall demonstrate efforts to recruit members of the committee who represent the characteristics of the community as it relates to diversity of race, ethnicity, religious affiliation, etc. These efforts shall be reflected in the Long-Range Plan.

1.24.8. The Community Advisory Committee is an advisory body to the Contractor that provides recommendations and is not a decision-making body. As such the Community Advisory Committee shall:

1.24.8.1. Provide public input and guidance to the Contractor in the review of service delivery policies and procedures, marketing strategies, resource development, overall operations, service quality, individual member satisfaction and other related programmatic opportunities. The Contractor shall receive and consider recommendations from the Community Advisory Committee to modify policies and procedures to address systemic barriers at a local or regional level, in the Long-Range Plan.

1.24.8.2. Support the Contractor with developing strategies for resolving complaints at the local or regional level.

1.24.8.3. Maintain and post public notices of meetings, meeting minutes, and documented follow up on Contractor's website.

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1.24.8.4. Contractor shall post the meeting date, time, and location of the meeting and the meeting agenda at least 10 Business Days prior to the meeting on Contractor's website.

1.24.8.5. Contractor shall post meeting minutes and any related follow-up action items once approved by the Community Advisory Committee and Contractor on Contractor's website.

1.24.8.6. Report to the Contractor's governing body or board of directors quarterly on all case management complaints trends and follow-up completed by the Contractor.

1.24.8.7. Provide reports to the Department and its committees upon request.

1.24.8.8. The Community Advisory Committee may be combined in purpose or name with other CMA committees in the Contractor's defined service area so long as it meets the above purpose, criteria, and reports.

1.24.8.9. The Community Advisory Committee must use the operational templates prescribed by the Department as minimum standards.

1.24.8.9.1. **DELIVERABLE**: Semi-annual Community Advisory Committee Meetings Summary

1.24.8.9.2. **DUE**: Semi-Annually, for meetings held between July 1st and December 31st, Committee Updates are due January 15th, and for meetings held between January 1st through June 1st, Committee Updates are due June 15th

1.25. Performance Reviews

1.25.1. The Department may conduct performance reviews or evaluations of Contractor in relation to the Work performed under the Contract.

1.25.2. The Department may work with Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.

1.25.3. Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. Contractor shall provide this information regardless of whether the Department decides to work with Contractor on any aspect of the performance review or evaluation.

1.25.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract, or after termination of the Contract for any reason.

1.25.5. The Department may make the results of any performance reviews or evaluations available to the public or may publicly post the results of any performance reviews or evaluations.

1.25.6. The Department may recoup funding as a result of any performance review or evaluation where payment was rendered for services not complete or not in alignment with federal and/or state regulations or this Contract.

1.26. Corrective Action Plan

1.26.1. When the Department determines that Contractor is not in compliance with any term of this Contract, Contractor, upon written notification by the Department, shall develop a corrective action plan. Corrective action plans shall include, but not be limited to:

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1.26.1.1. A detailed description of actions to be taken including any supporting documentation. Contractor's employee(s) responsible for implementing the actions.

1.26.1.2. The implementation time frames and a date for completion.

1.26.2. Contractor shall submit the Corrective Action Plan to the Department within 10 Business Days of the receipt of a written request from the Department.

1.26.2.1. **DELIVERABLE**: Corrective Action Plan

1.26.2.2. **DUE**: Within 10 Business Days of receipt of a written request from the Department

1.26.3. Contractor shall notify the Department in writing, within three Business Days, if it will not be able to present the Corrective Action Plan by the due date. Contractor shall explain the rationale for the delay and the Department may grant an extension, in writing, of the deadline for Contractor's compliance.

1.26.4. Upon receipt of Contractor's Corrective Action Plan, the Department will accept, modify, or reject the proposed Corrective Action Plan. Modifications and rejections shall be accompanied by a written explanation.

1.26.5. In the event of a rejection of Contractor's Corrective Action Plan Contractor shall re-write a revised Corrective Action Plan and resubmit it along with requested documentation to the Department for review.

1.26.5.1. **DELIVERABLE**: Revised Corrective Action Plan

1.26.5.2. **DUE**: Within five Business Days of the Department's rejection

1.26.6. Upon acceptance by the Department Contractor shall implement the Corrective Action Plan.

1.26.7. If corrections are not made by the timeline and/or quality specified by the Department then funds may be withheld from this Contract. Payments of funds from this Contract will resume beginning the month that the correction is made and accepted by the Department.

1.26.8. As part of the Corrective Action Plan, supporting documentation demonstrating that deficiencies have been remediated may be required. Contractor shall ensure all supporting documentation is submitted within the timeframes established in the Corrective Action Plan.

1.26.9. Upon receipt of Contractor's supporting documentation, the Department will accept, request modifications, or reject the documentation. Modifications and rejections shall be accompanied by a written explanation.

1.26.10. In the event of a rejection of Contractor's supporting documentation to the Corrective Action Plan, Contractor shall correct and resubmit the supporting documentation to the Department for review.

1.26.11. If a Corrective Action Plan or any supporting activities or documentation are required to correct a deficiency, are not submitted within the requested timeline and/or quality specified by the Department, funds may be suspended or withheld from this Contract.

1.26.11.1. **DELIVERABLE**: Revised Supporting Documentation

1.26.11.2. **DUE**: Within five Business Days of the Department's rejection

1.26.12. If corrections are not made by the timeline and quality specified by the Department then funds may be withheld and recovered from this Contract. Payments of funds from this Contract will resume beginning the month that the correction is made and accepted by the Department.

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1.27. Renewal Options and Extensions

1.27.1. The Department may, within its sole discretion, choose to not exercise any renewal option in the Contract for any reason. If the Department chooses to not exercise an option, it may reprocure the performance of the Work in its sole discretion.

1.27.2. The Parties may amend the Contract to extend beyond eight years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address state or federal programmatic or policy changes related to the Contract, or to provide sufficient time to transition the Work.

1.28. Department System Access

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

1.28.2. Contractor shall be responsible for any costs associated with obtaining and maintaining access to systems needed to perform the Work under this solicitation, as determined by the Department. The Department will not reimburse Contractor for any costs associated with obtaining and maintaining access to Department systems.

1.29. Provider Fraud

1.29.1. Contractor shall notify the Department and the Colorado Medicaid Fraud Control Unit of the Colorado Department of Law (MFCU) if it identifies or suspects possible Provider Fraud as a result of any activities in its performance of this Contract.

1.29.2. Upon identification or suspicion of possible Provider Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.

1.29.2.1. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:

1.29.2.1.1. Written documentation of the findings.

1.29.2.1.2. Information on any verbal or written reports.

1.29.2.1.3. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, in a format agreed to by the Department.

1.29.2.1.4. Information on the identification of any affected claims that have been discovered.

1.29.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).

1.29.2.1.6. Any additional information as required by the Department.

1.29.3. For each incident of identified or suspected Provider Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department and the MFCU.

1.29.3.1. **DELIVERABLE**: Completed Contractor Suspected Fraud Written Notice Form

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1.29.3.2. **DUE**: Within three Business Days following the initial discovery of the Fraud or suspected Fraud

1.29.4. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.

1.29.4.1. **DELIVERABLE**: Contractor Suspected Fraud Written Notice Revisions and Additional Information

1.29.4.2. **DUE**: Within three Business Days following the Department's or the MFCU's request, unless the Department or MFCU provides for a different period in its request.

1.30. Member Fraud

1.30.1. Contractor shall notify the Department if it identifies or suspects possible Member Fraud as a result of any activities in its performance of this Contract.

1.30.2. Upon identification or suspicion of possible Member Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.

1.30.2.1. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:

1.30.2.1.1. All verbal and written reports related to the suspected fraud.

1.30.2.1.2. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, and the Member's State ID number, and Member's date of birth if applicable.

1.30.2.1.3. Information on the identification of any affected claims that have been discovered.

1.30.2.1.4. Any claims data associated with its report in a format agreed to by the Department.

1.30.2.1.5. Any additional information as required by the Department.

1.30.3. For each incident of identified or suspected Member Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department at report.clientfraud@state.co.us, or at such other email address as provided by the Department from time to time.

1.30.3.1. **DELIVERABLE**: Completed Contractor Suspected Fraud Written Notice Form

1.30.3.2. **DUE**: Within three Business Days following the initial discovery of the Fraud or suspected Fraud

1.30.4. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department.

1.30.4.1. **DELIVERABLE**: Contractor Suspected Fraud Written Notice Revisions and Additional Information

1.30.4.2. **DUE**: Within three Business Days following the Department's request, unless the Department provides for a different period in its request.

2. CONTRACTOR PERSONNEL

2.1. Personnel General Requirements

2.1.1. Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract.

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2.1.2. Contractor shall designate the following Key Personnel positions:

2.1.2.1. Executive Director or Administrator

2.1.2.2. Finance Director

2.1.2.3. Case Management Director

2.1.2.4. Continuous Quality Improvement Lead

2.1.2.5. Contract Lead

2.1.2.6. Information Technology Liaison

2.1.2.7. Regional Accountable Entity (RAE) Liaison

2.1.2.8. Medical Assistance (MA) Site/County Eligibility Liaison

2.1.2.9. Member and Family Liaison

2.1.3. The Contract Lead shall be responsible for all the following:

2.1.3.1. Serving as Contractor's primary point of contact for the Department.

2.1.3.2. Serving as Contractor's primary point of contact for contract deliverables and other contract-related questions or issues for the Department.

2.1.3.3. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness, and completeness of all work.

2.1.3.4. Ensuring the timely submission and accuracy of all Deliverables submitted to the Department.

2.1.4. Contractor shall post the name and contact information for the individual appointed as the Member and Family Liaison on Contractor's website.

2.1.5. Contractor shall provide the Department with a final list of individuals assigned to the Contract and appropriate contact information for those individuals using the template provided by the Department. Contractors with more than one Defined Service Area must submit the final list of individuals assigned to the Contract using the template provided by the Department for each Defined Service Area. The Department shall determine which Key Personnel may be allocated across organizational functions, which Key Personnel must be dedicated to the Contract, and which Key Personnel or Other Personnel must be dedicated to each Defined Service Area.

2.1.5.1. **DELIVERABLE**: Key Personnel, final list of individuals assigned to the Contract

2.1.5.2. **DUE**: Within five Business Days after the Effective Date and annually by July 15th

2.1.6. Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.

2.1.6.1. **DELIVERABLE**: Key Personnel, updated list of individuals assigned to the Contract

2.1.6.2. **DUE**: Within five Business Days after any change to the Key Personnel list

2.1.7. Contractor shall not permit any individual proposed for assignment to Key Personnel positions to perform any Work prior to the Department's approval of that individual to be assigned as Key Personnel.

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2.1.8. Other Personnel

2.1.8.1. Contractor shall have sufficient staffing levels to include case managers, case aids, supervisors, and other staff as necessary to complete the Work and to maintain caseload sizes to support the Work. Contractor shall meet or exceed best practice standards as set forth by the Department through operational memos for HCBS waiver caseloads. Contractor shall not exceed the best practice caseload size standards without written approval from the Department.

2.1.8.2. Contractor's Case Manager(s) shall meet all the qualifications listed in 10 C.C.R. 2505-10, Section 8.7203.A et seq.

2.1.8.3. Contractor shall ensure appropriate staffing and infrastructure to address the needs of all populations including children and adults for all HCBS waivers.

2.1.8.4. All Key Personnel and Other Personnel assigned to this Contract shall complete annual Equity, Diversity, Inclusion, and Accessibility (EDIA) related training. Training must ensure staff are culturally competent and provide culturally responsive services and business practices at all levels of the agency. The Department's EDIA Officer and/or their designee will offer free EDIA-related professional development training to Contractor upon request within the Department's LMS.

2.2. Background Checks

2.2.1. Contractor shall conduct background checks on all new applicants for positions in which direct care, as defined in section §26.3.1.101(3.5), C.R.S. will be provided to an at-risk adult, as defined in section §26-3.1-101 (1.5), C.R.S to include at a minimum a Colorado Bureau of Investigation check. On and after January 1, 2019, prior to employment, Contractor shall submit the name of a person who will be providing direct care, to an at-risk adult, as well as any other required identifying information, to the Colorado Department of Human Services for a check of the Colorado Adult Protective Services data system pursuant to section §26-3.1-111, C.R.S. to determine if the person is substantiated in a case of mistreatment of an at-risk adult.

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

2.3. Personnel Availability

2.3.1. Contractor shall ensure Key Personnel and Other Personnel assigned to the Contract are available for meetings with the Department during the Department's normal business hours, as determined by the Department. Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.

2.3.2. Contractor shall ensure that appropriate Key Personnel and Other Personnel are available for all regularly scheduled meetings between the Contractor and the Department. The Department may, at times, require specific personnel to attend a meeting and will notify the Contractor of such request.

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2.3.3. Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.

2.3.4. At the Department's direction, Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external private stakeholders.

2.3.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall be present at the meeting through video conference, telephonic, or in-person depending on the purpose and intent of the meeting. If Contractor has any personnel attend by telephone or video conference, Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.

2.3.6. Contractor shall respond to all telephone calls, voicemails, and emails from the Department within two Business Days of receipt by Contractor.

2.3.7. Contractor shall respond to Department directed escalations according as prescribed by the Department.

2.4. Other Personnel Responsibilities

2.4.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the Department.

2.4.2. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.

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

2.4.3.1. Contractor shall not subcontract more than 40% of the Work.

2.4.3.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department for approval prior to commencement of Work.

2.4.3.2.1. **DELIVERABLE**: Name of each Subcontractor, description of work being completed, and percentage of work being completed by the Subcontractor.

2.4.3.2.2. **DUE**: Annually, by July 15th

2.4.3.3. Contractor shall notify the Department of any changes to Subcontractors within 10 Business Days of the change.

2.4.3.4. Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).