


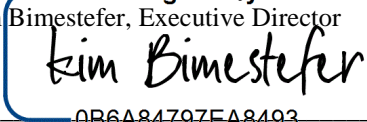
# CONTRACT AMENDMENT #5

## SIGNATURE AND COVER PAGE


<b>State Agency</b> Department of Health Care Policy and Financing	<b>Original Contract Number</b> 20-134761
<b>Contractor</b> Blue Peaks Developmental Services, Incorporated	<b>Amendment Contract Number</b> 20-134761A5
<b>Current Contract Maximum Amount</b> <b>State General Fund Programs</b> Initial Term State Fiscal Year 2019-20                      \$23,302,027.00 Extension Terms State Fiscal Year 2020-2021                    \$19,864,414.00 State Fiscal Year 2021-2022                    \$20,329,819.00 State Fiscal Year 2022-2023                    \$20,682,930.00 <i>Estimated Contractor Share</i> \$249,880.67 State Fiscal Year 2023-2024                      \$0.00 Total for All State Fiscal Years                    \$84,179,190.00  <b>Medicaid Programs</b> Initial Term State Fiscal Year 2019-20                      \$5,830,152.00 Extension Terms State Fiscal Year 2020-2021                      \$8,157,493.00 State Fiscal Year 2021-2022                      No Contract Maximum State Fiscal Year 2022-2023                      No Contract Maximum State Fiscal Year 2023-2024                      \$0.00	<b>Contract Performance Beginning Date</b> November 15, 2021  <b>Current Contract Expiration Date</b> June 30, 2023

### 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.

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p style="text-align: center;">Blue Peaks Developmental Services, Incorporated                  Cindy Espinoza, Executive Director                  DocuSigned by:                    By: _____                  2EEF99D25549492...                  Date: 2/2/2023   08:52 PST</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;"><b>Jared S. Polis, Governor</b>                  Department of Health Care Policy and Financing                  DocuSigned by:                  Kim Bimestefer, Executive Director                    By: _____                  0B6A84797EA8493...                  Date: 2/2/2023   13:50 PST</p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

<p style="text-align: center;"><b>STATE CONTROLLER</b></p> <p style="text-align: center;"><b>Robert Jaros, CPA, MBA, JD</b>                  DocuSigned by:                    By: _____                  76F69541272B43A...                  Date: 2/2/2023   15:07 PST                  Amendment Effective Date: _____</p>
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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 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.

**B. 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 and shall terminate on the termination of the Contract.

**4. PURPOSE**

The purpose of this Contract is to provide administrative activities for specific Home and Community Based Service Waivers and operate the three State General Funded programs. The purpose of this Amendment is to modify requirements related to the new Colorado Single Assessment (CSA) and Person-Centered Support Plan (PCSP), data entry requirements for the new Care and Case Management (CCM) system, requirements for the Public Health Emergency (PHE) end, requirements for HCBS Settings Final Rule, and to clarify contract requirements.

**5. MODIFICATIONS**

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

- A. Exhibit A-4, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit A-5, Statement of Work, attached hereto and incorporated by reference in the Contract. All references within this Contract to Exhibit A-4 shall now be deemed to reference Exhibit A-5.

**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.

## **EXHIBIT A-5, STATEMENT OF WORK**

### **1. GENERAL BUSINESS FUNCTIONS**

#### **1.1. Business Functions**

1.1.1. The general Business Functions of Contractor shall include, but not be limited to, the following for the State General Fund programs and administrative functions outlined in this Contract:

1.1.1.1. Providing access to its facilities for Members, individuals seeking services, service providers, and community members. Regular business office hours of operation shall be posted and made available to the public, and accommodations shall be made available for individuals and Members who need assistance or consultation outside regular business office hours. Contractor shall provide emergency contact information to the Department for Key Personnel, when posted hours of operation do not follow a standard Monday through Friday schedule.

1.1.1.2. Contractor shall notify and obtain approval from the Department within 10 Business Days of the effective date in writing if regular business hours do not follow a standard Monday through Friday schedule or if closures are planned outside of federal, state, or local legal holidays.

1.1.1.2.1. Contractor must have documented policies or procedures that demonstrate to the Department that all required Contract activities and timelines are being met, individual and Member needs are being fulfilled, and the schedule does not negatively impact individuals and Members.

1.1.1.2.2. Contractor shall make these policies and procedures available to the Department upon request.

1.1.1.3. Providing access to a telephone system and trained staff to ensure a response to messages, and telephone calls received after hours.

1.1.1.4. Providing access to telecommunication devices and/or interpreters for the hearing and vocally impaired and access to foreign language interpreters as needed.

1.1.1.5. Protecting individual's and Member's rights as they relate to the responsibilities of Contractor as described in this Contract.

1.1.1.6. Providing a person-centered business approach seeking to accommodate Member requests.

1.1.1.7. Following communication standards set by the Department. The application of these standards includes but is not limited to Memo Series, technical assistance documents, Provider Bulletins, training documents, and email correspondence.

1.1.1.8. Contractor shall support the Department's National Core Indicator (NCI) efforts.

1.1.1.9. Contractor shall support the Department's Equity, Diversity, Inclusion, and Accessibility (EDIA) efforts to include participation in Department led EDIA assessment and survey.

1.1.1.10. Contractor shall support the Department and the Department's Contractor in efforts for transition planning related to case management redesign.

**1.2. Collaboration with Other Care Coordination Entities or Entry Point and Case Management Agencies**

1.2.1. Contractor shall comply with written communications provided by the Department, as well as between Contractor and community partners and service providers, that outline how Contractor will work together with these partners to coordinate care and provide service to Department enrollees. As applicable, the communications shall address partnerships with:

**1.2.1.1. Regional Accountable Entities (RAE)**

1.2.1.1.1. The RAE is responsible for promoting physical and behavioral health. 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.

1.2.1.1.2. Contractor shall support the Department's RAE efforts and ensure collaboration occurs for all shared Members.

1.2.1.1.3. Contractor shall work with the RAE when a Member requires assistance in accessing or coordinating appropriate physical, behavioral, or mental health resources. This shall include, but is not limited to:

1.2.1.1.3.1. Coordinating with the RAE regarding shared Members who have been admitted to a hospital, to include, but not limited to, communicating reasons for admission, Member's hospital status, and plans for discharge.

1.2.1.1.3.2. Collaborating with the RAE on behalf of shared Members who are being discharged 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.

1.2.1.1.3.3. Coordination with RAEs for Members who require complex care coordination including but not limited to Members with high utilization, disparity to healthcare access and co-occurring disabilities and behavioral health.

1.2.1.1.3.4. Sharing of all information required for the RAE to assist Members in accessing and coordinating physical and behavioral health needs.

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

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

**1.2.1.2. Entry Point Agencies and Case Management Agencies**

- 1.2.1.2.1. Single Entry Points (SEPs) are the agencies selected to provide intake, screening, referral, Functional Eligibility Assessment, and case management functions for persons in need of or receiving LTSS within a Single Entry Point District. Case Management Agencies (CMAs) are public or private not-for-profit or for-profit agency that meets all applicable state and federal requirements and is certified by the Department to provide case management services for specific Home and Community Based Services waivers pursuant to section 25.5-10-209.5, C.R.S. and pursuant to a provider participation agreement with the state department.
- 1.2.1.2.2. Contractor shall collaborate with SEPs and CMAs, this may include, but is not limited to:
  - 1.2.1.2.2.1. Coordinating the transfer of Members switching to or from an HCBS waiver.
  - 1.2.1.2.2.2. Connecting individuals or Members to the appropriate SEP or CMA, determined by the individuals or Member's needs and preferences.
  - 1.2.1.2.2.3. Sharing information necessary for the SEP and/or CMA to assist individuals and Members in accessing LTSS programs targeted for individuals and Members with an intellectual or developmental disability.
  - 1.2.1.2.2.4. Coordinating the receipt of LTSS when a Member is enrolled in an HCBS waiver not targeted for members with an intellectual or developmental disability.

### 1.3. **Transparency**

#### 1.3.1. **Board of Director Changes**

- 1.3.1.1. Contractor shall notify the Department in writing of any changes to the Board of Directors within 10 Business Days.

#### 1.3.2. **Annual Financial Statements and Independent Auditor's Report**

- 1.3.2.1. Contractor shall submit a copy of Contractor's annual Financial Statements and Independent Auditor's Report to the Department.
  - 1.3.2.1.1. **DELIVERABLE:** Financial Statements and Independent Auditor's Report
  - 1.3.2.1.2. **DUE:** No later than 30 calendar days following the acceptance of the audit by Contractor's Board of Directors.

#### 1.3.3. **IRS Form 990**

- 1.3.3.1. Contractor shall submit a copy of the Form 990 Contractor filed with the Federal Internal Revenue Service to the Department, if applicable.
  - 1.3.3.1.1. **DELIVERABLE:** IRS Form 990
  - 1.3.3.1.2. **DUE:** No later than 30 calendar days following Contractor's filing of the form with the Internal Revenue Service.

### 1.4. **Complaints and Grievances**

- 1.4.1. 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, transparency, State SLS, OBRA-SS, and administrative case management functions.
  - 1.4.1.1. Complaints received outside of the scope of this Contract shall not be included.
  - 1.4.1.2. 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.
- 1.4.2. Contractor shall analyze complaints for trends and shall submit all trends observed throughout the Fiscal Year and the remedial actions taken to address them to the Department.
- 1.4.3. Trend analysis may include an examination of information including, but not limited to:
  - 1.4.3.1. A comparison of complaint types and number of complaints over a period of time determined by the Department.
  - 1.4.3.2. Number of type of complaint against Contractor, time, location, individual involved, staff involved, and/or any additional relevant information.
  - 1.4.3.3. An examination of potential reasons for the increase or decrease in complaints by total number, provider or subcontractor, individual, or staff.
  - 1.4.3.4. An examination of preventative measures that can be implemented to reduce the number or frequency of future complaints.
  - 1.4.3.5. Implementation of a plan of action or any future actions to take place.
  - 1.4.3.6. An analysis of whether the plan of action and changes made were effective or if additional changes need to occur.
- 1.4.4. As part of the complaint process Contractor shall:
  - 1.4.4.1. Document complaints received.
  - 1.4.4.2. Address substantiated complaints.
  - 1.4.4.3. Respond to complaints received and document actions taken to resolve and/or mitigate complaints.
  - 1.4.4.4. Conduct quarterly trend analyses of all complaints received for the full period of the contract.
  - 1.4.4.5. Contractor shall maintain all supporting documentation related to the collection and follow-up to complaints and make it available to the Department upon request.
- 1.4.5. 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.
- 1.4.6. 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.

- 1.4.6.1. Contractor shall submit the Complaint Trends Analysis to the Department for review, approval, and payment.
  - 1.4.6.1.1. **DELIVERABLE:** Complaint Trends Analysis
  - 1.4.6.1.2. **DUE:** Quarterly, by October 31st, January 31st, April 30th and June 30th of each year or the Fiscal Year end close date determined by the Department.

**1.5. Continuous Quality Improvement Plan**

- 1.5.1. Contractor shall provide 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:
  - 1.5.1.1. How Contractor oversees the work performed by Case Managers as outlined in the contract to ensure all tasks are being performed.
  - 1.5.1.2. How Contractor reviews work to determine if the work is being completed in a correct and high-quality manner.
  - 1.5.1.3. How the Contract identifies and addresses Case Management performance issues.
- 1.5.2. Contractor shall submit the Continuous Quality Improvement Plan to the Department for review, approval, and payment.
  - 1.5.2.1. **DELIVERABLE:** Continuous Quality Improvement Plan
  - 1.5.2.2. **DUE:** Within 45 Business Days after the Effective Date
- 1.5.3. 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.
  - 1.5.3.1. **DELIVERABLE:** Continuous Quality Improvement Plan Update
  - 1.5.3.2. **DUE:** Annually, by August 15<sup>th</sup>

**1.6. Critical Incident Reporting**

- 1.6.1. Contractor shall:
  - 1.6.1.1. Report critical incidents in the Department prescribed system as soon as possible, but no later than one Business Day following notification.
  - 1.6.1.2. Ensure all suspected incidents of mistreatment, abuse, neglect, and exploitation are immediately reported consistent with statute; §19-10-103, C.R.S. Colorado Children’s Code, §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 §26-3.1-102, C.R.S. (Social Services Code-Protective Services).
  - 1.6.1.3. Contractor shall enter all CIR follow-up information in accordance with Department direction in the Department prescribed system and maintain detailed documentation.



1.6.1.4. **PERFORMANCE STANDARD:** 100% of CIRs are added to the Department prescribed system within one Business Day.

1.6.2. **Critical Incident Quarterly Follow-Up Completion Performance Standard**

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

1.6.2.1.1. 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.

1.6.2.1.1.1. 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 to 48 hours.

1.6.2.1.1.2. 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.

1.6.2.1.1.3. Low Priority Follow Up — CIRs that have been remediated by CMAs, have addressed immediate and long-term needs, or 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.

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

1.7. **Investigations**

1.7.1. Contractor shall insure all allegations of abuse, neglect, and exploitation are investigated and documented within the Department's prescribed system.

1.7.2. Investigations may include but is not limited to: examination of Critical Incident Reports, log notes, and medical documentation related to the member; documented interviews with the waiver participant, guardian, and support staff as appropriate; documentation regarding any questions not resolved by a law enforcement or county investigation (e.g., provider training, program management supervision, etc.); documentation of follow-up, preventative strategies and outcomes of reviews and assessments regarding the allegations and incident; the examination incident report and preliminary results of the investigation, a summary of the investigative procedures utilized, the full investigative finding, the actions taken, and Human Rights Committee

review of the investigative report and the action taken on recommendations made by the committee.

**1.8. Human Rights Committee (HRC)**

- 1.8.1. Contractor shall establish and facilitate a Human Rights Committee (HRC) pursuant to §25.5-10-209(h), C.R.S. and 10 C.C.R. 2505-10 Section 8.608.5. Contractor shall maintain qualifications for each member of the HRC and make it available to the Department upon request.
- 1.8.2. Contractor shall establish at least one HRC as a third-party mechanism to safeguard the rights of persons receiving services. The HRC is an advisory and review body to the administration of Contractor.
- 1.8.3. Contractor shall develop policies and procedures to assure that all potential conflicts of interest are addressed.
- 1.8.4. Contractor shall orient members regarding the duties and responsibilities of the Human Rights Committee and make this information available to the Department upon request.
- 1.8.5. Contractor shall provide the HRC with the necessary staff support to facilitate its functions.
- 1.8.6. Contractor shall keep proper documentation and record of all HRC recommendations and assure that all documentation is a part of the individual's record.
- 1.8.7. Contractor shall maintain and submit HRC meeting minutes, attendance logs, and supporting documentation related to an HRC meeting to the Department within 10 Business Days of receiving the request.
- 1.8.8. Contractor shall notify the Department in writing of any changes to the HRC membership within 10 Business Days.
- 1.8.9. Contractor shall submit a list of all reviews completed for members enrolled in State SLS, OBRA-SS, and FSSP during each HRC meeting a template prescribed by the Department or a template approved by the Department.
- 1.8.9.1. **DELIVERABLE:** State SLS, OBRA-SS, and FSSP Human Rights Committee Meeting List
- 1.8.9.2. **DUE:** On the 15th of Each Month

**1.9. Corrective Action Plan**

- 1.9.1. 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:
  - 1.9.1.1. A detailed description of actions to be taken including any supporting documentation.
  - 1.9.1.2. A detailed time frame specifying the actions to be taken.
  - 1.9.1.3. Contractor's employee(s) responsible for implementing the actions.
  - 1.9.1.4. The implementation time frames and a date for completion.

- 1.9.1.5. Contractor shall submit the Corrective Action Plan to the Department within 10 Business Days of the receipt of a written request from the Department.
- 1.9.1.5.1. **DELIVERABLE:** Corrective Action Plan
- 1.9.1.5.2. **DUE:** Within 10 Business Days of receipt of a written request from the Department.
- 1.9.2. 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.
- 1.9.3. 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.
- 1.9.4. In the event of a rejection of Contractor's Corrective Action Plan Contractor shall re-write the Corrective Action Plan and resubmit it along with requested documentation to the Department for review.
- 1.9.4.1. **DELIVERABLE:** Revised Corrective Action Plan.
- 1.9.4.2. **DUE:** Within five Business Day of the Department's rejection.
- 1.9.5. Upon acceptance by the Department Contractor shall implement the Corrective Action Plan.
- 1.9.6. If corrections are not made within the requested timeline and/or quality specified by the Department then funds may be suspended or withheld from this Contract.
- 1.9.7. 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.
- 1.9.8. 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.
- 1.9.9. 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.
- 1.9.10. If a Corrective Action Plan or any supporting activities or documentation 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.
- 1.9.10.1. **DELIVERABLE:** Revised Supporting Documentation
- 1.9.10.2. **DUE:** Within five Business Day of the Department's rejection
- 1.9.11. If corrections are not made by the timeline and 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.

## **2. DISABILITY DETERMINATION, WAITING LIST MANAGEMENT, AND PROGRAM ENROLLMENT**

### **2.1. Developmental Disability and Delay Determinations**

- 2.1.1. Contractor shall determine whether an applicant meets the definition of an Individual with Developmental Disabilities or Delay as defined under 10 CCR 2505-10, section 8.600.4, in accordance with 10 C.C.R. 2505-10 Section 8.607.2.
- 2.1.2. Contractor may expedite psychological or adaptive behavior testing for Developmental Disability Determinations requested to complete PASRR Level II assessments for individuals residing in skilled nursing facilities when there are delays due to issues identifying a provider or scheduling testing with a provider.
  - 2.1.2.1. Contractor shall maintain all supporting documentation related to the expedited testing for DD Determination and make it available to the Department upon request.
- 2.1.3. 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.
- 2.1.4. Contractor shall maintain the individual's determination, documents, and request forms and make them available to the Department upon request or to another CCB upon transfer.
- 2.1.5. 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.

### **2.2. Waiting List Management**

- 2.2.1. Contractor shall maintain a program specific waiting list within the Department's prescribed system for all eligible individuals and Members for whom funding is not available. Waiting lists may be applicable for State SLS, FSSP, HCBS-DD, HCBS-SLS, HCBS-CHRP, and HCBS-CES dependent on available funding. Contractor shall not maintain a waiting list for OBRA-SS. When funding has been made available for an individual Contractor will remove the person from the ASAA waiting list within 10 Business Days.
- 2.2.2. The name of a person eligible for the program shall be placed on the waiting list by Contractor making the eligibility determination.
- 2.2.3. When an eligible person is placed on the waiting list for Waiver services, a written notice of action including information regarding individual and Member 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 Section 8.057 et seq.
- 2.2.4. The placement date used to establish a person's order on an HCBS waiver waiting list shall be:
  - 2.2.4.1. The date on which the person was initially determined to have a developmental disability by Contractor; or

- 2.2.4.2. The 14th birth date if a child is determined to have a developmental disability by Contractor prior to the age of 14.
- 2.2.5. When an individual or Member is eligible for a program and funding is not available, Contractor shall:
  - 2.2.5.1. Verify demographic information.
  - 2.2.5.2. Compile and correct data.
- 2.2.6. 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.
- 2.2.7. Contractor shall conduct and document, in the Department prescribed case management system, an annual follow-up with individuals 18 and older for all HCBS waivers with a Waiting List timeline of “As Soon As Available” (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.
  - 2.2.7.1. **PERFORMANCE STANDARD:** 100% of HCBS individuals 18 and older with an ASAA, SN, or “see date” timeline on the Waiting List contacted annually.
- 2.2.8. Contractor shall conduct and document, in the Department prescribed case management system, an annual follow-up with individuals and families waiting for the Family Support Services Program (FSSP) or individuals waiting for State SLS services to update changes in demographic information and ensure that the individual is appropriately identified on waiting lists for the program and services the individual is eligible to receive.
- 2.2.9. Contractor shall update the Department prescribed system with changes in demographic or other information within 10 Business Days of any change.

### 2.3. Program Enrollment from the Waiting List

#### 2.3.1. HCBS-DD Enrollment from the Waiting List

- 2.3.1.1. When an enrollment becomes available from the HCBS-DD Waiting List, the Department will notify Contractor of the person who will be offered an enrollment by the order of selection date.
- 2.3.1.2. Contractor shall notify the individual of the enrollment offer within five 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 enrollment offer. If the individual does not respond to the offer of enrollment Contractor shall change the individuals waiting list timeline to Safety Net.

#### 2.3.2. HCBS-DD Waiting List Enrollment Capacity Building

- 2.3.2.1. 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.

2.3.2.2. Contractor shall receive written notification of any capacity building funding for individuals who have accepted the offered enrollment into the HCBS-DD waiver from the waiting list.

2.3.2.3. 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:

2.3.2.3.1. Staffing Costs

2.3.2.3.1.1. Recruiting and hiring

2.3.2.3.1.2. Professional development

2.3.2.3.1.3. Equipment and supplies

2.3.2.3.1.4. Information technology

2.3.2.3.2. Program Costs

2.3.2.3.2.1. Advertising

2.3.2.3.2.2. Equipment and supplies

2.3.2.3.3. Building Space Costs

2.3.2.3.3.1. Rent

2.3.2.3.3.2. Lease

2.3.2.3.4. Vehicle Costs

2.3.2.3.4.1. Purchase

2.3.2.3.4.2. Modification

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

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

2.3.3. **FSSP Enrollment from the Waiting List**

2.3.3.1. 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.

2.3.3.2. Contractor shall select individuals from the waiting list to enroll into FSSP in accordance with 10 CCR 2505-10 8.613(D).

2.3.4. **State SLS Enrollment from the Waiting List**

2.3.4.1. 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 CCR. 2505-10 Section 8.501.7. 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.

**2.3.5. Waiting List Records Maintenance**

- 2.3.5.1. 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 of the individual or guardian’s response or the last communication attempt.
- 2.3.5.2. 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.
- 2.3.5.3. Contractor shall provide information and referrals to individuals, families and/or guardians at the time of the annual follow-up.
- 2.3.5.4. 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.

**2.4. Compilation and Correction of Waiting List Data**

- 2.4.1. 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.
- 2.4.2. **PERFORMANCE STANDARD:** 100% of Waiting List data corrected within 10 Business Days of notification.

**2.5. Authorization and Reporting of HCBS-DD Enrollments**

- 2.5.1. Contractor shall obtain prior authorization from the Department for all enrollments into the HCBS-DD waiver.
- 2.5.2. In accordance with 10 CCR 2505 Section 8.500.7.E, 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 manner prescribed by the Department.
  - 2.5.2.1. **DELIVERABLE:** HCBS-DD Vacancy Reporting
  - 2.5.2.2. **DUE:** Monthly in a manner prescribed by the Department
- 2.5.3. Contractor shall report all enrollment dates or changes to enrollment status for the HCBS-DD waiver to the Department monthly on the date and manner prescribed by the Department.
  - 2.5.3.1. **DELIVERABLE:** HCBS-DD Enrollment Date and Enrollment Change Reporting
  - 2.5.3.2. **DUE:** Monthly in a manner prescribed by the Department

**3. STATE GENERAL FUND PROGRAMS**

- 3.1. Contractor shall administer the three State General Fund Programs: State SLS, OBRA-SS, and FSSP 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 at 10 C.C.R. 2505-10 and the Colorado Department of Public Health and Environment at 6 C.C.R. 1011 which include, but are not limited to:
  - 3.1.1. Colorado Revised Statute, Title 25.5, Article 10.

- 3.1.2. Colorado Department of Health Care Policy and Financing Regulation at 10 C.C.R. 2505-10.
- 3.1.3. Colorado Department of Health Care Policy and Financing, Office of Community Living written communications.
- 3.1.4. Colorado Department of Public Health and Environment at 6 C.C.R. 1011-1.
- 3.2. Contractor shall comply with existing policies, procedures, and guidelines issued by state agencies.
- 3.3. For any policies, procedures, and guidelines issued during the Contract term, Contractor shall comply with the policy, procedure, or guideline as of its effective date, unless otherwise specified by the Department or another regulatory agency.
- 3.4. Contractor's agency policies, procedures, and practices shall comply with 10 C.C.R. 2505-10, and shall be reviewed by its Board of Directors to remain in compliance.
- 3.5. **Single Point of Entry**
  - 3.5.1. Contractor shall be the single point of entry for persons residing in its designated service area for state funded services and supports authorized pursuant to C.R.S. Title 25.5, Article 10, to individuals with intellectual and developmental disabilities.
- 3.6. **Service Support Requirements**
  - 3.6.1. Contractor shall administer the three State General Funded Programs: State SLS, OBRA-SS, and FSSP and purchase 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 in the event that there are no Providers available to provide services.
  - 3.6.2. 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.
  - 3.6.3. Contractor shall provide the individuals and 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.
  - 3.6.4. Contractor shall have procedures for a dispute resolution process, as described in 10 C.C.R. 2505-10, Section 8.605.2, when an action to terminate, change, reduce or deny services is initiated by the provider service agency.
- 3.7. **Member Records**
  - 3.7.1. Contractor shall comply with reporting and billing policies and procedures established by the Department, participate in the State's management information systems and adhere to the information system requirements provided by the Department for these systems.
  - 3.7.2. Contractor shall:
    - 3.7.2.1. Maintain Member records within the Department prescribed system for the purposes of Member information management.



- 3.7.2.2. Maintain accurate and detailed documentation of State General Fund ongoing case management and monitoring activities required under this Contract. All documentation must be made available to the Department upon request within 10 Business Days.
- 3.7.2.3. Ensure all enrollments into the State General Funded programs comply with all requirements within this Contract and are entered into the Department prescribed system within 10 Business Days of the enrollment.
- 3.7.2.4. Enter all Member terminations from the State General Fund programs into the Department prescribed system within 10 Business Days of the termination.
- 3.7.2.5. Contractor shall maintain internal documentation of all Case Management activities to substantiate any billing and make all documentation available to the Department upon request.

**3.8. Compilation and Correction of Data**

- 3.8.1. Contractor shall correct 100% of data errors, discovered by the Department, and confirm the accuracy of the corrected data entered into the Department prescribed system within 10 Business Days of notification from the Department of an error.
- 3.8.2. **PERFORMANCE STANDARD:** 100% of data corrected within 10 Business Days of notification.

**3.9. Program and Case Management Training**

- 3.9.1. Contractor shall ensure all Case Management staff receive the trainings listed below within 120 calendar days after the staff member's hire date and prior to being assigned independent case management duties. Case management staff must receive refresher training as required by the Department or Contractor. Training must include the following areas:
  - 3.9.1.1. State General Fund program requirements, services, and ongoing case management
  - 3.9.1.2. Determinations of Developmental Disability or Delay
  - 3.9.1.3. Department Information Management Systems Documentation
  - 3.9.1.4. Critical Incident Reporting
  - 3.9.1.5. Mandatory Reporting
  - 3.9.1.6. Disability and Cultural Competency
- 3.9.2. There will be no exemptions to the above list of required trainings as all case managers should have a basic knowledge of all case management activities regardless of ongoing duties.
- 3.9.3. Contractor shall utilize training materials provided by the Department where applicable related to Section 3.9.1 of this Contract.
- 3.9.4. Contractor shall participate in Department trainings. Participation can be at the time of the presented training or following the training using the materials available on the Department Website.

- 3.9.5. Case Management staff hired by Contractor with a minimum of one-year immediate prior experience working for a Colorado CCB, may perform case management activities prior to completion of the training requirements. All outlined training at Section 3.9.1 must be completed within 120 calendar days after the staff member's hire date, unless Contractor can provide documentation that the required training has occurred.
- 3.9.6. Contractor may elect to perform additional training not outlined in the Contract, but applicable to the Scope of Work.
- 3.9.7. Contractor shall maintain supporting documentation demonstrating case managers received the required trainings and make the information available to the Department upon request within 10 Business Days. Supporting documentation must at a minimum include the name and description of the training, date the training was held, name of the case manager who received the training, and the trainer's signature indicating the case manager completed the training.

**3.10. Service Utilization Reporting**

- 3.10.1. Contractor shall report all services utilized by members for State SLS, FSSP, and OBRA-SS within the Department's prescribed system within 30 days after the end of the month the service was delivered service, except for services rendered in the month of June, which must be entered no later than June 30<sup>th</sup> of each year or the Fiscal Year end close date determined by the Department.
- 3.10.2. Adjustments to service utilization must be entered into the Department's prescribed system within 10 Business Days of the 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.
- 3.10.3. The Department will use service utilization data from the prescribed system to process reimbursement for services. Adjustments to utilization will be reflected on the next month's payment within the fiscal year. Any overpayments identified outside of the fiscal year must be returned to the Department within 30 days of the date of discovery.
- 3.10.4. Contractor shall verify all services are supported with required documentation as required in 10 C.C.R. 2505-10 Section 8.613.J.2 and 10 C.C.R. 2505-10 Section 8.501.3. Supporting documentation must be made available to the Department upon request.

**3.11. State Supported Living Services (State SLS)**

**3.11.1. General Requirements**

- 3.11.1.1. Contractor shall operate the State SLS program pursuant to 10 C.C.R. 2505-10 Section 8.501.
- 3.11.1.2. Contractor shall not add surcharges to the purchase of covered services for State SLS.
- 3.11.1.3. 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.

3.11.1.4. Contractor shall provide or subcontract 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 8.501.

3.11.1.5. The Department will notify Contractor of the target number of Members who 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 Members can be served within the funding allocated. Target caseload is calculated using the unique number of Members who receive direct services during the Contract Period.

3.11.2. **State SLS Eligibility**

3.11.2.1. Contractor shall determine eligibility for the State SLS program pursuant to 10 C.R.S. 2505-10 Section 8.501.2(2)(a).

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

3.11.3. **State SLS Individual Support Plans**

3.11.3.1. Pursuant to 10 C.R.S. 2505-10 Section 8.501.4.E.6 all State SLS Members must have a State SLS Individual Support Plan (State SLS ISP).

3.11.3.2. Contractor shall develop a State SLS 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 State SLS ISP during this time. Contractor shall ensure the State SLS ISP is signed by all required parties prior to implementation.

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

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

3.11.3.5. 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.

3.11.3.6. **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.

3.11.3.7. 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.

3.11.3.8. If a Member seeks additional supports or reports a change in need, Contractor shall review and update the ISP prior to changing the authorized services and supports.

3.11.4. **State SLS Ongoing Case Management**

3.11.4.1. Contractor shall utilize appropriated funds to perform Case Management duties in accordance with 10 C.C.R. 2505-10 Section 8.501.5(B) to include:

3.11.4.1.1. Intake and referral

- 3.11.4.1.2. Determining program eligibility
- 3.11.4.1.3. Supporting individuals with learning and accessing other community resources
- 3.11.4.1.4. Developing a State SLS Individual Support Plan
- 3.11.4.1.5. Maintaining the determination of eligibility for services and supports
- 3.11.4.1.6. Providing service and support authorization and coordination
- 3.11.4.1.7. Program transition coordination
- 3.11.4.1.8. Case Management, policy, and regulation training
- 3.11.4.1.9. Service records maintenance
- 3.11.4.1.10. Utilization review
- 3.11.4.2. Contractor shall document all ongoing case management activities in detail in the Department's prescribed system within 10 Business Days of the activity.
- 3.11.4.3. The use of mass email communication, robotic and/or automatic voice messages cannot be used to replace Contractor's required individualized case management or any billable activities.
- 3.11.4.4. **Monitoring**
  - 3.11.4.4.1. Monitoring shall be person centered and include at least one in person contact with the Member at the 6-month review in addition to the annual ISP. Two additional monitoring contacts per year must be completed using the individual's selected modality, in person or virtual, and should be discussed and determined based on Member preference and need.
  - 3.11.4.4.2. Monitoring activities shall include but not be limited to:
    - 3.11.4.4.2.1. Monitoring all services and supports delivered pursuant to the State SLS Individual Support Plan
    - 3.11.4.4.2.2. Assessing the effectiveness of the State SLS supports and services
    - 3.11.4.4.2.3. Assessing if additional State SLS supports and services are needed
    - 3.11.4.4.2.4. Support in assessing if the individual has become eligible for any other resources including community resources and other Medicaid resources
    - 3.11.4.4.2.5. Reviewing health and safety concerns
    - 3.11.4.4.2.6. Reviewing Critical Incidents
  - 3.11.4.5. Contractor shall document all monitoring activities in detail in the Department's prescribed system within 10 Business Days of the activity.
  - 3.11.4.6. **PERFORMANCE STANDARD:** 100% of all monitoring activities shall occur at the required quarterly interval.
- 3.11.5. **Transfers**
  - 3.11.5.1. Contractor shall manage State SLS transfers in accordance with 10 C.R.S 2505-10 Section 8.501.6.

**3.11.6. State SLS Direct Services**

3.11.6.1. Contractor shall utilize appropriated funds 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 8.501.4(A-D).

**3.11.6.2. State SLS Records Maintenance**

3.11.6.2.1. When Contractor acts as the service provider, it shall:

3.11.6.2.1.1. Maintain supporting documentation capable of substantiating all expenditures and shall make them available to the Department upon request as required in 10 C.C.R. 2505-10 Section 8.130.2.

3.11.6.2.1.1.1. 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.

3.11.6.2.1.2. 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.

3.11.6.2.2. When Contractor purchases services through a service provider not affiliated with Contractor, Contractor shall:

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

3.11.6.2.2.1.1. 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.

3.11.6.2.2.2. 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.

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

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

3.11.6.2.2.5. 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.

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

3.12.1. 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 that OBRA-SS are related to the individual's intellectual or developmental disability or related condition and individualized to the resident's needs.

3.12.2. **PASRR Level II Evaluation**

3.12.2.1. 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.

3.12.3. **Maintaining Eligibility and Enrollment**

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

3.12.3.2. 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 subcontractors 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.

3.12.3.3. 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 Member's record in the Department prescribed system.

3.12.4. **OBRA-SS Individual Support Plans**

3.12.4.1. 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.

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

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

3.12.4.4. 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.

3.12.4.4.1. **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.

3.12.4.5. 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.

3.12.4.6. If a Member seeks additional supports or reports a change in need, Contractor shall review and update the ISP prior to changing the authorized services and supports.

3.12.4.7. Contractor shall maintain all OBRA-SS ISPs and supporting documentation and make them available to the Department upon request in the form and manner prescribed by the Department.

3.12.5. **OBRA-SS Ongoing Case Management**

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

3.12.5.1.1. Intake and referral

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

3.12.5.1.3. Developing an OBRA-SS Individual Support Plan

3.12.5.1.4. Maintaining the determination of eligibility for services and supports

3.12.5.1.5. Providing service and support authorization and coordination.

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

3.12.5.1.7. Program transition coordination

3.12.5.1.8. Service records maintenance

3.12.5.1.9. Case Management, policy, and regulation training

3.12.5.1.10. Utilization review

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

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

3.12.5.4. **Monitoring**

3.12.5.4.1. Monitoring shall be person centered and include at least one in person contact with the Member at the 6-month review in addition to the annual ISP. Two additional monitoring contacts per year must be completed using the individual's selected modality, in person or virtual, and should be discussed and determined based on Member preference and need.

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

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

3.12.5.4.2.2. Assessing the effectiveness of the supports and services

3.12.5.4.2.3. Assessing if additional supports and services are needed

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

3.12.5.4.2.5. Reviewing health and safety concerns

- 3.12.5.4.2.6.           Reviewing any Critical Incidents
- 3.12.5.4.3.           Contractor shall document all monitoring activities in detail in the Department’s prescribed system within 10 Business Days of the activity.
- 3.12.5.4.4.           **PERFORMANCE STANDARD:** 100% of monitoring activities shall occur at the required quarterly interval.
- 3.12.6.           **OBRA-SS Direct Services**
  - 3.12.6.1.           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.
  - 3.12.6.2.           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
  - 3.12.6.3.           Contractor shall utilize appropriated funds to provide services 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:
    - 3.12.6.3.1.           Assistive Technology
    - 3.12.6.3.2.           Behavioral Consultation
    - 3.12.6.3.3.           Behavioral Line Services
    - 3.12.6.3.4.           Behavioral Counseling
    - 3.12.6.3.5.           Behavioral Counseling Group
    - 3.12.6.3.6.           Behavioral Plan Assessment
    - 3.12.6.3.7.           Day Habilitation - Specialized Habilitation
    - 3.12.6.3.8.           Day Habilitation - Supported Community Connections
    - 3.12.6.3.9.           Dental – Basic
    - 3.12.6.3.10.           Dental – Major
    - 3.12.6.3.11.           Mileage
    - 3.12.6.3.12.           Other Public Conveyance
    - 3.12.6.3.13.           Prevocational Services
    - 3.12.6.3.14.           Recreational Facility Fees/Passes
    - 3.12.6.3.15.           Job Coaching – Individual
    - 3.12.6.3.16.           Job Coaching – Group
    - 3.12.6.3.17.           Job Development – Individual
    - 3.12.6.3.18.           Job Development – Group
    - 3.12.6.3.19.           Job Placement



3.12.6.3.20. Vision

3.12.6.4. Services must be provided in accordance with the service definitions found in 10 C.C.R. 2505-10 Section 8.500.94.B.

**3.12.7. OBRA-SS Records Maintenance**

3.12.7.1. When Contractor acts as the service provider, it shall:

3.12.7.1.1. Maintain supporting documentation capable of substantiating all expenditures and shall make them available to the Department upon request as required in 10 C.C.R. 2505-10 Section 8.130.2.

3.12.7.1.1.1. 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.

3.12.7.1.2. 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.

3.12.7.2. When Contractor purchases services through a service provider not affiliated with Contractor, Contractor shall:

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

3.12.7.2.1.1. 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.

3.12.7.2.2. 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.

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

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

3.12.7.2.5. 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.

**3.12.8. Mental Health Services Prohibited**

3.12.8.1. 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.

3.12.8.2. 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.

**3.13. Family Support Services Program (FSSP)**

3.13.1. Contractor shall provide or purchase Family Support Services pursuant to §25.5-10-305, C.R.S. and 10 C.C.R. 2505-10 Section 8.613.

**3.13.2. Eligibility, Needs Assessment, and Prioritization of Families**

3.13.2.1. Contractor shall determine individual eligibility for the FSSP pursuant to 10 C.R.S 2505-10 Section 8.613.C.(1-4).

3.13.2.2. 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 8.613.E.7(a-e). The tool shall be included in Contractor's Policies and Procedures for the FSSP and be made available to the Department upon request.

3.13.2.3. 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 8.613.E.

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

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

3.13.2.6. 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.

**3.13.3. Family Support Plans (FSP)**

3.13.3.1. 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 and 25.5-10-211 C.R.S prior to receiving services.

3.13.3.2. 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.

3.13.3.3. The FSP shall be developed through a meeting that includes, at a minimum, a family representative, and Contractor.

3.13.3.3.1. Contractor shall ensure that 100% of the FSPs are developed within 10 Business Days of the individual's referral to FSSP or after the initial ISP meeting.

- 3.13.3.3.2. **PERFORMANCE STANDARD:** 100% of the FSPs are developed within 10 Business Days of the individual's referral to FSSP or after the initial ISP meeting.
- 3.13.3.4. The FSP shall be effective for no more than one year.
- 3.13.3.5. 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.
- 3.13.3.6. Contractor shall document and finalize all FSPs information in the Department's prescribed system within 10 Business Days of the initial ISP meeting.
- 3.13.4. **FSSP Ongoing Case Management**
- 3.13.4.1. Pursuant to 10 C.R.S 2505-10 Section 8.613.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.
- 3.13.4.2. Contractor shall not charge families to provide direct services and case management for Family Support Services.
- 3.13.4.3. 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.
- 3.13.4.4. Contractor shall utilize appropriated funds to perform case management duties in accordance with 10 CCR 2505 8.613.G to include:
  - 3.13.4.4.1. 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.
  - 3.13.4.4.2. Providing service authorization and support coordination to include, but not limited to, assessing the effectiveness of FSSP supports and services
  - 3.13.4.4.3. Ensuring all services and supports are delivered in accordance with the FSP
  - 3.13.4.4.4. Coordinating with families to obtain required documentation for services
  - 3.13.4.4.5. Supporting the individual in assessing eligibility for other community and/or Medicaid resources
  - 3.13.4.4.6. Program transition coordination
  - 3.13.4.4.7. Service records maintenance
  - 3.13.4.4.8. Case Management, policy, and regulation training
  - 3.13.4.4.9. Utilization review
- 3.13.4.5. Contractor shall document all ongoing case management activities in detail in the Department's prescribed system within 10 Business Days of the activity. The use of mass email communication, robotic and/or automatic voice messages cannot be

used to replace Contractor's required individualized case management or any billable activities.

**3.13.5. FSSP Direct Services**

- 3.13.5.1. Contractor shall utilize appropriated FSSP funds to 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.
- 3.13.5.2. 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. Correlation between the need and the disability must be documented in the FSP.
- 3.13.5.3. Contractor shall ensure that all services are provided in the most cost-effective manner, meaning the least expensive manner to meet the need.
- 3.13.5.4. Contractor shall ensure that all services are authorized pursuant to the FSP.
- 3.13.5.5. 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 8.613(F)(8) (a-h). Contractor shall not authorize or provide any service that is not outlined in these regulations.
- 3.13.5.6. 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.
- 3.13.5.7. Contractor shall prioritize funding for the FSSP pursuant to 10 C.R.S 2505-10 Section 8.613.E(1-2).

**3.13.6. Family Support Council**

- 3.13.6.1. Contractor shall establish and maintain a Family Support Council (FSC) pursuant to §25.5-10-304, C.R.S. and 10 C.C.R. 2505-10 Section 8.613.B.
- 3.13.6.2. Contractor shall notify the Department in writing of any changes to the FSC within 10 Business Days.
- 3.13.6.3. Contractor shall provide an 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.
- 3.13.6.4. Contractor shall ensure the FSC fulfills all duties outlined in 10 C.C.R. 2505-10 Section 8.613.B. Contractor shall document 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.
- 3.13.6.4.1. **DELIVERABLE:** FSC Meeting Minutes

3.13.6.4.2. **DUE:** By the 15<sup>th</sup> of each month and by June 30<sup>th</sup> or the Fiscal Year end close date determined by the Department for any meetings held in June.

3.13.7. **FSSP Evaluation**

3.13.7.1. 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 8.613.K.

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

3.13.7.2.1. **DELIVERABLE:** Annual Evaluation Report

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

3.13.8. **FSSP Annual Program Report**

3.13.8.1. Contractor shall create and submit an annual FSSP Program Report to the Department. The FSSP Program Report shall contain all requirements outlined in 10 CCR 2505-10 Section 8.613.M.

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

3.13.8.2.1. **DELIVERABLE:** FSSP Program Report

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

3.13.9. **FSSP Records Maintenance**

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

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

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

3.13.9.2.1.1. 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.

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

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

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

3.13.9.3.2. 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.

- 3.13.9.4. When Contractor provides funding to Members and/or families for the purchase of services or items in advance, Contractor shall:
  - 3.13.9.4.1. 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.
  - 3.13.9.4.2. 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.
  - 3.13.9.4.3. Ensure the Member and/or family provides Contractor with receipts or invoices.
  - 3.13.9.4.4. 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.
    - 3.13.9.4.4.1. 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.
  - 3.13.9.4.5. Contractor shall ensure the documentation received by the Member and/or family, indicates that the amount was paid.
  - 3.13.9.4.6. 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.
  - 3.13.9.4.7. If Contractor cannot provide supporting documentation as described in this section, the Department may recover any unsubstantiated expenditures from Contractor.
- 3.13.9.5. 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 date(s) of services.
  - 3.13.9.5.1. 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 providing multiple family services.

#### **4. MEDICAID PROGRAMS**

##### **4.1. Rules, regulations, and references:**

- 4.1.1. Contractor shall abide by and perform its duties and obligations in conformity with relevant federal law, all pertinent federal regulations, state law, and regulations of the

Department of Health Care Policy and Financing, Colorado Department of Human Services, and the Colorado Department of Public Health and Environment which include but are not limited to:

- 4.1.1.1. Colorado Revised Statute, Title 25.5, Article 10.
- 4.1.1.2. Colorado Department of Health Care Policy and Financing, Office of Community Living written communications.
- 4.1.1.3. Colorado Department of Public Health and Environment at 6 C.C.R. 1011-1.
- 4.1.1.4. Colorado Department of Human Services 12 C.C.R. 2509-8 7.700.
- 4.1.1.5. Contractor shall comply with all State Medicaid regulations promulgated by the Department. These regulations include, but are not limited to, Department regulations regarding:
  - 4.1.1.5.1. The HCBS-DD waiver, 10 C.C.R. 2505-10 Sections 8.500 to 8.500.80,
  - 4.1.1.5.2. The HCBS-SLS waiver, 10 C.C.R. 2505-10 Sections 8.500.90 to 8.500.102,
  - 4.1.1.5.3. The HCBS-CES waiver, 10 C.C.R. 2505-10 Section 8.503, et seq.,
  - 4.1.1.5.4. The HCBS-CHRP waiver, 10 C.C.R. 2505-10 Section 8.508,
  - 4.1.1.5.5. Long Term Care, 10 C.C.R. 2505-10 Sections 8.400 to 8.401,
  - 4.1.1.5.6. Recipient Appeals, 10 C.C.R. 2505-10 Section 8.507, and
  - 4.1.1.5.7. Services for Individuals with Intellectual and Developmental Disabilities, 10 C.C.R. 2505-10 Sections 8.600, et seq.
- 4.1.2. 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.
- 4.1.3. Contractor shall ensure applicant and Member rights are protected in accordance with Title XIX of the Social Security Act, other applicable federal and state laws, and Department regulations.

#### 4.2. **Training**

- 4.2.1. Contractor shall ensure that all Case Management staff receive the trainings listed below and any additional Department assigned training within 120 calendar days after the staff member's hire date and prior to being assigned independent case management duties. Case Management staff must receive a refresher training as required by the Department, the Department approved vendor or Contractor. Training must include the following areas:
  - 4.2.1.1. Long Term Services and Supports Eligibility
  - 4.2.1.2. Intake and Referral
  - 4.2.1.3. Determination of Developmental Disability or Delay
  - 4.2.1.4. Level of Care Screen and Needs Assessment
  - 4.2.1.5. Person –Centered Support Planning
  - 4.2.1.6. Notices and Appeals

- 4.2.1.7. System Documentation
- 4.2.1.8. Long Term Home Health (LTHH)
- 4.2.1.9. Applicable Federal and State laws and regulations for LTSS programs
- 4.2.1.10. Critical Incident Reporting
- 4.2.1.11. Waiver requirements and services
- 4.2.1.12. Mandatory Reporting
- 4.2.1.13. Disability and Cultural Competency
- 4.2.1.14. Participant Directed Training
- 4.2.2. There will be no exemptions to the above list of required trainings as all case managers should have a basic knowledge of all case management activities regardless of ongoing duties.
- 4.2.3. Contractor shall utilize training materials provided by the Department where applicable related to Section 4.2.1 of this Contract.
- 4.2.4. Contractor shall participate in Department trainings. Participation can be at the time of the presented training or following the training using the materials available on the Department Website or Learning Management System (LMS).
- 4.2.5. 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.
- 4.2.6. Contractor may elect to perform additional training not outlined in the Contract, but applicable to the Scope of Work. Contractor may utilize the Department's Case Management Training Template to identify trainings attended that are not required by the Department.
- 4.2.7. 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 4.2.1 of this Contract, using the reporting template provided by the Department for review, approval, and payment.
- 4.2.8. Within one year of implementation of the Department prescribed Level of Care Screen and Needs Assessment:
  - 4.2.8.1. Case Managers are required to receive oversight reviews of their performance including their competency with completing the Level of Care Screening and Assessment. Supervisors, lead workers or a case manager with three years of case management experience shall perform shadow assessments with one half of Contractor's case management staff prior to the end of the Contract Fiscal Year to complete the Level of Care Assessment. Documentation on Case Manager performance is to be maintained by Contractor and provided to the Department upon request.
  - 4.2.8.2. Case Managers are required to meet competency requirements determined by the Department to perform case management tasks including the correct application of



the assessment and applicable waiver benefits. Case Managers must pass assigned training competency requirements to independently perform Case Management activities.

- 4.2.8.2.1. **DELIVERABLE:** Case Management Training
- 4.2.8.2.2. **DUE:** Semi-annually, trainings held between July 1st and December 31st are due January 15th; and trainings held between January 1st through June 29th are due June 30th or the Fiscal Year end close date set by the Department
- 4.2.9. 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, date the training was held, case managers in attendance, and trainer sign off showing the case manager completed the training.
- 4.3. Case Management staff employed by Contractor shall complete the available Department prescribed training prior to the launch of the Department's new Care and Case Management Information Technology System (CCM).
  - 4.3.1. Case managers must meet the competency requirements as outlined in Department training guidance.
  - 4.3.2. **DELIVERABLE:** Completed Case Management Training on the Care and Case Management (CCM) system.
  - 4.3.3. **DUE:** No later than June 30th
- 4.4. **Intake, Screening and Referral**
  - 4.4.1. Contractor shall perform all intake, screening, and referral functions/activities that shall include, but not limited to, the following:
    - 4.4.1.1. Facilitating the Medicaid application process and responding to all referrals of potentially eligible individuals and Members within two Business Days of receipt of the referral.
    - 4.4.1.2. Processing information regarding individual Medicaid eligibility within two Business Days of receipt from the eligibility site.
    - 4.4.1.3. Ask referring agencies to complete and submit an intake and screening form to initiate the process.
    - 4.4.1.4. Providing information and referral to other agencies as needed.
    - 4.4.1.5. Making initial contact with individuals to include a preliminary screening in the following areas:
      - 4.4.1.5.1. An individual's need for LTSS.
      - 4.4.1.5.2. An individual's need for referral to other programs or services.
      - 4.4.1.5.3. An individual's eligibility for financial and program assistance.
      - 4.4.1.5.4. The need for a Level of Care Screen.

- 4.4.1.5.5. Maintain individual and Member records including documentation of the referrals and outcome utilizing the Department's prescribed system.
- 4.4.1.5.6. Contractor shall ensure documentation includes the individual's need for LTSS and/or the Client's request for a Level of Care Screen, even though the screening indicates the individual may not be eligible for LTSS.
- 4.4.1.5.7. Individuals shall be notified at the time of their application for publicly funded LTSS that they have the right to appeal actions. The notification shall include the right to request a fair hearing before an Administrative Law Judge.
- 4.4.1.5.8. **PERFORMANCE STANDARD:** 100% of Referrals are entered into the Department prescribed system within three Business Days from the date of referral.

**4.5. Level of Care Assessment and CCM Tool Screen and Assessment**

- 4.5.1. Contractor shall perform the Level of Care Assessment as indicated in Section 4.6 or the CCM Tool Screen and Needs Assessment as indicated in Section 4.8 for each Member as directed by the Department. Contractor shall not perform both a Level of Care Assessment and a new CCM Tool Screen and Needs Assessment for the same Member unless directed to do so by the Department.

**4.6. Level of Care Assessment (100.2)**

- 4.6.1. Contractor shall provide staff that meet the case manager qualifications set forth in state statutes and regulations to perform all Level of Care Assessments.
- 4.6.2. Contractor shall conduct an Initial Level of Care Assessment for all new applicants to HCBS-DD, HCBS-SLS, HCBS-CES, and HCBS-CHRP waivers, and the Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF-IID). Initial Level of Care Assessment include the following Assessment Event types: Initial Review, HCBS-DD Waitlist, Deinstitutionalization (DI), and Reverse Deinstitutionalization. Continued Stay Review Level of Care Assessments include the following Assessment Event types: Continued Stay Review and Unscheduled Review.
- 4.6.3. An Unscheduled Review Assessment Event Type shall be utilized when a Level of Care 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.
- 4.6.4. Contractor shall conduct an Initial Level of Care Assessment in accordance with the following timelines:
  - 4.6.4.1. 10 Business Days for individuals residing in the community, upon completion of the DD determination, when the individual requests HCBS waiver services, and upon verifying Medicaid eligibility or submission of a Medicaid application.
  - 4.6.4.2. Five Business Days from the date of referral for individuals residing in a nursing facility or ICF-IID.
  - 4.6.4.3. Two Business Days from the date of referral for individuals residing in a hospital.

- 4.6.4.4. Contractor shall enter and verify the evaluation into the Benefits Utilization System (BUS) within 10 Business Days of completing the evaluation.
- 4.6.4.4.1. **PERFORMANCE STANDARD:** Initial Level of Care Assessment
- 4.6.4.4.2. **DUE:** Within 10 Business Days after completing the evaluation. Contractor shall verify that an individual needs an institutional level of care by receiving a Professional Medical Information Page (PMIP) signed by a medical professional and dated no earlier than six months from the certification start date and no later than 90 days from the evaluation date of an Initial Level of Care Assessment; and 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 Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF-IID). Contractor shall conduct all Level of Care Evaluations in accordance with regulations.
- 4.6.5. Contractor shall conduct a Continued Stay Review Assessment every 12 months for Clients who are continually enrolled for the HCBS-DD, HCBS-SLS, HCBS-CES, and HCBS-CHRP waivers. Contractor shall enter the review into the BUS within 10 Business Days of completing the evaluation.
- 4.6.5.1. **PERFORMANCE STANDARD:** Enter and verify Continued Stay Reviews within 10 Business Days after completing the assessment.
- 4.6.5.2. Contractor shall enter and verify the Continued Stay Review into the BUS within 10 Business Days of completing the assessment. Failure by Contractor to complete the annual Level of Care Assessment shall cause a break in payment authorization for waiver services for the Client.
- 4.6.5.3. Contractor shall ensure that this break in payment authorization shall not affect the continued delivery of waiver services to the Client. Service costs incurred during a break in payment authorization are non-allowable costs.
- 4.6.5.4. Contractor shall bear the sole financial responsibility of 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.
- 4.6.6. 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.
- 4.7. **Care and Case Management (CCM) System Implementation**
- 4.7.1. Contractor shall participate in the implementation of the Department's new Care and Case Management (CCM) Information Technology system and the new Colorado Single Assessment and Person-Centered Support Plan as requested and determined by the Department.
- 4.7.1.1. Contractor shall manage Member records and document case management activities formally completed in the DDDWeb and Benefits Utilization System (BUS) using the CCM.

- 4.7.1.2. Contractor will complete either the ULTC 100.2 and Service Plan (formally completed in the (BUS) or the new Colorado Single Assessment and Person-Centered Support Plan instruments for initial and reassessments as determined by the Department and document each in the CCM system.
- 4.7.1.3. Staff employed by Contractor shall participate in training, as required and outlined by the Department in Section 4.3, on the CCM system automation; the Colorado Single Assessment and Person-Centered Support Plan instruments prior to performing the LOC Screen, Needs Assessment, or Person-Centered Support Plan.
- 4.7.2. Contractor shall explain to Members the new assessment and support plan process at the time of the CSR and at initial enrollment, as directed by the Department.
  - 4.7.2.1. Contractor shall schedule and conduct new LOC Screen in accordance with the timelines in Section 4.8.1.2 and 4.8.1.8 of this Contract.
  - 4.7.2.2. Contractor shall conduct a LOC Screen for Continued Stay Reviews for the following Home and Community Based Services (HCBS) Waivers in the CCM system:
    - 4.7.2.2.1. HCBS-CES
    - 4.7.2.2.2. HCBS-CHRP
    - 4.7.2.2.3. HCBS-DD
    - 4.7.2.2.4. HCBS-SLS
  - 4.7.2.3. Contractor shall assess and determine eligibility for HCBS waivers based on each waiver program targeting criteria and assist the client to select the appropriate waiver based on the eligibility determination.
  - 4.7.2.4. Contractor shall manually submit LOC determination, to include the waiver program selection based on the targeting criteria eligibility determination, to the appropriate county, using a process as determined by the Department. For initial enrollments, once confirmation of financial eligibility is determined, if the individual has chosen a waiver program that is not managed by Contractor, Contractor shall coordinate a transfer to the appropriate case management agency and assure the transfer is reported to the Department and is completed.
- 4.7.3. Contractor shall provide feedback on system automation, system issues and training materials as directed by the Department or the Department's designee.
- 4.7.4. **DELIVERABLE:** Completed Case Management Training on the Colorado Single Assessment and Person-Centered Support Plan.
- 4.7.5. **DUE:** No later than June 30th
- 4.8. **CCM Level of Care Screen and Needs Assessment**
  - 4.8.1. **Level of Care Screen and Needs Assessment**
    - 4.8.1.1. 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 8.393.2 et seq.

- 4.8.1.1.1. The Initial and Reassessment Level of Care Screen must include and ensure, but not limited to, the following:
- 4.8.1.1.2. A verification of Long-Term Care (LTC) Medicaid Financial eligibility or LTC Medicaid application submission.
- 4.8.1.1.3. 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.
- 4.8.1.1.4. Needs Assessment shall be conducted in person or virtually based on the individual or Member's preference.
- 4.8.1.1.4.1. Contractor shall verify that a Member needs an 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 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).
- 4.8.1.1.5. A review of all supportive information related to the Level of Care for the Member to include, but not limited to, documentation and interviews.
- 4.8.1.1.6. Communicating Level of Care Eligibility status to the appropriate eligibility site.
- 4.8.1.1.7. Representing the Department in all appeals relevant to a LTSS program eligibility.
- 4.8.1.1.8. A review of HCBS waiver Target Criteria for applicant or Member participation.
- 4.8.1.1.9. Determine individual or Member Level of Care Eligibility for enrollment in an CES, CHRP, DD, or SLS HCBS Waiver, PACE, LTHH, 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.
- 4.8.1.1.10. Providing notice of action to Members of all appealable actions related to their eligibility in a LTSS program.
- 4.8.1.1.11. 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 8.393.2.C et seq.

**4.8.1.2. Level of Care Screen**

- 4.8.1.3. The Level of Care Screen shall include the following event types:
  - 4.8.1.3.1. Initial
  - 4.8.1.3.2. Reassessment

- 4.8.1.3.3. Off-Cycle Review
- 4.8.1.4. Contractor shall conduct an Initial Level of Care Screen prior to enrolling in the following programs:
  - 4.8.1.4.1. HCBS CES, CHRP, DD, and SLS Waivers
  - 4.8.1.4.2. ICF-IDD
- 4.8.1.5. Contractor shall conduct an Initial Level of Care Screen in accordance with the following timelines:
  - 4.8.1.5.1. Within 10 Business Days after receiving confirmation that the Medicaid application has been received by the county Department of Human or Social Services for individuals residing in the community.
  - 4.8.1.5.2. Within 10 Business Days after receiving a referral from a provider for PACE.
  - 4.8.1.5.3. Within five Business Days after receiving a completed referral from the nursing facility.
  - 4.8.1.5.4. Within five Business Days from the date of referral for individuals residing in a nursing facility or ICF-IID.
  - 4.8.1.5.5. Within two Business Days after receiving a completed referral from the hospital.
- 4.8.1.6. The Initial Level of Care Screen shall include, but is not limited to the following:
  - 4.8.1.6.1. A review of financial eligibility information
  - 4.8.1.6.2. A review of the Level of Care Screen information
  - 4.8.1.6.3. A review of relevant medical, educational, social, or other assessment records or information when applicable.
- 4.8.1.7. Annual Level of Care Screen Reassessment**
  - 4.8.1.7.1. Contractor shall conduct an Annual Reassessment Level of Care Screen no earlier than 90 days prior to and no later than 30 days prior to the current Level of Care Screen certification end date.
  - 4.8.1.7.2. 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.
    - 4.8.1.7.2.1. 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.
    - 4.8.1.7.2.2. Contractor shall follow 10 C.C.R. 2505-10, Section 8.393.6 et seq. when transferring a Member from one county to another county or from one Defined Service Area to another Defined Service Area.

- 4.8.1.7.2.3. Contractor shall take action regarding Member Medicaid eligibility within one Business Day of receipt from the eligibility site.
- 4.8.1.7.2.4. 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.
- 4.8.1.7.2.4.1. **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 8.393.2.C 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 8.393.2.C et seq.
- 4.8.1.7.2.4.1.1. Members shall be notified at the time of the eligibility decision that they have the right to appeal actions of Contractor to 10 CCR 2505-10 Section 8.519.22 et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.

**4.8.1.8. Needs Assessment**

- 4.8.1.8.1. Contractor shall conduct an Initial and Annual Needs Assessment for the following programs:
  - 4.8.1.8.1.1. HCBS CES, CHRP, DD, and SLS Waivers
- 4.8.1.8.2. 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, choose to enroll in HCBS waiver services, and meet the required Level of Care for LTSS, and waiver Target Criteria for one of more of the CES, CHRP, DD, or SLS HCBS waivers must have a Needs Assessment conducted.
  - 4.8.1.8.2.1. Contractor shall conduct a Needs Assessment with Members to determine the level of support needed and identify personal preferences and goals.
  - 4.8.1.8.2.2. Contractor shall detail the options to respond to required questions only or to answer additional voluntary questions in the Needs Assessment.
- 4.8.1.8.3. Contractor shall conduct and document a Needs Assessment for Members in accordance with the following timelines:
  - 4.8.1.8.3.1. Within 15 Business Days after determination of Level of Care and Financial eligibility for HCBS CES, CHRP, DD, or SLS Waivers.
  - 4.8.1.8.3.2. 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.

4.8.1.8.3.3. 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.

**4.9. COVID-19 Public Health Emergency Ending Activities**

4.9.1. Contractor shall review all currently served Members to identify which Members no longer meet the programmatic requirements to maintain their eligibility.

4.9.2. Contractor shall perform a minimum of two attempts to reach and/or locate the member or their representative using their preferred method of communication.

4.9.3. Contractor shall document all contact with Members using the Department Prescribed System.

4.9.4. Contractor shall work collaboratively with their County Office related to functional and financial eligibility.

4.9.5. Contractor shall outreach all impacted Members to inform of the end of the Public Health Emergency include, but not limited to:

4.9.5.1. Outreach Members to identify if the Member meets programmatic requirements by conducting an Assessment if the Member has not received their required level of care assessment and/or did not meet level of care requirements during their last continued stay review assessment.

4.9.5.2. Change Program

4.9.5.3. Additional Service Coordination

4.9.5.4. Issue Notice of Actions (LTC-803)

4.9.6. Contractor shall follow all Department guidance for service changes related to the end of the Public Health Emergency.

4.9.7. Contractor shall be compensated with a one-time payment for performing case management administrative activities related to the end of the Public Health Emergency.

4.9.7.1. **PERFORMANCE STANDARD:** 100% of all impacted Members are outreached and assessed to determine if members continue to meet programmatic requirements and/or financial eligibility.

**4.10. Supports Intensity Scale-A Assessment**

4.10.1. 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 8.612.1.H are met. Contractor shall not be reimbursed for a 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.

4.10.2. 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.



4.10.3. Contractor shall enter the SIS Assessment into SIS-A Online within sixty-five 65 calendar days of completing the assessment.

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

**4.11. HCBS-CHRP Support Need Level Assessment**

4.11.1. 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.

4.11.2. 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 Member's needs change.

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

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

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

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

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

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

**4.12. HCBS-CES Applications**

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

4.12.2. 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.

4.12.3. 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.

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

**4.13. Appeals**

4.13.1. Contractor shall represent the Department and defend any adverse action in accordance with 10 CCR 2505-10, Sections 8.057 *et. seq.* in all appeals initiated during this Contract. Contractor shall coordinate with the Department for any adverse actions necessitating Department attendance at a hearing.

4.13.1.1. Contractor shall identify and disclose to the Department immediately, and no later than 45 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.

- 4.13.2. Contractor shall represent its actions at Administrative Law hearings when the individual or Member appeals a denial or adverse action affecting individual's or Member's program eligibility or receipt of services.
- 4.13.3. Contractor shall process appeals in accordance with schedules published by the State of Colorado Office of Administrative Courts and rules promulgated by the Department.
- 4.13.4. Contractor shall develop an Appeals Packet which contains all relevant documentation to support Contractor's denial or adverse action.
- 4.13.5. Contractor shall develop the Appeals Packet no earlier than 20 Business Days prior to the date of a scheduled hearing.
- 4.13.6. Contractor shall submit appeal ruling exceptions to the Office of Administrative Courts when applicable and include all relevant information.
- 4.13.7. Contractor shall assist the Office of the State Attorney General on any case in which it is involved.
- 4.13.8. Contractor shall document all appeals where Contractor attends any hearing in an Administrative Law Court.
- 4.13.9. Contractor shall enter all Appeals and Hearing information, and follow-up, into the Department prescribed system and maintain detailed documentation.
- 4.13.10. Contractor shall make the Appeals Packets available to the Department upon request by the Department.
- 4.13.11. Contractor shall document all Appeals Creation of the Packet and Attendance at the Hearing information, no later than the 10th day of the month following the month when the packet or hearing was completed, and follow-up in the Department prescribed system and maintain detailed documentation.
- 4.13.11.1. **PERFORMANCE STANDARD:** 100% of Appeal Packets and Hearings Attended are added to the Department prescribed system monthly by the 10th day of the month following the month when the packet or hearing was completed.

**4.14. Management Information Systems and Reporting**

- 4.14.1. Contractor shall comply with reporting and billing policies and procedures established by the Department, participate in the State's management information systems, and adhere to the information system requirements provided by the Department for these systems. These systems include but are not limited to the Care and Case Management system (CCM).
- 4.14.2. Contractor shall:
  - 4.14.2.1. Utilize the Department prescribed system for the purpose of Member information management.
  - 4.14.2.2. Provide accurate documentation of administrative activities required under this Contract. Timely documentation shall be completed and entered into the Department prescribed system within 10 Business Days.

- 4.14.2.3. The use of mass email communication, robotic and/or automatic voice messages cannot be used to replace Contractors required individualized case management activities.

## 5. HCBS SETTINGS FINAL RULE TRANSITION WORKBOOK

- 5.1. Contractor shall abide by and perform its duties and obligations in conformity with the HCBS Settings Final Rule.
- 5.2. Contractor shall document, track, and provide on-going status updates as it relates to administrative work to support individual transitions under the HCBS Settings Final Rule. Documentation shall include an HCBS Settings Final Rule Transition Workbook that includes summarizing efforts at Contractor level and documenting at the individual Member level steps taken to support, and status of, transitions from noncompliant settings.
- 5.3. The HCBS Settings Final Rule Transition Workbook shall include information including, but not limited to:
  - 5.3.1. Summarizing Contractor's administrative processes and steps to facilitate Members transitions from both residential and nonresidential settings, including:
    - 5.3.1.1. Initially identifying Members affected by provisional and/or final notices of noncompliance, including individuals who may not have been included in any files shared by the Department.
    - 5.3.1.2. Explaining Contractor's steps taken to reach out to and provide each identified Member with the information included in the provisional and/or final notices of noncompliance.
    - 5.3.1.3. Identifying areas in which Contractor needed or still needs assistance from the Department.
  - 5.3.2. Documenting and tracking Members receiving services at residential settings subject to a provisional and/or final notice of noncompliance, to include, but not be limited to:
    - 5.3.2.1. Member identification information (first name, last name, Medicaid ID)
    - 5.3.2.2. Member's provider at noncompliant setting and the location of this setting
    - 5.3.2.3. Dates of initial communications with Member and provider based on the provisional notice of noncompliance
    - 5.3.2.4. If the setting was subject to a final notice of noncompliance, the following additional information:
      - 5.3.2.4.1. Current status of transition, and if not on track, a summary of the situation
      - 5.3.2.4.2. Case manager, transition team identified, and supervisor assigned
      - 5.3.2.4.3. Date of initial individual transition planning conversation based on final notice of noncompliance
      - 5.3.2.4.4. Member RFP details (dates, agencies, etc.)
      - 5.3.2.4.5. Monitoring activity (health and safety)
      - 5.3.2.4.6. Progress updates/summaries

- 5.3.2.4.7. Post-transition check-in dates
- 5.3.3. Documenting and tracking Members receiving services at nonresidential settings subject to a provisional and/or final notice of noncompliance, to include, but not be limited to, the same categories of information as specified above in Section 5.3.2.
- 5.4. Contractor shall submit the HCBS Settings Final Rule Transition Workbook to the Department for review, approval, and payment. the Department’s prescribed workbook template
- 5.4.1. **DELIVERABLE:** Final HCBS Settings Final Rule Transition Workbook
- 5.4.2. **DUE:** No later than June 1<sup>st</sup>

**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 establish any necessary cost accounting systems to identify the application of funds and record the amounts spent.
- 6.4. 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.
- 6.4.1. **DELIVERABLE:** Transaction and Funds Documentation
- 6.4.2. **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 C.F.R. 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 on December 26, 2013 and subsequently updated, and thus shall be required to follow all requirements and guidance contained in the Final Rule.
- 7.1.1. **Single Audits**
  - 7.1.1.1. Under the Final Rule, all Non-Federal Entities, as defined in the Final Rule, expending \$750,000.00 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.
  - 7.1.1.2. Contractor shall notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed \$750,000.00.
  - 7.1.1.3. If the expected or actual expenditures of federal assistance from all sources do not equal or exceed \$750,000.00 Contractor shall provide an attestation to the State that they do not qualify for a Single Audit.

7.1.1.4. Pursuant to the Final Rule §200.512 (a)(1) the Single Audit must be completed and submitted to the Department within the earlier of 30calendar 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.

7.1.1.4.1. **DELIVERABLE:** Single Audit

7.1.1.4.2. **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

7.1.1.5. 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.

7.1.1.5.1. **DELIVERABLE:** Attestation Form

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

7.1.1.6. The audit period shall be Contractor's Fiscal Year.

## 7.1.2. **Treatment of Funds**

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

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

7.1.2.1.2. 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.

## 8. **COMPENSATION**

### 8.1. **State General Fund Program Allocations**

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

8.1.2. 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.

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

8.1.3.1. If necessary to fully utilize program appropriations.

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

- 8.1.3.3. Supplemental appropriation changes resulting in an increase or decrease in the amounts originally appropriated and available for the purposes of this program.
- 8.1.3.4. Closure of programs and/or termination of related contracts.
- 8.1.3.5. Delay or difficulty in implementing new programs or services.
- 8.1.3.6. Other special circumstances as deemed necessary by the Department.
- 8.1.3.7. Changes in Member utilization due to changing needs, new enrollments, terminations, and/or delays in services.
- 8.1.3.8. Target caseloads not being met.

**8.2. State General Fund Program Target Caseloads**

- 8.2.1. The Department will notify Contractor in writing of the minimum number of individuals that shall be served in State SLS and FSSP prior to the start of each State Fiscal Year.
- 8.2.2. Contractor may choose to enroll more individuals in State SLS and FSSP than authorized, ensuring all individuals can be served within the funding allocated.
- 8.2.3. Target caseload is calculated by the Department using the unique number of members that receive direct services during the contract period.
- 8.2.4. 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.
- 8.2.5. Contractor shall redirect unallocated funding from one State Funded Program to another to fully utilize funding allocated and best serve member needs within the CCB service area. Contractor shall not redirect unallocated funding from one State Funded Program to another unless the target caseload requirement is being met or Contractor has obtained written approval from the Department to do so.
- 8.2.6. The Department may reduce the amount of funding allocated during the State Fiscal Year if Contractor does not meet target caseload requirements for State SLS or FSSP.

**8.3. State General Fund Program Compensation**

- 8.3.1. The compensation under this Contract shall consist of rates-based reimbursement intended to cover the costs of State General Fund activities provided through this Contract. The Department shall pay Contractor for the State SLS and OBRA-SS activities at the rates shown in the table in Section 8.5.2. Direct services for State SLS and OBRA-SS 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 shown in the table in Section 8.5.2. Direct services for FSSP at one dollar per unit.
- 8.3.2. The liability of the State, at any time, for such payment shall be limited to the unexpended amount remaining of such funds and available to the Department.
- 8.3.3. Payments shall be made in accordance with rates identified in Section 8.5.2. 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.

- 8.3.4. 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.

**8.4. Adjustments to Fund Disbursement Amounts**

- 8.4.1. The Department reserves the right to make adjustments 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 Contractor does not achieve the Performance Standards identified for each program.

**8.5. State General Fund Program Rates**

- 8.5.1. To administer the tiered rates, the Department utilized enrollment data to determine the agency size definitions:

- 8.5.1.1. Agency Size Table

<b>STATE GENERAL FUND PROGRAM AGENCY SIZE TABLE</b>		
<b>DESCRIPTION</b>	<b>State SLS</b>	<b>FSSP</b>
Small Agency	1-20 Members	1-100 Members
Medium Agency	21-60 Members	101-300 Members
Large Agency	61+ Members	301+ Members

- 8.5.1.2. Contractor shall be assigned as a small, medium, or large agency for State SLS and a small, medium, or large agency for FSSP in writing through each agency’s individual allocation using the table in 9.5.1.1.

- 8.5.1.3. The Department has determined Contractor to be a Rural agency.

**8.5.2. State General Fund Program Rate Table**

<b>STATE GENERAL FUND PROGRAM RATE TABLE</b>			
<b>Description</b>	<b>Rate</b>	<b>Frequency</b>	<b>Funding Source</b>
State SLS, OBRA-SS, and FSSP Critical Incident Reporting & Investigation: MANE	\$332.36	Per Incident	State Funded
State SLS, OBRA-SS, and FSSP Critical Incident Reporting & Investigation: Non-MANE	\$44.46	Per Incident	State Funded

State SLS, OBRA-SS, and FSSP Human Rights Committee	\$119.67	Per Packet	State Funded
State SLS and OBRA-SS Complaints Trend Analysis	Small Agency: \$124.02 Medium Agency: \$166.04 Large Agency: \$210.06	Quarterly	State Funded
Critical Incident Follow-Up Completion and Entry Performance Standard	\$49.31	Quarterly	State Funded
State SLS Ongoing Case Management	\$138.78	Monthly, Per Member Per Activity	State Funded
State SLS Monitoring	\$100.70	Per Contact (4 Contacts Per Year)	State Funded
State SLS Expenditure Reporting	Small Agency: \$382.08 Medium Agency: \$481.87 Large Agency: \$595.62	Monthly, Per reporting	State Funded



OBRA-SS Ongoing Case Management	\$133.06	Monthly, Per Member Per Activity	State Funded
OBRA-SS Monitoring	\$100.70	Per Contact (4 Contacts Per Year)	State Funded
OBRA-SS Expenditure Reporting	\$351.76	Monthly, Per Reporting	State Funded
FSSP Ongoing Case Management	\$79.04	Monthly, Per Member Per Activity	State Funded
FSSP Needs Assessment	\$31.65	Per Assessment (1 Assessment per Year for Enrolled and Waiting List)	State Funded
FSSP Expenditure Reporting	Small Agency: \$280.44 Medium Agency: \$399.65 Large Agency: \$529.77	Monthly, Per Reporting	State Funded
Family Support Council Meetings	\$398.15	Per Meeting (Up to 6 Meetings Per Year)	State Funded
FSSP Annual Report	\$591.84	Annually, Per Report	State Funded
FSSP Program Evaluation	\$503.70	Annually, Per Evaluation	State Funded
State SLS and OBRA-SS Rural Travel Add-On (ISP, Monitoring) For Rural Counties	\$35.66	Per In Person ISP and Monitoring Contact	State Funded

- 8.5.2.1. The rates shown above 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 authorized by the Colorado legislature or due to an administrative error. In the event that the Department does modify these rates, the Department may modify them through the use of an Option Letter.
- 8.5.2.2. 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 a dollar per unit.

## 8.6. Administrative Compensation

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

8.6.2. Contractor will receive payment as specified in Section 8.6.4 and Section 9 of this Contract.

8.6.3. To administer the tiered rates, the Department has utilized enrollment data to determine the following agency size definitions:

### 8.6.3.1. Agency Size Table

<b>ADMINISTRATIVE FUNCTIONS AGENCY SIZE TABLE</b>	
<b>Description</b>	<b>Member Count</b>
Small Agency	1-700 Members
Medium Agency	701-1,500 Members
Large Agency	1,501+ Members

8.6.3.2. Based on the table in 8.6.3.1., the Department has determined Contractor to be a Small agency.

8.6.3.3. The Department has determined Contractor to be a Rural agency.

### 8.6.4. Administrative Rate Table

<b>ADMINISTRATIVE RATE TABLE</b>			
<b>Description</b>	<b>Rate</b>	<b>Frequency</b>	<b>Funding Source</b>
Operations Guide	\$7,748.02	One Time Payment per Initial Guide – Year 1 of the Contract	Federal/State Funded
Operations Guide Update	\$1,384.15	Annually per Update – Years 2, 3, 4, and 5 of the Contract	Federal/State Funded
Community Outreach Plan	Small Agency: \$1,295.21 Medium Agency: \$2,384.52 Large Agency: \$3,473.83	Annually per Plan	Federal/State Funded

Complaint Trend Analysis	Small Agency: \$1,558.72 Medium Agency: \$2,099.98 Large Agency: \$2,640.29	Quarterly	Federal/State Funded
Critical Incident Reporting and Investigation	\$6.13	Monthly, Per Member Enrolled	Federal/State Funded
Critical Incident Follow-Up Completion and Entry Performance Standard	\$3,359.99	Quarterly	Federal/State Funded
Case Management Training	\$630.53	Semi-Annually	Federal/State Funded
Appeals – Creation of Packet	\$516.68	Per Packet	Federal/State Funded
Appeals – Attendance at Hearing	\$477.18	Per Hearing	Federal/State Funded
Human Rights Committee	\$5.78	Monthly, Per Member Enrolled	Federal/State Funded
Waiting List Management	\$92.75	Per Contact	State Funded
DD Determination (Medicaid Eligible)	\$445.92	Per Determination	Federal/State Funded
Delay Determination (Medicaid Eligible)	\$265.30	Per Determination	Federal/State Funded
DD Determination (Non-Medicaid Eligible)	\$436.70	Per Determination	State Funded
Delay Determination (Non-Medicaid Eligible)	\$259.81	Per Determination	State Funded
Expedited DD Determination Testing for PASRR Level II Evaluations	Actual Costs Up to \$467.59	Per Evaluation	Federal/State Funded
Initial Level Of Care Assessment (100.2)	\$229.87	Per Screening and Assessment	Federal/State Funded
Continued Stay Review – Level Of Care Assessment (100.2)	\$208.02	Per Screening and Assessment	Federal/State Funded
HCBS-CES Applications – Initial	\$183.90	Per Application	Federal/State Funded

HCBS-CES Applications – CSR	\$138.75	Per Application	Federal/State Funded
SIS-A Assessments	\$347.06	Per Assessment	Federal/State Funded
HCBS-CHRP Support Need Level Assessment	\$160.62	Per Assessment	Federal/State Funded
Initial Level of Care Screen	\$204.37	Per Screen	Federal/State Funded
Annual Reassessment – Level of Care Screen	\$190.13	Per Screen	Federal/State Funded
Initial Needs Assessment – Required Questions Only	\$258.03	Per Assessment	Federal/State Funded
Annual Reassessment Needs Assessment – Required Questions Only	\$242.19	Per Assessment	Federal/State Funded
Initial Needs Assessment – Voluntary Questions Included	\$322.54	Per Assessment	Federal/State Funded
Annual Reassessment Needs Assessment – Voluntary Questions Included	\$308.24	Per Assessment	Federal/State Funded
Rural Travel Add-On (In Person Screens Needs Assessments, 100.2 Assessments)	\$36.41	Per In Person Screen and Assessment	Federal/State Funded
Completed Training on the Colorado Single Assessment and Person-Centered Support Plan Instruments	Calculated Allocation	Upon Training Completion	Federal/State Funded
HCBS-DD Waiting List Enrollment Capacity Building	\$1,214.82	As Authorized	Federal/State Funded
Completed Case Management Training on the Care and Case Management (CCM) Information Technology system	Calculated Allocation	Upon Training Completion	Federal/State Funded

Continuous Quality Improvement Plan	\$492.49	Annually, Per Plan	Federal/State Funded
HCBS Settings Final Rule Transition Workbook	Calculated Allocation	Per Deliverable	Federal/State Funded
COVID-19 Public Health Emergency Ending Activities	Calculated Allocation	Calculated Allocation	Federal/State Funded

8.6.5. The rates shown above 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 authorized by the Colorado legislature or due to an administrative error. In the event that the Department does modify these rates, the Department may modify them through the use of an Option Letter.

#### 8.7. **Billing and Payment Procedures**

8.7.1. Unless otherwise provided, and where appropriate, the Department shall establish billing procedures and pay Contractor for Administrative Functions and State General Fund Programs, at a rate determined by the Department, performed and accepted pursuant to the terms of this Contract.

8.7.2. Contractor shall be reimbursed for Administrative Functions at the frequency and criteria identified in Section 9 of this Contract, Invoicing and Payment Procedures.

8.7.3. Contractor shall be reimbursed for State General Fund Programs at the frequency and criteria identified in Section 9 of this Contract, Invoicing and Payment Procedures up to the total allocation amount established by the Department and defined within Section 8 of this Contract, Compensation.

### 9. **INVOICING AND PAYMENT PROCEDURES**

#### 9.1. **Appeal Packets and Hearing Attendance**

9.1.1. 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 11th 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.

#### 9.2. **Applications - HCBS-CES**

9.2.1. 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.

### 9.3. **Case Management Training**

9.3.1. 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.

### 9.4. **Community Outreach Plan**

9.4.1. Contractor shall submit a Community Outreach Plan on an annual basis to the Department. Contractor shall receive payment for the Community Outreach Plan after it has been reviewed and accepted by the Department.

### 9.5. **Complaint Log and Trend Analysis**

9.5.1. 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.

### 9.6. **Completed Case Management Training on the Care and Case Management (CCM) Information Technology system**

9.6.1. Contractor shall receive payment once all case managers complete the Case Management Training on the CCM. 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 employed by Contractor.

### 9.7. **Completed Training on the Colorado Single Assessment and Person-Centered Support Plan Instruments**

9.7.1. Contractor shall receive payment once participating case managers complete the training on the Colorado Single Assessment and Person-Centered Support Plan

instruments. 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.

**9.8. COVID-19 Public Health Emergency Ending Activities**

9.8.1. Contractor shall provide outreach to all impacted Members and determine if Members continue to meet programmatic requirements and/or financial eligibility. Contractor shall be compensated with a one-time payment for performing case management administrative activities related to the end of the Public Health Emergency.

**9.9. Continuous Quality Improvement Plan**

9.9.1. Contractor shall submit the Continuous Quality Improvement Plan deliverable. 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.

**9.10. Critical Incident Reports (CIRs) and Investigations - HCBS**

9.10.1. 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 11th day of the month for enrollments from the previous month.

**9.11. Critical Incident Quarterly Follow-Up Completion Performance Standard –**

9.11.1. Contractor is eligible to receive a quarterly performance-based payment for timely completion of the requested CIR follow-up action. To receive this quarterly performance-based payment, Contractor must have 90% of all CIRs assigned follow-up completed and entered in 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.

**9.12. Critical Incident Reporting and Investigation: MANE and Non-MANE - SGF**

9.12.1. Contractor shall ensure all CIRs have been entered in the Department prescribed system within the required timeframe. The Department will pay for all CIRs MANE and CIRs Non-MANE based on data pulled from the Department's prescribed system on the 16th day of the month for CIRs from the previous month.

**9.13. Developmental Disability and Delay Determinations**

9.13.1. Contractor shall input all disability and delay determinations into the Department prescribed system within the required timeframes. The Department will pay disability and delay determinations, based on data pulled from the Department prescribed system on the 11th day of the month for determinations from the previous month.

**9.14. Direct Services – State SLS, OBRA-SS, FSSP**

9.14.1. Contractor shall Contractor shall record all direct service expenditures for State SLS, OBRA-SS, and FSSP into the Department's prescribed system within the required

timeframe. 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. The Department will pay for direct services based on the data pulled from the Department's prescribed system on the 16th day of the month for service reported in the previous month.

**9.15. Expedited Testing for DD Determinations for PASRR Level II Evaluations**

9.15.1. Contractor shall invoice the Department monthly for the costs of expediting testing for DD Determinations necessary for the completion of a PASRR II evaluation by the 15th day of the month for the determinations completed in the previous month. The Department will pay for the actual cost for each expedited DD Determination once the invoice has been reviewed and accepted. All invoices shall be submitted on the format prescribed by the Department.

**9.16. Family Support Council Meetings**

9.16.1. 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 attended within the Fiscal Year once the invoice and supporting documentation 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.

**9.17. FSSP Report**

9.17.1. 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.

**9.18. FSSP Evaluation Report**

9.18.1. 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.

**9.19. HCBS Settings Final Rule Transition Workbook**

9.19.1. Contractor shall submit HCBS Settings Final Rule Transition Workbook 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.

**9.20. Human Rights Committee - HCBS**

9.20.1. 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 11th day of the month for enrollments from the previous month.



**9.21. Human Rights Committee Packet Creation - SGF**

9.21.1. Contractor shall invoice the Department for all SGF 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 on the format prescribed by the Department.

**9.22. Level of Care Screen (100.2): Initial and CSR**

9.22.1. Contractor shall conduct and enter all Initial and CSR Level of Care Screens into the Department's prescribed system within the required timeframes. The Department will pay for Initial and CSR Level of Care Screens based on data pulled from the Department's prescribed system on the 11th day of the month for Screens and Assessments conducted in the previous month. Contractor shall only be reimbursed for a Level of Care Screen or a new Colorado Single Assessment Level of Care Screen per Member as directed by the Department.

**9.23. Level of Care Screen (CCM): Initial and Reassessments**

9.24. 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 11th day of the month for Screens conducted in the previous month. Contractor shall only be reimbursed for a Level of Care Screen or a new Colorado Single Assessment Level of Care Screen per Member as directed by the Department.

**9.25. Monitoring Contacts – State SLS and OBRA-SS**

9.25.1. Contractor shall conduct and enter all allowable Monitoring contacts for State SLS and OBRA-SS members into the Department's prescribed system within the required timeframe. The Department will pay for up to four Monitoring contacts per member per service plan year. The Department will pay for monitoring contacts each month based on data pulled from the Department prescribed system on the 16th day of the month for contacts from the previous month. For Contractors designated as rural, the Department will pay an additional rural add-on rate for one In Person Monitoring visit per member that are flagged as face to face within the system.

**9.26. Most in Needs Assessment - FSSP**

9.26.1. Contractor shall conduct and enter all completed assessments into the Department's prescribed system within the required timeframe. Contractor shall receive 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 16th day of the month for assessments conducted in the previous month.

**9.27. Needs Assessment (CCM): Initial and Reassessment**

9.27.1. 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 11th day of the month for assessments conducted in the previous month.

**9.28. Ongoing Case Management – State SLS, OBRA-SS, and FSSP**

9.28.1. Contractor shall conduct and enter all allowable ongoing case management activities into the Department's prescribed system within the required timeframes. The Department will pay for ongoing case management activities each month based on data pulled from the Department prescribed system on the 16th day of the month for activities completed in the previous month. For Contractors designated as rural, the Department will pay an additional rural add-on rate for one in person Individualized Service Plan for State SLS and OBRA-SS.

**9.29. Operations Guide**

9.29.1. 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.

**9.30. Operations Guide Update and Summary**

9.30.1. 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.

**9.31. Rural Travel Add-On for Rural Counties**

9.31.1. 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, State SLS and OBRA-SS In-Person Monitoring, and State SLS and OBRA-SS In-Person Individualized Support Plans based on data pulled from the department prescribed system on the 11th day of the month for activities from the previous month.

**9.32. SIS-A Assessments**

9.32.1. 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 11th day of the month for assessments from the previous month. Re-assessment requests must be reviewed and accepted by the Department prior to completion, entry, and payment.

**9.33. Support Need Level Assessment - HCBS-CHRP**

9.33.1. 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.

**9.34. Waiting List Enrollment Capacity Building for HCBS-DD**

9.34.1. 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.

**9.35. Waiting List Management**

9.35.1. 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 11th of the month for assessments from the previous month. 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 or FSSP ASAA waiting list per year.

9.36. 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.

**9.37. Payment and Billing Errors**

9.37.1. Contractor shall review all payments made by the Department to ensure accuracy within 10 Business Days of receiving a payment summary.

9.37.2. Contractor shall notify the Department of any errors in billing or payment within 10 Business Days of receiving a payment summary on the Department's prescribed template to ensure over and under payments are adjusted.

9.37.2.1. **DELIVERABLE:** Payment Correction Form

9.37.2.2. **DUE:** Within 10 Business Days of receiving a payment summary from the Department.

9.37.3. The Department shall notify Contractor of any overpayment or underpayment identified through an internal review process.

9.37.4. If an overpayment is confirmed by the Department, the overpayment amount will be withheld from the next monthly reimbursement to Contractor and, if necessary, from each monthly payment thereafter to Contractor, until all overpayment of funds is recovered.

9.37.5. If an underpayment is confirmed, the amount will be included on the next monthly reimbursement to Contractor.

**9.38. Unexpended Funds**

9.38.1. Contractor shall remit any funds disbursed under this Contract that are not expended by the close of the Period of Performance.

**9.39. Closeout Payments**

9.39.1. 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 days after the Department has determined that Contractor has completed all of the requirements of the Closeout Period.

EXHIBIT END

## EXHIBIT B, TERMINOLOGY

### 1 TERMINOLOGY

- 1.1 In addition to the terms defined in §3 of the original Contract, acronyms and abbreviations are defined at their first occurrence in this Exhibit A-3, Statement of Work. The following list of terms shall be construed and interpreted as follows:
- 1.2 Appeal – The process a case manager participates in when an individual or Member appeals an adverse action made by the case manager.
- 1.3 Benefits Utilization System (BUS) – the online data system maintained by the Department for recording case management activities associated with Long Term Services and Supports.
- 1.4 Bridge – the online data system maintained by the Department for authorization of member services.
- 1.5 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).
- 1.6 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, Pandemic, power outage, strike, loss of necessary personnel or computer virus.
- 1.7 Care and Case Management System (CCM) – The Department’s future case management Information Technology (IT) platform.
- 1.8 Case Management - The assessment of an individual receiving long-term services and supports’ needs, the development and implementation of a support plan for such individual, referral and related activities, the coordination and monitoring of long-term service delivery, the evaluation of service effectiveness, and the periodic reassessment of such individual’s needs. Case Management under this Contract is for the State General Funded programs only and is funded with State General Funds.
- 1.9 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.
- 1.10 Case Management Redesign – the evaluation and redesign of the entry point and case management structure for LTSS in Colorado.
- 1.11 Case Manager – A person who provides case management services and meets all regulatory requirements for case manager.
- 1.12 Children’s Extensive Support Waiver (HCBS-CES) - The Home and Community-Based Services Children's Extensive Support waiver supports children with an intellectual and developmental disability or developmental delay and their families by providing services and supports that will help children remain in their community and avoid institutional placement.

- 1.13 Children's Habilitation Residential Program Waiver (HCBS-CHRP) – The Home and Community Based Services Children's Habilitation Residential Program Waiver provides residential services and supports for children and youth, age birth through 20 years, with an intellectual and developmental disability or developmental delay and very high needs. Their needs for support put them at risk for institutional care. Waiver services help children and youth learn and maintain skills needed to live in their communities.
- 1.14 Closeout Period - The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan and has determined that the closeout is complete.
- 1.15 Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
- 1.16 Community Centered Board (CCB) - A private corporation, for-profit or not-for profit, that is designated pursuant to Section 25.5-10-209.
- 1.17 Complaints and Grievances – 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, transparency, State SLS and OBRA-SS program requirements, State SLS and OBRA-SS program subcontractors, administrative case management functions. Complaints received outside of the scope of this Contract shall not be included.
- 1.18 Contractor – The individual, entity or subrecipient selected to complete the Work contained in the Contract. Contractor and subrecipient will be used interchangeably throughout this contract
- 1.19 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.
- 1.20 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.
- 1.21 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.
- 1.22 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 property/theft, death, injury/illness, medication management issues, missing persons, other high-risk issues, and unsafe housing/displacement
- 1.23 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.

- 1.24 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.
- 1.25 Department – The Colorado Department of Health Care Policy and Financing, a Department of the government of the State of Colorado.
- 1.26 Developmental Delay Determination - A child meets one or more of the following: A child who is less than five (5) years of age at risk of having a developmental disability because of the presence of one or more conditions identified in 10 C.C.R 2505-10 Section 8.600.4.
- 1.27 Developmental Disability Determination (DD Determination) – A disability that: A. Is manifested before the person reaches twenty-two (22) years of age; B. Constitutes a substantial disability to the affected individual, as demonstrated by the criteria identified in 10 C.C.R 2505-10 Section 8.600.4.
- 1.28 Developmental Disabilities Waiver (HCBS-DD) - The Home and Community-Based Services Waiver for Persons with Developmental Disabilities (DD) provides access to 24-hour, seven days a week supervision through Residential Habilitation and Day Habilitation Services and Supports.
- 1.29 Disaster - An event that makes it impossible for Contractor to perform the Work out of its regular facility, and may include, but is not limited to, natural disasters, fire, Pandemic, or terrorist attacks.
- 1.30 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.
- 1.31 Family Support Services Program (FSSP) - The Family Support Services Program (FSSP) provides support for families who have individuals with developmental disabilities or delays with costs that are beyond those normally experienced by other families.
- 1.32 Financial Eligibility - The eligibility criteria for a publicly funded program, based on the individual's financial circumstances, including income and resources, if applicable.
- 1.33 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.
- 1.34 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.
- 1.35 Health First Colorado – Colorado’s Medicaid Program.
- 1.36 HIPAA - The Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.37 Home and Community Based Services (HCBS) Settings Final Rule - Released by the Centers for Medicare & Medicaid Services (CMS) in January 2014. This rule ensures that participants in Medicaid-funded HCBS programs have full access to the benefits of

community living. The federal rule is codified at 42 C.F.R. § 441.301(c)(4). The state version of the federal rule is codified at 10 CCR 2505-10 section 8.484.

- 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 an individual 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). Human Rights Committee – A third party mechanism to adequately safeguard the legal rights of persons receiving services by participating in the granting of informed consent, monitoring the suspensions of rights, monitoring behavioral developmental programs, monitoring of psychotropic medications, and reviewing investigations of allegations of mistreatment of persons with intellectual and developmental disabilities.
- 1.39 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: an individuals need for long term services and supports; an individuals need for referral to other programs or services; an individuals' eligibility for financial and program assistance; and the need for a Level of Care Screen and Needs Assessment of the Client seeking services.
- 1.40 Investigation - A procedure completed after an allegation of abuse, neglect and/or exploitation, is defined as a formal administrative review and systemic assessment of the agency's policies and practices and the waiver participant's services and supports to ensure immediate and on-going health and welfare. All investigations are completed using the specified investigation procedures required by this Contract. However, such procedures must not be used in lieu of investigations required by law or which may result from action initiated pursuant to section 19-10-103, C.R.S., (Colorado Children's Code), Section 18-8-115, C.R.S., (Colorado Criminal Code - Duty to Report a Crime), and Section 26-3.1-102, C.R.S., (Social Services Code - Protective Services).
- 1.41 Key Personnel - The position or positions that are specifically designated as such in this Contract.
- 1.42 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.
- 1.43 Level of Care Assessment - Determining eligibility of an individual for a Long-Term Services and Supports (LTSS) program and determined by a Community Centered Board. A comprehensive evaluation with the individual seeking services and others chosen by the individual to participate and an evaluation by the case manager utilizing the Department prescribed tool, with supporting diagnostic information from the individual's medical provider, and to determine the individual's level of functioning for admission or continued stay in certain Long-Term Services and Supports (LTSS) programs.
- 1.44 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.
- 1.45 Long Term Care Notice of Action – the form required to be sent to individuals by Contractor within 11 business days regarding their appeal rights in accordance with 10 CCR 2505-10 8.507 et seq.
  - 1.46 Long-Term Services and Supports (LTSS) - the services and support resources 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.
  - 1.47 Long Term Services and Supports (LTSS) Programs - Any of the following publicly funded programs: FSSP, HCBS-CES, HCBS-CHRP, HCBS-DD, HCBS-SLS, OBRA-SS, PACE, State SLS.
  - 1.48 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.
  - 1.49 Member - Any individual enrolled in the Colorado Medicaid program, State General Fund programs, Colorado's CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
  - 1.50 Monitoring – A role of Case Managers to ensure that members get the authorized services in accordance with their support plan, to include, but not limited to, monitoring quality of services and supports provided to Members enrolled in a State General Funded program.
  - 1.51 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 state's 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.
  - 1.52 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 (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.

- 1.53 Omnibus Reconciliation Act of 1987 Specialized Services Program (OBRA-SS) - Any service or support recommended by an individualized Level II determination that a particular nursing facility resident requires due to mental illness, intellectual disability or related condition, that supplements the scope of services that the facility must provide under reimbursement as nursing facility services.
- 1.54 Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.
- 1.55 Other Personnel - Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.56 Pandemic – Refers to an epidemic that has spread over several countries or continents, usually affecting a large number of people.
- 1.57 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.
- 1.58 Person-Centered Approach - respecting and valuing individuals' and Members' preferences, strengths, and contributions.
- 1.59 Person-Centered Support Plan - A document, using the Department -prescribed instrument, that identifies approved services, regardless of funding source, necessary to assist a member to remain safely in the community and developed 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.
- 1.60 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.
- 1.61 Pre-Admission Screening and Resident Review (PASRR) - The review that occurs for all Members seeking admission to a Medicaid nursing facility to screen the Member for evidence of serious mental illness and/or intellectual and developmental disabilities or related conditions. The review determines whether the Member's needs the level of services that a nursing facility provides and whether Members who need nursing facility services also need specialized services.

- 1.62 Professional Medical Information Page (PMIP) - The medical information document signed by a licensed medical professional used as a component of the Level of Care assessment to determine the client's need for LTSS program.
- 1.63 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.
- 1.64 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.
- 1.65 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.
- 1.66 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 C.F.R. Sections 441.301 and 441.302.
- 1.67 Quarter - Four (4) distinct time periods during the State Fiscal Year. Quarter one begins on July 1 and ends September 30. Quarter two begins on October 1 and ends December 31. Quarter three begins on January 1 and ends March 31. Quarter four begins on April 1 and ends on June 30.
- 1.68 Regional Accountable Entity (RAE) - A single regional entity responsible for duties previously performed by Regional Care Collaborate Organizations and Behavioral Health Organizations (BHO).
- 1.69 Rural – Defined Service Areas that are eligible for rural travel add-on reimbursement for required in-person activities reimbursed through this Contract.
- 1.70 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 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.
- 1.71 Service Area – Designated distinct geographical area determined by the Department where the Community Centered Board is authorized to provide administrative activities and State General Fund programs.
- 1.72 Single Entry Point Agency (SEP Agency) - The organization selected to provide intake, screening, referral, Level of Care Screening and Assessment, and case management functions for person in need of receiving LTSS within Single Entry Point District.

- 1.73 Soft Launch - Implementation of a phased roll-out of the Care and Case Management Information Technology System (CCM) and the new Assessment and Support Plan instruments with limited functionality, on a small scale.
- 1.74 State – The State of Colorado, acting by and through any State agency.
- 1.75 State Fiscal Rules - The fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24–30–202(13)(a).
- 1.76 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.
- 1.77 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.
- 1.78 Support Need Level Assessment - The standardized assessment tool to identify and measure the practical support requirements for HCBS-CHRP waiver participants.
- 1.79 Supported Living Services Waiver (HBCS-SLS) - The Home and Community-Based Supported Living Services waiver provides necessary services and supports for adult individuals with intellectual or developmental disabilities, so they can remain in their homes and communities with minimal impact to individuals' community and social supports.
- 1.80 State Supported Living Services (State-SLS) - The State Funded Supported Living Services (State-SLS) program is funded through an allocation from the Colorado General Assembly. The State SLS program is designed to provide supports to individuals with demonstrated needs in order to remain in their community. The State SLS program shall not duplicate Home and Community Based services for those who are currently eligible.
- 1.81 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.
- 1.82 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.

## **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 CMS – the Federal Centers for Medicare and Medicaid Services
  - 2.1.4 CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.

2.1.5 C.R.S. – Colorado Revised Statutes

2.1.6 HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.

2.1.7 MFCU – the Colorado Medicaid Fraud Control Unit in the Colorado Department of Law

2.1.8 PHI – Protected Health Information

2.1.9 PII – Personally Identifiable Information

2.1.10 SFY – State Fiscal Year

2.1.11 U.S.C. – United States Code

2.1.12 VARA – Visual Rights Act of 1990

EXHIBIT END

## **EXHIBIT C-5, CONTRACTOR'S GENERAL REQUIREMENTS**

### **1 CONTRACTOR'S GENERAL REQUIREMENTS**

1.1 The Department will contract with only one organization for the Service Area designated in Section 1.2, 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 Community Centered Board Designation**

1.2.1 Subject to available appropriations, the Department shall provide or purchase authorized services and supports for individuals with intellectual and developmental disabilities pursuant to §25.5-10-206, C.R.S. by contracting with Contractor as the Community Centered Board (CCB) under §25.5-10-209, C.R.S. and have Contractor purchase or provide services for eligible persons under the provisions of §25.5-10-211et seq., C.R.S. In accordance with applicable statutes and rules, Contractor, has been designated as the Community Centered Board serving:

1.2.1.1 Alamosa County.

1.2.1.2 Conejos County.

1.2.1.3 Costilla County.

1.2.1.4 Mineral County.

1.2.1.5 Rio Grande County.

1.2.1.6 Saguache County.

1.2.2 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.

1.2.3 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.

1.2.4 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.

1.2.5 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.

### **1.3 Deliverables**

- 1.3.1 All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.
- 1.3.2 All Deliverables shall be submitted to the Department by close of business on the due date determined by the Department.
  - 1.3.2.1 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:
    - 1.3.2.1.1 Gather and document requirements for the Deliverable.
    - 1.3.2.1.2 Create a draft in the Department-approved format for the individual Deliverable.
    - 1.3.2.1.3 Perform internal quality control review(s) of the Deliverable, including, but not limited to:
      - 1.3.2.1.3.1 Readability.
      - 1.3.2.1.3.2 Spelling.
      - 1.3.2.1.3.3 Grammar.
      - 1.3.2.1.3.4 Completion.
    - 1.3.2.1.4 Adhere to all required templates or development of templates.
  - 1.3.2.2 The Department will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes and resubmit the Deliverable within the timeframe determined by the Department.
    - 1.3.2.2.1 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.
    - 1.3.2.2.2 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.
  - 1.3.2.3 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. Contractor shall not receive payment for a Deliverable until it has been received and accepted by the Department. Deliverables requiring correction shall not be paid until receipt of a revised and accepted Deliverable.

- 1.3.3 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.
- 1.3.4 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.
- 1.3.5 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.
- 1.3.6 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.
  - 1.3.6.1 Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.

#### **1.4 Stated Deliverables and Performance Standards**

- 1.4.1 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.

#### **1.5 Communication with the Department**

- 1.5.1 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.
- 1.5.2 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:



- 1.5.2.1 The date the transmittal will be effective.
- 1.5.2.2 Direction to Contractor regarding performance under the Contract.
- 1.5.2.3 A due date or timeline by which Contractor shall comply with the direction contained in the transmittal.
- 1.5.2.4 The name of the Department employee who has been designated to sign transmittals.
  - 1.5.2.4.1 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.
- 1.5.3 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.
  - 1.5.3.1 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.
- 1.5.4 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.
- 1.5.5 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.
- 1.5.6 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.
- 1.5.7 Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.

## **1.6 Member Engagement**

### **1.6.1 Person- and Family- Centered Approach**

- 1.6.1.1 Contractor shall actively engage Members in their health and well-being by demonstrating the following:
  - 1.6.1.1.1 Responsiveness to Member and family/caregiver needs by incorporating best practices in communication and cultural responsiveness in service delivery.

1.6.1.1.2 Utilization of various tools to communicate clearly and concisely.

1.6.1.1.3 Contractor shall align Member engagement activities with the Department's person- and family-centered approach that respects and values individual preferences, strengths, and contributions.

#### **1.6.2 Cultural Responsiveness**

1.6.2.1 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.

1.6.2.2 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.

1.6.2.2.1 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.

#### **1.6.3 Language Assistance Services**

1.6.3.1 Contractor shall provide language assistance services including bilingual staff and/or interpreter services, at no cost to the individual or Member. Language assistance shall be provided at all points of contact, in a timely manner and during all hours of operation.

1.6.3.2 Contractor shall make oral interpretation available in all languages.

1.6.3.3 Contractor shall assure the competence of language assistance provided by interpreters and bilingual staff.

1.6.3.4 Contractor shall not use family and friends to provide interpretation services except by the request of the individual or Member.

1.6.3.5 Contractor shall provide interpreter services for all interactions with Clients and Members when there is no Contractor staff person available who speaks a language understood by an individual or Member.

1.6.3.6 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:

1.6.3.6.1 Oral interpretation for any language. Oral interpretation requirements apply to all non-English languages, not just those that the state identifies as prevalent.

1.6.3.6.2 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.

1.6.3.6.3 Contractor shall ensure that customer service telephone functions easily access interpreter or bilingual services.

#### **1.6.4 Written Materials for Individuals and Members**

- 1.6.4.1 Contractor shall ensure that all written materials created for distribution to individuals and Members meet all noticing requirements of 45 C.F.R. Part 92.
- 1.6.4.2 Contractor shall ensure that all written materials created for distribution to individuals and Members are culturally and linguistically appropriate to the recipient.
- 1.6.4.3 Contractor shall write all materials in easy to understand language.

**1.6.5 Individual and Member Communications**

- 1.6.5.1 Contractor shall maintain consistent communication, both proactive and responsive, with all individuals and Members.
- 1.6.5.2 Contractor shall assist any individual or Member who contacts Contractor, including Clients and Members not in Contractor's Region/District/Service Area, who need assistance contacting his/her CCB, SEP, CMA, RAE, or other agencies.

**1.6.6 Individual and Member Rights**

- 1.6.6.1 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.
- 1.6.6.2 Contractor shall provide information to individuals and Members regarding their rights that include, but are not limited to:
  - 1.6.6.2.1 The right to be treated with respect and due consideration for their dignity and privacy.
  - 1.6.6.2.2 The right to participate in decisions regarding their services.
  - 1.6.6.2.3 The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.
  - 1.6.6.2.4 The right to request and receive a copy of their records.
  - 1.6.6.2.5 The right to obtain available and accessible services under the Contract.
- 1.6.6.3 Contractor shall post and distribute rights to individuals, including, but not limited to:
  - 1.6.6.3.1 Individual/Members.
  - 1.6.6.3.2 Individual's/Member's families.
  - 1.6.6.3.3 Providers.
  - 1.6.6.3.4 Case workers.
  - 1.6.6.3.5 Stakeholders.

**1.7 Community Outreach**

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

- 1.7.1.1 How Contractor plans to utilize existing social networks and natural sources of support in their designated service area;
- 1.7.1.2 How Contractor plans to utilize state-funded services and supports administered at the local level;
- 1.7.1.3 How Contractor plans to collaborate with and seek input from the community, members receiving or waiting to receive services, and service agencies under contract with Contractor.
- 1.7.2 Contractor shall submit the Community Outreach Plan to the Department for review, approval, and payment.
  - 1.7.2.1 **DELIVERABLE:** Community Outreach Plan
  - 1.7.2.2 **DUE:** Annually, by August 15<sup>th</sup>

## 1.8 Operations Guide

- 1.8.1 Contractor shall not engage in any Work under the Contract 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.
- 1.8.2 Contractor shall create and implement an Operations Guide. The Operations Guide shall include the creation and management of the following:
  - 1.8.2.1 Communication Plan.
  - 1.8.2.2 Business Continuity Plan.
  - 1.8.2.3 Long-Range Plan.
  - 1.8.2.4 Closeout Plan.
- 1.8.3 Contractor shall submit the Operations Guide to the Department for review, approval, and payment.
  - 1.8.3.1 **DELIVERABLE:** Operations Guide
  - 1.8.3.2 **DUE:** Within 45 Business Days after the Effective Date
- 1.8.4 Contractor shall review its Operations Guide on an 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. If changes were made to the Operations Guide, Contractor shall also compile and submit a summary of all changes to the Department.
  - 1.8.4.1 **DELIVERABLE:** Annual Operations Guide Update and Summary
  - 1.8.4.2 **DUE:** Annually, by August 15<sup>th</sup>

- 1.8.5 The Operational Start Date shall not occur until Contractor has completed all requirements of the Operations Guide, unless the Department provides written approval otherwise.

**1.9 Communication Plan with Members, Providers, and Other Entities**

- 1.9.1 Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:
  - 1.9.1.1 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.
  - 1.9.1.2 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.
  - 1.9.1.3 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.
  - 1.9.1.4 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.
  - 1.9.1.5 A listing of the following individuals within Contractor’s organization, including cell phone numbers and email addresses:
    - 1.9.1.5.1 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.
    - 1.9.1.5.2 An individual who is responsible for any website or marketing related to the Work.
    - 1.9.1.5.3 Back-up communication staff that can respond in the event that the other individuals listed are unavailable.
      - 1.9.1.5.3.1 An outline of the process for Contractor’s communication, timely responses, and emergency protocols in the event there is a natural disaster or Pandemic.
        - 1.9.1.5.3.1.1 Communication plan to encompass responding to the Department, provider agencies, members and community organizations.

**1.10 Business Continuity Plan**

- 1.10.1 Contractor shall create a Business Continuity Plan that Contractor will follow in order to continue operations during and after 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:
  - 1.10.1.1 The essential services and functions provided by Contractor.

- 1.10.1.2 The lead person and response team responsible for implementing the business continuity plan, individual/team roles, and contact information.
- 1.10.1.3 How emergency responses procedures will be implemented and who will activate the business continuity plan.
- 1.10.1.4 How Contractor will implement a flexible work plan that includes social distancing, hygiene etiquette, cancellation of non-essential activities and services, closure of buildings, and/or relocation to alternative facilities.
- 1.10.1.5 How Contractor will address training personnel, preparing equipment, and backup systems.
- 1.10.1.6 How Contractor will address budget and finance mechanisms to ensure financing of essential services.
- 1.10.1.7 How Contractor will ensure necessary supplies and equipment are available to maintain essential services.
- 1.10.1.8 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.
- 1.10.1.9 How Contractor will manage employees who are exposed to a Pandemic related illness, suspected to be ill, become ill at a worksite, and implement s infection control response and immediate mandatory sick leave.
- 1.10.1.10 How Contractor will ensure or enhance communication and information technology infrastructure to support tele-commuting.
- 1.10.1.11 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.
  - 1.10.1.11.1 In the event of a Disaster, the plan shall also include how Contractor will make all information available at its back-up facilities.
- 1.10.1.12 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.
- 1.10.1.13 How Contractor will minimize the effects on Members of any Business Interruption to include how Contractor will notify members of closures and cancellations.
- 1.10.1.14 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.
- 1.10.1.15 How Contractor will transition from in person meetings to conference calls or other virtual platforms or cancel or delay meetings as necessary.
- 1.10.1.16 Planned long-term back-up facilities out of which Contractor can continue operations after a Disaster.
- 1.10.1.17 The time period it will take to transition all activities from Contractor's regular facilities to the back-up facilities after a Disaster.

- 1.10.1.18 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.
- 1.10.1.19 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.
- 1.10.1.20 How Contractor will implement steps to return to normal after a Business Interruption.

### **1.11 Long-Range Plan**

- 1.11.1 Contractor shall create a long-range plan, or strategic plan, for its designated service area pursuant to 10 C.C.R. 2505-10, Section 8.601.1 (c). The long-range plan shall include, but not be limited to:
  - 1.11.1.1 A summary of the agency's administrative or case management accomplishments.
  - 1.11.1.2 A summary of the needs determination to include identified needs of eligible persons in the designated service area and a plan to address those needs.
  - 1.11.1.3 A summary of the local area issues impacting or expected to impact the designated service area and a plan to address those issues.
  - 1.11.1.4 A summary of how public input was obtained/sought for the development of the long-range plan or annual update.
  - 1.11.1.5 A summary of solutions and specific policies that are a barrier to ensuring a comprehensive service delivery system.
  - 1.11.1.6 The Long-Range Plan must include updates from the previous year's plan.

### **1.12 Closeout Plan**

- 1.12.1 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.
  - 1.12.1.1 The Closeout Plan shall include, but is not limited to:
    - 1.12.1.1.1 Transfer of Individuals and Members
      - 1.12.1.1.1.1 Transfer of documentation to include all electronic and physical documentation.
      - 1.12.1.1.1.2 Transfer of all individuals and Member records through the Department Case Management Systems.
    - 1.12.1.1.2 Transfer of services
    - 1.12.1.1.3 Transfer of Case Management Services
  - 1.12.1.2 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 individuals and Members and the Department.

1.12.1.2.1 Contractor shall ensure all policy, procedures, training, and appeals information are transferred to the Department.

1.12.1.3 Contractor shall deliver the Closeout Plan to the Department for review and approval.

1.12.2 Contractor shall be ready to perform all Work by the Operational Start Date.

1.12.3 In the event Contractor is required to implement their Closeout Plan, Contractor shall provide weekly updates to the Department demonstrating compliance and progression to toward meeting the milestones described herein and in the approved Closeout Plan.

### **1.13 Closeout Period**

1.13.1 During the Closeout Period, Contractor shall complete all of the following:

1.13.1.1 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.

1.13.1.2 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.

1.13.1.3 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.

1.13.1.4 Notify any Subcontractors of the termination of the Contract, as directed by the Department.

1.13.1.5 Notify all Members that Contractor will no longer be the SEP 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.

1.13.1.5.1 **DELIVERABLE:** Member Notifications

1.13.1.5.2 **DUE:** 90 days prior to termination of the Contract

1.13.1.6 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.



- 1.13.1.7 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.

#### **1.14 Performance Reviews**

- 1.14.1 The Department may conduct desk reviews and/or on-site performance reviews or evaluations of Contractor in relation to the Work performed under the Contract.
- 1.14.2 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.
- 1.14.3 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.
- 1.14.4 Contractor shall provide all documentation requested by the Department to complete the performance review using the Department's identified process within 10 Business Days of the Department request. All documentation must be compiled in the Department's prescribed manner to ensure a time efficient review.
- 1.14.5 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.
- 1.14.6 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.
- 1.14.7 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.

#### **1.15 Renewal Options and Extensions**

- 1.15.1 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.
- 1.15.2 The Parties may amend the Contract to extend beyond five 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.

#### **1.16 Department System Access**

- 1.16.1 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.

- 1.16.2 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.

### **1.17 Provider Fraud**

- 1.17.1 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.
- 1.17.2 Upon identification or suspicion of possible Provider Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.
- 1.17.3 For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:
  - 1.17.3.1 Written documentation of the findings.
  - 1.17.3.2 Information on any verbal or written reports.
  - 1.17.3.3 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.
  - 1.17.3.4 Information on the identification of any affected claims that have been discovered.
  - 1.17.3.5 Any claims data associated with its report (in a mutually agreed upon format, if possible).
  - 1.17.3.6 Any additional information as required by the Department.
- 1.17.4 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.
  - 1.17.4.1 **DELIVERABLE:** Completed Contractor Suspected Fraud Written Notice Form
  - 1.17.4.2 **DUE:** Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.17.5 Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
  - 1.17.5.1 **DELIVERABLE:** Contractor Suspected Fraud Written Notice Revisions and Additional Information
  - 1.17.5.2 **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.

### **1.18 Member Fraud**

- 1.18.1 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.
- 1.18.2 Upon identification or suspicion of possible Member Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.
- 1.18.3 For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:
  - 1.18.3.1 All verbal and written reports related to the suspected fraud.
  - 1.18.3.2 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.
  - 1.18.3.3 Information on the identification of any affected claims that have been discovered.
  - 1.18.3.4 Any claims data associated with its report in a format agreed to by the Department.
  - 1.18.3.5 Any additional information as required by the Department.
- 1.18.4 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](mailto:report.clientfraud@state.co.us), or at such other email address as provided by the Department from time to time.
  - 1.18.4.1 **DELIVERABLE:** Completed Contractor Suspected Fraud Written Notice Form
  - 1.18.4.2 **DUE:** Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.18.5 Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department.
  - 1.18.5.1 **DELIVERABLE:** Contractor Suspected Fraud Written Notice Revisions and Additional Information
  - 1.18.5.2 **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 Key Personnel

- 2.1.1 Contractor shall provide qualified Key Personnel and other personnel as necessary to perform the Work throughout the term of the Contract.
- 2.1.2 Contractor shall designate people to hold the following Key Personnel positions:
  - 2.1.2.1 Executive Director
  - 2.1.2.2 Licensed Medical Professional
  - 2.1.2.3 Chief Financial Officer

2.1.2.4 Case Management Director

2.1.2.5 Contract Lead

2.1.3 The Contract Lead shall be responsible for all of the following:

2.1.3.1 Serving as Contractor's primary point of contact for contract deliverables and other contract related questions or issues for the Department.

2.1.3.2 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.

2.1.3.3 Ensuring the timely submission and accuracy of all Deliverables submitted to the Department.

2.1.4 Contractor shall provide the Department with a final list of individuals assigned to the Contract and appropriate contact information for those individuals.

2.1.4.1 **DELIVERABLE:** Final list of Key Personnel

2.1.4.2 **DUE:** Annually, by July 15th

2.1.5 Contractor shall update this list to account for changes in the Key Personnel.

2.1.5.1 **DELIVERABLE:** Updated list of Key Personnel

2.1.5.2 **DUE:** Within 10 Business Days of the any change to Key Personnel

## **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, a Community Centered Board 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's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.
- 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 or attend by telephone or video conference, unless the Department gives prior, written permission. 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, unless the situation is identified as urgent by the Department. For situations identified as urgent by the Department, Contractor must respond to the Department the same Business Day but no later than 24 hours following the request.

## **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 shall employ or contract with a licensed medical professional who will be available for consultation regarding Long Term Home Health (LTHH) PARs for Members.
- 2.4.4 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:
  - 2.4.4.1 Contractor shall not subcontract more than 40% of the Work.
  - 2.4.4.2 Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.

2.4.4.2.1 **DELIVERABLE:** Name of each Subcontractor and items on which each Subcontractor will work.

2.4.4.2.2 **DUE:** Annually, by July 15th

2.4.5 Contractor shall notify the Department of any changes to Subcontractors within 10 business days of the change.

2.4.6 Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

### **3 INFORMATION TECHNOLOGY REQUIREMENTS**

#### **3.1 Protection of System Data**

3.1.1 In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Records by the State or its agents in connection with Contractor's performance under the Contract, Contractor shall protect all State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.

3.1.2 For the avoidance of doubt, the terms of this Exhibit shall apply to the extent that any of the following statements is true in regard to Contractor access, use, or disclosure of State Records:

3.1.2.1 Contractor provides physical or logical storage of State Records;

3.1.2.2 Contractor creates, uses, processes, discloses, transmits, or disposes of State Records;

3.1.2.3 Contractor is otherwise given physical or logical access to State Records in order to perform Contractor's obligations under this Contract.

3.1.2.4 Contractor shall, and shall cause its Subcontractors, to do all of the following:

3.1.2.5 Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.

3.1.2.6 Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.

3.1.2.7 Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.

3.1.2.8 Provide reasonable policies, procedures and training intended to prevent unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.

3.1.2.9 Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").

- 3.1.2.10 Comply with rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT") pursuant to §24-37.5-401 through 406, C.R.S and 8 C.C.R §1501-5 as posted at [www.oit.state.co.us/about/policies](http://www.oit.state.co.us/about/policies).
- 3.1.3 Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- 3.1.4 Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.
- 3.1.5 Contractor will provide notice to the Security and Compliance Representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
- 3.1.6 If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

## **3.2 Data Handling**

- 3.2.1 The State, in its sole discretion, may securely deliver State Records directly to the facility where such data is used to perform the Work. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
- 3.2.2 Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- 3.2.3 Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days of the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format. Upon the termination of

Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legislation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore.

- 3.2.4 The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

EXHIBIT END



## EXHIBIT D, SUPPLEMENTAL PROVISIONS FOR FEDERAL AWARDS

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or part, with an award of Federal Funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Award and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

### 1 Federal Award Identification

- A. Subrecipient: Blue Peaks Developmental Services, Incorporated;
- B. Subrecipient Data Universal Numbering System (DUNS) Number: 85276475;
- C. The Federal Award Identification Number (FAIN): 1805CO5ADM;
- D. The Federal Award date is: July 1, 2022;
- E. The subaward period of performance start date is July 1, 2022 and the end date is June 30, 2024;
- F. Federal Funds:

Contract or Fiscal Year	Amount of Federal Funds obligated by this Contract	Total amount of Federal Funds obligated to the Subrecipient	Total amount of the Federal Award
FY2022-23	To Be Determined, Dependent on Caseload	To Be Determined, Dependent on Caseload	To Be Determined, Dependent on Caseload

G. Federal Award project description: To secure case management, associated utilization review services, and other administrative activities for applicants and individuals of the Home and Community Based Services Developmental Disabilities (HCBS-DD), Home and Community Based Services Developmentally Disabled Supported Living Services (HCBS-SLS), Home and Community Based Children's Habilitation Residential Program (HCBS-CHRP), and Home and Community Based Services Children's Extensive Support (HCBS-CES) Medicaid Waivers. Contractor was selected by the State in accordance with Colorado Revised Statute (C.R.S.) Title 25.5, Article 10.

H. The name of the Federal awarding agency is the United States Centers for Medicare & Medicaid Services (CMS); the name of the pass-through entity is the Colorado Department of Health Care Policy & Financing (HCPF); and the contact information for the awarding official is Amanda Allen, Financial Compliance & Monitoring Section Manager, Office of Community Living, 1570 Grant Street, Denver, CO 80203, [Amanda.Allen@state.co.us](mailto:Amanda.Allen@state.co.us), 303-866-5668.

I. The Catalog of Federal Domestic Assistance (CFDA) number is 93.778, the name is Medical Assistance Program, and the dollar amount is To Be Determined, Dependent on Caseload.

J. This award is not for research & development.

K. The indirect cost rate for the Federal Award (including if the de minimis rate is charged per 2 CFR 200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and HCPF cost allocation plan.

EXHIBIT END