# STATE OF COLORADO CONTRACT MODIFICATION

# CONTRACT AMENDMENT #7

**State Agency**
Department of Health Care Policy and Financing
**Contractor**
Prowers County Public Health and Environment
**Original Contract Number**
C24-186984A1
**Amendment Contract Number**
C24-186984A7

**Contract Performance Beginning Date**
July 1, 2026
**Current Contract Expiration Date**
June 30, 2027
**Current Contract Maximum Amount**
**Medicaid Programs**
No Maximum for any SFY

**State General Fund Programs**

| | |
|---|---|
| State Fiscal Year 2026-27 | $21,812,013.00 |
| *Estimated Contractor Shared* | *$123,294.16* |

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

Each person signing this Amendment represents and warrants that they are duly authorized to execute this Amendment and to bind the Party authorizing the person's signature.

**Prowers County Public Health and Environment**
Meagan L. Hilman, Director

________________________________________

Date:__________________________

**STATE OF COLORADO**
**Jared S. Polis, Governor**
Department of Health Care Policy and Financing
Gretchen Hammer, Executive Director

________________________________________

Date:__________________________

**STATE CONTROLLER**
**Robert Jaros, CPA, MBA, JD**
Department of Health Care Policy and Financing
Gini Powers, Controller

____________________________________________________________

Amendment Effective Date:__________________________

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

## 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.

## 1. 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

## 2. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

A. Amendment Term

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

## 3. PURPOSE

This Amendment updates Exhibit B Statement of Work, Exhibit C Rates, Exhibit D Terminology, and Exhibit E Contractor’s Administrative Requirements.

## 4. MODIFICATIONS

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

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

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

C. In accordance with Section(s) Number 2.C. of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning July 1, 2026 and ending on the current contract expiration of June 30, 2027 at the rates stated in the Original Contract, as amended.

D. Contract Section 2.C. Extension Terms - State's Option is hereby deleted in its entirety and replaced as follows:

C. Extension Terms - State’s Option: The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the

State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed eight years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

E. Exhibit B-6 is hereby deleted in its entirety and replaced with Exhibit B-7 as follows. All references to Exhibit B, Exhibit B-1, Exhibit B-2, Exhibit B-3, Exhibit B-4, Exhibit B-5, or Exhibit B-6 shall now refer to Exhibit B-7.

F. Exhibit C-6 is hereby deleted in its entirety and replaced with Exhibit C-7 as follows. All references to Exhibit C, Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit C-4, Exhibit C-5 or Exhibit C-6 shall now refer to Exhibit C-7.

G. Exhibit D-6 is hereby deleted in its entirety and replaced with Exhibit D-7 as follows. All references to Exhibit D, Exhibit D-1, Exhibit D-2, Exhibit D-3, Exhibit D-4, Exhibit D-5, or Exhibit D-6 shall now refer to Exhibit D-7.

H. Exhibit E-6 is hereby deleted in its entirety and replaced with Exhibit E-7 as follows. All references to Exhibit E, Exhibit E-1, Exhibit E-2, Exhibit E-3, Exhibit E-4, Exhibit E-5 or Exhibit E-6 shall now refer to Exhibit E-7

## 5. 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 B-7, STATEMENT OF WORK

## 1. CASE MANAGEMENT OBLIGATIONS

1.1. Contractor's Obligations

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

1.1.1.1. Community First Choice (CFC)

1.1.1.2. Family Support Services Program (FSSP)

1.1.1.3. HCBS Children with Complex Health Needs (HCBS-CwCHN)

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

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

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

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

1.1.1.8. HCBS Developmental Disabilities Waiver (HCBS-DD)

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

1.1.1.10. HCBS Brain Injury Waiver (HCBS-BI)

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

1.1.1.12. Hospital Back-Up Program (HBU)

1.1.1.13. Intermediate Care Facilities for Individuals with –Intellectual Disabilities (ICF-IID)

1.1.1.14. Nursing Facilities (NF)

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

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

1.1.1.17. State Supported Living Services Program (State SLS)

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

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

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

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

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

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

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

1.1.2.6.1. FSSP 10 CCR 2505-10, Sections 8.7561 et seq.

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

1.1.2.6.3. Colorado Case Management Agency Requirements 10 CCR 2505-10, Section 8.7200 et seq.

1.1.2.6.4. Community First Choice, 10 CCR 2505-10, Section 8.7600 et seq.

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

1.1.2.6.6. HCBS-CwCHN 10 CCR 2505-10 Section 8.7101.D et seq.

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

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

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

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

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

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

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

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

1.1.2.6.15. Case Management Services, Determination of Developmental Disability, Laboratory and X-Ray, 10 CCR 2505-10 Section 8.607.2 through 8.6660.5.E.

1.1.2.6.16. Support Levels and Algorithms 10 CCR 2505-10 Section 8.7202.AA et seq

1.1.2.6.17. State SLS Program, 10 CCR 2505-10, Section 8.7560 et seq.

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

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

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

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

1.1.5. Contractor shall comply with written communication by the Department including, but not limited to, Memos, policies, procedures, technical assistance documents, Provider Bulletins, Training documents, email correspondence, and other guidance issued by the Department.

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

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

1.1.6.1.1. Contractor shall provide access to telecommunication devices and/or interpreters for the hearing and vocally impaired and foreign language interpreters as needed to fulfil all Work. Contractor shall conduct an assessment of the communication needs of the Members they serve and ensure interpretation and telecommunication services are provided no later than the time needed to support the Member's access to required case management activities under this Contract.

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

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

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

1.1.6.5. Regular business office hours of operation shall follow an 8-hour schedule Monday through Friday except for federal, state, or local holidays and unplanned closures due to inclement weather or other emergencies. Regular business office hours and holiday closures must be provided to all Members upon enrollment and at least annually, posted publicly at each office location, and posted on Contractor's website. Contractor shall have a procedure for notifying Members and the public of unplanned closures or changes to regular business hours due to inclement weather or other emergencies, which includes emergency contact information.

1.1.6.6. Contractor shall have internal procedures for accommodating individuals, Members, and families who need assistance or consultation outside regular business office hours.

1.1.6.7. Contractor shall align their non-standard business hours information and method of contact information for urgent situations with the requirement 1.8.1.1 to ensure that Critical Incident Reporting timeline requirements are strictly adhered to regardless of Case Management Staff schedules.

1.1.6.8. Contractor shall provide access to a telephone system and trained staff to ensure same day responses to messages and telephone calls received after hours.

1.1.6.8.1. Contractor shall have an after-hours policy and procedure to respond to urgent situations outside of regular business hours as defined herein.

1.1.6.8.1.1. Contractor's after-hours policy and procedure shall include a response to all telephone calls, voicemails, and emails from Members and families on average within two Business Days following receipt by Contractor.

1.1.6.8.1.2. Procedures must provide Contractor after-hours contacts, e.g., voicemail, pager, or answering service numbers and alternative contacts and resources, and information, e.g., advocacy groups, community resources, etc., available to Members in life threatening, or urgent situations including, but not limited to, mental health crisis, hospitalization, emergency room visits, hospital discharges, risk of homelessness, unexpected termination of residential services, or reports of mistreatment, abuse, neglect, and exploitation.

1.1.6.8.1.3. Procedures must clearly document how Contractor will ensure a commensurate response to urgent situations including, but not limited to, hospital discharges, risk of homelessness, and unexpected termination of residential services.

1.1.6.8.1.4. Contractor shall notify individuals, Members, families, providers, and community partners of the procedures and make it readily available through a variety of methods, including Contractor's website.

1.1.6.9. Contractor's website must include non-standard business hours information and method of contact information for urgent situations in an easily accessible location and must remain up-to-date and align with Contractor's after-hours policy.

1.1.6.10. Contractors shall comply with the Department's complaint and escalation processes and attempt to resolve each ticket received by Department reviewer as follows:

1.1.6.10.1. Urgent- within two Business Days;

1.1.6.10.2. High Priority- four Business Days

1.1.6.10.3. Medium Priority- seven Business Days

1.1.6.10.4. Low Priority- 14 Business Days

1.1.6.11. Contractor shall ensure a primary contact (email and phone number) are made available to the Department for complaints and escalations that require immediate or non-business hours resolution.

1.1.6.12. Contractor shall ensure all information entered into the Department's systems is accurate and entered within the timelines established within the Contract.

1.1.6.12.1. Systems include, but are not limited to, the Colorado interChange Medicaid Management Information System (MMIS) and its subsystems: Bridge HCBS Prior Authorization Request (PAR) subsystem and the Care and Case Management (CCM) System.

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

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

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

1.1.6.16. Contractor shall develop, implement, and maintain written policies and procedures to ensure that all intake, referral, enrollment, and Person-Centered Service Planning activities are conducted independently of any Provider Agency influence, including but not limited to coaching, coercion, or undue influence. The policy and procedure shall also include but not limited to training and oversight for case managers specific to these safeguards. These policies and procedures shall safeguard that the Case Management Agency's (CMA) determinations of functional, programmatic, waiver, and services eligibility are free from provider conflict of interest and consistent with 10 CCR 2505-10 §§ 8.7000–8.7200 et seq. and 42 C.F.R. § 441.301(c)(1)(vi).

1.1.6.17. Contractor shall inform all applicants and, as applicable, their guardians that the CMA is solely responsible for determining functional, program, waiver, and services eligibility, including but not limited to:

1.1.6.17.1. Level of Care Screen

1.1.6.17.2. Service Authorization

1.1.6.17.3. Direct Care Service Calculator

1.1.6.17.4. Support Level Assessment (SIS/ISLA)

1.1.6.17.5. HCBS-DD waiver Reserve Capacity Enrollment request (formally EER/Youth Transition/DI request)

1.1.6.17.6. Support Level Review Request

1.1.6.17.7. Supported Living Services (SLS) Exceptions Request

1.1.6.17.8. Children's Extensive Services (CES) waiver application

1.1.6.18. Contractor shall notify all Provider Agencies, identified as part of a Member's team, that eligibility and support determinations are the sole responsibility of the CMA. Any direct or indirect engagement by a Provider Agency intended to shape these determinations shall be considered a potential conflict of interest and reported to the Colorado Department of Health Care Policy and Financing (HCPF) or the Colorado Department of Public Health and Environment (CDPHE) pursuant to 10 CCR 2505-10 § 8.7202.M and 6 CCR 1011-1 Ch. 2.

1.1.6.18.1. **DELIVERABLE**: Policies and procedures to ensure that all intake, referral, enrollment, and Person-Centered Service Planning activities are conducted independently of any Provider Agency influence, including but not limited to coaching, coercion, or undue influence

1.1.6.18.2. **DUE:** Within 10 Business Days following Notification of Any Substantial Revisions

1.1.6.19. Contractor may be granted a Conflict Free Case Management Exception (CFCME) by the Department to provide LTSS Case Management within the Defined Service Area when one is necessary to maintain services in rural and frontier service areas.

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

1.1.6.19.2. The Department reserves the right to revoke Contractor's CFCME at any time.

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

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

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

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

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

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

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

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

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

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

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

1.2.1.1. Regional Accountable Entities (RAE)

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

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

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

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

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

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

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

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

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

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

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

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

1.2.3. Contractor shall collaborate with the Department, Accountable Care Collaborative Managed Care Entities (ACC MCEs) and Dual Special Needs Plan (DSNP) agencies to improve the effective management and coordination of care for dually-enrolled Medicare and Medicaid members over the term of the Contract.

1.2.3.1. Contractor shall enter into documented agreements in accordance with the following requirements with each ACC MCE in Contractor's Designated Service Area to ensure dually-enrolled Medicare and Medicaid Members receive the most effective and comprehensive care:

1.2.3.2. Contractor shall collaborate with ACC MCEs to document a Business Associate Agreement (BAA) and Memo of Understanding (MOU).

1.2.3.3. Contractor's MOU shall address, but not be limited to, the following:

1.2.3.3.1. A brief definition/overview of each entity's work responsibilities.

1.2.3.3.2. A list of the contact information for individuals or teams responsible for coordination between the two entities.

1.2.3.3.3. Standards, processes, and workflows for cross-entity communication and coordination in various areas, which may include but is not limited to regular meetings, Member outreach, Member referrals, cross-entity coordination of services relative to work responsibilities.

1.3. Community Centered Boards

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

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

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

1.3.1.2.2. Coordinating care for non-waiver services for individuals and Members with intellectual and developmental delays or disabilities where applicable or appropriate.

1.4. Qualification and Training Requirements

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

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

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

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

1.4.5. Contractor shall ensure that all case management staff review and attest to understanding Case Management Roles and Responsibilities within the Learning Management System within 120 Calendar Days after the staff member's hire date and prior to being assigned independent case management duties for the specific topic/task.

1.4.6. Training modalities may include the Departments Learning Management System (LMS), web-based training, virtual instructor-led training, in-person training sessions and training materials available on the Department website. Contractor shall utilize training materials provided by the Department.

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

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

1.4.7.2. At-Risk Diversion

1.4.7.3. Community First Choice

1.4.7.4. Critical Incident Reporting

1.4.7.5. Determination of Developmental Disability or Delay

1.4.7.6. Disability and Cultural Competency

1.4.7.7. Intake and Referral

1.4.7.8. Level of Care Screen

1.4.7.9. Long-Term Services and Supports Eligibility

1.4.7.10. Mandatory Reporting

1.4.7.11. Notices and Appeals

1.4.7.12. Nursing Facility Admissions

1.4.7.13. Participant Directed Training

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

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

1.4.7.16. Rapid Reintegration

1.4.7.17. State General Fund Program Ongoing Case Management

1.4.7.18. State General Fund Program Requirements and Services

1.4.7.19. System Documentation

1.4.7.20. Waiver Requirements and Services

1.4.7.20.1. **DELIVERABLE**: Case Management Training

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

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

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

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

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

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

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

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

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

1.5. Complaints

1.5.1. Contractor shall develop and maintain a formal complaints procedure, notify Members annually of the procedures, and make the procedure publicly available to include posting the procedure to Contractor's website. Procedures must include requirements for member notification in accordance with 10 CCR 2505-10 8.7201.D, and must include information about how members may file a grievance or escalate a complaint directly with the Department if it can't be remediated with Contractor, including a link to the Department's Member Complaints Webform and the Department's mailing, telephone, and email contact options for pursuing this process. Contractor shall receive, document, and track any complaint received by Contractor as it relates to the services provided through this Contract to include, but not limited to, general business functions, administration, State General Funded Programs, and case management functions outlined in this Contract. Complaints received outside of the scope of this Contract shall not be included. Documentation shall consist of a complaint log that includes the date of complaint, name of the complainant, the nature of the complaint and the date and description of the resolution.

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

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

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

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

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

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

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

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

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

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

1.5.4.7.1. Document complaints received.

1.5.4.7.2. Address substantiated complaints.

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

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

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

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

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

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

1.5.4.11.1. **DELIVERABLE**: Complaint Trend Analysis

1.5.4.11.2. **DUE**: Quarterly, by October 15$^{th}$, January 15$^{th}$, April 15$^{th}$ and June 15$^{th}$ of each year.

1.6. Continuous Quality Improvement Plan

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

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

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

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

1.6.1.4. How Contractor notifies the internal CMA leadership and the Department of identified performance issues.

1.6.1.5. How Contractor adjusts the Continuous Quality Improvement Plan as deficiencies in case management quality are identified by the Contactor or the Department.

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

1.6.1.7. Contractor shall participate in Department hosted continuous quality improvement meetings, including but not limited to stabilization, quality improvement strategies, and performance and quality reviews.

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

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

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

1.6.3. Contractor shall review its Continuous Quality Improvement Plan on an annual basis and update the plan as appropriate to account for any changes.

1.6.3.1. Contractor shall identify within the Continuous Quality Improvement Plan Update how Contractor addressed quality performance concerns during the prior contract year.

1.6.3.1.1. Contractor will identify no less than three specific quality performance concerns requiring targeted internal performance evaluation, how Contractor addressed these quality performance concerns and is performing continuous internal evaluations of performance improvement.

1.6.4. Contractor shall submit the Continuous Quality Improvement Plan Update or document that the plan was reviewed, and changes were not required.

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

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

1.7. Appeals

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

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

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

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

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

1.7.5. Contractor shall develop an Appeals Packet no later than 20 Business Days prior to the date of a scheduled hearing. If Contractor is notified of the Hearing with less than 20 Business Days prior to the date of the scheduled hearing, Contractor shall submit the Appeals Packet as soon as they are able and they shall document the reason for the late submission within the CCM.

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

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

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

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

1.7.10. Contractor shall enter all Appeal Packets Created Dates and Court Decision Dates into the CCM system within 10 Business Days after packets being created and court hearings attended.

1.7.10.1. Contractor shall receive reimbursement for all Appeals based on data entry into the CCM.

1.8. Critical Incidents

1.8.1. Critical Incident Reporting

1.8.1.1. Contractor shall be responsible for having policies and procedures to ensure all Critical Incident Reports (CIR) are entered in the CCM as soon as possible, but no later than 24 hours or one business day following notification regardless of staff work schedules or business hours that do not align with business hour requirements.

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

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

1.8.2. Critical Incident Follow-Up Completion and Entry

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

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

1.8.2.2.1. High Priority Follow Up- CIRs which require immediate attention and must be addressed to ensure the immediate health and safety of a waiver or CFC participant must be remediated within and responded to in the CCM within 24-48 hours.

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

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

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

1.9. Critical Incident Report Administrative Review

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

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

1.9.3. Contractor shall be reimbursed for all critical incident reports through a Per Member Per Month (PMPM) payment for all Members enrolled in an HCBS waiver or CFC. Reimbursement will be based on all Members that are active in the CCM with Contractor and have an approved PAR in the Bridge.

1.10. Human Rights Committee (HRC)

1.10.1. Contractor shall establish an HRC. The HRC is composed, to the extent possible, of two professional persons trained in the application of behavior development techniques and three representatives comprised of one or more of the following: persons receiving Long-Term Care services, parents, Guardians, or Legally Authorized Representatives of persons receiving or whom have received Long-Term Care services, or persons with lived experience having long-term care needs, or persons caring for a loved one with long-term care needs. An employee or board member of a Provider Agency within Contractor's designated service area shall not serve as a member of the HRC.

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

1.10.2.1. **DELIVERABLE**: HRC Member List

1.10.2.2. **DUE**: Annually, by August 15$^{th}$

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

1.10.3.1. **DELIVERABLE**: HRC Member Updates

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

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

1.10.5. Contractor shall develop policies and procedures which include, but are not limited to, HRC responsibilities for the committee's organization, use of Department required universal documents, the review process, mitigation of potential conflicts of interest, and provisions for recording dissenting opinions of committee members in the committee's recommendations.

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

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

1.10.8. Contractor shall keep proper documentation and record of all HRC recommendations and ensure that all documentation is a part of the Members record in the CCM.

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

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

1.10.11. Contractor shall document all reviews within the CCM within 10 Business Days following the date of the HRC review.

1.10.12. Contractor shall be reimbursed for all HRC activities through a PMPM payment for all Members enrolled in HCBS-CES, HCBS-CHRP, HCBS-DD, and HCBS-SLS.

Reimbursement will be based on Members that are active in the CCM with Contractor and have an approved PAR in the Bridge.

1.10.13. Contractor shall invoice the Department for all State SLS, OBRA-SS, and FSSP Members reviewed by the Human Rights Committee using the template created by the Department.

1.10.13.1. **DELIVERABLE**: Human Rights Committee Invoice for State SLS, OBRA-SS, FSSP

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

## 2. PRE-ENROLLMENT ACTIVITIES

2.1. LTSS LOC Referral, Intake, and Screening

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

2.1.1.1. Community First Choice (CFC)

2.1.1.2. Family Support Services Program (FSSP)

2.1.1.3. HCBS – Children with Complex Health Needs (HCBS-CwCHN)

2.1.1.4. Consumer-Directed Attendant Support Services (CDASS)

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

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

2.1.1.7. HCBS – Community Mental Health Supports Waiver (HCBS-CMHS)

2.1.1.8. HCBS – Complimentary and Integrative health (HCBS-CIH)

2.1.1.9. HCBS – Developmental Disabilities Waiver (HCBS-DD)

2.1.1.10. HCBS – Elderly, Blind, and Disabled Waiver (HCBS-EBD)

2.1.1.11. HCBS – Brain Injury Waiver (HCBS-BI)

2.1.1.12. HCBS –Supported Living Services Waiver (HCBS-SLS)

2.1.1.13. Hospital Back-Up Program (HBU)

2.1.1.14. In Home Supports and Services (IHSS)

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

2.1.1.16. Nursing Facilities (NF)

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

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

2.1.1.19. State Supported Living Services Program (State SLS)

2.2. Contractor shall perform all Long Term Supports and Services Level of Care (LTSS LOC) referral, intake, and screening functions/activities in accordance with §25.5-6-104, C.R.S. and 10 CCR 2505-10 Sections 8.7202.B. and 8.7202.E.

2.2.1. Contractor shall contact the individual within two Business Days following receiving the referral.

2.2.2. Contractor shall utilize the Colorado Intake Screening Tool to conduct the intake screening and shall conduct and document the intake screening in the CCM system within one Business Day of making contact with the individual to determine whether a Level of Care Screen is needed.

2.2.2.1. Individuals referred by hospitals and nursing facilities are not required to complete the Colorado Intake Screening Tool if the referral includes all required Medical Documentation necessary to determine a Level of Care Screen is needed.

2.2.3. The individual shall be informed of the right to receive a Level of Care Screen if the individual disagrees with the Case Manager's decision.

2.2.3.1. **PERFORMANCE STANDARD**: 100% of Referrals submitted to Contractor are entered in the CCM as a Referral Card within two Business Days following the referral receipt date.

2.2.3.2. Medical Documentation submitted with referrals by hospitals and nursing facilities shall be uploaded to the Referral Card in the CCM system.

2.3. Pre-Transition Case Management Activities

2.3.1. General Requirement

2.3.1.1. Contractor shall complete all required Pre-Transition Case Management Activities ("Pre-Transition Activities") for any individual residing in a Nursing Facility (NF) whom a transition to Home and Community-Based Services (HCBS) is being planned by a Transition Coordination Agency. Pre-Transition Activities shall be initiated upon receipt of a completed Pre-Transition Collaboration Referral (PTCR) from the Member's Targeted Case Management – Transition Coordination Agency (TCM-TCA) and shall occur prior to the Member's discharge.

2.3.1.2. Contractor shall ensure that all Pre-Transition Activities are documented in the CCM system within timelines established by the Department.

2.3.1.3. Contractor shall designate a single, primary point of contact for all transition-related inquiries and coordination. The designated point of contact may delegate transition tasks to appropriate staff, as needed.

2.3.2. Pre-Transition Person-Centered Support Planning

2.3.2.1. Contractor shall complete all Pre-Transition Support Planning activities necessary for service initiation in the community in alignment with 10 CCR 2505-10 Section 8.7202.J.

2.3.2.2. Contractor shall ensure all elements of the Pre-Transition Support Plan required to initiate HCBS or CFC services are completed and ready for implementation no later than the Member's planned date of discharge as agreed upon between nursing facility, CMA, individual, and TCA, and upon financial eligibility approval.

2.3.3. Provider Selection and Setup

2.3.3.1. Contractor shall support the Member with provider choice consistent with conflict-free case management requirements and shall work collaboratively with the TC to complete the following prior to discharge:

2.3.3.1.1. Identifying available and willing HCBS, CFC, or other community providers;

2.3.3.1.2. Confirming provider capacity and ability to begin services upon discharge;

2.3.3.2. Once an available and willing provider has been identified, Contractor shall:

2.3.3.2.1. Ensure necessary service arrangements, schedules, equipment, or supports are in place for the Member's first day in the community;

2.3.3.2.2. Address and resolve barriers related to provider availability, service gaps, transportation, housing readiness, or other services needed upon discharge.

2.3.4. PAR Preparation and Service Authorization Readiness

2.3.4.1. Contractor shall complete all tasks necessary to prepare a Prior Authorization Request (PAR) for HCBS or CFC services prior to discharge, including but not limited to:

2.3.4.1.1. Drafting service scope, frequency, and duration in alignment with the Person Centered Support Plan;

2.3.4.1.2. Preparing all documentation required for submission of the PAR to the Department or its designee.

2.3.4.1.3. Contractor shall ensure the PAR is ready for submission upon confirmation of financial eligibility and shall coordinate with all necessary parties to ensure the Member can access services without delay.

2.3.4.1.4. PAR submission remains subject to HCBS or CFC financial eligibility. Submission shall occur within 2 Business Days following notification of the transmittal of the benefit in the Bridge.

2.3.5. UR/UM Preparation for CFC and HCBS Services

2.3.5.1. Contractor shall complete all documentation, assessments, and information required for Utilization Review and Utilization Management (UR/UM) prior to discharge, including:

2.3.5.1.1. Ensuring the Direct Care Service Calculator (DCSC) and Support Plan service allocations are complete;

2.3.5.1.2. Submission of all information required for pre-authorization review to UR/UM Contractor for review and approval;

2.3.5.1.3. Coordinating with providers, RAEs, and other entities as needed to finalize UM-related materials.

2.3.6. Medicaid Financial Eligibility Coordination

2.3.6.1. Contractor shall coordinate with Medical Assistance (MA) Sites and county departments as required under §1.2.2 of this Contract to ensure all Medicaid financial eligibility requirements necessary for HCBS enrollment are addressed prior to discharge.

2.3.6.2. Contractor shall document all coordination activities within CCM.

2.3.6.3. Eligibility coordination performed prior to discharge is a Pre-Transition Activity and is not reimbursable as TCM.

2.3.7. Transition Planning Meeting

2.3.7.1. Contractor shall attend at least one Transition Planning Meeting prior to discharge for each transitioning Member. This meeting shall be convened by the Member's Targeted Case Management – Transition Coordination (TCM-TC) Transition Coordinator (TC). Contractor shall assist in facilitation of this meeting in collaboration with the Member's TC.

2.3.8. Documentation Requirements

2.3.8.1. Contractor shall document all Pre-Transition Activities in CCM within timelines established in this Contract, in a form and manner prescribed by the Department.

2.3.8.2. Contractor shall maintain clear, Member-specific documentation demonstrating:

2.3.8.2.1. All Pre-Transition Support Planning work performed;

2.3.8.2.2. Provider coordination efforts and outcomes;

2.3.8.2.3. PAR preparation and UR/UM;

2.3.8.2.4. Eligibility coordination;

2.3.8.2.5. Transition meeting outcomes;

2.3.8.2.6. Confirmation that Day-1 services are ready at discharge.

2.3.9. Pre-Transition PMPM Payment

2.3.9.1. Contractor shall be eligible to receive a Pre-Transition Per Member Per Month (PMPM) payment for activities outlined in 2.3. and as specified in Exhibit C, Rates, for Members transition to HCBS is being planned by a Transition Coordination Agency.

2.3.9.2. The Pre-Transition PMPM shall be paid for a maximum of three consecutive months per Member, unless prior written approval is granted by the Department.

2.3.10. Outcome-Based Payments

2.3.10.1. In addition to the Pre-Transition PMPM, Contractor may be eligible to receive outcomes-based payments for achieving specific pre-transition milestone outcomes as defined in this section.

2.3.10.1.1. Outcome payments are one-time payments per Member per milestone contingent upon Department verification. Outcome payments shall not be paid for milestones that are incomplete, untimely, or lack sufficient documentation.

2.3.10.2. Pre-Transition Support Plan Completion Payment - Contractor shall be eligible to receive an outcome payment, as specified in Exhibit C, Rates, upon completion of a Pre-Transition Support Plan prior to the Member's discharge. To qualify for this payment, the following requirements must be met:

2.3.10.2.1. The Pre-Transition Support Plan uploaded into the CCM;

2.3.10.2.2. Service providers have been identified or documentation of good-faith effort to secure providers;

2.3.10.2.3. Documentation in CCM demonstrating review of Transition Coordinator's Risk Mitigation Plan and risk mitigation strategies or contingency plans in place to address identified risks.

2.3.10.3. Day of Discharge PAR Approval Payment - Contractor shall be eligible to receive an outcome payment, as specified in Exhibit C, Rates, when a Prior Authorization Request (PAR) is submitted within two Business Days following day of discharge.

2.3.10.3.1. PAR timeliness shall be verified through timestamps and approval status in the Bridge.

2.3.10.4. Person-Centered Support Plan Completion Payment - Contractor shall be eligible to receive an outcome payment, as specified in Exhibit C, Rates, when the Person-Centered Support Plan (PCSP) is completed in the CCM within 30 Calendar Days following the Member's financial eligibility determination. To qualify for this payment, the following requirements must be met and documented in CCM:

2.3.10.4.1. Documented contact with the Member within 30 Calendar Days following the Member's discharge;

2.3.10.4.2. Review of whether authorized services are meeting the Member's needs;

2.3.10.4.3. Documentation of any updates or changes made per the Member contact; and

2.3.10.5. Signed authorization is documented in the CCM. PERFORMANCE STANDARD: 100% of outcome-based payments submitted by Contractor must meet all applicable milestone requirements, timeliness standards, and documentation requirements as specified in Section 2.3.10 and be fully completed and verifiable in the CCM system to be eligible for payment.

2.3.11. Division of Responsibility Between Pre-Transition Activities and TCM

2.3.11.1. Pre-Transition Activities are not Targeted Case Management (TCM) activities and shall not be billed or reimbursed as TCM.

2.3.11.2. Upon financial and programmatic enrollment into HCBS or CFC, all ongoing case management, monitoring, Support Plan updates, and service coordination shall occur under Targeted Case Management in accordance with 10 CCR 2505-10 §8.7600 et seq.

2.3.11.3. Contractor shall not bill TCM/PMPM in the same month that they are reimbursed for Pre-Transition activities.

2.4. Intellectual and/or Developmental Disability and Developmental Delay Determinations

2.4.1. Contractor shall determine whether an applicant meets the definition of an Individual with an Intellectual and/or Developmental Disability and Developmental Delay as defined under 10 CCR 2505-10, section 8. 7100.A, in accordance with 10 C.C.R. 2505-10 section 8.607.2 et seq.

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

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

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

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

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

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

2.4.4.1. Contractor shall receive reimbursement for all determinations based on data entry into the CCM.

2.4.5. Contractor shall maintain the individual's determination, documents, and upload them to the CCM.

2.4.6. Contractor shall ensure that all determinations are complete, in accordance with Department regulations, and the individual has been determined to have a disability or delay prior to enrollment into HCBS-DD, HCBS-SLS, HCBS-CHRP (unless eligible through Serious Emotional Disturbance criteria), HCBS-CES, State SLS, FSSP, and OBRA-SS.

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

2.5. Waiting List Management

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

2.5.2. Contractor shall determine HCBS-DD waiting list eligibility by conducting a Level of Care Screen that clearly documents how the individual meets the HCBS-DD waiver requirement for requiring access to 24-hour services and supports to meet daily living needs that allow them to live safely and participate in the community pursuant to 10 CCR 2505-10 8.7101.J et seq.

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

2.5.4. When an eligible person is placed on the waiting list for Waiver services, a written notice of action including information regarding individual rights and appeals shall be sent to the person or the person's legal guardian in accordance with the provisions of 10 C.C.R. 2505-10 8.057 et seq.

When funding has been made available for an individual on the HCBS-DD Waiver waiting list, Contractor shall take the following action within 10 Business Days after the notification of availability (ASAA):

2.5.4.1. If the individual accepts the HCBS-DD Waiver enrollment, Contractor shall initiate enrollment in accordance with Section 8.720.2.G et seq. The individual shall remain in a pending enrollment status until enrollment is finalized and shall then be removed from the waiting list.

2.5.4.2. If the individual declines the HCBS-DD Waiver enrollment, Contractor shall update the individual's waiting list status in the CCM to "Safety Net."

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

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

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

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

2.5.6.1. Verify demographic information.

2.5.6.2. Compile and correct data.

2.5.7. Contractor shall complete data entry of Waiting List record into the CCM within 10 Business Days following any addition or change to the Waiting List.

2.5.8. Contractor shall conduct and document, in the CCM, an annual review with individuals 18 and older for all HCBS waivers with a Waiting List timeline of ASAA, Safety Net (SN), or “specify date”.

2.5.8.1. The annual review shall include updating demographic information, ensuring the individual is appropriately identified on waiting lists for the programs and services for which the individual may be eligible, and completion of all applicable options counseling and program review activities described below.

2.5.8.1.1. Contractor shall engage the individual and/or guardian in ongoing, individualized options counseling that includes discussion of the individual’s current needs, goals, living situation, and risk factors related to health, safety, and community stability. Contractor shall provide comprehensive options counseling and, at least annually, a review of all potentially appropriate Long-Term Services and Supports and other programs that may meet the individual’s needs, including but not limited to Home and Community-Based Services (HCBS) waivers for which the individual may be eligible; Community First Choice (CFC); State General Fund programs, including State SLS, OBRA-SS, and the Family Support Services Program (FSSP), as applicable; Medicaid State Plan services; and other available community-based resources.

2.5.8.1.2. Contractor shall explain the benefits, limitations, availability, and eligibility requirements of each option in plain language to support informed decision-making and shall ensure that options counseling is individualized and not limited to the program for which the individual is currently on a Waiting List. Contractor shall support the individual and/or guardian in identifying interim services and supports to address immediate needs while awaiting waiver enrollment, and shall assist individuals, families, and/or guardians in developing plans to prevent crisis, prepare for transitions, and support the individual’s ability to live in their home and community.

2.5.8.1.3. Contractor shall document all options counseling and transition planning activities, including options discussed and the individual’s preferences or decisions.

2.5.9. Contractor shall enter annual review information within the CCM within 10 Business Days after the contact.

2.5.9.1. Contractor shall receive reimbursement for annual waiting list contacts based on data entry into the CCM.

2.5.9.2. **PERFORMANCE STANDARD**: 100% of HCBS individuals 18 and older with an ASAA, SN, or "specify date" timeline on the Waiting List are contacted annually and documented within the CCM within 10 Business Days.

2.6. Program Enrollment from the Waiting List

2.6.1. HCBS-DD Enrollment from the Waiting List

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

2.6.1.2. Contractor shall notify the individual of the enrollment offer within five Business Days. Contractor shall make three attempts on different days, at different times, and different communication modalities, if available, to contact the individual or legally authorized representative within a 30-calendar day period. Contractor shall document in the CCM all attempts to contact the individual for the enrollment offer. If the individual does not respond to the offer of enrollment, Contractor shall change the individuals waiting list timeline to "Safety Net".

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

2.6.2. HCBS-DD Waiting List Enrollment Capacity Building

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

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

2.6.2.3. 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:

2.6.2.3.1.1. Staffing costs

2.6.2.3.1.2. Recruiting and hiring

2.6.2.3.1.3. Professional development

2.6.2.3.1.4. Equipment and supplies

2.6.2.3.1.5. Information technology

2.6.2.3.1.6. Program costs

2.6.2.3.1.7. Advertising

2.6.2.3.1.8. Equipment and supplies

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

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

2.6.3. FSSP Enrollment from the Waiting List

2.6.3.1. 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.

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

2.6.4. State SLS Enrollment from the Waiting List

2.6.4.1. Contractor shall develop procedures for determining how and which individuals on the waiting list will be enrolled into the State SLS program in accordance with 10 C.C.R. 2505-10 Section 8.7560. 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.

2.6.5. OBRA-SS Enrollment from the Waiting List

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

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

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

2.7. Compilation and Correction of Waiting List Data

2.7.1. Contractor shall maintain Waiting List records with 100% accuracy and correct 100% of Waiting List data errors discovered by the Department within 10 Business Days after the notification from the Department of an error.

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

2.8. Authorization and Reporting of HCBS-DD Enrollments

2.8.1. Contractor shall have policies and the following procedures to ensure training and comprehensive oversight so that contractor complies with regulatory requirements in relation to HCBS-DD waiver enrollment, Department prescribed enhanced transition coordination, and waiting list management requirements:

2.8.1.1. Waiting List Management and Data Entry-to include 2.5.6 and 2.6 requirements;

2.8.1.2. Waiting List Annual Contact and Data Entry;

2.8.1.3. Department Prescribed Enhanced Transition Coordination;

2.8.1.4. Accurate Completion and Submission of HCBS-DD Waiver Enrollment Requests;

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

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

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

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

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

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

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

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

## 3. ASSESSMENT AND ANNUAL REASSESSMENT

3.1. Contractor shall perform the Level of Care (LOC) Screen (ULTC 100.2 or Colorado Single Assessment LOC Screen) for each individual as directed by the Department and in accordance with §25.5-6-104, C.R.S. and 10 CCR 2505-10 Section 8.7202.E et seq.

3.1.1. Contractor shall not perform both a ULTC 100.2 and Colorado Single Assessment LOC Screen for the same Member unless directed to do so by the Department.

3.2. Contractor shall provide staff that meet the case manager qualifications set forth in 10 CCR 2505-10 Section 8.7203.A to perform all LOC Screens.

3.3. Contractor shall utilize the Department prescribed tools for the LOC Screen for all new applicants.

3.4. Initial LOC Screens include the following Assessment Event types: Initial, HCBS-DD Waitlist, Deinstitutionalization (DI), and Reverse Deinstitutionalization. LOC Screen Reassessments include the following Assessment Event type: Continued Stay Review. LOC Screen Unscheduled Reviews include the following Assessment Event type: Unscheduled Review.

3.4.1. **PERFORMANCE STANDARD**: Contractor shall ensure signed medical documentation required for all programs is uploaded into the CCM system prior to conducting the initial LOC Screen.

3.5. Contractor shall utilize streamline eligibility functionality in the CCM system to communicate the Level of Care Eligibility status to the appropriate eligibility site.

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

3.6. Contractor shall provide a Long-Term Care Notice of Action to individuals of all appealable actions related to their functional eligibility in a LTSS program as outlined in Section 8.7202.R.

3.7. Contractor shall follow 10 CCR 2505-10 Section 8.7202.Z.3 in regard to payment liability.

3.7.1. **PERFORMANCE STANDARD**: 100% of Initial LOC Screens and Annual LOC Screen Reassessments are conducted and documented in the CCM system within required timelines at 10 CCR 2505-10, Sections 8.7202.E et seq. and 8.7202.F et seq.

3.7.2. Contractor shall receive reimbursement for all initial and reassessment LOC Screens based on data entry into the CCM.

3.8. Colorado Single Assessment-Needs Assessment

3.8.1. Contractor shall conduct and document the Needs Assessment for Members enrolled in HCBS and/or CFC as directed by the Department and in accordance with 10 CCR 2505-10 Section 8.7202.F et seq.

3.8.2. **PERFORMANCE STANDARD:** 100% of Initial Needs Assessments and Annual Needs Assessments for Members enrolled in HCBS and/or CFC are conducted and documented in the CCM system within required timelines at 10 CCR 2505-10, Sections 8.7202.F et seq.

3.9. At-Risk Diversion

3.9.1. Contractor shall:

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

3.9.1.1.2. Initial Outreach must occur within 10 Business Days following the Member's first occurrence on the At-Risk determination list, as indicated by the Department.

3.9.1.1.3. Ongoing Outreach must occur within 90 Business Days if the Member has a subsequent occurrence on the At-Risk determination list as indicated by the Department.

3.9.1.1.4. Members may opt out or decline At-Risk activities. In such cases, document this in the individual's record within the At-Risk Diversion Assessment in the CCM.

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

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

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

3.9.1.1.5.3. Documenting all At-Risk Diversion activities in detail in the CCM within 10 Business Days following the activity, which includes completing the At-Risk Diversion Assessment.

3.9.1.1.5.4. Refer any Members needing transition coordination diversion services to the transition coordination agency within two Business Days following At-Risk outreach.

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

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

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

3.10. Rapid Reintegration

3.10.1. Contractor shall initiate Rapid Reintegration if applicable, during the LOC Screen for the program Nursing Facility.

3.10.1.1. Contractor shall provide Members with information about community-based services, and options as an alternative to nursing facility/institutionalized care.

3.10.1.2. Contractor shall facilitate Rapid Reintegration within the Care and Case Management (CCM) system if the Member expresses a desire to return to the community. Individuals may opt out or decline Rapid Reintegration activities. In such cases, Contractor shall document this in CCM.

3.10.1.3. Contractor shall complete Rapid Reintegration barrier questions if the Member expresses interest in returning to the community, and complete one of the following action items as determined by the CCM: a Rapid Reintegration Plan, a Rapid Referral, or a Transition Escalation submission.

3.10.1.3.1. Contractor shall complete all Rapid Reintegration activities as required by the Department within the specified timeframes.

3.10.1.4. Contractor shall complete all referrals identified during the Rapid Reintegration process within two Business Days. This includes Rapid Referrals to the transition coordination agency and submission of Transition Escalation forms.

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

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

3.10.1.5.2. **DUE**: Monthly, by the 15$^{th}$

3.11. Interim Support Level Assessment

3.11.1. Contractor shall establish one point of contact for Interim Support Level Assessment (ISLA) related processes and communications.

3.11.2. Contractor shall conduct an ISLA for initial HCBS-DD and HCBS-SLS enrollments when criteria set forth at 10 C.C.R. 2505-10 Section 8.7202.AA et seq. are met, the Member has never had a Supports Intensity Scale (SIS) Assessment, and the Member is seeking Day Habilitation, Prevocational, Supported Employment Services and/or Residential Habilitation. Contractor shall not be reimbursed for an ISLA prior to the individual being determined eligible for a waiver through the Level of Care Screen and confirmation of financial eligibility.

3.11.3. Contractor shall conduct all initial ISLAs within 30 Calendar Days following the Member meeting both functional and financial eligibility.

3.11.4. Contractor shall upload the ISLA into the CCM within 10 Business Days following the assessment date.

3.11.5. Contractor shall complete the Department-prescribed ISLA invoice and submit it to the Department within 30 Calendar Days following the assessment date.

3.11.6. Contractor shall complete the ISLA and enter the Department-specified outcomes from the ISLA into the Bridge prior to completion of the Pre Prior Authorization (PPA) and before the PAR Start Date.

3.11.6.1. **DELIVERABLE**: Completed Interim Support Level Assessment Invoice

3.11.6.2. **DUE**: Within 30 Calendar Days following the Assessment Date

3.12. HCBS-CES Applications

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

3.12.2. 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.

3.12.3. 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.

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

3.13. HCBS-CHRP Support Need Level Assessment

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

3.13.2. Contractor shall conduct an initial Support Need Level Assessment within 30 Calendar Days following the Member meeting both functional and financial eligibility. Contractor shall conduct all reassessments as necessary when individual's needs change.

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

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

3.13.3.2. **DUE**: Monthly, by the 15$^{th}$

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

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

3.13.4.2. **DUE**: Within 10 Business Days following the Department's request

## 4. STATE GENERAL FUND PROGRAM OBLIGATIONS

4.1. Service and Support Requirements

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

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

4.1.3. Contractor shall provide the individual, Members, and/or guardian with written information about how to file a provider agency complaint as well as how to make a complaint against Contractor. The information provided shall communicate that any Member active in a State General Fund program has the right to file a formal complaint with the CMA for any decision to modify, reduce, or deny services and supports following the CMAs established grievance and complaint procedure and the Department's guidelines in 10 CCR 2505-10 8.75201.D. In the event that the Member is unable to resolve their grievance with the CMA, the Member may submit a grievance form to HCPF using the prescribed process and form.

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

4.2. State General Fund Service Expenditure Reporting

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

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

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

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

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

4.3. State Supported Living Services (State SLS)

4.3.1. General Requirements

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

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

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

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

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

4.3.2. State SLS Eligibility

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

4.3.2.2. Contractor shall provide options counseling for State SLS after it is demonstrated that the Member has applied for HCBS waiver services and explored long-term care services offered under the State Plan, including CFC, and has demonstrated that available Medicaid services cannot meet the Member's needs.

4.3.2.3. Contractor shall document any State SLS service needs for Member's enrolled in HCBS and/or CFC.

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

4.3.3. State SLS Individual Support Plans

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

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

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

4.3.3.4. Contractor shall utilize the ISP within the CCM or upload a copy of the ISP to the CCM as directed by the Department.

4.3.3.5. Contractor shall document and finalize all ISP information in the CCM within 10 Business Days following the date of the initial ISP meeting.

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

4.3.3.6. The State SLS ISP shall be effective for no more than one year.

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

4.3.4. State SLS Ongoing Case Management

4.3.4.1. Contractor shall utilize appropriated funds to perform Case Management duties in accordance with 10 C.C.R. 2505-10 Sections 8.7202.V.4 and 8.7560.D-G:

4.3.4.1.1. Intake and referral.

4.3.4.1.2. Determining program eligibility.

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

4.3.4.1.4. Developing a State SLS Individual Support Plan to include:

4.3.4.1.4.1. Addressing the Member's personal goals, functional needs, preferences, and services:

4.3.4.1.4.2. Providing information for Members to make informed decisions regarding available services;

4.3.4.1.4.3. Supporting Members with provider selection such as:

4.3.4.1.4.3.1. Completing referrals,

4.3.4.1.4.3.2. Conducting targeted and direct outreach to providers, and/or

4.3.4.1.4.3.3. Assisting in scheduling meet and greets;

4.3.4.1.4.4. Discussing strategies to prevent critical incidents;

4.3.4.1.4.5. Explaining and providing policies, procedures, and processes in people-first and plain language as well as ensuring accessibility.

4.3.4.1.5. Monitoring of the State SLS Individual Support Plan to include utilization review.

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

4.3.4.1.7. Program transition coordination as outlined in Section 8.7560.F.

4.3.4.1.8. Service records maintenance as outlined in Sections 8.7201.G-H and 8.7202.X.

4.3.4.2. Contractor shall document all ongoing case management activities in detail in the CCM within 10 Business Days following the activity.

4.3.4.3. Contractor shall ensure all documentation for reimbursable ongoing case management activities is Member-specific and includes the nature and details of the activity, as well as any outcomes or follow-up actions.

4.3.4.3.1. **PERFORMANCE STANDARD**: 100% of ongoing case management activities for State SLS shall be entered into the CCM within 10 Business Days following the date of the activity. Contractor shall be reimbursed for ongoing case management activities based on information entered into the CCM.

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

4.3.5. State SLS Monitoring

4.3.5.1. State SLS Monitoring shall be person-centered and include four monitoring contacts with the Member per support plan year using the individual's selected modality. Preference and need for in person or virtual monitoring contacts should be discussed with the Member and documented within the CCM.

4.3.5.1.1. Contractor shall ensure the required monitoring activities and the ISP development are completed through separate contacts with the Member.

4.3.5.1.2. The Member's selected modality must be documented within the case notes for each monitoring contact within the CCM.

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

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

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

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

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

4.3.5.1.3.5. Reviewing health and safety concerns.

4.3.5.1.3.6. Reviewing any Critical Incidents.

4.3.5.1.4. Contractor shall document all monitoring activities in detail in the CCM within 10 Business Days following the activity.

4.3.5.1.4.1. Contractor shall ensure that all documentation for reimbursable monitoring contacts is Member-specific and includes, at a minimum: a summary of the ISP review; incident report trends or significant incidents; service utilization; Member satisfaction; Member's health, safety, and welfare; and any follow-up actions.

4.3.5.1.5. Contractor shall be reimbursed for monitoring activities based on information entered into the CCM.

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

4.3.6. State SLS Transfers

4.3.6.1. Contractor shall manage State SLS transfers in accordance with 10 C.R.S 2505-10 Section 8.7202.M et seq.

4.3.7. State SLS Direct Services

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

4.3.7.2. Contractor may authorize approved HCBS-SLS waiver services and services to support independence in the community as outlined in 10 C.C.R. 2505-10 Section 8.7560.C to Members enrolled in State SLS. Contractor shall not utilize state funds for services delivered outside the State of Colorado without Department approval.

4.3.8. State SLS Records Maintenance

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

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

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

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

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

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

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

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

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

4.4.2. PASRR Level II Evaluation

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

4.4.3. Maintaining Eligibility and Enrollment

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

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

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

4.4.4. OBRA-SS Individual Support Plans

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

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

4.4.4.3. Contractor shall provide a list of HCBS providers authorized and willing to provide OBRA-SS services to Members during the OBRA-SS ISP process. Contractor shall utilize the ISP template within the CCM or upload a copy of the ISP to the CCM as directed by the Department.

4.4.4.4. Contractor shall document and finalize all ISP information in the CCM within 10 Business Days following the date of the initial ISP meeting.

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

4.4.4.5. The OBRA-SS ISP shall be effective for no more than one year.

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

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

4.4.5. OBRA-SS Ongoing Case Management

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

4.4.5.1.1. Intake and referral.

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

4.4.5.1.3. Developing an OBRA-SS Individual Support Plan to include:

4.4.5.1.3.1. Addressing the Member's personal goals, functional needs, preferences, and services;

4.4.5.1.3.2. Providing information for Members to make informed decisions regarding available services;

4.4.5.1.3.3. Supporting Members with provider selection such as:

4.4.5.1.3.3.1. Completing referrals,

4.4.5.1.3.3.2. Conducting targeted and direct outreach to providers, and/or

4.4.5.1.3.3.3. Assisting in scheduling meet and greets;

4.4.5.1.3.4. Discussing strategies to prevent critical incidents;

4.4.5.1.3.5. Explaining and providing policies, procedures, and processes in people-first plain language as well as ensuing accessibility.

4.4.5.1.4. Monitoring the OBRA-SS Individual Support Plan to include utilization review.

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

4.4.5.1.6. Providing service and support authorization and coordination.

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

4.4.5.1.8. Program transition coordination as Members transfer to a new CMA or to a different program.

4.4.5.1.9. Service records maintenance as outlined in Sections 8.7201.G-H and 8.7202.X.

4.4.5.2. Contractor shall document all ongoing case management activities in detail in the CCM within 10 Business Days following the activity.

4.4.5.2.1. Contractor shall ensure all documentation for reimbursable ongoing case management activities is Member-specific and includes the nature and details of the activity, as well as any outcomes or follow-up actions.

4.4.5.2.1.1. **PERFORMANCE STANDARD:** 100% of ongoing case management activities for OBRA-SS shall be entered into the CCM within 10 Business Days following the date of the activity.

4.4.5.3. Contractor shall be reimbursed for ongoing case management activities based on information entered into the CCM.

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

4.4.6. OBRA-SS Monitoring

4.4.6.1. Monitoring shall be person centered and include four monitoring contacts with the Member per support plan year using the individual's selected modality. Preference and need for in person or virtual monitoring contacts should be discussed with the Member and documented in the CCM. The Member's selected modality must be documented within the narrative for each monitoring contact within the CCM.

4.4.6.2. Contractor shall ensure the required monitoring activities and the OBRA-SS ISP development are completed through separate contacts with the Member. Monitoring activities shall include but not be limited to:

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

4.4.6.2.2. Discussing the availability of HCBS waivers as a potential alternative to nursing facility services and documenting the Member's interest, if any, in exploring community-based living options. If the Member expresses interest, Contractor shall initiate appropriate referral or transition planning processes in accordance with applicable Contract requirements.

4.4.6.2.3. Assessing the effectiveness of the supports and services.

4.4.6.2.4. Assessing if additional supports and services are needed.

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

4.4.6.2.6. Reviewing health and safety concerns.

4.4.6.2.7. Reviewing any Critical Incidents.

4.4.6.2.8. Contractor shall document all monitoring activities in detail in the CCM within 10 Business Days following the activity.

4.4.6.2.8.1. Contractor shall ensure that all documentation for reimbursable monitoring contacts is Member-specific and includes, at a minimum: a summary of the ISP review; incident report trends or significant incidents; service utilization; Member satisfaction; Member's health, safety, and welfare; and any follow-up actions.

4.4.6.3. Contractor shall be reimbursed for monitoring activities based on information entered into the CCM.

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

4.4.7. OBRA-SS Direct Services

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

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

4.4.7.3. Contractor shall not utilize state funds for services delivered outside of the State of Colorado.

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

4.4.7.4.1. Assistive Technology

4.4.7.4.2. Behavioral Consultation

4.4.7.4.3. Behavioral Line Services

4.4.7.4.4. Behavioral Counseling

4.4.7.4.5. Behavioral Counseling Group

4.4.7.4.6. Behavioral Plan Assessment

4.4.7.4.7. Day Habilitation - Specialized Habilitation

4.4.7.4.8. Day Habilitation - Supported Community Connections

4.4.7.4.9. Dental – Basic

4.4.7.4.10. Dental – Major

4.4.7.4.11. Mileage

4.4.7.4.12. Other Public Conveyance

4.4.7.4.13. Prevocational Services

4.4.7.4.14. Recreational Facility Fees/Passes

4.4.7.4.15. Job Coaching – Individual

4.4.7.4.16. Job Coaching – Group

4.4.7.4.17. Job Development – Individual

4.4.7.4.18. Job Development – Group

4.4.7.4.19. Job Placement

4.4.7.4.20. Vision

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

4.4.8. OBRA-SS Records Maintenance

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

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

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

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

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

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

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

4.4.9. Mental Health Services Prohibited

4.4.9.1. 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.

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

4.5. Family Support Services Program (FSSP)

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

4.5.2. Eligibility, Needs Assessment, and Prioritization of Families.

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

4.5.2.2. Contractor shall provide options counseling for FSSP after it is demonstrated that the Member has applied for HCBS waiver services and has demonstrated that the waiver cannot meet the Member's needs.

4.5.2.3. Contractor shall document any FSSP service needs for Member's enrolled in HCBS.

4.5.2.4. After FSSP eligibility has been determined, Contractor shall conduct an FSSP Needs Assessment prior to authorizing services.

4.5.2.4.1. Authorization of services shall be prioritized based on available funding and the results of the Needs Assessment, with priority given to Members and families with the highest level of need.

4.5.2.5. Contractor shall develop a Needs Assessment Tool that is, at a minimum, inclusive of all requirements outlined in 10 C.C.R 2505-10 Section 8.7561.F and have documented scoring criteria for the tool. The tool shall be included in Contractor's policies and procedures.

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

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

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

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

4.5.2.8. Contractor shall upload all completed FSSP Needs Assessments and scoring sheet within the CCM within 10 Business Days following completion of the assessment.

4.5.2.8.1. Contractor shall be reimbursed for most in need assessments based on information entered into the CCM.

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

4.5.3. Family Support Plans (FSP)

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

4.5.3.1.1. Families with multiple Members enrolled in FSSP may include all Members on a single FSP, with the family's agreement documented.

4.5.3.2. The FSP shall be developed by, at a minimum, a family representative, and Contractor. Contractor shall ensure the FSP is signed by all required parties prior to implementation.

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

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

4.5.3.5. Contractor shall upload a copy of the FSP in the CCM within 10 Business Days following the FSP effective date.

4.5.4. FSSP Ongoing Case Management

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

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

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

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

4.5.4.4.1. Intake and referral.

4.5.4.4.2. Determining initial and ongoing eligibility for the FSSP.

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

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

4.5.4.4.5. Monitoring of the FSP to include ensuring all services and supports are delivered in accordance with the FSP and utilization review.

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

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

4.5.4.4.8. Program transition coordination as Members transition to a new CMA or change programs.

4.5.4.4.9. Service records maintenance as outlined in Sections 8.7201.G-H and 8.7202.X.

4.5.4.5. Contractor shall document all ongoing case management activities in detail in the CCM within 10 Business Days following the activity.

4.5.4.5.1. Contractor shall ensure all documentation for reimbursable ongoing case management activities is Member-specific and includes the nature and details of the activity, as well as any outcomes or follow-up actions.

4.5.4.5.1.1. **PERFORMANCE STANDARD**: 100% of ongoing case management activities for FSSP shall be entered into the CCM within 10 Business Days following the date of the activity.

4.5.4.5.2. Contractor shall be reimbursed for ongoing case management activities based on information entered into the CCM.

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

4.5.5. FSSP Direct Services

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

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

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

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

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

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

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

4.5.5.8. Contractor shall not utilize state funds for services delivered outside the State of Colorado without Department approval.

4.5.6. Family Support Council

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

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

4.5.6.3. Contractor shall ensure that all FSC members understand their roles and responsibilities relative to both the FSC and the CMA. Contractor shall ensure that all FSC members understand conflict of interest protocols and the process by which the CMA operationalizes the FCS recommendations for the benefit to all FSSP Members and families.

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

4.5.6.4.1. **DELIVERABLE**: FSC Member List

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

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

4.5.6.5.1. **DELIVERABLE**: FSC Member Updates

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

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

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

4.5.6.7.1. **DELIVERABLE**: FSC Meeting Minutes

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

4.5.7. FSSP Annual Report and Evaluation

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

4.5.7.2. Contractor shall create and submit an FSSP Annual Report and Evaluation to the Department. The FSSP Annual Report and Evaluation shall contain all requirements outlined in 10 CCR 2505-10 Section 8.7561.K et seq. Council member signatures approving the report must be submitted as a separate attachment to the deliverable.

4.5.7.3. Contractor must ensure the Annual Report and Evaluation does not contain Member PHI.

4.5.7.4. Contractor shall provide the Annual Report and Evaluation to the Department for review and distribute the report to all FSSP Members and interested parties via email, mail, or website.

4.5.7.4.1. **DELIVERABLE**: FSSP Annual Report and Evaluation and Council Signature Page

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

4.5.8. FSSP Records Maintenance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5. DATA ENTRY, DATA MONITORING, AND OVERSIGHT

5.1. Individual/Member Records

5.1.1. Contractor shall:

5.1.1.1. Comply with all reporting and billing policies and procedures established by the Department, document individual and Member records within the CCM and adhere to the system requirements provided by the Department for these systems. Systems include, but are not limited to, the Colorado interChange Medicaid Management Information System (MMIS) and its subsystems: Bridge HCBS PAR subsystem and the Care and Case Management (CCM) System. Contractor shall have access to Member eligibility, PAR, and claims data through reporting provided through a COGNOS data query application. Contractor shall have access to Member Health First Colorado benefits information through PEAKPro.

5.1.1.2. Comply with all data entry guidelines for report-based Contract payments posted by the Department.

5.1.1.3. Maintain individual and Member records within the CCM for the purposes of individual and Member information management.

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

5.1.1.5. Maintain accurate and detailed supporting documentation of all activities required through this Contract to substantiate reimbursement and make all documentation available to the Department upon request if not documented within the CCM.

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

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

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

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

5.1.1.7.2. Member demographic information completeness and accuracy.

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

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

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

5.2.Systems Access and Training

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

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

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

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

5.2.1.3. Ensure all provision forms are reviewed and submitted accurately and completely. Any forms submitted without all necessary information are subject to resubmission and delay.

5.2.1.4. Conduct an internal audit of all provisioned user licenses monthly or quarterly to ensure that the list of users is up to date, permissions are accurate, and revocation forms are submitted on time.

## 6. ACCOUNTING

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

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

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

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

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

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

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

## 7. SUBRECIPIENT STATUS AND REQUIREMENTS

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

7.2. Single Audits

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

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

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

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

7.2.4.1. **DELIVERABLE**: Single Audit

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

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

7.2.5.1. **DELIVERABLE**: Attestation Form

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

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

7.3. Treatment of Funds

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

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

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

7.4. Subcontracting Subawards

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

**8. FINANCIAL TRANSPARENCY**

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

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

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

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

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

## 9. COMPENSATION AND INVOICING

9.1. State General Fund Program Allocations

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

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

9.1.3. The Department, in its sole discretion, may increase or decrease Contractor's individual allocations under this Contract by notifying Contractor's Representative. Increases or decreases in the amount of State funding during the term of this Contract may be made by written notice by the Department to Contractor or by amendment of the Contract. The circumstances may include but shall not be limited to:

9.1.3.1. If necessary to fully utilize program appropriations.

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

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

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

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

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

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

9.1.3.8. Target caseloads not being met.

9.2. State General Fund Program Target Caseloads

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

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

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

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

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

9.3. State General Fund Program Compensation

9.3.1. The compensation under this Contract shall consist of rates-based reimbursement intended to cover the costs of all State General Fund activities provided through this Contract. The Department shall pay Contractor for the State SLS and OBRA-SS activities at the rates specified in Exhibit C, Rates. Direct services for State SLS and OBRA-SS shall be reimbursed at the corresponding HCBS-SLS rates posted and distributed on the Department's website on the Provider Rates and Fee Schedule. Contractor shall be reimbursed for services that have individual support level rates at the level four rate for State SLS and at the level six rate for OBRA-SS. Allowable State SLS or OBRA-SS services that do not have a corresponding HCBS-SLS equivalent rate should be billed at one dollar per unit. The Department shall pay Contractor for FSSP activities at the rates specified in Exhibit C, Rates. Direct services for FSSP shall be reimbursed at one dollar per unit.

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

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

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

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

9.3.6. The rates for State SLS and OBRA-SS direct services will be posted on the Department's website on the HCBS-SLS Provider Rates and Fee Schedule. Contractor shall bill all FSSP direct services at one dollar per unit. Allowable State SLS or OBRA-SS services that do not have a corresponding HCBS-SLS equivalent rate should be billed at one dollar per unit.

9.4. Adjustments to Fund Disbursement Amounts

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

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

9.5. Case Management Agency Compensation

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

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

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

9.6. Rural or Urban Designation

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

9.7. Detailed Invoicing and Payment Procedures

9.7.1. Contractor shall meet all data entry requirements published by the Department for Contract payments based on data entered into the CCM, invoices submitted, and deliverables submitted in order to be reimbursed for the activities described below.

9.7.2. Applications – HCBS-CES

9.7.2.1. 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 individual not meeting nighttime and/or daytime criteria. The Department will pay for HCBS-CES applications from reports received by the Department's vendor on the 11th of the month for assessments from the previous month.

9.7.3. Appeal Packets and Hearing Attendance

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

9.7.4. At-Risk Diversion

9.7.4.1. Contractor shall complete all At-Risk Diversion activities as required by the Department within the required timeframes. The Department will pay for At-Risk Diversion completed contacts based on an invoice template provided by the Department and/or data pulled from the completed At-Risk Diversion Assessment in CCM on the 15th day of the month for all contacts completed in the previous month. The Department will pay for Initial Outreach contacts once the invoice and supporting documentation are reviewed and accepted. The Department will not pay for Ongoing outreach as it should coincide with existing contractual and regulatory requirements to monitor Members' current services and supports.

9.7.5. Case Management Training

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

9.7.6. Community Advisory Committee Updates

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

9.7.7. Complaint Log and Trend Analysis

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

9.7.8. Continuous Quality Improvement Plan

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

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

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

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

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

9.7.11. Critical Incident Reports: HCBS LTSS Waivers and CFC

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

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

9.7.12.1. Contractor shall ensure all CIRs have been entered in the CCM within the required timeframe. The Department will pay for all State SLS, OBRA-SS, and FSSP CIRs MANE and CIRs non-MANE based on data pulled from the CCM on the 15th day of the month for CIRS from the previous month.

9.7.13. Developmental Disability and Delay Determinations

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

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

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

9.7.15. Testing for IDD Determinations

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

9.7.16. Family Support Council Meetings

9.7.16.1. Contractor shall submit meeting minutes to the Department for FSC meetings attended by the 15th day of the month for meetings attended in the previous month, and by June 30th or the Fiscal Year end close date determined by the Department for all meetings attended in June. The Department will pay for up to six FSC meetings for the Designated Service Areas attended within the Fiscal Year once the invoice has been reviewed and accepted. Contractor shall maintain all supporting documentation related to an FSC meeting and make it available to the Department upon request.

9.7.17. FSSP Annual Report and Evaluation

9.7.17.1. Contractor shall submit an FSSP Annual Report and Evaluation on an annual basis to the Department. Contractor shall receive payment for the Deliverable after it has been reviewed and accepted by the Department.

9.7.18. HCBS-DD Waiting List Enrollment Capacity Building

9.7.18.1. The Department will pay Contractor for each new Member enrolled into the HCBS-DD waiver from the waiting list as authorized by the Department and as funding is appropriated and earmarked by the General Assembly. The Department will determine which HCBS-DD enrollments from the waiting list qualify for capacity building funding as defined in this Contract.

9.7.19. Human Rights Committee: HCBS IDD Waivers

9.7.19.1. 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 CCM on the 15th day of the month for HCBS-CES, HCBS-CHRP, HCBS-DD, and HCBS-SLS enrollments from the previous month.

9.7.20. Human Rights Committee Packet Creation: State SLS, OBRA-SS, FSSP

9.7.20.1. Contractor shall invoice the Department for all State SLS, OBRA-SS, and FSSP Member packets created during a Human Rights Committee meeting by the 15th day of the month for all meetings held in the previous month. The Department will pay for each packet created once the invoice has been reviewed and accepted. All invoices shall be submitted in the format prescribed by the Department.

9.7.21. Interim Support Level Assessments

9.7.21.1. Contractor shall submit all completed assessments in the timeline and manor specified by the Department. The Department will pay for all completed assessments based on data submitted by Contractor on the $15^{th}$ of each month.

9.7.22. Level of Care Screen: Initial and Reassessments

9.7.22.1. Contractor shall conduct and enter all initial and reassessment Level of Care Screens into the CCM within the required timeframes. The Department will pay for initial and reassessment Level of Care Screens based on data pulled from the CCM on the 15th day of the month for Screens conducted in the previous month.

9.7.23. Long-Range Plan

9.7.23.1. Contractor shall submit a Long-Range Plan on an annual basis and present it to the Department. Contractor shall receive payment for the Long-Range Plan after it has been reviewed and accepted by the Department.

9.7.24. Monitoring Contacts: State SLS and OBRA-SS

9.7.25. Contractor shall conduct and enter all monitoring contacts for State SLS and OBRA-SS into the CCM within the required timeframe. Contractor shall receive payment for the four required monitoring contacts per support plan year. The Department will pay for monitoring contacts based on data pulled from the CCM on the 15th day of the month for contacts conducted in the previous month.

9.7.26. Most in Need Assessment: FSSP

9.7.26.1. Contractor shall conduct and enter all completed Needs Assessments into the CCM 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 CCM on the 15th day of the month for assessments conducted in the previous month.

9.7.27. Needs Assessment: Initial and Reassessment

9.7.27.1. Contractor shall conduct and enter all initial and reassessment Needs Assessments into the CCM within the required timeframes. The Department will pay for initial and reassessment Needs Assessments based on data pulled from the CCM on the 15th day of the month for assessments conducted in the previous month.

9.7.28. Ongoing Case Management: State SLS, OBRA-SS, FSSP

9.7.28.1. Contractor shall conduct and enter all ongoing case management activities for State SLS, OBRA-SS, and FSSP into the CCM within the required timeframe. Contractor shall receive one ongoing case management payment each month per Member for allowable activities completed. The Department will pay for ongoing case management activities based on data pulled from the CCM on the 15th day of the month for activities conducted in the previous month.

9.7.29. Operations Guide

9.7.29.1. Contractor shall develop an Operations Guide that meets all requirements outlined in this Contract for year one. Contractor shall receive payment for the Operations Guide once the deliverable has been reviewed and accepted by the Department.

9.7.30. Operations Guide Updates

9.7.30.1. Contractor shall review the Operations Guide for years two through eight of this Contract, and determine if any modifications are required. Updates shall include but not be limited to any changes in the Work, in the Department's processes and procedures, or in Contractor's processes and procedures. Contractor shall submit the Annual Operations Guide Update as well as a summary of all changes to the Department or an explanation demonstrating that the Operations Guide was reviewed, and Contractor determined that no edits were necessary. The Department shall review the Operations Guide Update and the summary to determine whether significant modifications were completed. Contractor shall receive payment for the updated Operations Guide only after the Department has determined that significant changes were made, and the Department has accepted the Deliverable. If minor changes or no changes were completed Contractor shall not receive payment for this deliverable. The Department does not consider changes such as updating dates, contact information or locations to be significant changes.

9.7.31. Pre-Transition Case Management Activities

9.7.31.1. Contractor shall maintain all supporting documentation related to Pre-Transition Case Management Activities. Payment of Pre-Transition Per Member Per Month (PMPM) shall be based on approved invoices submitted using a Department-prescribed template and on data pulled from the Care and Case Management (CCM) system on the 15th day of the month for activities completed in the prior month. Eligibility for reimbursement of the Pre-Transition PMPM payment is contingent upon receipt of a completed Pre-

Transition Collaboration Referral (PTCR) uploaded into each eligible Member's CCM record, and required supporting documentation, as defined in this Contract. The Department shall reimburse Contractor a Pre-Transition PMPM for each eligible Member.

9.7.31.2. In addition to the Pre-Transition PMPM, Contractor may be eligible to receive outcomes-based payments for achievement of pre-transition milestone outcomes, as defined in this Contract. Outcome-Based payments shall be based on Department verification of milestone completion and required documentation entered into the CCM system and submitted through a Department-prescribed invoice template and shall be paid based on data pulled on the 15th day of the month for milestones achieved in the prior month.

9.7.32. Rapid Reintegration

9.7.32.1. Contractor shall conduct and enter all Rapid Reintegration activities into the CCM within the required timeframes. These activities should occur during the Level of Care Screen, during Rapid Reintegration planning, or after the Member returns to the community. The Department will pay for Rapid Reintegration based on an invoice template provided by the Department or data pulled from the CCM on the 15th day of the month for Rapid Reintegration completed in the previous month. Rapid Reintegration shall include reimbursement for completing Rapid Reintegration barrier questions, Rapid Reintegration Plan Assessments, and Post Rapid Reintegration survey questions.

9.7.33. Rural Travel Add-On for Rural and Frontier Counties

9.7.33.1. 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, In-person initial At-Risk Diversion outreach, State SLS and OBRA-SS In-Person Monitoring, and State SLS and OBRA-SS In-Person Individualized Support Plans. Payment shall be based on approved invoices or data pulled from the CCM on the 15th day of the month for activities from the previous month.

9.7.34. Support Need Level Assessment - HCBS-CHRP

9.7.34.1. 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 are reviewed and accepted.

9.7.35. Waiting List Management

9.7.35.1. Contractor shall enter all waiting list management contacts with individuals and families into the CCM within the required timeframe. The Department will pay for required waiting list contacts from data pulled from the CCM on the 15th of the month for contacts 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, OBRA-SS, or FSSP ASAA waiting list per year. Contractor shall only be reimbursed for one waiting list contact for the HCBS-DD, State SLS or FSSP waiting list when the event occurs during the same contact.

9.7.36. Year End Close Deadlines

9.7.36.1. The due dates identified in this section shall be adhered to, and information entered into the CCM and/or submitted to the Department by a date identified in this Contract. For the month of June, the Department will notify Contractor of the modified due date to account for year-end closing. Any submission past the assigned year end close date will not be reimbursed.

9.8. Payment and Billing Errors

9.8.1. Contractor shall review all payments made by the Department to ensure all activities are appropriately reimbursed.

9.8.2. Contractor shall notify the Department of any errors in billing or payment by the 15th of the month for the prior month's payment on the Department's prescribed template to ensure over and under payments are adjusted.

9.8.2.1. **DELIVERABLE**: Payment Correction Form

9.8.2.2. **DUE**: On the 15th of each month for corrections on the prior month's payment, with exception of June payments which must meet year-end close deadlines established by the Department. Contractor shall specify on the form if corrections have not been identified for the prior month's payment.

9.9. Unexpended Funds

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

9.10. Closeout Payments

9.10.1. Notwithstanding anything to the contrary in this Contract, all payments for the final month of this Contract shall be paid to Contractor no sooner than 10 Business Days after the Department has determined that Contractor has completed all the requirements of the Closeout Period.

# EXHIBIT C-7, RATES

| Case Management Agency (CMA) Subaward Rates Table | | | | |
|---|---|---|---|---|
| **Description** | **Rate** | **Frequency** | **Payment Type** | **Funding Source** |
| Operations Guide | $7,905.56 | Annually – Year 1 of the Contract | Deliverable | Federal/State Funded |
| Operations Guide Update | $1,424.14 | Annually – Years 2+ of the Contract | Deliverable | Federal/State Funded |
| Long-Range Plan | $3,543.31 | Annually | Deliverable | Federal/State Funded |
| Committee Updates | $1,071.73 | Semi-Annually | Deliverable | Federal/State Funded |
| Continuous Quality Improvement Plan | $506.72 | Annually | Deliverable | Federal/State Funded |
| Complaint Trend Analysis | $3,857.04 | Quarterly | Deliverable | Federal/State Funded |
| Case Management Training | $648.75 | Semi-Annually | Deliverable | Federal/State Funded |
| Creation of Packet - Appeals | $531.60 | Per Packet | Report | Federal/State Funded |
| Attendance at Hearing - Appeals | $490.97 | Per Hearing | Report | Federal/State Funded |
| IDD Critical Incident Reporting (HCBS – CES, HCBS – CHRP, HCBS – DD, HCBS – SLS, IDD HCBS with CFC) | $6.30 | Monthly, Per Member Enrolled | Report | Federal/State Funded |
| LTSS Critical Incident Reporting (HCBS – BI, HCBS – CHCBS, CMHS, HCBS – EBD, HCBS – SCI, HCBS – CLLI, LTSS HCBS with CFC, CFC Only) | $1.61 | Monthly, Per Member Enrolled | Report | Federal/State Funded |
| HCBS Critical Incident Follow-Up Performance Standard | $3,457.07 | Quarterly | Deliverable | Federal/State Funded |
| Human Rights Committee (HCBS – CES, HCBS – CHRP, HCBS – DD, HCBS – SLS) | $5.95 | Monthly, Per Member Enrolled | Report | Federal/State Funded |
| Initial Level of Care Screen (ULTC 100.2) | $283.62 | Per Assessment | Report | Federal/State Funded |
| CSR Level of Care Screen (ULTC 100.2) | $214.03 | Per Assessment | Report | Federal/State Funded |
| Initial Needs Assessment (Formerly Basic) | $260.28 | Per Assessment | Report | Federal/State Funded |

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|---|---|---|---|---|
| Annual Reassessment Needs Assessment (Formerly Basic) | $244.31 | Per Assessment | Report | Federal/State Funded |
| Initial LOC Screen | $325.36 | Per Assessment | Report | Federal/State Funded |
| Annual Reassessment LOC Screen | $272.34 | Per Assessment | Report | Federal/State Funded |
| Rapid Reintegration Barrier Questions | $48.54 | Per Assessment | Invoice or Report | Federal/State Funded |
| Rapid Reintegration Assessment and Support | $107.73 | Per Assessment | Invoice or Report | Federal/State Funded |
| Post Rapid Reintegration Survey Questions | $22.84 | Per Survey | Invoice or Report | Federal/State Funded |
| Interim Support Level Assessment | $294.17 | Per Assessment | Report | Federal/State Funded |
| Initial At-Risk Diversion – In Person | $104.70 | Monthly | Invoice or Report | Federal/State Funded |
| Initial At-Risk Diversion - Virtual | $87.45 | Monthly | Invoice or Report | Federal/State Funded |
| HCBS-CHRP Support Level Needs Assessment | $165.26 | Per Assessment | Invoice | Federal/State Funded |
| Initial HCBS-CES Application | $189.21 | Per Application | Report | Federal/State Funded |
| CSR HCBS-CES Application | $142.76 | Per Application | Report | Federal/State Funded |
| Medicaid Eligible IDD Determination | $458.81 | Per Determination | Report | Federal/State Funded |
| Medicaid Eligible Delay Determination | $272.96 | Per Determination | Report | Federal/State Funded |
| IDD Determination Testing | $481.10 | Actual Costs up to Rate for Testing | Invoice | Federal/State Funded |
| Rural Travel Add-On | $37.46 | Per Required in Person Contact for Rural and Frontier Agencies | Report | Federal/State Funded |
| Pre-Transition Per Member Per Month (PMPM) | $161.74 | Monthly, Per Member | Invoice | Federal/State Funded |
| Pre-Transition Support Plan Completion | $100 | Per Plan, Per Member | Invoice | Federal/State Funded |
| Day of Discharge PAR Approval Outcome-Based Payment | $200 | Per PAR, Per Member | Invoice | Federal/State Funded |

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|---|---|---|---|---|
| Final Person-Centered Support Plan Completion Outcome-Based Payment | $100 | Per Plan, Per Member | Invoice | Federal/State Funded |
| **Case Management Agency (CMA) State Only Rates Table** | | | | |
| Waiting List Management | $95.42 | Per Contact | Report | State Funded |
| Non-Medicaid Eligible IDD Determination | $458.81 | Per Determination | Report | State Funded |
| Non-Medicaid Eligible Delay Determination | $272.96 | Per Determination | Report | State Funded |
| Non-Medicaid Eligible IDD Determination Testing | $481.10 | Actual Costs up to Rate for Testing | Invoice | State Funded |
| State SLS, OBRA-SS, and FSSP Critical Incident Reporting & Investigation: MANE | $349.18 | Per Incident | Report | State Funded |
| State SLS, OBRA-SS, and FSSP Critical Incident Reporting & Investigation: Non-MANE | $46.71 | Per Incident | Report | State Funded |
| State SLS, OBRA-SS, and FSSP Human Rights Committee | $125.73 | Per Member Reviewed | Invoice | State Funded |
| State SLS and OBRA-SS Complaints Trend Analysis | $220.69 | Quarterly | Deliverable | State Funded |
| State SLS, OBRA-SS, and FSSP CIR Follow-Up Performance Standard | $51.81 | Quarterly | Deliverable | State Funded |
| State SLS, OBRA-SS, and FSSP Ongoing Case Management | $91.67 | Monthly, Per Activity | Report | State Funded |
| State SLS and OBRA-SS Monitoring – In Person | $104.70 | Per Contact | Report | State Funded |
| Rural Travel Add-On (OBRA-SS and State SLS) | $38.06 | Per Required in Person Contact for Rural and Frontier Agencies | Report | State Funded |
| State SLS and OBRA-SS Monitoring - Virtual | $87.45 | Per Contact | Report | State Funded |
| State SLS Expenditure Report | $625.76 | Monthly | Invoice | State Funded |
| OBRA-SS Expenditure Report | $369.56 | Monthly | Invoice | State Funded |
| FSSP Needs Assessment | $33.25 | Per Assessment | Report | State Funded |
| FSSP Expenditure Report | $556.57 | Monthly | Invoice | State Funded |
| Family Support Council Meetings | $418.29 | Per Meeting | Invoice | State Funded |
| FSSP Annual Report & Evaluation | $1,150.98 | Annually | Deliverable | State Funded |

# EXHIBIT D-7, TERMINOLOGY

## 1. TERMINOLOGY

1.1. In addition to the terms defined in Section three of this Contract, the following list of terms shall be construed and interpreted as follows:

1.1.1. Adverse Action – A denial, reduction, termination, or suspension from a long-term service and support program or service.

1.1.2. Affiliated Entity – An organization that directly or indirectly controls another entity, has substantially similar ownership of another entity, and/or owns a substantial share of another entity.

1.1.3. Appeal – The process a case manager participates in when an individual or Member appeals an adverse action made by the case manager.

1.1.4. At Risk Diversion – is a Person-Centered process through which services are arranged or provided to enable a Member of an At-Risk Population to avoid admission to a nursing facility and live, instead, in a setting of their choice.

1.1.5. Behavioral Health Authorities (BHA) – The behavioral health administration established in Part 200 of Article 50 of Title 27, C.R.S.

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

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

1.1.8. Care and Case Management System (CCM) – The Department's case management Information Technology (IT) platform.

1.1.9. Case Management – The assessment of a Member eligible to receive or receiving long-term services and supports, the development and implementation of a Support Plan for such Member, referral and related activities, the coordination and monitoring of long-term service and supports delivery, the evaluation of service effectiveness, and the periodic reassessment of such Member's needs.

1.1.10. Case Management Agency (CMA) – A public or private not-for-profit or for-profit organization contracted with the state of Colorado to provide case management services and activities pursuant to C.R.S. 25.5-6-1702.

1.1.11. Case Manager – A person who provides case management services and activities pursuant to Article 6 and Article 10 of C.R.S. Title 25.5 for Members receiving long-term services and supports.

1.1.12. Child Health Plan Plus – Colorado's public low–cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado, but not enough to pay for private health insurance.

1.1.13. Closeout Period – The period beginning on the earlier of 90 Calendar Days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department–approved and updated Closeout Plan, and has determined that the closeout is complete.

1.1.14. Coaching - “Coaching” means any conduct by a Provider Agency, its employees, or affiliates that attempts to guide, script, or otherwise influence an applicant, Member, guardian, or CMA staff in responding to eligibility assessments, Level of Care Screens, Support Level Assessments, or Person-Centered Planning discussions for the purpose of securing a particular eligibility outcome, rate, or service authorization. Coaching may include the creation of prepared statements or scripts, instructing Members or staff on how to answer assessment questions, or encouraging specific responses intended to impact eligibility or rate determinations. *Authority:* 10 CCR 2505-10 §§ 8.7202.B, 8.7202.M, 8.7101.J; 42 C.F.R. § 441.301(c)(1)(vi).

1.1.15. Coercion- “Coercion” means any act or communication that compels, intimidates, or pressures a Member, guardian, or CMA staff member to act contrary to their independent judgment or the Member’s best interest in order to influence an eligibility determination, service authorization, or provider selection. This includes threats of service disruption, withdrawal of care, retaliation, or emotional manipulation to obtain a specific outcome. *Authority:* 10 CCR 2505-10 § 8.7202.M; 10 CCR 2505-10 § 8.7202.Q (Human Rights Committee safeguards); 42 C.F.R. § 441.301(c)(1)(vi)(B); 45 C.F.R. § 92.4 (non-discrimination and autonomy).

1.1.16. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.

1.1.17. Community Centered Board (CCB) – A private for-profit or not-for profit organization that is an administrator of locally generated funding pursuant to CRS 25.5-10-206(6) and acts as a resource for persons with an intellectual and developmental disability or a child with a developmental delay.

1.1.18. Community First Choice (CFC) – Servies and supports authorized through the section 1915(k) of the Social Security Act and provided in community settings to an individual client who requires an institutional level of care that would otherwise be provided in a Hospital, Nursing Facility, Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID), an institution providing inpatient psychiatric services for individuals under age 21, or an institution for mental diseases for individuals age 65 or over.

1.1.19. Complaints – Any complaint received by Contractor as it relates to the services provided through this Contract to include, but not limited to general business functions, administration, State General Fund program functions, and case management functions. Excludes any complaints regarding activities outside the scope of this Contract.

1.1.20. Consumer-Directed Attendant Support Services (CDASS) – The service delivery option for services that assist an individual in accomplishing activities of daily living when included as a waiver benefit that may include health maintenance, personal care, and homemaker activities.

1.1.21. Contract – The agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto, that is entered into as a result of this solicitation.

1.1.22. Contract Funds – The funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under the Contract resulting from this Solicitation.

1.1.23. Contractor – The individual or entity selected as a result of this solicitation to complete the Work contained in the Contract.

1.1.24. Contractor Pre–Existing Material – Material, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property developed, licensed, or otherwise acquired by Contractor prior to the Effective Date of this Contract and independent of any services rendered under any other contract with the State.

1.1.25. Corrective Action Plan – A written plan, which includes the specific actions the agency shall take to correct non-compliance with regulations and contractual obligations, which stipulates the date by which each action shall be completed.

1.1.26. Critical Incident – An actual or alleged event that creates the risk of serious harm to the health or welfare of an individual receiving services; and it may endanger or negatively impact the mental and/or physical well-being of an individual.

1.1.27. Critical Incident Report (CIR) Mistreatment, Abuse, Neglect or Exploitation (MANE) – A Critical Incident Report entered into the CCM with a category of Mistreatment, Abuse, Neglect, or Exploitation.

1.1.28. Critical Incident Report (CIR) Non-MANE – A Critical Incident Report entered into the CCM 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.

1.1.29. Data – State Confidential Information and other State information resources transferred to Contractor for the purpose of completing a task or project assigned in the Statement of Work.

1.1.30. Deliverable – Any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a "Deliverable" or not.

1.1.31. Department – The Colorado Department of Health Care Policy and Financing, a department of the government of the State of Colorado.

1.1.32. Designated Service Area – The geographical area determined by the State Department to be served by a Case Management Agency per C.R.S. 25.5-6-1702.

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

1.1.34. Effective Date – The date on which the Contract resulting from this solicitation is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for the Contract.

1.1.35. Eligibility Determination – The eligibility of an individual for a Long-Term Services and Supports (LTSS) program is determined by meeting all the requirements of the program, including Level of Care Determination and financial eligibility.

1.1.36. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.

1.1.37. Goods – Any movable material to be acquired, produced, or delivered by Contractor which shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

1.1.38. Health First Colorado – Colorado's Medicaid program.

1.1.39. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.

1.1.40. 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). This includes: Children's Home and Community Based Services Waiver (CHCBS), Home and Community Based Services Waiver for Persons with Brain Injury (HCBS-BI), Home and Community Based Services Children's Extensive Services Waiver (HCBS-CES), Home and Community Based Services Children's Residential Habilitation Program Waiver (HCBS-CHRP), Home and Community Based Services Waiver for Children with Complex Health Needs (HCBS-CwCHN), Home and Community Based Services Community Mental Health Supports Waiver (HCBS-CMHS), Home and Community Based Services Waiver for Persons with Developmental Disabilities (HCBS-DD), Home and Community Based Services Waiver for Persons who are Elderly, Blind and Disabled (HCBS-EBD), Home and Community Based Services Supported Living Services Waiver (HCBS-SLS), and Home and Community Based Services Waiver for Persons with Spinal Cord Injury (HCBS-CIH).

1.1.41. Hospital Back-Up - A LTSS program for Members who have complex wound care and/or are ventilator-dependent or medically complex.

1.1.42. Incident – Any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

1.1.43. In-Home Services and Supports (IHSS) – Means services that are provided in the home and in the community by an Attendant under the direction of the Member or Member's Authorized Representative, including Health Maintenance Activities and support for activities of daily living or instrumental activities of daily living, Personal Care services and Homemaker services.

1.1.44. Intermediate Care Facility (ICF) - A residential facility that is certified by the Centers for Medicare and Medicaid (CMS) to provide habilitative, therapeutic and specialized support services to persons with intellectual and developmental disabilities.

1.1.45. 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 individual's need for long term services and supports; an individual's need for referral to other programs or services; an individual's eligibility for financial and program assistance; and the need for a Level of Care Screen of the individual seeking services.

1.1.46. Key Personnel – The position or positions that are specifically designated as such in the Contract.

1.1.47. Learning Management System (LMS) - An online software application for the administration, delivery and tracking of case management training programs and materials.

1.1.48. Level of Care – The level of assistance needed by an individual seeking services or a Member to perform activities of daily living, to include mobility; bathing; dressing; eating; toileting; transferring; and need for supervision as determined by the Level of Care Screen.

1.1.49. Level of Care Determination – The eligibility determination of an individual for a Long-Term Services and Supports (LTSS) program by a Case Management Agency as determined by the requirements of the program, using the Department prescribed instrument.

1.1.50. 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.

1.1.51. Long Term Services and Supports (LTSS) – The services and supports used by Members of all ages with functional limitations and chronic illnesses who need assistance to perform routine daily activities such as bathing, dressing, preparing meals, and administering medications.

1.1.52. Long Term Services and Supports (LTSS) Programs - Any of the following publicly funded programs: CHCBS, FSSP, HCBS-BI, HCBS-CES, HCBS-CHRP, HCBS-CwCHN, HCBS-CMHS, HCBS-DD, HCBS-EBD, HCBS-CIH, HCBS-SLS, CFC, HBU, Medicaid Nursing Facilities, OBRA-SS, PACE, State SLS.

1.1.53. Long Term Services and Supports Level of Care Eligibility Determination Screen (LOC Screen) – An evaluation conducted by the case manager with the individual seeking services and others chosen by the individual to participate (such as family members, friends, and/or caregivers), to determine an applicant or Member's eligibility for long-term services and supports based on their need for institutional level of care as determined by utilizing the Department's prescribed instrument, with supporting diagnostic information from the Individual's medical providers, for the purpose of determining the Individual's level of functioning for admission or continued stay in Long-Term Services and Supports (LTSS) programs.

1.1.54. Medical Assistance (MA) Site - Designated sites allowed by statute or certified by the Department of Health Care Policy and Financing (Department) to process the State-authorized Medical Assistance application for the programs that are administered by the Department and determine eligibility for said programs.

1.1.55. Member – Any individual enrolled in the Colorado Medicaid program, State General Fund program, Colorado's CHP+ program or the Colorado Indigent Care Program, as determined by the Department.

1.1.56. National Core Indicators-Aging and Disabilities (NCI-AD) – Standard measures used across participating states to assess the quality of life and outcomes of seniors and adults with physical disabilities—including traumatic or acquired brain injury—who are accessing publicly-funded services through the Older Americans Act (OAA), Program of All-Inclusive Care for the Elderly (PACE), Medicaid, and/or state-funded programs. The project is coordinated by Advancing States and Human Services Research Institute (HSRI). NCI-AD data are gathered through yearly in-person Adult Consumer Surveys administered by state Aging, Disability, and Medicaid Agencies (or an Agency-contracted vendor) to a sample of at least 400 individuals in each participating state. NCI-AD data measures the performance of states' long-term services and supports (LTSS) systems and service recipient outcomes, helping states prioritize quality improvement initiatives, engage in thoughtful decision making, and conduct futures planning with valid and reliable LTSS data.

1.1.57. Nursing Facility - A facility provider that meets the state nursing facility licensing standards established pursuant to C.R.S. §25-1.5-103 and is maintained primarily for the care and treatment of inpatients under the direction of a physician.

1.1.58. Offeror – Any individual or entity that submits a proposal, or intends to submit a proposal, in response to this solicitation.

1.1.59. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.

1.1.60. Organized Health Care Delivery System - A Case Management Agency that contracts with other qualified providers to furnish services authorized in CHCBS, HCBS-BI, HCBS-CwCHN, HCBS-CES, HCBS-CIH, HCBS-CHRP, HCBS-CMHS, HCBS-DD, HCBS-EBD, and HCBS-SLS waivers. CMAs are responsible for purchasing specific goods and services for Members, authorized on the Person-Centered Support Plan, as set forth by the Department's prescribed guidelines for OHCDS.

1.1.61. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.

1.1.62. Pandemic – Refers to an epidemic that has spread over several countries or continents, usually affecting a large number of people.

1.1.63. Period of Performance – Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.

1.1.64. Person-Centered Approach – Respecting and valuing individuals' and Members' preferences, strengths, and contributions.

1.1.65. Person-Centered Support Plan - A document, using the State-prescribed instrument, that identifies approved services, regardless of funding source, necessary to assist a Member to remain safely in the community and develop in accordance with the Department rules. The plan includes the funding source, frequency, amount, and provider of each service and is developed with the Member and people chosen by the Member to identify goals, needed services, individual choices and preferences, and appropriate service providers based on the Member's Assessment and knowledge of the individual and community resources and informs the member of their rights and responsibilities.

1.1.66. 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 their rights and responsibilities.

1.1.67. Personally Identifiable Information – Personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24–72–501 C.R.S.

1.1.68. Pre-Admission Screening and Resident Review (PASRR) – The review that occurs for all individuals seeking admission to a Medicaid nursing facility to screen the Client for evidence of serious mental illness and/or intellectual and developmental disabilities or related conditions. The review determines whether the individual needs the level of services that a nursing facility provides and whether individuals who need nursing facility services also need specialized services.

1.1.69. Professional Medical Information Page (PMIP) – The medical information document signed by a licensed medical professional used as a component of the Level of Care Screening and Assessment to determine the individual's or Member's need for an LTSS program.

1.1.70. Program – A publicly funded program including but not limited to: Home and Community Based Services Waivers, Community First Choice (CFC), Medicaid Nursing Facility, Hospital Back-Up, Program for All-Inclusive Care for the Elderly (PACE), and State General Funded (SGF) Programs.

1.1.71. Protected Health Information – Any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

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

1.1.73. Provider Agency Influence- Provider Agency Influence" means any direct or indirect action by a Medicaid-enrolled Provider Agency, its employees, contractors, or representatives that attempts to shape, alter, or predetermine the Case Management Agency's (CMA's) eligibility determinations, assessments, or Person-Centered Service Planning processes. This includes, but is not limited to, attempts to recommend or discourage specific service authorizations, Support Levels, funding levels, or provider selections; provide prewritten narratives or documentation for use in CMA eligibility determinations; or otherwise engage in actions that create an appearance or risk of conflict of interest. *Authority:* 10 CCR 2505-10 §§ 8.7202.M, 8.7202.B; 42 C.F.R. § 441.301(c)(1)(vi); 42 C.F.R. § 431.10(e)(3).

1.1.74. Quality Improvement Strategy (QIS) – The Department's process to measure and improve its performance in meeting the HCBS waiver assurances annually as set forth in 42 CFR 441.301 and 441.302. QIS is also utilized to measure and improve quality performance for CFC.

1.1.75. Quarter – Four (4) distinct time periods during the State Fiscal Year. Quarter one (1) begins on July 1 and ends September 30. Quarter two (2) begins on October 1 and ends December 31. Quarter three (3) begins on January 1 and ends March 31. Quarter four (4) begins on April 1 and ends June 30.

1.1.76. Rapid Referral – The Person-Centered process that occurs when a Member, who is seeking admission to a nursing facility, does not oppose living in the Community, and is experiencing Unstable Housing, is rapidly referred to a Transition Coordination Agency to receive Transition Coordination Services.

1.1.77. Rapid Reintegration – the Person-Centered process that occurs when a Member, who will be admitted into a nursing facility, does not oppose living in the Community.

1.1.78. Rapid Reintegration Barrier Questions - a series of questions in the Department's prescribed system that Case Managers complete during the Rapid Reintegration initiation process. These questions will identify and document barriers that may affect the Member's transition back to the community. Based on responses, the Case Manager will either complete a Rapid Referral or a Rapid Reintegration Plan.

1.1.79. Rapid Reintegration Plan – a written Person-Centered plan developed for the purpose of rapidly transitioning a Member(s) from a nursing facility and safely into the Community.

1.1.80. Regional Accountable Entity (RAE) – A single regional entity responsible for duties previously performed by Regional Care Collaborate Organizations and Behavioral Health Organizations (BHO).

1.1.81. Resource Development – The study, establishment and implementation of additional resources or services that extend the capabilities of community based LTSS systems to better serve LTSS applicants and Members and those likely to need community based LTSS in the future.

1.1.82. Rural and Frontier – Defined Service Areas that are eligible for rural travel add-on reimbursement for required in-person activities reimbursed through this Contract.

1.1.83. 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.

1.1.84. Start–Up Period – The period starting on the Effective Date and ending on the Operational Start Date.

1.1.85. State – The State of Colorado, acting by and through any State agency.

1.1.86. State Fiscal Rules – The fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24–30–202(13)(a).

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

1.1.88. State Intellectual Disability Authority (SIDA) – The person authorized by the Department to review PASRR Level II Evaluations and approve or deny a nursing facility admission for individuals with intellectual and developmental disabilities. SIDA issues the Letter of Determination to the nursing facility.

1.1.89. State General Fund Programs – Case management, services, and supports authorized by the General Assembly and provided in the family home, a community setting, or Nursing Facility using 100% General Fund dollars. Including, the Family Support Services Program (FSSP), State Supported Living Services Program (State SLS), and Omnibus Reconciliation Act of 1987 Specialized Services Program (OBRA-SS).

1.1.90. State Records – Any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

1.1.91. Subcontractor – Third parties, if any, engaged by Contractor to aid in performance of the Work.

1.1.92. Support Need Level Assessment - The standardized assessment tool to identify and measure the practical support requirements for HCBS-CHRP waiver participants.

1.1.93. 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 support plan or on encounter data service rates submitted to the Department.

1.1.94. Systems - Systems include, but are not limited to, the Colorado interChange Medicaid Management Information System (MMIS) and its subsystems: Bridge HCBS PAR subsystem and the Care and Case Management (CCM) System.

1.1.95. Target Criteria – Department defined criteria based on Member needs to access services under a HCBS waiver.

1.1.96. Targeted Case Management (TCM) – Required case management activities for Members enrolled in a HCBS waivers and/or CFC as defined in 10 CCR 2505-10 8.760 et seq. that are reimbursed as a State Plan benefit and through a Medicaid Provider Agreement. TCM activities are excluded from the Work within this Contract.

1.1.97. Undue Influence - Undue Influence" means the exertion of pressure by a Provider Agency, family member, or any other party in a manner that interferes with the independent decision-making, assessment, or planning responsibilities of the CMA or with the Member's freedom of choice in providers and services. Undue Influence may be explicit or implicit and may arise through repeated persuasion, manipulation of information, or exploitation of trust or dependency. *Authority:* 10 CCR 2505-10 §§ 8.7202.M, 8.7202.R (appeals), 8.7202.Q (HRC independence); 42 C.F.R. § 441.301(c)(1)(vi)(B)–(D).

1.1.98. Waiting List - A list of otherwise eligible individuals established to manage selection of individuals' entrance into the waiver or State General Fund programs until approved capacity and funding become available.

1.1.99. Work – The delivery of the Goods and performance of the Services described in the Contract.

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

## 2. ACRONYMS AND ABBREVIATIONS

2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:

2.1.1. CFC – Community First Choice

2.1.2. CFR – Code of Federal Regulations

2.1.3. CHP+ –Child Health Plan Plus

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. CPI – Consumer Price Index

2.1.7. CPI-U – CPI for all urban consumers

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

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

2.1.10. PCI – Payment Card Information

2.1.11. PHI – Protected Health Information

2.1.12. PII – Personally Identifiable Information

2.1.13. SFY – State Fiscal Year

2.1.14. U.S.C. – United States Code

2.1.15. VARA – Visual Rights Act of 1990

# EXHIBIT E-6, CONTRACTOR’S ADMINISTRATIVE REQUIREMENTS

## 1. CONTRACTOR’S GENERAL REQUIREMENTS

1.1. The Department will contract with only one organization, Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met under this Contract.

1.2. Contractor shall serve as the Case Management Agency for the following counties:

1.2.1. Baca County

1.2.2. Kiowa County

1.2.3. Prowers County

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

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

1.5. Contractor shall inform the Department on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact Contractor’s responsibilities under this Contract.

1.6. Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts, and any other interactions or Deliverables related to the Work described in the Contract. Contractor shall make such records available to the Department upon request throughout the term of the Contract.

1.7. Contractor shall submit a Media Event Report in instances where Contractor is contacted directly or indirectly by the media, including but not limited to newspaper or television, or Contractor believes an event has occurred that may result in what Contractor deems to be potentially negative media coverage for Contractor’s agency, the Department, or the Member’s served by Contractor. Immediately following direct or indirect contact with or knowledge of media contact, Contractor must notify the Department using the template provided.

1.7.1. **DELIVERABLE**: Media Event Report

1.7.2. **DUE**: Immediately Following Direct or Indirect Contact with or Knowledge of Media Contact

1.8. Deliverables

1.8.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.

1.8.1.1. Contractor shall submit each Deliverable to the Department for review and approval and shall adhere to the following Deliverable process such for any documentation creation, review, and acceptable cycle, Contractor shall:

1.8.1.1.1. Gather and document requirements for the Deliverable.

1.8.1.1.2. Create a draft in the Department-approved format for the individual Deliverable.

1.8.1.1.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:

1.8.1.1.3.1. Readability.

1.8.1.1.3.2. Spelling.

1.8.1.1.3.3. Grammar.

1.8.1.1.3.4. Completion.

1.8.1.1.3.5. Accessibility.

1.8.1.1.4. Adhere to all required templates or development of templates.

1.8.1.1.5. Perform modifications that include version control and tracked changes.

1.8.1.2. The Department will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes within five Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.

1.8.1.2.1. Changes the Department direct include, but are not limited to, modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable or requiring inclusion of information or components that were left out of the Deliverable.

1.8.1.2.2. The Department may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the Department in its review. Contractor shall provide the clarification or walkthrough as directed by the Department.

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

1.8.2. Contractor shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality, as described herein. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the Department.

1.8.3. 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.

1.8.4. 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.

1.8.5. 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.

1.8.6. 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.

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

1.9. Stated Deliverables and Performance Standards

1.9.1. 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.

1.10. Communication with the Department

1.10.1. Contractor shall ensure that all Contractor staff and representatives conduct themselves in a professional, courteous, and respectful manner in all interactions—written or verbal—with Department staff, Department vendors, and community partners while performing duties under this Contract. The Department reserves the right to remove any Contractor staff who fail to meet these standards. Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems, including Microsoft Office products. Contractor shall communicate with the Department's primary designee, who will be identified to Contractor, to obtain information about the specific Microsoft products currently in use, as may be upgraded from time to time. At a minimum, Contractor shall have the capability to exchange documents and electronic files compatible with Microsoft Office 365, unless the Department's primary designee otherwise specifies. 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.

1.10.2. 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:

1.10.2.1. The date the transmittal will be effective.

1.10.2.2. Direction to Contractor regarding performance under the Contract.

1.10.2.3. A due date or timeline by which Contractor shall comply with the direction contained in the transmittal.

1.10.2.4. The signature of the Department employee who has been designated to sign transmittals.

1.10.2.4.1. 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.

1.10.2.5. 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.

1.10.2.5.1. 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.

1.10.2.6. 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.

1.10.2.7. 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.

1.10.2.8. 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.

1.10.2.9. Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.

1.10.3. Contractor shall provide written notification to the Department in instances where Contractor has not been successful in meeting requirements or timelines identified in this Contract. This requirement applies to instances where multiple Members are impacted and there is an established pattern over time. Contractor shall not include single instances. This notification must be provided to the Department within three Business Days following discovery on a template provided by the Department.

1.10.3.1. **DELIVERABLE**: Self-Disclosure of Contract Requirements Not Met

1.10.3.2. **DUE**: Within Three Business Days following Discovery

1.11. Individual and Member Engagement

1.11.1. Person- and Family-Centered Approach

1.11.2. Contractor shall actively engage Members in their health and well-being by demonstrating the following:

1.11.2.1. Responsiveness to Member and family/caregiver needs by incorporating best practices in communication and cultural responsiveness in service delivery.

1.11.2.2. Utilization of various tools to communicate clearly and concisely.

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

1.12. Cultural Responsiveness

1.12.1. Contractor shall comply with the requirements within 42 CFR § 438.206(c)(2) to provide and facilitate the delivery of services in a culturally competent manner to all individuals and Members consistent with a Managed Care Organization.

1.12.2. 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.

1.12.3. Readily accessible is defined as electronic information and services that comply with modern accessibility standards, such as Section 508 of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act.

1.13. Language Assistance Services

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

1.13.2. Contractor shall make oral interpretation available in all languages.

1.13.3. Contractor shall ensure the competence of language assistance provided by interpreters and bilingual staff.

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

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

1.13.6. 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.

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

1.13.8. Contractor shall ensure that language assistance services shall include, but are not limited to, the use of auxiliary aids such as TTY/TDY and American Sign Language.

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

1.14. Correspondence Pertaining to Medicaid Benefits

1.14.1. The following provisions in this Section 1.14. describe Contractor's responsibilities and performance standards per C.R.S. § 25.5-4-212 when the purpose of that correspondence is to provide notice to a Medicaid applicant or Member of denial, reduction, termination, suspension, or change to a Medicaid benefit or to Medicaid eligibility. Contractor shall also follow these requirements for correspondence where the purpose is to request additional information that is relevant to determining the applicant's or Member's eligibility or benefits.

1.14.2. Contractor shall ensure that any correspondence addressed to an applicant or Member shall:

1.14.2.1. Be written in collaboration with the Department for all new and revised Member correspondence.

1.14.2.2. Be written in person-first plain language using clear statements including a specific and plain language description for any denial, reduction, suspension, or termination of benefits.

1.14.2.3. Include the date (with the month written out followed by numbers for the day and year) and a greeting.

1.14.2.4. Use a font size no smaller than 12 point.

1.14.2.5. Use terms that are used consistently throughout the correspondence and utilize commonly used program names.

1.14.2.6. Clearly communicate the purpose of the correspondence, the action taken by Contractor, and the specific actions that the applicant or Member must take in response to the correspondence.

1.14.2.7. Provide contact information for the applicant or Member to obtain answers to the applicant's or Member's questions.

1.14.2.8. Include a statement translated into the top fifteen languages most commonly spoken in Colorado informing the applicant or Member on how to seek further assistance in understanding the correspondence.

1.14.2.9. Follow the Health First Colorado Member Communication Standards Guide.

1.14.3. In addition to the elements described in the preceding Section 1.2, for any notice of approved eligibility, Contractor must include clear statements containing the following information:

1.14.3.1. The circumstances under which the individual must report, and procedures for reporting, any changes that may affect the individual's eligibility.

1.14.3.2. Basic information regarding the level of benefits and services based upon the Member's eligibility.

1.14.3.3. Description of any required cost-sharing expenses.

1.14.3.4. An explanation of how the Member can receive additional detailed information regarding benefits and financial responsibilities.

1.14.3.5. An explanation of any right to appeal the eligibility status or level of benefits or services that the Member has.

1.14.4. In addition to the elements described in Section 1.13.2. above, for any notice of adverse action including a denial, reduction, termination, or suspension of eligibility or change in benefits or services, Contractor must also include the following information:

1.14.4.1. A statement of the action the Department or its designee intends to take and the effective date of such action.

1.14.4.2. The specific regulation(s) or change in law that support the action, includes a specific and plain language explanation of the basis for the denial, reduction, suspension, or termination of the benefit, if applicable.

1.14.4.3. The right of the Member to be provided reasonable access to and copies of all documents, records, and other information relevant to the Member's adverse benefit determination upon the Member's request and free of charge to the Member.

1.14.4.4. An explanation of the Member's right to request a hearing to appeal the determination and the method by which the Member may request a hearing.

1.14.4.5. The circumstances under which the Member will be granted a hearing if the action is based upon a change in law.

1.14.4.6. That the individual may represent themselves or use legal counsel, a relative, a friend, or other representative at the hearing.

1.14.4.7. The circumstances under which a Member's benefits are continued during an appeal if a hearing is requested and the process to request the continuation of benefits.

1.14.4.8. The circumstances under which an appeal process can be expedited and the process for the Member to request an expedited appeal.

1.14.4.9. For notices concerning a medical assistance program eligibility determination, an explanation of the applicant's or Member's right to a county or service delivery agency dispute resolution conference.

1.14.5. If Contractor prepares any type of correspondence that requests information from the applicant or Member, then the correspondence must provide a specific description of the information being requested.

1.14.6. Contractor shall provide all correspondence in English and accurately translated into Spanish.

1.14.7. Upon request and free of charge, Contractor shall make any written correspondence accessible for applicants and Members through the provision of auxiliary aids and services for individuals with disabilities and language assistance services for individuals with limited English proficiency.

1.14.8. Contractor shall allow the Department access to view correspondence.

1.15. Written Materials for Individuals and Members

1.15.1. Contractor shall ensure that all written materials it creates for distribution to individuals and Members meet all noticing requirements of 45 C.F.R. Part 92.

1.15.2. Contractor shall ensure that all written materials it creates for distribution to individuals and Members are culturally and linguistically appropriate to the recipient.

1.15.3. Contractor shall write all materials in easy-to-understand language.

1.16. Individual and Member Communications

1.16.1. Contractor shall maintain consistent communication, both proactive and responsive, with individuals and Members.

1.16.2. Contractor shall assist any individual or Member who contacts Contractor, including individuals and Members not in Contractor's Defined Service Area who need assistance with contacting their CMA, CCB, RAE, or other agencies.

1.17. Individual and Member Rights

1.17.1. Contractor shall have written policies guaranteeing each individual's and Member's right to be treated with respect and due consideration for their dignity and privacy.

1.17.2. Contractor shall provide information to individuals and Members regarding their rights that include, but are not limited to:

1.17.2.1. The right to be treated with respect and due consideration for their dignity and privacy.

1.17.2.2. The right to participate in decisions regarding their services.

1.17.2.3. The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.

1.17.2.4. The right to request and receive a copy of their records.

1.17.2.5. The right to obtain available and accessible services under the Contract.

1.17.3. Contractor shall post and distribute rights to individuals, including but not limited to:

1.17.3.1. Individuals/Members.

1.17.3.2. Individual's/Member's families.

1.17.3.3. Providers.

1.17.3.4. Case Workers.

1.17.3.5. Stakeholders.

1.18. Start-Up Plan

1.18.1. Contractor shall create a Start-Up Plan in year one of the Contract that contains, at a minimum, the following:

1.18.1.1. A description of all steps, timelines, and milestones necessary to fully transition the services described in the Contract from a prior contractor to Contractor.

1.18.1.2. A description of all steps, timelines, milestones, and Deliverables necessary for Contractor to be fully able to perform all Work by the Operational Start Date.

1.18.1.3. A listing of all personnel involved in the start-up and what aspect of the start-up they are responsible for.

1.18.1.4. An operational readiness review for the Department to determine if Contractor is ready to begin performance of all Work.

1.18.1.5. The risks associated with the start-up and a plan to mitigate those risks.

1.18.1.5.1. **DELIVERABLE**: Start-Up Plan

1.18.1.5.2. **DUE**: 20 Calendar Days Prior to the Contract Start Date

1.19. Start-Up Period

1.19.1. With input from the Department, Contractor shall complete all of the following during the Start-Up Period in year one of the Contract:

1.19.1.1. Schedule and facilitate a Kickoff Meeting that includes the following:

1.19.1.1.1. Key Personnel.

1.19.1.1.2. Department Leadership.

1.19.1.1.3. Department Project Team Members.

1.19.1.1.4. Any other relevant and needed persons or organizations.

1.19.1.2. Develop Kickoff Meeting materials and an agenda that contains, at a minimum, the following:

1.19.1.2.1. Initial timelines for starting the Work and creating initial Deliverables.

1.19.1.2.2. Establishment of Communication channels to describe how the Work is to be completed.

1.19.1.2.3. Transmission methods and specific Deliverable templates or requirements.

1.19.1.2.4. Any other item required to initiate and ensure Work is started and completed on time.

1.19.1.3. Prepare Kickoff Meeting Minutes and deliver them to the Department for review and approval.

1.19.1.3.1. **DELIVERABLE**: Kickoff Meeting Agenda & Materials

1.19.1.3.2. **DUE**: Within three Business Days after the Kickoff Meeting

1.19.2. Policy and Procedures Manual

1.19.2.1. Create a Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for Contractor to complete its obligations under the Contract. Such policies and/or procedures shall be included, but are not limited to:

1.19.2.1.1. Determination of Developmental Disability

1.19.2.1.2. Defined Service Area Exceptions Process

1.19.2.1.3. Member Rights

1.19.2.1.4. Critical Incident Reporting

1.19.2.1.5. Grievance/Complaint Procedures

1.19.2.1.6. Monitoring

1.19.2.1.7. Human Rights Committee

1.19.2.1.8. Community Advisory Committee

1.19.2.1.9. Training

1.19.2.1.10. Case Management Operations

1.19.2.1.11. After-hours Policies and Procedures

1.19.2.1.12. Denial and Discontinuation of Services

1.19.2.1.13. Safeguards Necessary to Prevent Conflict of Interest

1.19.2.2. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department prior to the end of the Start-Up Period and are necessary for Contractor to begin work on the Operational Start Date.

Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a mutually agreed upon timeframe that allows the Department to review and approve those documents prior to end of the Start-Up Period.

1.19.2.2.1. **DELIVERABLE**: Policies & Procedures Manual

1.19.2.2.2. **DUE**: No later than the Operational Start Date

1.20. Operations Guide

1.20.1. Contractor shall not engage in any Work under the Contract, other than the Work described in Sections 1.17 and 1.18 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.

1.20.2. Contractor shall create and implement an Operations Guide. The Operations Guide shall include the creation and management of the following:

1.20.2.1. Communication Plan.

1.20.2.2. Business Continuity Plan.

1.20.2.3. Closeout Plan.

1.20.3. Contractor shall submit the Operations Guide to the Department for review and approval.

1.20.3.1. **DELIVERABLE**: Operations Guide

1.20.3.2. **DUE**: Within 30 Business Days after the Effective Date

1.20.4. Contractor shall review its Operations Guide on annual basis and determine if any modifications are required to account for any changes in the Work, in the Department's processes and procedures or in Contractor's processes and procedures and update the Guide as appropriate to account for any changes. Contractor shall submit an Annual Operations Guide Update that contains all changes from the most recently approved prior Operations Guide or Annual Operations Guide Update or shall note that there were no changes.

1.20.4.1. **DELIVERABLE**: Annual Operations Guide Update

1.20.4.2. **DUE**: Annually, by July 31st

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

1.20.6. Communication with Members, Providers, and Other Entities

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

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

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

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

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

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

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

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

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

1.20.6.1.5.4. An outline of the process for Contractor's communication, timeline for responses, and emergency protocols in the event there is a natural disaster or Pandemic.

1.20.6.1.5.5. Communication Plan shall include steps for responding to the Department, provider agencies, Members and community organizations in the event there is a natural disaster or Pandemic.

1.20.7. Business Continuity Plan

1.20.7.1. Contractor shall create a Business Continuity Plan that Contractor will follow in order to continue operations after a Disaster or a Business Interruption to include but not limited to a Disaster, Pandemic, power outage, strike, loss of necessary personnel, or computer virus. The Business Continuity Plan shall include, but is not limited to, all of the following:

1.20.7.1.1. The essential services and functions provided by Contractor.

1.20.7.1.2. The lead person and response team responsible for implementing the business continuity plan, individual/team roles, and contact information.

1.20.7.1.3. How emergency responses procedures will be implemented and who will activate the business continuity plan.

1.20.7.1.4. How Contractor will implement a flexible work plan that includes social distancing, hygiene etiquette, cancellation of non-essential activities, closure of buildings, and/or relocation to alternative facilities.

1.20.7.1.5. How Contractor will address training personnel, preparing equipment, and backup systems.

1.20.7.1.6. How Contractor will address budget and finance mechanisms to ensure financing of essential services.

1.20.7.1.7. How Contractor will ensure necessary supplies and equipment are available to maintain essential services.

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

1.20.7.1.9. How Contractor will manage employees who are exposed to a Pandemic related illness or are suspected to be ill or become ill at a worksite, such as infection control response and immediate mandatory sick leave.

1.20.7.1.10. How Contractor will ensure or enhance communication and information technology infrastructure to support tele-commuting.

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

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

1.20.7.1.13. How Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and software pertaining to enrollment information at a Department-approved, off-site location.

1.20.7.1.14. How Contractor will minimize the effects on Members of any Business Interruption to include how Contractor will notify Members of closures and cancellations.

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

1.20.7.1.16. How Contractor will transition from in-person meetings to conference calls or other virtual platforms or cancel or delay meetings as necessary.

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

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

1.20.7.1.19. How Contractor will prepare necessary internal staff for implementing the business continuity plan, which may include tests, drills, or training annually and revising the plan based on lessons learned.

1.20.7.1.20. How Contractor will identify and engage with external organizations to help the community, such as sharing best practices and sharing timely and accurate information about a Business Interruption.

1.20.7.1.21. How Contractor will implement steps to return to normal after a Business Interruption.

1.20.8. Closeout Plan

1.20.8.1. Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones, and Deliverables necessary to fully transition the services described in the Contract from Contractor to the Department or to another contractor selected by the Department to be Contractor after the termination of the Contract. The Closeout Plan shall include, but is not limited to:

1.20.8.1.1. Transfer of individuals and Members

1.20.8.1.2. Transfer of documentation to include all electronic and physical documentation.

1.20.8.1.3. Transfer of all individual and Member records through the Department Case Management Systems.

1.20.8.1.4. Transfer of services

1.20.8.1.5. Transfer of Case Management Services

1.20.8.2. The Closeout Plan shall also designate an individual to act as a closeout coordinator who will ensure that all requirements, steps, timelines, milestones, and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on Members and the Department.

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

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

1.20.8.4. Contractor shall provide weekly updates to the Department throughout the creation of and the performances within the Operations Guide, that show Contractor’s status toward meeting the milestones described herein.

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

1.20.9. Closeout Period

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

1.20.9.1.1. 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.

1.20.9.1.2. 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.

1.20.9.1.3. 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.

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

1.20.9.1.5. Notify all Members that Contractor will no longer be the CMA as directed by the Department. Contractor shall create these notifications and deliver them to the Department for approval. Once the Department has approved the notifications, Contractor shall deliver these notifications to all Members, but in no event shall Contractor deliver any such notification prior to approval of that notification by the Department.

1.20.9.1.5.1. **DELIVERABLE**: Member Notifications

1.20.9.1.5.2. **DUE**: 90 Calendar Days prior to termination of the Contract

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

1.20.9.3. 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.

1.20.10. Long-Range Plan

1.20.10.1. Contractor shall create and present to the Department a Long-Range Plan for its Defined Service Area that describes, at a minimum, the following:

1.20.10.1.1. Administrative and case management accomplishments of Contractor in the previous year.

1.20.10.1.2. Identified unmet needs of eligible persons in the Defined Service Area and action steps necessary to meet those needs.

1.20.10.1.3. How Contractor will solicit input from Members and families to ensure quality services.

1.20.10.1.4. Local area issues that impact or are expected to impact the Defined Service Area and action steps on how to resolve those issues.

1.20.10.1.5. Policies that are considered by Contractor to be a barrier to ensuring a comprehensive case management system and suggested modifications to overcome the barriers.

1.20.10.1.6. A summary of how Contractor is working to recruit and retain case management staff currently and for the future to maintain and improve the case management services in its Defined Service Area.

1.20.10.1.7. A summary of how Contractor is working to recruit new and existing providers to expand their services in the Defined Service Area.

1.20.10.1.8. A summary of past efforts and future plans to accelerate access for people with disabilities.

1.20.10.1.9. Contractor’s efforts to recruit members of the Community Advisory Committee who represent the characteristics of the community.

1.20.10.1.10. How Contractor will engage with and facilitate existing social networks including, but not limited to: CCBs, RAEs, Behavioral Health Authorities, schools, nursing facilities and other unpaid supports and advocacy partners will be used to support Members in the Defined Service Area.

1.20.10.1.11. How State General Fund programs and supports will be used to support individuals, Members, and families within the Defined Service Area.

1.20.10.1.12. How feedback will be obtained from community members, Members receiving services, and individuals seeking or waiting for services and how the feedback will be incorporated into strategies for delivering case management services within the Defined Service Area.

1.20.10.1.12.1. **DELIVERABLE:** Long-Range Plan

1.20.10.1.12.2. **DUE:** At this interval:

1.20.10.1.13. September 15, 2026 for Contractors with names beginning in A through M

1.20.10.1.14. September 15, 2027 for Contractors with names beginning in N through Z

1.20.10.1.15. September 15, 2028 for Contractors with names beginning in A through M

1.20.10.1.16. September 15, 2029 for Contractors with names beginning in N through Z

1.20.10.2. Contractor shall present the key findings from the Long-Range Plan to the Department within 20 Business Days following the Long-Range Plan being submitted to the Department.

1.20.10.3. Contractor shall make any changes to the Long-Range Plan as directed by the Department and resubmit the Deliverable within 10 Business Days following the request.

1.20.11. Community Advisory Committee

1.20.11.1. Within 30 Calendar Days following the Contract execution date, Contractor shall establish a Community Advisory Committee of no less than five committee members that will meet at least quarterly to obtain public input and guidance for CMA operations and follow rules and regulations set forth in C.R.S. 8.7201.C.

1.20.12. The Community Advisory Committee shall include, but not be limited to, at least one person as the regional representation from among the following categories:

1.20.12.1. The Defined Service Area's county commissioners, area agencies on aging, medical professionals, physical and/or intellectual disability professionals, ombudsmen, human services agencies, county government officials, mental/behavioral health professionals, and

1.20.12.2. Regional representation from one or more LTSS Members or family members of individuals receiving LTSS and make every effort to recruit and maintain a majority of individuals with this lived experience on the committee:

1.20.12.2.1. Members with I/DD and/or

1.20.12.2.2. Members with disabilities

1.20.12.2.3. Members shall be given priority of selection over family members.

1.20.13. Contractor shall submit the Community Advisory Committee member list annually on the template prescribed by the Department.

1.20.14. If Contractor is unable to recruit and maintain a majority of members, advocates, and people with lived experience on the committee, Contractor shall outline efforts to do so with their deliverable submissions.

1.20.14.1. **DELIVERABLE**: Community Advisory Committee Member List

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

1.20.15. Contractor shall notify the Department of any changes to Community Advisory Committee membership within 10 Business Days following the date of change.

1.20.15.1. **DELIVERABLE**: Community Advisory Committee Membership Updates

1.20.15.2. **DUE**: Within 10 Business Days following the date of change to the membership list.

1.20.16. The Community Advisory Committee shall include at least two regional representatives of individuals or family members of individuals receiving long-term disability and/or I/DD services.

1.20.17. Contractor shall demonstrate efforts to recruit members of the committee who represent the characteristics of the community. These efforts shall be reflected in the Long-Range Plan.

1.20.18. The Community Advisory Committee is an advisory body to Contractor that provides recommendations and is not a decision-making body. As such the Community Advisory Committee shall:

1.20.18.1. Provide public input and guidance to Contractor in the review of service delivery policies and procedures, marketing strategies, resource development, overall operations, service quality, individual Member satisfaction and other related programmatic opportunities. Contractor shall receive and consider recommendations from the Community Advisory Committee to modify policies and procedures to address systemic barriers at a local or regional level, in the Long-Range Plan.

1.20.18.2. Support Contractor with developing strategies for resolving complaints at the local or regional level.

1.20.18.3. Maintain and post public notices of meetings, meeting minutes, and documented follow up on Contractor's website.

1.20.18.4. Contractor shall post the meeting date, time, and location of the meeting and the meeting agenda at least 10 Business Days prior to the meeting on Contractor's website.

1.20.18.5. Contractor shall post meeting minutes and any related follow-up action items once approved by the Community Advisory Committee and Contractor on Contractor's website.

1.20.18.6. Report to Contractor's governing body or board of directors quarterly on all case management complaints trends and follow-up completed by Contractor.

1.20.18.7. Provide reports to the Department and its committees upon request.

1.20.18.8. The Community Advisory Committee may be combined in purpose or name with other CMA committees in Contractor's defined service area so long as it meets the above purpose, criteria, and reports.

1.20.18.9. The Community Advisory Committee must use the operational templates prescribed by the Department as minimum standards.

1.20.18.9.1. **DELIVERABLE**: Semi-annual Community Advisory Committee Meeting Minutes

1.20.18.9.2. **DUE**: Semi-Annually, for meetings held between July 1$^{st}$ and December 31$^{st}$, Committee Updates are due January 15$^{th}$, and for meetings held between January 1$^{st}$ through June 1$^{st}$, Committee Updates are due June 15$^{th}$

1.21. Performance Reviews

1.21.1. The Department may conduct performance reviews or evaluations of Contractor in relation to the Work performed under the Contract.

1.21.2. 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.

1.21.3. 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.

1.21.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract, or after termination of the Contract for any reason.

1.21.5. The Department may make the results of any performance reviews or evaluations available to the public or may publicly post the results of any performance reviews or evaluations.

1.21.6. The Department may recoup funding as a result of any performance review or evaluation where payment was rendered for services not complete or not in alignment with federal and/or state regulations or this Contract.

1.22. Corrective Action Plan

1.22.1. 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:

1.22.1.1. A detailed description of actions to be taken including any supporting documentation. Contractor's employee(s) responsible for implementing the actions.

1.22.1.2. The implementation timeframes and a date for completion.

1.22.2. Contractor shall submit the Corrective Action Plan to the Department within 10 Business Days following the receipt of a written request from the Department.

1.22.2.1. **DELIVERABLE**: Corrective Action Plan

1.22.2.2. **DUE**: Within 10 Business Days following receipt of a written request from the Department

1.22.3. Contractor shall notify the Department in writing, within three Business Days, if it will not be able to present the Corrective Action Plan by the due date. Contractor shall explain the rationale for the delay and the Department may grant an extension, in writing, of the deadline for Contractor's compliance.

1.22.4. Upon receipt of Contractor's Corrective Action Plan, the Department will accept, modify, or reject the proposed Corrective Action Plan. Modifications and rejections shall be accompanied by a written explanation.

1.22.5. In the event of a rejection of Contractor's Corrective Action Plan Contractor shall re-write a revised Corrective Action Plan and resubmit it along with requested documentation to the Department for review.

1.22.5.1. **DELIVERABLE**: Revised Corrective Action Plan

1.22.5.2. **DUE**: Within five Business Days following the Department's rejection

1.22.6. Upon acceptance by the Department Contractor shall implement the Corrective Action Plan.

1.22.7. If corrections are not made by the timeline and/or quality specified by the Department then funds may be withheld from this Contract. Payments of funds from this Contract will resume beginning the month that the correction is made and accepted by the Department.

1.22.8. As part of the Corrective Action Plan, supporting documentation demonstrating that deficiencies have been remediated may be required. Contractor shall ensure all supporting documentation is submitted within the timeframes established in the Corrective Action Plan.

1.22.9. Upon receipt of Contractor's supporting documentation, the Department will accept, request modifications, or reject the documentation. Modifications and rejections shall be accompanied by a written explanation.

1.22.10. In the event of a rejection of Contractor's supporting documentation to the Corrective Action Plan, Contractor shall correct and resubmit the supporting documentation to the Department for review.

1.22.11. If a Corrective Action Plan or any supporting activities or documentation are required to correct a deficiency, are not submitted within the requested timeline and/or quality specified by the Department, funds may be suspended or withheld from this Contract.

1.22.11.1. **DELIVERABLE**: Revised Supporting Documentation

1.22.11.2. **DUE**: Within five Business Days following the Department's rejection

1.22.12. If corrections are not made by the timeline and quality specified by the Department then funds may be withheld and recovered from this Contract. Payments of funds from this Contract will resume beginning the month that the correction is made and accepted by the Department.

1.23. Renewal Options and Extensions

1.23.1. 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.

1.23.2. The Parties may amend the Contract to extend beyond eight years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address state or federal programmatic or policy changes related to the Contract, or to provide sufficient time to transition the Work.

1.24. Department System Access

1.24.1. 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.

1.24.2. 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.

1.25. Provider Fraud

1.25.1. 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.

1.25.2. Upon identification or suspicion of possible Provider Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.

1.25.2.1. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:

1.25.2.1.1. Written documentation of the findings.

1.25.2.1.2. Information on any verbal or written reports.

1.25.2.1.3. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, in a format agreed to by the Department.

1.25.2.1.4. Information on the identification of any affected claims that have been discovered.

1.25.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).

1.25.2.1.6. Any additional information as required by the Department.

1.25.3. For each incident of identified or suspected Provider Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department and the MFCU.

1.25.3.1. **DELIVERABLE**: Completed Contractor Suspected Fraud Written Notice Form

1.25.3.2. **DUE**: Within three Business Days following the initial discovery of the Fraud or suspected Fraud

1.25.4. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.

1.25.4.1. **DELIVERABLE**: Contractor Suspected Fraud Written Notice Revisions and Additional Information

1.25.4.2. **DUE**: Within three Business Days following the Department's or the MFCU's request, unless the Department or MFCU provides for a different period in its request.

1.26. Member Fraud

1.26.1. 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.

1.26.2. Upon identification or suspicion of possible Member Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.

1.26.2.1. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:

1.26.2.1.1. All verbal and written reports related to the suspected fraud.

1.26.2.1.2. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, and the Member's State ID number, and Member's date of birth if applicable.

1.26.2.1.3. Information on the identification of any affected claims that have been discovered.

1.26.2.1.4. Any claims data associated with its report in a format agreed to by the Department.

1.26.2.1.5. Any additional information as required by the Department.

1.26.3. For each incident of identified or suspected Member Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department at report.clientfraud@state.co.us, or at such other email address as provided by the Department from time to time.

1.26.3.1. **DELIVERABLE**: Completed Contractor Suspected Fraud Written Notice Form

1.26.3.2. **DUE**: Within three Business Days following the initial discovery of the Fraud or suspected Fraud

1.26.4. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department.

1.26.4.1. **DELIVERABLE**: Contractor Suspected Fraud Written Notice Revisions and Additional Information

1.26.4.2. **DUE**: Within three Business Days following the Department's request, unless the Department provides for a different period in its request.

## 2. CONTRACTOR PERSONNEL

2.1. Personnel General Requirements

2.1.1. Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract.

2.2. The following positions can concurrently be assigned to other CMA contractual designee roles and responsibilities as needed by the CMA but must be included in at least one position description within the CMA.

2.2.1. Contractor shall designate the following Key Personnel positions:

2.2.1.1. Executive Director or Administrator

2.2.1.2. Finance Director

2.2.1.3. Case Management Director

2.2.1.4. Continuous Quality Improvement Lead

2.2.1.5. Contract Lead

2.2.1.6. Information Technology Liaison

2.2.1.7. Regional Accountable Entity (RAE) Liaison

2.2.1.8. Medical Assistance (MA) Site/County Eligibility Liaison

2.2.1.9. Member and Family Liaison

2.2.2. The Contract Lead shall be responsible for all the following:

2.2.2.1. Serving as Contractor's primary point of contact for the Department.

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

2.2.2.3. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness, and completeness of all work.

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

2.2.3. The Continuous Quality Improvement Lead shall be responsible for all the following:

2.2.3.1. Development, implementation and ongoing oversight of Contractors Continuous Quality Improvement Plan,

2.2.3.2. Reporting to the Department on identified quality trends

2.2.3.3. Operate as Contractor's point of contact for activities including but not limited to Quality Improvement Strategies, Performance and Quality Reviews, Corrective Action Plan implementation.

2.2.4. The Information Technology Liaison shall be responsible for all the following:

2.2.4.1. Operate as Contractor's point of contact for CCM and Bridge vendors,

2.2.4.2. Provide oversight of data integrity within Contractor system(s), if applicable, and data entered into CCM and Bridge.

2.2.5. The RAE Liaison shall be responsible for all the following:

2.2.5.1. Coordination between Contractor and the RAE(s) contracted within Contractor's designated service area,

2.2.5.2. Actively participate in RAE/CMA workgroup meetings.

2.2.6. The MA Site/County Eligibility Liaison shall be responsible for all of the following:

2.2.6.1. Coordination between Contractor and MA Site/County Eligibility within Contractor designated service area,

2.2.6.2. Establishing and maintaining point of contact between agencies for Member escalations as they occur.

2.2.7. The Member and Family Liaison shall be responsible for all the following:

2.2.7.1. Regulatory and contractual requirements of Community Advisory Committee,

2.2.7.2. CMA internal policies and procedures to ensure Member and family access to a primary point of contact at the CMA to ensure a Member and family always have a point of contact regardless of case management assigned,

2.2.7.3. CMA internal policies and procedures to ensure Member and family access to communication in their primary language and any reasonable accommodations,

2.2.7.4. CMA internal policies and procedures to review:

2.2.7.4.1. Critical Incident Reports Trends Analysis,

2.2.7.4.2. Complaints and Grievances,

2.2.7.5. Review and ensure responses occur to urgent and prioritized needs as outlined in the Member's contingency plan and/or back-up plan and the CMA's After-hours policy and procedures as outlined in 1.18.2 to mitigate health and safety risks and deploy appropriate community resources.

2.2.8. Contractor shall post the name and contact information for the individual appointed as the Member and Family Liaison on Contractor's website.

2.2.9. Contractor shall provide the Department with a final list of individuals assigned to the Contract and appropriate contact information for those individuals using the template provided by the Department. Contractors with more than one Defined Service Area must submit the final list of individuals assigned to the Contract using the template provided by the Department for each Defined Service Area. The Department shall determine which Key Personnel may be allocated across organizational functions, which Key Personnel must be dedicated to the Contract, and which Key Personnel or Other Personnel must be dedicated to each Defined Service Area.

2.2.9.1. **DELIVERABLE**: Key Personnel, final list of individuals assigned to the Contract

2.2.9.2. **DUE**: Within five Business Days after the Effective Date and annually by July 15th

2.2.10. Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.

2.2.10.1. **DELIVERABLE**: Key Personnel, updated list of individuals assigned to the Contract

2.2.10.2. **DUE**: Within five Business Days after any change to the Key Personnel list

2.2.11. Contractor shall not permit any individual proposed for assignment to Key Personnel positions to perform any Work prior to the Department's approval of that individual to be assigned as Key Personnel.

2.2.12. Other Personnel

2.2.12.1. Contractor shall have sufficient staffing levels to include case managers, case aids, supervisors, and other staff as necessary to complete the Work and to maintain caseload sizes to support the Work. Contractor shall meet or exceed best practice standards as set forth by the Department. Contractor shall not exceed the best practice caseload size standard of 1:65 without written approval from the Department.

2.2.12.2. Contractor's Case Manager(s) shall meet all the qualifications listed in 10 C.C.R. 2505-10, Section 8.7203.A et seq.

2.2.12.3. Contractor shall ensure appropriate staffing and infrastructure to address the needs of all populations including children and adults for all HCBS waivers and CFC.

2.3. Background Checks

2.3.1. Contractor shall conduct background checks on all new applicants for positions in which direct care, as defined in section §26.3.1.101(3.5), C.R.S. will be provided to an at-risk adult, as defined in section §26-3.1-101 (1.5), C.R.S to include at a minimum a Colorado Bureau of Investigation check. On and after January 1, 2019, prior to employment, Contractor shall submit the name of a person who will be providing direct care, to an at-risk adult, as well as any other required identifying information, to the Colorado Department of Human Services for a check of the Colorado Adult Protective Services data system pursuant to section §26-3.1-111, C.R.S. to determine if the person is substantiated in a case of mistreatment of an at-risk adult.

2.3.2. 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.

2.4. Personnel Availability

2.4.1. 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.

2.4.2. Contractor shall ensure that appropriate Key Personnel and Other Personnel are available for all regularly scheduled meetings between Contractor and the Department. The Department may, at times, require specific personnel to attend a meeting and will notify Contractor of such request.

2.4.3. 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.

2.4.4. 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.

2.4.5. All of Contractor’s Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall be present at the meeting through video conference, telephonic, or in-person depending on the purpose and intent of the meeting. If Contractor has any personnel attend by telephone or video conference, Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.

2.4.6. Contractor shall respond to all telephone calls, voicemails, and emails from the Department within two Business Days following receipt by Contractor.

2.4.7. Contractor shall respond to Department directed escalations according as prescribed by the Department.

2.5. Other Personnel Responsibilities

2.5.1. 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.

2.5.2. 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.

2.5.2.1.1. Contractor shall ensure that all Other Personnel have access to the CMA Contract to act a supporting resource to applicable requirements, related regulations and internal procedures when applicable to the performance of their duties.

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

2.5.3.1. Contractor shall not subcontract more than 40% of the Work.

2.5.3.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department for approval prior to commencement of Work.

2.5.3.2.1. **DELIVERABLE**: Name of each Subcontractor, description of work being completed, and percentage of work being completed by the Subcontractor.

2.5.3.2.2. **DUE**: Annually, by July 15th

2.5.3.3. Contractor shall notify the Department of any changes to Subcontractors within 10 Business Days following the change.

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

# STATE OF COLORADO

## THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, ________________________________, on behalf of ____________________________________________________________ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: ________________________

Printed Name: ________________________

Title: ________________________

Date: __________