

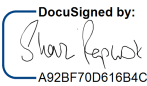

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	Original Contract Number 21-160441
Contractor Rocky Mountain Human Services	Amendment Contract Number 21-160441A1
Current Contract Maximum Amount No Maximum for any SFY	Contract Performance Beginning Date July 1, 2021
	Current Contract Expiration Date June 30, 2022


THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p style="text-align: center;">CONTRACTOR Rocky Mountain Human Services Shari Repinski, Executive Director</p> <p style="text-align: center;">DocuSigned by:  A92BF70D616B4CF...</p> <p>By: _____ Date: <u>6/9/2021</u></p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p style="text-align: center;">DocuSigned by:  0B6A84797EA8493...</p> <p>By: _____ Date: <u>6/10/2021</u></p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

 BBE0F4C030DC45C...

By: _____
 Date: 6/10/2021

Amendment Effective Date: _____

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2021, whichever is later and shall terminate on the termination of the Contract or June 30, 2022, whichever is earlier.

4. PURPOSE

The purpose of this Amendment is for Contractor to serve as a Single Entry Point (SEP) Agency within a local area where a current or potential long-term care client can obtain long-term care information, screening, assessment of need, and referral to appropriate long-term care program and case management services for all Coloradoans within their designated Region/District.

5. MODIFICATIONS

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. Exhibit B, STATEMENT OF WORK, is hereby deleted in its entirety and replaced with Exhibit B-1, attached. All references to Exhibit B shall henceforth be a reference to Exhibit B-1.
- D. Exhibit C, TERMINOLOGY, is hereby deleted in its entirety and replaced with Exhibit C-1, attached. All references to Exhibit C shall henceforth be a reference to Exhibit C-1.
- E. Exhibit D, CONTRACTOR’S ADMINISTRATIVE REQUIREMENTS, is hereby deleted in its entirety and replaced with Exhibit D-1, attached. All references to Exhibit D shall henceforth be a reference to Exhibit D-1.

- F. Exhibit G, SUPPLEMENTAL PROVISIONS OF FEDERAL AWARDS, is hereby deleted in its entirety and replaced with Exhibit G-1, attached. All references to Exhibit G shall henceforth be a reference to Exhibit G-1.
- G. Exhibit H, COLORADO COUNTY DESIGNATIONS, is hereby deleted in its entirety and replaced with Exhibit H-1, attached. All references to Exhibit H shall henceforth be a reference to Exhibit H-1.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

EXHIBIT B-1, STATEMENT OF WORK

1. CASE MANAGEMENT OBLIGATIONS

1.1. Contractor's Obligations

- 1.1.1. The 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:
- 1.1.1.1. Colorado Revised Statutes, Title 25.5, Article 6, Sections 104 through and including 107.
- 1.1.1.2. Colorado Department of Health Care Policy and Financing written communications.
- 1.1.1.3. The Contractor shall comply with all State Medicaid regulations promulgated by the Department. These regulations include, but are not limited to:
- 1.1.1.4. Long Term Care Single Entry Point System - 10 CCR 2505-10, Sections 8.390 through 8.393 *et seq.*
- 1.1.1.5. Home and Community Based Services Waiver for Persons with Brain Injury (HCBS-BI) – 10 CCR 2505-10, Section 8.515.
- 1.1.1.6. Home and Community Based Services Waiver for Persons who are Elderly, Blind and Disabled (HCBS-EBD) 10 CCR 2505-10, Sections 8.485 through 8.486.
- 1.1.1.7. Community Mental Health Supports Waiver (HCBS-CMHS) 10 CCR 2505-10, Section 8.509.
- 1.1.1.8. Home and Community Based Service Waiver for Persons with Spinal Cord Injury (HCBS-SCI) 10 CCR 2505-10, Section 8.517.
- 1.1.1.9. Waiver for Children with a Life Limiting Illness (HCBS-CLLI) 10 CCR 2505-10, Section 8.504.
- 1.1.1.10. Long-Term Care 10 CCR 2505-10, Sections 8.400 through 8.409.
- 1.1.1.11. Program for All-Inclusive Care for the Elderly (PACE) Section 25.5-5-412, Section 6a-b., C.R.S.
- 1.1.1.12. Recipient Appeals, 10 CCR 2505-10, Section 8.057.
- 1.1.2. The 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.
- 1.1.3. The general Business Functions of the Contractor shall include, but is not limited to, all of the following:
- 1.1.3.1. Providing access to its facilities for Clients and Members, service providers and others. Regular business office hours of operation shall be posted and made available to the public and accommodations shall be made available for Clients and Members who need assistance or consultation outside regular business office hours. The Contractor shall provide emergency contact information to the Department for Key Personnel, when posted hours of operation do not follow a standard Monday through Friday schedule.
- 1.1.3.2. The Contractor shall notify and obtain approval from the Department within 10 (ten) Business Days of the Effective Date in writing if regular business hours do not follow a standard Monday through Friday schedule, or have planned closures outside of federal,

state or local legal holidays. The Contractor must have documented policies or procedures that demonstrate to the Department that all required Contract activities and timelines are being met, client and member needs are being fulfilled, and the schedule does not negatively impact clients and members. The Contractor shall make the policies and procedures available to the Department upon request.

- 1.1.3.3. Overcoming any geographic barriers within the Region/District, including distance from the agency office to provide timely assessment and case management services to Clients and Members.
- 1.1.3.4. Protecting Clients' and Members' rights as they relate to the responsibilities of SEP agencies as described in this Contract.
- 1.1.3.5. Providing access to a telephone system and trained staff to ensure timely response to messages and telephone calls received after hours.
- 1.1.3.6. Providing access to telecommunication devices and/or interpreters for the hearing and vocally impaired and access to foreign language interpreters as needed.
- 1.1.3.7. Following communication standards set by the Department. The application of these standards includes but is not limited to Memo Series, technical assistance documents, Provider Bulletins, training documents, and email correspondence.
- 1.1.3.8. The Contractor shall support the Department's National Core Indicators (NCI) efforts.
- 1.1.3.9. The Contractor shall support the Department's Equity, Diversity and Inclusion (EDI) efforts to include participation in a Department led EDI assessment and survey.
- 1.1.3.10. The Contractor shall consult with the Medical Consultant(s) regarding medical and diagnostic concerns and long-term home health prior authorizations.
- 1.1.4. **Collaboration with other Care Coordination Entities or Entry Point and Case Management Agencies**
- 1.1.5. The Contractor shall comply with written communication from the Department, provided by the Department, between the Contractor and community partners and service providers that outline how the Contractor will work together with these partners to coordinate care and better serve Department enrollees. As applicable, the communications shall address partnerships with:
 - 1.1.5.1. **Regional Accountable Entities (RAE)**
 - 1.1.5.2. The RAE is responsible for promoting physical and behavioral health. The RAE promotes the population's health and functioning, coordinates care across disparate providers, interfaces with LTSS providers, and collaborates social, educational, justice, recreational, and housing agencies to foster healthy communities and address complex needs that span multiple agencies and jurisdictions. The RAE manages a network of primary care physical health providers and behavioral health providers to ensure access to appropriate care for Medicaid Clients.
 - 1.1.5.3. The Contractor shall support the Department's RAE efforts and ensure collaboration occurs for all shared Clients and Members.
 - 1.1.5.4. The Contractor shall collaborate with the RAE when a Client or Member needs assistance in accessing or coordinating the Client's or Member's physical, behavioral, or mental health needs. This shall include, but is not limited to:

- 1.1.5.4.1. Coordinating with the RAE for shared Clients or Members who admit to a hospital, to include, but not limited to, communicating reasons for admission, Client's or Member's hospital status, and plans for discharge.
- 1.1.5.4.2. Collaborating with the RAE for shared Clients or Members discharging from the hospital to ensure all support needs are reflected in the Support Plan and the Client or Member is connected to the necessary services to support a successful discharge.
- 1.1.5.4.3. Sharing of all information necessary for the RAE to assist Clients or Members in accessing and coordinating physical and behavioral health needs.
- 1.1.5.4.4. The Contractor shall honor Clients' or Members' preferences for case management and care coordination, when applicable, while ensuring collaboration with the RAE occurs.
- 1.1.5.4.5. The Contractor shall work with the Department to identify a Key Performance Indicator (KPI) to measure the effectiveness of coordination between Contractor and RAE.

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

- 1.1.5.6. Community Centered Boards (CCB) are the agencies responsible for determining eligibility for LTSS programs targeted to Members with intellectual and developmental disabilities (I/DD). These programs include four (4) HCBS waivers and three (3) State General Funded programs. In addition to determining eligibility for these programs, the CCB also manages the waiting list for one (1) HCBS waiver. The CCB may also act as a Case Management Agency (CMA) and may also provide direct services. A CMA is responsible for providing case management services to Members enrolled in a HCBS waiver targeted to Members with I/DD. Case Management includes assessing a Member's needs, developing a Support Plan, referring for services, and monitoring the receipt of those services, along with the health and welfare of Members.
- 1.1.5.7. The Contractor shall collaborate with CCBs and CMAs, this may include, but is not limited to:
 - 1.1.5.7.1. Coordinating the transfer of Members switching to or from an HCBS waiver targeted for Members with I/DD or specific to children with disabilities and connecting Clients or Members to the appropriate CCB or CMA.
 - 1.1.5.7.2. Sharing information necessary for the CCB and/or CMA to assist Clients in accessing LTSS programs targeted for Clients with I/DD or children with disabilities.
 - 1.1.5.7.3. Coordinating the receipt of LTSS when a Member is enrolled in an HCBS waiver not targeted for Members with I/DD and a State General Funded program.

1.2. **Qualification and Training Requirements**

- 1.2.1. 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 8.393.1.L *et seq.*
- 1.2.2. The Contractor shall ensure all newly hired case managers meet the qualification requirements established in 10 C.C.R. 2505-10, Section 8.393.1.L. *et seq.*
- 1.2.3. The Contractor shall ensure that all case management staff receive training within one-hundred twenty (120) calendar days after the staff member's hire date and prior to being

assigned independent case management duties. All other case management staff must receive a refresher training as required by the Department, Department approved vendor, or the Contractor. Training must include the following areas:

- 1.2.3.1. Long Term Services and Supports Eligibility
 - 1.2.3.2. Intake and Referral
 - 1.2.3.3. Department prescribed Level of Care Screening and Assessment
 - 1.2.3.4. Support Plan Development
 - 1.2.3.5. Notices and Appeals
 - 1.2.3.6. Department Information Management Systems Documentation
 - 1.2.3.7. Long Term Home Health (LTHH)
 - 1.2.3.8. Monitoring
 - 1.2.3.9. Applicable Federal and State laws and regulations for LTSS programs
 - 1.2.3.10. Critical Incident Reporting
 - 1.2.3.11. Waiver requirements and services
 - 1.2.3.12. Mandatory reporting
 - 1.2.3.13. Pre-Admission Screening and Resident Review (PASRR)
 - 1.2.3.14. Nursing Facility admissions
 - 1.2.3.15. Disability and Cultural Competency
 - 1.2.3.16. Participant Directed Training
- 1.3. There will be no exemptions to the above list of required trainings as all case managers should have a basic knowledge of all case management activities regardless of ongoing duties.
 - 1.4. The Contractor shall utilize training materials provided by the Department where applicable related to Section 1.2 of this Exhibit.
 - 1.5. The Contractor shall participate in Department trainings. Participation can be at the time of the presented training or following the training using the materials available on the Department Website.
 - 1.6. Case Management staff hired by the Contractor with a minimum of one-year immediate prior experience working for a Colorado SEP, may perform case management activities prior to completion of the training requirements. All outlined training at Section 1.2.3 of this Exhibit must be completed within one-hundred twenty (120) calendar days after the staff member's hire date, unless the Contractor can provide documentation that the required training has occurred.
 - 1.7. The Contractor may elect to perform additional training not outlined in the Contract, but applicable to the Scope of Work. The Contractor may utilize the Department's Case Management Training Template to identify trainings attended that are not required by the Department.
 - 1.8. The 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.

- 1.9. Within one year of implementation of the Department prescribed Level of Care Assessment:
- 1.10. Case Managers are required to receive oversight reviews of their performance including their competency with completing the Level of Care Assessment. Supervisors, lead workers or a case manager with three years of case management experience shall perform shadow assessments with one half of the Contractors Case Management staff prior to the end of Contract Fiscal year twice per year to complete the Level of Care Assessment. Documentation on Case Manager performance shall be maintained by the Contractor and provided to the Department upon request.
 - 1.10.1. Case Managers are required to meet competency requirements determined by the Department to perform case management tasks including the correct application of the assessment and person-centered support plan. Case Managers must pass assigned training competency requirements to independently perform Case Management activities.
 - 1.10.2. **DELIVERABLE:** Case Management Training
 - 1.10.3. **DUE:** Semi-Annually, trainings held between July 1 and December 31st are due January 15th, and trainings held between January 1st through June 29th are due June 30th or the Fiscal Year end close date set by the Department.
- 1.11. The Contractor shall maintain supporting documentation demonstrating case managers attended the required trainings and make the information available to the Department upon request. Supporting documentation must include the name and description of the training, date the training was held, case managers in attendance, and trainer sign off showing the case manager completed the training.
- 1.12. **Complaints and Grievances**
 - 1.12.1. The Contractor shall receive, document and track any complaint received by the Contractor as it relates to the services provided through this Contract to include, but not limited to, general business functions, administration, and case management functions. 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.
 - 1.12.2. The 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.
 - 1.12.3. Trend analysis shall include an examination of information including but not limited to:
 - 1.12.3.1. A comparison of complaint types and number of complaints over a period of time.
 - 1.12.3.2. Number of type of complaint against the Contractor, time, location, individual involved, staff involved, and/or any additional relevant information.
 - 1.12.3.3. An examination of potential reasons for the increase or decrease in complaints by total number, subcontractor, individual, or staff.
 - 1.12.3.4. An examination of preventative measures that can be implemented to reduce the number or frequency of future complaints.
 - 1.12.3.5. Implementation of a plan of action or any future actions to take place.
 - 1.12.3.6. An analysis of whether the plan of action and changes made were effective or if additional changes need to occur.

- 1.12.4. As part of the complaint process the Contractor shall include, but is not limited to, all of the following:
 - 1.12.4.1. Document complaints received
 - 1.12.4.2. Address substantiated complaints
 - 1.12.4.3. Respond to complaints received and document actions taken to resolve and/or mitigate complaints
 - 1.12.4.4. Conduct a quarterly trend analyses of all complaints received for the full period of the Contract.
- 1.12.5. The Contractor shall maintain all supporting documentation related to the collection and follow-up to complaints and make it available to the Department upon request.
- 1.12.6. If the Contractor received no complaints during the quarter, the Contractor may submit the Complaint Trends Analysis to the Department identifying no complaints were reported during the quarter.
- 1.12.7. If Contractor received less than five (5) complaints during the quarter and cannot establish a complaint trend, the 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.
- 1.12.8. The Contractor shall submit the Complaint Trends Analysis to the Department for review, approval, and payment.
 - 1.12.8.1. **DELIVERABLE:** Complaint Trend Analysis
 - 1.12.8.2. **DUE:** Quarterly, by October 31st, January 31st, April 30th and June 30th of each year or the Fiscal Year end close date set by the Department

1.13. Appeals

- 1.13.1. The Contractor shall represent the Department and defend any adverse action in accordance with 10 CCR 2505-10, Sections 8.057 et. seq. in all appeals initiated during this Contract. The Contractor shall coordinate with the Department for any adverse actions necessitating Department attendance at a hearing.
- 1.13.2. The Contractor shall represent its actions at Administrative Law Judge hearings when the Client or Member appeals a denial or adverse action affecting Client's or Member's program eligibility or receipt of services.
- 1.13.3. The Contractor shall process appeals in accordance with schedules published by the State of Colorado Office of Administrative Courts and rules promulgated by the Department.
- 1.13.4. The Contractor shall develop an Appeals Packet which contains all relevant documentation to support the Contractor's denial or adverse action.
- 1.13.5. The Contractor shall develop an Appeals Packet no earlier than twenty (20) Business Days prior to the date of a scheduled hearing.
- 1.13.6. The Contractor shall submit exceptions when applicable and include all relevant information.
- 1.13.7. The Contractor shall cooperate with the Office of the State Attorney General for any case in which it is involved.

- 1.13.8. The Contractor shall document all appeals where the Contractor attends any hearing in an Administrative Law Court.
- 1.13.9. The Contractor shall make the Appeal Packets available to the Department upon request.
- 1.13.10. The Contractor shall document all Appeals Creation of the Packet and Attendance at the Hearing information, no later than the tenth (10th) day of the month following the month when the packet or hearing was completed, and follow-up in the Department prescribed system and maintain detailed documentation. The Department will review internal data reports to verify the number of Appeal Packets completed and number of Hearings attended for payment purposes.
- 1.13.10.1. **PERFORMANCE STANDARD:** One hundred (100%) percent of Appeal Packets and Hearings Attended are added to the Department prescribed system monthly by the tenth (10th) day of the month following the month when the packet or hearing was completed.

1.14. **Critical Incident Reporting**

- 1.14.1. The Contractor shall be responsible for entering critical incident reports (CIR) in the Department prescribed system as soon as possible, but no later than twenty-fours (24) hours (one business day) following notification.
- 1.14.2. The Contractor shall ensure all suspected incidents of abuse, neglect, and exploitation are immediately reported consistent with current statute; Section 19-10-103 C.R.S. Colorado Children's Code, Section 18-8-115 C.R.S. (Colorado Criminal Code- Duty to Report a Crime), 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).
- 1.14.3. The Contractor shall document all CIR follow-up information in accordance with Department direction in the Department prescribed system and maintain detailed documentation. The Department will review internal data reports of CIRs MANE and Other to verify the number of CIRs-MANE and CIRs-Other for payment purposes.
- 1.14.3.1. **PERFORMANCE STANDARD:** One hundred (100%) percent of CIRs (CIRs-MANE and CIRs-Other) are added to the Department prescribed system within one (1) Business day.
- 1.14.4. **Critical Incident Quarterly Follow-Up Completion Performance Standard**
- 1.14.4.1. The Contractor shall ensure all CIRs follow-up is completed and entered into the Department's prescribed system within the timelines established by the Department and/or the Department's Quality Improvement Organization.
- 1.14.4.2. 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.
- 1.14.4.3. High Priority Follow Up- CIRs which require immediate attention and must be addressed to ensure the immediate health and safety of a waiver participant must be remediated within and responded to in the Department prescribed system within twenty-four to forty-eight (24-48) hours.
- 1.14.4.4. Medium Priority Follow Up – CIRs which require additional information or follow up to ensure appropriate actions are taken and there is no immediate risk to the health and safety of the waiver participant must be completed in the Department prescribed system within three to four (3-4) Business Days.

- 1.14.4.5. Low Priority Follow Up – CIRs that have been remediated by CMAs, have addressed immediate and long-term needs, have implemented services or supports to ensure health and safety and those that have protocols in place to prevent a recurrence of a similar CIR but may require an edit to the CIR or additional information entered into the Department prescribed system. The follow up for CIRs in this category must be completed and entered within five (5) business days.
- 1.14.4.6. **PERFORMANCE STANDARD:** Ninety (90%) percent of all CIRs assigned follow-up is completed and entered into the Department’s prescribed system within the timelines established by the Department and/or the Department’s Quality Improvement Organization each quarter.

1.15. Corrective Action Plan

- 1.15.1. When the Department determines that the Contractor is not in compliance with any term of this Contract, the Contractor, upon written notification by the Department, shall develop a corrective action plan. Corrective action plans shall include, but not be limited to:
 - 1.15.1.1. A detailed description of actions to be taken including any supporting documentation.
 - 1.15.1.2. A detailed time frame specifying the actions to be taken.
 - 1.15.1.3. Contractor's employee(s) responsible for implementing the actions.
 - 1.15.1.4. The implementation time frames and a date for completion.
- 1.15.2. The Contractor shall submit the Corrective Action Plan to the Department within ten (10) Business Days of the receipt of a written request from the Department.
 - 1.15.2.1. **DELIVERABLE:** Corrective Action Plan
 - 1.15.2.2. **DUE:** Within ten (10) Business Days of receipt of a written request from the Department
- 1.15.3. The Contractor shall notify the Department in writing, within three (3) Business Days, if it will not be able to present the Corrective Action Plan by the due date. The Contractor shall explain the rationale for the delay and the Department may grant an extension, in writing, of the deadline for the Contractor's compliance.
- 1.15.4. Upon receipt of the 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.
 - 1.15.4.1. In the event of a rejection of the Contractor's Corrective Action Plan the Contractor shall re-write a revised Corrective Action Plan and resubmit it along with requested documentation to the Department for review.
 - 1.15.4.2. **DELIVERABLE:** Revised Corrective Action Plan
 - 1.15.4.3. **DUE:** Within five (5) Business Days of the Department's rejection
- 1.15.5. Upon acceptance by the Department the Contractor shall implement the Corrective Action Plan.
- 1.15.6. 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.

- 1.15.7. As part of the Corrective Action Plan, supporting documentation demonstrating that deficiencies have been remediated may be required. The Contractor shall ensure all supporting documentation is submitted within the timeframes established in the Corrective Action Plan.
- 1.15.8. Upon receipt of the Contractor's supporting documentation, the Department will accept, request modifications, or reject the documentation. Modifications and rejections shall be accompanied by a written explanation.
- 1.15.9. In the event of a rejection of the Contractor's supporting documentation to the Corrective Action Plan, the Contractor shall correct and resubmit the supporting documentation to the Department for review.
- 1.15.10. 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.
 - 1.15.10.1. **DELIVERABLE:** Revised Supporting Documentation
 - 1.15.10.2. **DUE:** Within five (5) Business Days of the Department's rejection
- 1.15.11. If corrections are not made by the timeline and quality specified by the Department then funds may be withheld from this Contract. Payments of funds from this Contract will resume beginning the month that the correction is made and accepted by the Department.

2. INTAKE, SCREENING, AND REFERRAL

- 2.1. The Contractor shall perform all intake, screening and referral functions/activities for the operation of a SEP agency in accordance with §25.5-6-104, C.R.S. and 10 CCR 2505-10, Sections 8.393.2.B. *et seq.*, shall include, but not limited to, the following:
 - 2.1.1. Facilitating the Medicaid application process and responding to all referrals of potentially eligible Clients within two (2) Business Days of receipt of the referral.
 - 2.1.2. Processing information regarding Client Medicaid eligibility within two (2) Business Days of receipt from the eligibility site.
 - 2.1.3. Ask referring agencies to complete and submit an intake and screening form to initiate the process.
 - 2.1.4. Providing information and referral to other agencies as needed.
 - 2.1.5. Making initial contact with Clients to include a preliminary screening in the following areas:
 - 2.1.5.1. A Client's need for LTSS.
 - 2.1.5.2. A Client's need for referral to other programs or services.
 - 2.1.5.3. A Client's eligibility for financial and program assistance.
 - 2.1.5.4. The need for a Level of Care Screening and Assessment.
 - 2.1.5.5. Maintain Client records including documentation of the referrals and outcome utilizing the Department's prescribed system.
 - 2.1.5.6. The Contractor shall ensure documentation includes the Client's need for LTSS and/or the Client's request for a Level of Care Screening and Assessment, even though the screening indicates the Client may not be eligible for LTSS.

- 2.1.5.7. Clients shall be notified at the time of their application for publicly funded LTSS that they have the right to appeal actions of the SEP agency. The notification shall include the right to request a fair hearing before an Administrative Law Judge.
- 2.1.5.8. **PERFORMANCE STANDARD:** One hundred (100%) percent of Referrals are entered into the Department prescribed system monthly by the tenth (10th) day of the following month for the previous month

3. LEVEL OF CARE SCREENING AND ASSESSMENT

- 3.1. The Contractor shall perform all Initial and Continued Stay Review Level of Care Screening and Assessments for the operation of a SEP agency in accordance with §25.5-6-104, C.R.S., 10 CCR 2505-10, Section 8.401, and 10 CCR 2505-10, Sections 8.393.2 *et seq.*
- 3.1.1. The Contractor shall conduct Initial and Continued Stay Review (CSR) Level of Care Screening and Assessments for the following LTSS programs:
 - 3.1.1.1. HCBS waivers;
 - 3.1.1.2. Program of All-Inclusive Care for the Elderly (PACE);
 - 3.1.1.3. Nursing Facility;
 - 3.1.1.4. Hospital Back-Up (HBU); and
 - 3.1.1.5. Long Term Home Health.
- 3.1.2. The Contractor shall conduct an Initial and CSR Level of Care Screening and Assessment in accordance with the following timelines:
 - 3.1.2.1. Ten (10) Business Days after receiving confirmation that the Medicaid application has been received by the county Department of Human or Social Services for Clients residing in the community.
 - 3.1.2.2. Ten (10) Business Days after receiving a referral from a provider for the PACE.
 - 3.1.2.3. Five (5) Business Days after receiving a completed referral from the nursing facility.
 - 3.1.2.4. Five (5) Business Days after receiving a completed approval for the CLLI Waiver.
 - 3.1.2.5. Two (2) Business Days after receiving a completed referral from the hospital.
- 3.1.3. Initial Level of Care Screening and Assessment shall include the following Assessment Event Types:
 - 3.1.3.1. Initial Review (IR)
 - 3.1.3.2. Deinstitutionalization (DI)
 - 3.1.3.3. Reverse Deinstitutionalization (RDI)
- 3.1.4. The Contractor shall conduct a CSR Level of Care Screening and Assessment no earlier than ninety (90) days prior to and no later than the previous Level of Care Screening and Assessment end date.
 - 3.1.4.1. CSR Level of Care Screening and Assessment shall include the following Assessment Event Types:
 - 3.1.4.2. Continued Stay Review
 - 3.1.4.3. Nursing Facility Transfers

- 3.1.4.4. Unscheduled Review
- 3.1.4.5. An Unscheduled Review Assessment Event Type shall be utilized when a Level of Care Screening and Assessment is completed due to a change in the Member functioning and support needs.
- 3.1.4.6. In the event the Contractor fails to conduct the CSR Level of Care Screening and Assessment for a Member enrolled in a HCBS waiver, the Contractor shall be responsible for reimbursing any providers for services rendered during the gap in eligibility.
- 3.1.4.7. In the event the Contractor fails to discontinue waiver services for a Member, found ineligible for a HCBS waiver, the Contractor shall be responsible for reimbursing any providers for services rendered.
- 3.1.4.8. The Contractor shall conduct an Initial and CSR Level of Care Screening and Assessment to include, but not limited to, the following:
 - 3.1.4.9. Verification of Medicaid eligibility or Medicaid application submission.
 - 3.1.4.10. Conduct all Level of Care Screening and Assessments face-to-face with the Client or Member, at minimum, and in the place where the Client or Member resides.
 - 3.1.4.11. Receipt and Review of the Professional Medical Information Page (PMIP).
 - 3.1.4.12. The Contractor shall verify that a Client or Member needs an institutional level of care by receiving a PMIP signed by a medical professional and dated no earlier than six (6) months from the certification start date and no later than ninety (90) days from the evaluation date of an Initial Level of Care Screening and Assessment; and within ninety (90) Calendar Days of the certification start date and before the certification end date for a CSR for all Clients and Members currently receiving services through Hospital Back-Up Unit (HBU), Nursing Facility (NF) and Program for All-Inclusive Care for the Elderly (PACE).
 - 3.1.4.13. Review of all supportive information (documentation and interviews) related to the functional capacity of the Client or Member.
 - 3.1.4.14. Communicating Functional Eligibility status to the appropriate eligibility site.
 - 3.1.4.15. Representing the Department in all appeals relevant to a LTSS program eligibility.
 - 3.1.4.16. Review of HCBS waiver target criteria for applicant, Client or Member participation.
 - 3.1.4.17. Determine Client or Member Functional Eligibility for enrollment in an HCBS waiver, PACE, LTHH, HBU or NF admission.
 - 3.1.4.18. Provide a notice of action to Clients or Members of all appealable actions related to their eligibility in a LTSS program.
 - 3.1.4.19. Maintaining Client or Member records including all relevant information utilizing the Department's prescribed system.
 - 3.1.4.20. Contractor shall document all Initial and CSR Functional Eligibility Assessment information in the Department prescribed system according to assessment timeline identified at 10 CCR 2505-10, Sections 8.393.2.C *et seq.*
 - 3.1.4.21. **PERFORMANCE STANDARD:** One hundred (100%) percent of Initial Level of Care Screening and Assessments and Continued Stay Review Level of Care Screening and Assessments are completed within required timelines at 10 CCR 2505-10, Sections

8.393.2.C *et seq.* and are entered into the Department prescribed system. Assessments must be verified by the tenth (10th) day of the month for the previous month.

4. CARE AND CASE MANAGEMENT SYSTEM SOFT-LAUNCH PILOT PARTICPATION

- 4.1. The Contractor shall participate in a Soft Launch of the Department's new Care and Case Management Information Technology System (CCM) and the new assessment and support plan instruments as requested and determined by the Department.
 - 4.1.1. The Contractor shall participate in various phases of the Soft Launch, as determined by the Department.
 - 4.1.1.1. Phase I: Initial participation by 10 CMA original pilot participants to complete the process using only the basic assessment option.
 - 4.1.1.2. Phase II: Remaining CMAs, in addition to the 10 original, to participate in the process using both the basic and comprehensive assessment options.
 - 4.1.2. The activities in the Soft Launch will be completed in place of the ULTC 100.2 and Service Plan currently completed in the Benefits Utilization System (BUS).
 - 4.1.3. The Soft Launch will include administration of the new assessment and support planning instruments, which consist of distinct modules in the CCM. The Contractor will administer the new LOC Screen module; new Needs Assessment, to include either the Basic Assessment module or the Comprehensive Assessment modules, as determined by the department; and the new Person-Centered Support Plan Module for initial and reassessments occurring during the duration of the Soft Launch period. All other case management activities not specified in this section are required to be completed for each individual seeking services or member participating in the Soft launch as otherwise required by the contract or regulations, in the BUS, Bridge, or DDD Web, as applicable.
- 4.2. All activities specified in this section shall apply only to case managers identified by the Contractor and approved by the Department to participate in the Soft Launch and the initial or CSR assessments and support plans administered by them.
 - 4.2.1. The contractor shall assign staff who meet the case manager qualifications set forth in statutes to, in sufficient numbers to be determined by the Department, to perform all case management activities of the Soft Launch.
 - 4.2.2. The identified and approved staff shall participate in training, as required and outlined by the Department, on the CCM system automation; the new assessment and the support plan instruments to include, but not limited to, the LOC Screen, Basic and Comprehensive Needs Assessment modules, and Person-Centered Support Plan module prior to performing a new assessment and support plan process in the CCM system.
 - 4.2.3. The contractor shall explain and offer the option to members to voluntarily participate as an early adopter of the new assessment and support plan process on a voluntary basis, at the time of the CSR and at initial enrollment, as directed by the Department.
 - 4.2.4. The Contractor shall complete all coordination and scheduling with volunteer early adopters for each of the required steps in the soft launch assessment and support plan process.
- 4.3. The Contractor shall complete the intake, screening and referral process in the CCM system for all individuals, as applicable.

- 4.3.1. The Contractor shall conduct an Initial LOC Screen for all new applicants to all waiver programs as indicated during the intake, screening and referral process using the new LOC Screen instrument automated in the CCM system, as directed by the Department.
- 4.3.2. The Contractor shall schedule and conduct new LOC Screen in accordance with the timelines in Section 4.4.4 of this Contract.
- 4.3.3. The Contractor shall conduct a Level of Care Assessment for Continued Stay Reviews for the following Home and Community Based Services (HCBS) Waivers in the CCM system:
 - 4.3.3.1. Home and Community Based Services Waiver for Person with Brain Injury (HCBS-BI)
 - 4.3.3.2. Home and Community Based Services Waiver for Person who are Elderly, Blind and Disabled (HCBS-EBD)
 - 4.3.3.3. Community Mental Health Supports Waiver (HCBS-CMHS)
 - 4.3.3.4. Home and Community Based Service for Persons with Spinal Cord Injury (HCBS-SCI)
 - 4.3.3.5. Waiver for Children with Life Limiting Illness (HCBS-CLLI)
- 4.3.4. The Contractor shall assess and determine eligibility for HCBS waivers based on each waiver program targeting criteria and assist the client to select the appropriate waiver based on the eligibility determination.
- 4.3.5. The Contractor shall manually submit LOC determination, to include the waiver program selection based on the targeting criteria eligibility determination, to the appropriate county, using a process as determined by the Department. For initial enrollments, once confirmation of financial eligibility is determined, if the individual has chosen a waiver program that is not managed by the Contractor, the Contractor shall coordinate a transfer to the appropriate case management agency and assure the transfer is reported to the Department and is completed.
- 4.3.6. The Contractor shall complete the Introduction to the Assessment module in the CCM system, offering the option of the Basic Assessment module or Comprehensive Assessment module, as directed by the Department.
- 4.3.7. The Contractor shall conduct the appropriate assessment, as directed by the Department, and the Person-Centered Support Plan module in the CCM system.
- 4.3.8. The Contractor shall enter PARs and other required information into the Bridge for any of the early adopter members.
- 4.3.9. The Contractor shall provide feedback on system automation, system issues and training materials. The Contractor shall document soft launch related activities and time spent on these activities as directed by the Department or the Department's designee.

5. ON-GOING HCBS CASE MANAGEMENT

5.1. Case Management Services

- 5.1.1. Case Management services shall include, but is not limited to:
 - 5.1.1.1. A range of deliberate activities to organize and facilitate the appropriate delivery of Long Term Services and Supports that support Member health and well-being.
 - 5.1.1.2. The Contractor shall use a Person-Centered Approach to Case Management, which takes into consideration the preferences and goals of Members and then connects them to the resources required to address assessed needs, goals, and preferences.

- 5.1.1.3. The Contractor shall not duplicate Care Coordination provided through the RAEs and other programs designed for special populations; rather, the Contractor shall work to link the different Care Coordination activities to promote a holistic approach to a Member's care.
- 5.1.1.3.1. The Contractor shall ensure that Case Management:
- 5.1.1.3.2. Is accessible to Members.
- 5.1.1.3.3. Is culturally responsive.
- 5.1.1.3.4. Respects Member preferences.
- 5.1.1.3.5. Protects Members' Privacy.
- 5.1.1.3.6. Supports regular communication between service providers, other agencies, and the Member.
- 5.1.1.3.7. Reduces duplication and promotes continuity by collaborating with the Member and the Member's service providers.

5.2. Functional Needs Assessment

- 5.2.1. The Contractor shall conduct an Initial Level of Care Screening and Assessment and periodic reassessment, as needed by the Member, to determine the need for any medical, educational, social or other services.
- 5.2.2. The Contractor shall conduct a reassessment at minimum annually or when the Member's condition changes such that a new support need is identified.
- 5.2.3. The Level of Care Screening and Assessment shall include but is not limited to the following:
 - 5.2.3.1. Initial and annual completion of the Instrumental Activities of Daily Living (IADL) assessment.
 - 5.2.3.2. Review of the Level of Care Screening and Assessment information.
 - 5.2.3.3. Review of any relevant medical, educational, social, or other services records.
- 5.2.4. The Contractor shall follow 10 C.C.R. 2505-10, Section 8.393.6 when transferring a Member from one county to another county or from one SEP Region/District to another Region/District.
- 5.2.5. The Contractor shall take action regarding Member Medicaid eligibility within one (1) Business Day of receipt from the eligibility site.

5.3. Support Planning

- 5.3.1. The Contractor shall develop Support Plans as part of the operations of a SEP agency in accordance with §25.5-6-104, C.R.S. and 10 CCR 2505-10, Sections 8.393.2.E. *et seq.*
- 5.3.2. The Contractor shall create and maintain a Support Plan for Members in accordance with the following timelines:
 - 5.3.2.1. Within fifteen (15) Business Days after determination of program eligibility for HCBS waivers.
- 5.3.3. The Contractor shall provide necessary information and support to ensure that the Member directs the process to the maximum extent possible and is able to make informed choices and

decisions and create a Support Plan. This Support Plan shall include, but not be limited to, the following:

- 5.3.3.1. Ensure the Support Planning occurs at a time and location convenient to the Member receiving services;
- 5.3.3.2. Be led by the individual, family members and/or Member's representative with the case manager;
- 5.3.3.3. Includes people chosen by the Member;
- 5.3.3.4. Addresses the goals, needs and preferences identified by the Member throughout the planning process;
- 5.3.3.5. Addresses the needs identified in the Level of Care Screening and Assessment;
- 5.3.3.6. Offers informed choice to the Member regarding the services and supports they receive and from whom, as well as the documentation of services needed, including type of service, specific functions to be performed, duration and frequency of service, type of provider and services needed that may not be available;
- 5.3.3.7. Include strategies for solving conflict or disagreement within the process, including clear conflict-of-interest guidelines for all planning participants;
- 5.3.3.8. Reflect cultural considerations of the Member and be conducted by providing information in plain language and in a manner, that is accessible to individuals with disabilities and persons who are limited English proficient;
- 5.3.3.9. Formalize the Support Plan, with the informed consent of the member in writing, and obtain signatures by all individuals and providers responsible for its implementation, in accordance with program requirements;
- 5.3.3.10. Contain prior authorization for services, in accordance with program directives, including cost containment requirements;
- 5.3.3.11. Include a method for the Member to request updates to the plan as needed;
- 5.3.3.12. Include an explanation of complaint procedures to the Member;
- 5.3.3.13. Include an explanation of critical incident procedures to the Member; and
- 5.3.3.14. Explain the appeals process to the Member.
- 5.3.3.15. The Contractor shall enter all Support Plan information into the Department's prescribed system(s).
- 5.3.4. The SEP Agency shall complete the following portion of the Support Plan for all Members admitting to a NF, PACE or HBU:
 - 5.3.4.1. Support Plan Information,
 - 5.3.4.2. Medicaid Long Term Care Disclosures,
 - 5.3.4.3. Roles and Responsibilities,
 - 5.3.4.4. Complaint Process,
 - 5.3.4.5. Service and Provider Choice,
 - 5.3.4.6. Statement of Agreement, and

5.3.4.7. Support Plan Participants

5.3.5. The Contractor shall document all Support Plan information into the Department's prescribed system(s) within the Department's prescribed timelines.

5.3.5.1. **PERFORMANCE STANDARD:** One hundred (100%) of Support Plans are entered into the Department prescribed systems and verified by the required timeframe.

5.3.5.2. **PERFORMANCE STANDARD:** One hundred (100%) of Support Plans are finalized in the Department prescribed systems by the required timeframe.

5.4. **Referral and Related Activities**

5.4.1. The Contractor shall refer Members for HCBS and other services, as identified through the Level of Care Screening and Assessment and documented in the Support Plan.

5.4.2. The Contractor shall assist Members in the selection of providers for HCBS waiver services as desired by the Member. The Contractor may use, but is not limited to, the following methods:

5.4.2.1. Providing a list of qualified provider agencies;

5.4.2.2. Providing the Department's webpage address and information on how to search for a qualified provider agency;

5.4.2.3. Providing resources for accessing information about provider agency quality, such as survey information, that is available to the public;

5.4.2.4. Providing information regarding qualified provider agencies based on the Member's preferences.

5.4.3. Upon the selection of the provider(s) the Contractor shall contact the provider(s) to refer for services.

5.4.4. Upon acceptance from the provider(s) the Contractor shall develop the Prior Authorization Request (PAR).

5.4.4.1. The Contractor shall ensure authorized services are connected to a personal goal and/or identified need.

5.4.4.2. The Contractor shall ensure the scope, frequency, and duration of services authorized correlate to an assessed need and/or personal goal and are within the limitations set forth in each of the current federally approved waivers.

5.4.4.3. The Contractor shall ensure the services authorized are not duplicative of another service, including but not limited to:

5.4.4.4. State plan benefits;

5.4.4.5. Third party resources;

5.4.4.6. Natural supports;

5.4.4.7. Charitable organizations; or

5.4.4.8. Other public assistance programs.

5.4.5. The Contractor shall ensure the Department or its Contractor's approval is received prior to services beginning for PARs exceeding cost-containment.

- 5.4.6. Upon final PAR approval, the Contractor shall ensure all providers identified in the Support Plan receive the approved Prior Authorization (PA) number and necessary information from the Support Plan to provide services.
- 5.4.7. The Contractor shall create or revise the PAR no less than annually, when the Member experiences a change in needs warranting a change in HCBS waiver services and when required by the Department.
- 5.4.8. The PAR shall be entered into the Department's prescribed system, no later than five (5) Business Days from finalization of the Support Plan and provider selection and acceptance.
- 5.4.8.1. **PERFORMANCE STANDARD:** 100% of PARs shall be entered into the Department's prescribed system by the required timeframe.

5.5. **Monitoring**

- 5.5.1. The Contractor shall conduct monitoring for each Member enrolled in an HCBS waiver.
- 5.5.2. Monitoring shall be conducted in accordance with 10 CCR 2505-10, Section 8.393.2.G.4 and pursuant to the specific waiver requirements.
- 5.5.3. Monitoring shall occur at the frequency and in the method identified in the HCBS waiver and Department regulations for which the Member is enrolled.
- 5.5.4. At minimum, monitoring includes, but is not limited to the following:
 - 5.5.4.1. Review of the Support Plan.
 - 5.5.4.2. Review of the Member's satisfaction with services.
 - 5.5.4.3. Review of the receipt of services to ensure services are provided in accordance with the approved Support Plan and Prior Authorization.
- 5.5.5. The Contractor shall conduct a review of service utilization to ensure each Member is receiving at least one (1) HCBS waiver service every thirty (30) calendar days and to detect overutilization and/or underutilization of authorized HCBS waiver services, which may result in a revision to the Support Plan and Prior Authorization.
- 5.5.6. The Contractor shall review health and safety concerns;
- 5.5.7. The Contractor shall conduct a review of any Critical Incidents;
- 5.5.8. The Contractor shall contact providers, as necessary, but no less than every six (6) months;
 - 5.5.8.1. Referrals to other agencies or services as needed; to include contacting and collaborating with the RAE when the Monitoring indicates the Member's needs for physical and/or behavioral health care; and obtaining collateral information as needed.
- 5.5.9. The Contractor shall obtain collateral information as needed.
 - 5.5.9.1. Results of the Monitoring may lead to the need for the Contractor to revise the Support Plan and Prior Authorization. When this occurs, the Contractor shall comply with Department regulations and this Contract.
 - 5.5.9.2. The Contractor shall conduct In-Person Monitoring at least one (1) time during the Support Plan year.
 - 5.5.9.3. The Contractor shall ensure one required monitoring is conducted in-person with the Member, in the Member's place of residence.

- 5.5.9.4. The Department will reimburse the Contractor for up to one (1) additional In-Person Monitoring during the Support Plan year. The additional In-Person Monitoring shall be determined by the Member's needs or be at the direction of the Member or the Department. The additional In-Person Monitoring may occur, but is not limited to the following:
- 5.5.9.4.1. Upon transfer from one SEP to another SEP;
 - 5.5.9.4.2. Following a Critical Incident;
 - 5.5.9.4.3. Change in residential setting or following discharge from a hospital or nursing facility that did not require a Level of Care Screening and Assessment.
- 5.5.9.5. The Contractor shall conduct additional monitoring as needed by the Member and in a method as needed or requested by the Member.
- 5.5.9.6. The Contractor shall document all In-Person Monitoring activities in the Department's prescribed system and maintain detailed documentation. The Department will review internal data reports to verify the number of In-Person Monitoring activities for payment purposes.
- 5.5.9.7. **PERFORMANCE STANDARD:** One hundred (100%) of In-Person Monitoring activities shall occur at the frequency specified in the HCBS waiver for which the Member is enrolled.
- 5.5.9.8. **PERFORMANCE STANDARD:** One hundred (100%) of In-Person Monitoring activities shall be documented in the Department's prescribed system within the required timeframe.

5.6. Committee Updates

- 5.6.1. The Contractor shall perform all necessary business functions for the operation of a SEP Agency as defined in the state statutes and regulations including, but not limited to the following:
- 5.6.1.1. Establishing a community advisory committee for the purpose of providing public input and guidance for SEP Agency operation. The committee shall meet at least twice a year or more often as necessary.
 - 5.6.1.2. Establishing a Resource Development committee to facilitate the development of local resources to meet the LTSS needs of Clients and Members who reside within the SEP Region/District.
- 5.6.2. At least bi-annually, the Contractor shall provide written Committee Updates to the Department. Active, on-going participation by key management or administrative staff in other provider or interest group meetings to discuss Resource Development issues are an acceptable substitute as long as complete documentation of the discussions and progress made in developing relevant solutions is incorporated into the committee updates.
- 5.6.3. The Contractor shall submit the Committee Updates on the Department prescribed template for the Department's review, approval, and payment
- 5.6.3.1. **DELIVERABLE:** Committee Updates
 - 5.6.3.2. **DUE:** Bi-Annually, for meetings held between July 1 and December 31st, Committee Updates are due January 15th, and for meetings held between January 1st through June

29th, Committee Updates, are due June 30th of each year or the Fiscal Year end close date determined by the Department

5.7. Certification

- 5.7.1. The Department or a designee shall review the performance of the Contractor.
- 5.7.2. Performance monitoring may include a review of log notes, support plans, assessments and other documentation relevant to the long-term care services provided the Member. The Contractor shall be notified within thirty (30) days of the outcome of a review that may result in approval, provisional approval, denial or termination of certification. The Department may appoint a designee to monitor and/or make certification recommendations.
- 5.7.3. The Department, in accordance with state statutes and regulations, shall certify the Contractor. Certification shall be based upon, but not limited to, results of on-site visits, evaluation results of the quality of service provided, compliance with Program requirements, service timeliness, performance of administrative functions, costs per Member, communications with Members, Member monitoring, targeting populations served, community coordination and outreach and financial accountability.

6. ACCOUNTING

- 6.1. The 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. The Contractor shall establish and maintain internal control systems and standards that apply to the operation of the organization.
- 6.3. The 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. The Contractor shall establish any necessary cost accounting systems to identify the application of funds and record the amounts spent.
- 6.5. The Contractor shall document all transactions and funding sources and this documentation shall be available for examination by the Department within ten (10) Business Days of the Department's request.
 - 6.5.1. **DELIVERABLE:** Transaction and Funds Documentation
 - 6.5.2. **DUE:** Within ten (10) Business Days of the Department's Request

7. SUBRECIPIENT STATUS AND REQUIREMENTS

- 7.1. The 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; 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 \$750,000.00 or more from all federal sources (direct or from pass-through entities) must have

a single or program-specific audit conducted for that year in accordance with Subpart F of the Final Rule.

- 7.2.2. The Contractor shall notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed \$750,000.00.
- 7.2.3. If the expected or actual expenditures of federal assistance from all sources do not equal or exceed \$750,000.00 the 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 thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) 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 thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period
- 7.2.5. If the Contractor did not receive enough federal funds to require a Single Audit, the 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 thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period
- 7.2.6. The audit period shall be the Contractor's fiscal year.

8. COMPENSATION AND INVOICING

8.1. Administrative Compensation

- 8.1.1. The compensation under the Contract shall consist of Fee for Service (FFS) per deliverable payment and Per Member Per Month (PMPM) reimbursement for ongoing case management services. The Department shall pay the Contractor at the rates shown in the following table upon the Department's approval of all deliverables and services:

SEP ADMINISTRATIVE RATE TABLE		
DELIVERABLE DESCRIPTION	PAYMENT FREQUENCY	RATE
Operations Guide	One Time Payment per Initial Guide	\$7,377.26
Operations Guide Update and Summary	Each Annual Update	\$1,327.01
Complaint Trend Analysis	Per Quarterly Deliverable	\$3,599.28
Critical Incident Reporting	Per Month Per Enrollment	\$1.50
Critical Incident Follow-Up Completion Performance Standard	Per Quarter	\$2,289.91
Case Management Training	Per Bi-Annual Deliverable	\$605.39

Committee Updates	Per Bi-Annual Deliverable	\$1,000.11
Appeals – Creation of Packet	Per Appeal Packet	\$496.08
Appeals – Attendance at Hearing	Per Appeal Hearing Attended	\$281.65
Initial Level of Care Screening and Assessment	Payment per Assessment	\$264.67
Continued Stay Review – Level of Care Screening and Assessment	Payment per Assessment	\$183.97
In Person Monitoring	Payment per In-Person Monitoring Visit (Up to 2 Visits per Year)	\$83.45
On-Going Case Management PMPM Tier One (1-700)	Payment per Member per Month	\$89.63
On-Going Case Management PMPM Tier Two (701-2750)	Payment per Member per Month	\$85.28
On-Going Case Management PMPM Tier Three (2751+)	Payment per Member per Month	\$73.37
Rural Travel Add-On (Initial, CSR, Monitoring) for Rural and Frontier Counties	Payment per Activity	\$34.96
CCM Pilot – Initial Level of Care Screen	Per Assessment	\$196.22
CCM Pilot – Continued Stay Review Level of Care Screen	Per Assessment	\$182.55
CCM Pilot – Initial Basic Needs Assessment	Per Assessment	\$247.74
CCM Pilot – Continued Stay Review Basic Needs Assessment	Per Assessment	\$232.53
CCM Pilot – Initial Comprehensive Needs Assessment	Per Assessment	\$309.68
CCM Pilot – Continued Stay Review Comprehensive Needs Assessment	Per Assessment	\$295.95

- 8.1.2. The rates shown above are determined by the approved appropriation from the Colorado General Assembly. The Department, at its discretion, shall have the option to increase or decrease these rates as the Department determines necessary based on its approved appropriation or to correct an administrative error in rate calculations. To exercise this option, the Department shall provide written notice to Contractor in a form substantially similar to the Sample Option Letter in 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.

- 8.1.3. The Contractor shall be reimbursed for Administrative Functions and on-going case management at the frequency and criteria identified in Section 8 of this Exhibit, Invoicing and Payment Procedures.

9. PAYMENT PROCEDURES

9.1. Operations Guide

- 9.1.1. The Contractor shall submit the Operations Guide and all required components defined in Exhibit D-1, Section 1.13 of this Contract. The Contractor shall receive payment for the Operations Guide only after the Department has received, reviewed, and accepted the Deliverable.

9.2. Operations Guide Update and Summary

- 9.2.1. The Contractor shall review its Operations Guide as defined in Exhibit D-1, Section 1.13.4 of this Contract on an annual basis and determine if any modifications are required to account for any changes in the Work, in the Department's processes and procedures, or in the Contractor's processes and procedures and update the Operations Guide as appropriate to account for any changes. The Contractor shall submit an Operations Guide Update, as well as, a Summary of all changes to the Department or an explanation demonstrating that the Operations Guide Update was reviewed, and the Contractor determined that no edits were needed. The Department shall review the update summary and determine whether significant modifications to the Operations Guide Update were completed. The Contractor shall receive payment for an Operations Guide Update only after the Department has determined that significant changes were made and accepted. If minor changes or no changes were completed the Contractor shall not receive payment for this Deliverable.
- 9.2.2. The Department does not consider changes such as updating dates, contact information or locations to be significant changes. Significant changes would include, but are not limited to, an update to the Contractor's current practices or procedures.

9.3. Complaint Log and Trends Analysis

- 9.3.1. The Contractor shall submit quarterly Complaint Log and Trends Analysis deliverable as defined in Section 1.11 of this Exhibit. The Contractor shall receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, the Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department.

9.4. Critical Incident Reports (CIRs)

- 9.4.1. The Contractor shall ensure all CIRs have been entered in the Department prescribed system within the required timeframe. The Department will pay per member enrolled each month based on actively enrolled members pulled from the Department prescribed system on the eleventh (11th) day of the month for enrollments from the previous month.

9.5. Critical Incident Quarterly Follow-Up Completion Performance Standard

- 9.5.1. The Contractor is eligible to receive a quarterly performance-based payment for timely completion of requested CIR follow-up action. To receive the quarterly performance based payment the Contractor must have 90% of CIRS assigned follow-up completed and entered into the Department prescribed system within timelines assigned by the Department and/or

Department Quality Improvement Organization. The Department will calculate the Contractor's performance at the close of each quarter to determine if the Contractor will be awarded the performance based-payment.

9.6. Case Management Training

9.6.1. The Contractor submit the Case Management Training Deliverable as defined in Section 1.2 of this Exhibit. The Contractor shall receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, the 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, the Contractor shall not receive payment for the Deliverable until all trainings have been provided. The Contractor shall have thirty (30) calendar days to provide any outstanding trainings and resubmit the Deliverable.

9.7. Committee Updates

9.7.1. The Contractor submit the Committee Updates Deliverable as defined in Section 4.6 of this Exhibit. The 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, the Contractor shall not receive payment for the Deliverable.

9.8. Appeals – Creation of Packet

9.8.1. The Contractor shall ensure that all Appeals – Creation of Packet are input in the Department prescribed system and adhere to all requirements listed in Section 1.12 of this Exhibit. The Department will pay for Creation of Appeals Packet based on data pulled from the Department prescribed system on the eleventh (11th) day of the month for Creation of Appeals Packet from the previous month.

9.9. Appeals – Attendance at Hearing

9.9.1. The Contractor shall ensure all Appeals - Attendance at Hearing information are input in the Department prescribed system and adhere to all requirements listed in Section 1.12 of this Exhibit. The Department will pay for Attendance at Appeals Hearing based on data pulled from the Department prescribed system on the eleventh (11th) day of the month for Appeals-Attendance at Hearing from the previous month.

9.10. Initial Level of Care Screening and Assessment

9.10.1. The Contractor shall conduct all Initial Level of Care Screening and Assessment as identified in Sections 3 and 4 of this Exhibit. The Department will pay for Initial Level of Care Screening and Assessment from data pulled from the Department prescribed system on the eleventh (11th) day of the month for assessments from the previous month.

9.11. Continued Stay Review – Level of Care Screening and Assessment

9.11.1. The Contractor shall conduct all Continued Stay Review - Level of Care Screening and Assessment as identified in Section 3 of this Exhibit. The Department will pay for Continued Stay Review – Level of Care Screening and Assessment from data pulled from the Department prescribed system on the eleventh (11th) day of the month for assessments from the previous month.

9.12. Care and Case Management System Soft-Launch

- 9.12.1. The Contractor shall conduct Level of Care Assessments, Basic Needs Assessments, and Comprehensive Needs Assessments and enter the completed assessments into the CCM System within the required timeframes. The Contractor will only receive payment for assessments that have been authorized and approved by the Department. The Department will pay the Contractor using data pulled from the CCM System or through an invoicing process and timelines as determined by the Department.
- 9.13. In-Person Monitoring
- 9.13.1. The Contractor shall conduct Case Management Monitoring in person, at least one (1) time and no more than two (2) times during the Support Plan year and adhere to all requirements indicated in Section 4.5 of this Exhibit. The Department will pay for Case Management Monitoring based on data pulled from the Department prescribed system on the eleventh (11th) day of the month for Case Management Monitoring from the previous month.
- 9.14. Case Management Per Member Per Month (PMPM)
- 9.14.1. The Contractor shall perform any activity under Section 4, On-Going HCBS Case Management, on monthly basis in accordance with the Exhibit B-1, Statement of Work. The Department will pay Case Management services PMPM, based on data pulled from the Department prescribed system on the eleventh (11th) day of the month for Case Management services from the previous month.
- 9.15. Rural Travel Add-On (Initial, CSR, Monitoring) for Rural and Frontier Counties
- 9.15.1. The Contractor shall receive an additional payment for Rural Travel Add-On for Rural and Frontier Counties for the following activities only: Initial Level of Care Screening and Assessment, Continued Stay Review – Level of Care Screening and Assessment, and In-Person Monitoring based on data pulled from the Department prescribed system on the eleventh (11th) day of the month for assessments from the previous month.
- 9.16. The due dates identified in this section shall be adhered to, and information entered into the Department's prescribed systems and/or submitted to the Department by a date identified in this section. For the month of June, the Department will notify the Contractor of the modified due date to account for year-end closing.
- 9.17. **Payment and Billing Errors**
- 9.17.1. The Contractor shall review all payments made by the Department to ensure accuracy within ten (10) Business Days of receiving a payment summary.
- 9.17.2. The Contractor shall notify the Department of any errors in billing or payment within ten (10) Business Days of receiving a payment summary on the Department's prescribed template to ensure over and under payments are adjusted.
- 9.17.2.1. **DELIVERABLE:** Payment Correction Form
- 9.17.2.2. **DUE:** Within ten (10) Business Days of receiving a payment summary from the Department
- 9.17.3. The Department shall notify the Contractor of any overpayment or underpayment identified through an internal review process.
- 9.17.4. If an overpayment is confirmed by the Department, the overpayment amount will be withheld from the next monthly reimbursement to the Contractor and, if necessary, from each monthly payment thereafter to the Contractor, until all overpayment of funds is recovered.

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

9.18. Closeout Payments

9.18.1. 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 ten (10) days after the Department has determined that Contractor has completed all of the requirements of the Closeout Period.

EXHIBIT C-1, TERMINOLOGY

1. TERMINOLOGY

- 1.1. In addition to the terms defined in §3 of the original Contract, the following list of terms shall be construed and interpreted as follows:
 - 1.1.1. Appeal – the process a case manager participates in when a Client or Member appeals an adverse action made by the case manager.
 - 1.1.2. Benefits Utilization System (BUS) – the online data system maintained by the Department for recording case management activities associated with Long Term Services and Supports.
 - 1.1.3. Bridge – the online data system maintained by the Department for authorization of member services.
 - 1.1.4. 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.
 - 1.1.5. Care and Case Management System (CCM) – The Department’s future case management Information Technology (IT) platform.
 - 1.1.6. 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.
 - 1.1.7. Case Management Agency (CMA) – a public or private not-for-profit or for-profit agency that meets all applicable state and federal requirements and is certified by the Department to provide case management services for specific Home and Community Based Services waivers pursuant to section 25.5-10-209.5, C.R.S. and pursuant to a provider participation agreement with the state department.
 - 1.1.8. Case Management Redesign – the evaluation and redesign of the entry point and case management structure for LTSS in Colorado.
 - 1.1.9. Case Manager – a person who provides case management services and meets all regulatory requirements for case manager. Client – any individual applying for or seeking information for LTSS.
 - 1.1.10. Client – any individual applying for or seeking information for LTSS.
 - 1.1.11. Closeout Period – The period beginning on the earlier of ninety (90) days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.
 - 1.1.12. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
 - 1.1.13. Community Centered Board (CCB) – a private corporation, for-profit or not-for profit, that is designated pursuant to section 25.5-10-209 C.R.S., responsible for, but not limited to conducting Developmental Disability determinations, waiting list management, Level of

Care Screening and Assessment for Home and Community Based Service waivers specific to individuals with intellectual and developmental disabilities, and management of State Funded programs for individuals with intellectual and developmental disabilities.

- 1.1.14. Complaints and Grievances – any complaint received by the Contractor as it relates to the services provided through this Contract to include, but not limited to: general business functions, administration, and administrative case management functions. Complaints received outside of the scope of this Contract shall not be included.
- 1.1.15. Contractor – the individual, entity or subrecipient selected to complete the Work contained in the Contract. Contractor and subrecipient will be used interchangeably throughout this Contract.
- 1.1.16. 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.
- 1.1.17. 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.
- 1.1.18. Critical Incident Report (CIR) Mistreatment, Abuse, Neglect or Exploitation (MANE) – a Critical Incident Report entered into the Department prescribed system with a category of Mistreatment, Abuse, Neglect, or Exploitation.
- 1.1.19. Critical Incident Report (CIR) Non-MANE – a Critical Incident Report entered into the Department prescribed system with a category of criminal activity, damage to consumer’s property/theft, death, injury/illness, medication management issues, missing persons, other high risk issues, and unsafe housing/displacement.
- 1.1.20. Data – State Confidential Information and other State information resources transferred to the Contractor for the purpose of completing a task or project assigned in the Statement of Work.
- 1.1.21. 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.
- 1.1.22. Department – the Colorado Department of Health Care Policy and Financing, a Department of the government of the State of Colorado.
- 1.1.23. 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, Pandemic or terrorist attacks.
- 1.1.24. District – a Department defined distinct geographic county-based service area. Each District is served by a single SEP Agency.
- 1.1.25. Eligibility Determination – determination of eligibility for Long Term Services and Supports (LTSS) programs.
- 1.1.26. 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.
- 1.1.27. Health First Colorado – Colorado’s Medicaid Program.

- 1.1.28. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.1.29. Home and Community Based Services (HCBS) Waivers – services and supports authorized through a 1915(c) waiver of the Social Security Act and provided in community settings to a client who requires an institutional level of care that would otherwise be provided in a Hospital, Nursing Facility, or Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID). This includes: Home and Community Based Services Waiver for Persons with Brain Injury (HCBS-BI), Home and Community Based Services Waiver for Persons who are Elderly, Blind and Disabled (HCBS-EBD), Community Mental Health Supports Waiver (HCBS-CMHS), Home and Community Based Services Waiver for Persons with Spinal Cord Injury (HCBS-SCI), Waiver for Children with a Life Limiting Illness (HCBS-CLLI).
- 1.1.30. Hospital Back Up- an LTSS program for Members who have complex wound care and/or are ventilator-dependent or medically complex.
- 1.1.31. Intake, Screening and Referral – the initial contact with Clients by the Single Entry Point agency and shall include, but is not limited to a preliminary screening in the following areas: a Client’s need for long term services and supports; a Client’s need for referral to other programs or services; a Client’s eligibility for financial and program assistance; and the need for a Level of Care Screening and Assessment of the Client seeking services.
- 1.1.32. Key Personnel – The position or positions that are specifically designated as such in this Contract.
- 1.1.33. Level of Care – The level of assistance needed by an individual seeking services or 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.
- 1.1.34. Level of Care Determination - The eligibility determination of an individual for a Long-Term Services and Supports program by a Community Centered Board or Single Entry Point Agency as determined by the requirements of the program, using the Department prescribed instrument.
- 1.1.35. 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.
- 1.1.36. Long Term Services and Supports Level of Care Eligibility Determination Screen (LOC Screen) – a comprehensive 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.
- 1.1.37. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.38. Monitoring – a role of case managers to ensure that Members get the authorized services in

accordance with their Support Plan, to include, but not limited to monitoring the quality of services and supports provided to Members enrolled in an HCBS waiver.

- 1.1.39. 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.
- 1.1.40. Needs Assessment- A comprehensive evaluation conducted by the case manager, using the Department prescribed instrument, with the individual seeking services or member and appropriate collaterals (such as family members, advocates, friends and/or caregivers), and including supporting information from the individual’s providers to determine the individual’s service needs, goals, available resources, and potential funding resources.
- 1.1.41. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.
- 1.1.42. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.43. Pandemic – Refers to an epidemic that has spread over several countries or continents, usually affecting a large number of people.
- 1.1.44. Person-Centered Approach – respecting and valuing Clients’ and Members’ preferences, strengths, and contributions.
- 1.1.45. 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.
- 1.1.46. Pre-Admission Screening and Resident Review (PASRR) – the review that occurs for all Clients seeking admission to a Medicaid nursing facility to screen the Client for evidence of serious mental illness and/or intellectual and developmental disabilities or related conditions. The review determines whether the Client needs the level of services that a nursing facility provides and whether Clients who need nursing facility services also need specialized services.
- 1.1.47. Professional Medical Information Page (PMIP) – the medical information document signed by a licensed medical professional used as a component of the Level of Care Screening and Assessment to determine the Client’s or Member’s need for a LTSS program.

- 1.1.48. Program – a publicly funded program including, but not limited to: Home and Community Based Services Waivers, Medicaid nursing facility, Program for All-Inclusive Care for the Elderly (PACE) and Long Term Home Health (LTHH).
- 1.1.49. 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.
- 1.1.50. Quality Improvement Strategy (QIS) – the Department’s process to measure and improve its performance in meeting the HCBS waiver assurances annually as set forth in 42 CFR 441.301 and 441.302.
- 1.1.51. 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.
- 1.1.52. Region – a distinct geographic area, determined by the Department, which is comprised of one or more Districts.
- 1.1.53. Regional Accountable Entity (RAE) – a single regional entity responsible for duties previously performed by Regional Care Collaborate Organizations and Behavioral Health Organizations (BHO).
- 1.1.54. Resource Development – the study, establishment and implementation of additional resources or services that extend the capabilities of community based LTSS systems to better serve LTSS Clients and Members and those likely to need community based LTSS in the future.
- 1.1.55. Single Entry Point (SEP) – the availability of a single access or entry point within a local area where a current or potential LTSS Client or Member can obtain LTSS information, screening, Level of Care Screening and Assessment, Functional Needs Assessment, and referral to appropriate LTSS programs and case management services.
- 1.1.56. Single Entry Point Agency (SEP Agency) – the organization selected to provide intake, screening, referral, Level of Care Screening and Assessment, and case management functions for persons in need of or receiving LTSS within a Single Entry Point District.
- 1.1.57. Soft Launch - Implementation of a phased roll-out of the Care and Case Management Information Technology System (CCM) and the new Assessment and Support Plan instruments with limited functionality, on a small scale.
- 1.1.58. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.
- 1.1.59. Support Plan – the written document that specifies identified and needed services, to include Medicaid and non-Medicaid services regardless of funding source, to assist a Member to remain safely in the community and developed in accordance with the Department rules. Support Plans are developed at minimum annually or when a reassessment notes a Member’s change in condition such that a new support need is identified.
- 1.1.60. Support Planning – the process of working with the Member receiving services and people chosen by the Member to identify goals, needed services, individual choices and preferences, and appropriate service providers based on the Member seeking or receiving services, assessment and knowledge of the Member and of community resources. Support planning

informs the Member receiving services of his or her rights and responsibilities.

2. ACRONYMS AND ABBREVIATIONS

- 2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:
 - 2.1.1. CFR – Code of Federal Regulations
 - 2.1.2. CHP+ –Child Health Plan Plus
 - 2.1.3. CMS – the Federal Centers for Medicare and Medicaid Services
 - 2.1.4. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.
 - 2.1.5. C.R.S. – Colorado Revised Statutes
 - 2.1.6. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
 - 2.1.7. MFCU – the Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
 - 2.1.8. PHI – Protected Health Information
 - 2.1.9. PII – Personally Identifiable Information
 - 2.1.10. SFY – State Fiscal Year
 - 2.1.11. U.S.C. – United States Code
 - 2.1.12. VARA – Visual Rights Act of 1990

EXHIBIT D-1, CONTRACTOR'S GENERAL REQUIREMENTS

1. CONTRACTOR'S GENERAL REQUIREMENTS

- 1.1. The Department will contract with only one organization, the Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met under this Contract.
- 1.2. The Contractor shall serve as the Single Entry Point Agency for the following counties:
 - 1.2.1. Adams County
 - 1.2.2. Arapahoe County
 - 1.2.3. Denver County
 - 1.2.4. Douglas County
 - 1.2.5. Elbert 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, the 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. The 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. The 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 the Contractor's responsibilities under this Contract.
- 1.6. The 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. The Contractor shall make such records available to the Department upon request throughout the term of the Contract.
- 1.7. **Deliverables**
 - 1.7.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.
 - 1.7.2. All Deliverables shall be submitted to the Department by close of business on the due date determined by the Department.
 - 1.7.2.1. Contractor shall submit each Deliverable to the Department for review and approval and shall adhere to the following Deliverable process such for any documentation creation, review, and acceptable cycle, the Contractor shall:
 - 1.7.2.2. Gather and document requirements for the Deliverable.
 - 1.7.2.3. Create a draft in the Department-approved format for the individual Deliverable.

- 1.7.2.4. Perform internal quality control review(s) of the Deliverable, including, but not limited to:
- 1.7.2.5. Readability.
- 1.7.2.6. Spelling.
- 1.7.2.7. Grammar.
- 1.7.2.8. Completion.
- 1.7.2.9. Adhere to all required templates or development of templates.
- 1.7.2.10. 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.
- 1.7.2.11. 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.
- 1.7.2.12. 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.
- 1.7.2.13. 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. The Contractor shall not receive payment for a Deliverable until it has been received and accepted by the Department. Deliverables requiring correction shall not be paid until receipt of a revised and accepted Deliverable by the Department.
- 1.7.3. 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.
- 1.7.4. 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.
- 1.7.5. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- 1.7.6. 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.

1.7.7. If any Deliverable contains ongoing responsibilities or requirements for the 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.

1.7.7.1. Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.

1.8. **Stated Deliverables and Performance Standards**

1.8.1. 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.

1.9. **Communication with the Department**

1.9.1. The Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems. The Department currently uses Microsoft Office 2016 and/or Microsoft Office 365 for PC. If the Contractor uses a compatible program, then the Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.

1.9.2. The Department will use a transmittal process to provide the Contractor with official direction within the scope of the Contract. The 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:

1.9.2.1. The date the transmittal will be effective.

1.9.2.2. Direction to the Contractor regarding performance under the Contract.

1.9.2.3. A due date or timeline by which the Contractor shall comply with the direction contained in the transmittal.

1.9.2.4. The signature of the Department employee who has been designated to sign transmittals.

1.9.2.5. The Department will provide the 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 the 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 the Contractor through a transmittal.

1.9.3. The Department may deliver a completed transmittal to the Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.

1.9.3.1. If a transmittal is delivered through a dedicated communication system or other electronic

system, then the Department may use an electronic signature to sign that transmittal.

- 1.9.4. If the Contractor receives conflicting transmittals, the 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.
- 1.9.5. In the event that the 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.
- 1.9.6. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and the Contractor, and the Department may provide day-to-day communication to the Contractor without using a transmittal.
- 1.9.7. The Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.

1.9.8. **Client and Member Engagement**

- 1.9.8.1. Person- and Family-Centered Approach
- 1.9.8.2. The Contractor shall actively engage Members in their health and well-being by demonstrating the following:
 - 1.9.8.2.1.1. Responsiveness to Member and family/caregiver needs by incorporating best practices in communication and cultural responsiveness in service delivery.
 - 1.9.8.2.1.2. Utilization of various tools to communicate clearly and concisely.
 - 1.9.8.2.1.3. The Contractor shall align Member engagement activities with the Department's person- and family-centered approach that respects and values individual preferences, strengths, and contributions.

1.9.9. **Cultural Responsiveness**

- 1.9.9.1. The Contractor shall provide and facilitate the delivery of services in a culturally competent manner to all Clients and Members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.
- 1.9.9.2. The Contractor shall provide all information for Clients and Members in a manner and format that may be easily understood and is readily accessible by Clients and Members.
- 1.9.9.3. 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.

1.9.10. **Language Assistance Services**

- 1.9.10.1. The Contractor shall provide language assistance services including bilingual staff and/or interpreter services, at no cost to any Client or Member. Language assistance shall be provided at all points of contact, in a timely manner and during all hours of operation.
- 1.9.10.2. The Contractor shall make oral interpretation available in all languages.

- 1.9.10.3. The Contractor shall assure the competence of language assistance provided by interpreters and bilingual staff.
- 1.9.10.4. The Contractor shall not use family and friends to provide interpretation services except by request of the Client or Member.
- 1.9.10.5. The Contractor shall provide interpreter services for all interactions with Clients and Members when there is no Contractor staff person available who speaks a language understood by a Client or Member.
- 1.9.10.6. The Contractor shall notify Clients and Members verbally regarding the Client's or Member's right to receive the following language assistance services, as well as how to access the following language assistance services.
- 1.9.10.7. Oral interpretation for any language. Oral interpretation requirements apply to all non-English languages, not just those that the state identifies as prevalent.
- 1.9.10.8. The 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.
- 1.9.10.9. The Contractor shall ensure that customer service telephone functions easily access interpreter or bilingual services.
- 1.9.11. **Written Materials for Clients and Members**
 - 1.9.11.1. The Contractor shall ensure that all written materials it creates for distribution to Clients and Members meet all noticing requirements of 45 C.F.R. Part 92.
 - 1.9.11.2. The Contractor shall ensure that all written materials it creates for distribution to Clients and Members are culturally and linguistically appropriate to the recipient.
 - 1.9.11.3. The Contractor shall write all materials in easy to understand language.
- 1.9.12. **Client and Member Communications**
 - 1.9.12.1. The Contractor shall maintain consistent communication, both proactive and responsive, with Clients and Members.
 - 1.9.12.2. The Contractor shall assist any Client or Member who contacts the Contractor, including Clients and Members not in the Contractor's Region/District who need assistance with contacting his/her SEP, CCB, RAE, or other agencies.
- 1.9.13. **Client and Member Rights**
 - 1.9.13.1. The Contractor shall have written policies guaranteeing each Client's and Member's right to be treated with respect and due consideration for his or her dignity and privacy.
 - 1.9.13.2. The Contractor shall provide information to Clients and Members regarding their rights that include, but are not limited to:
 - 1.9.13.3. The right to be treated with respect and due consideration for their dignity and privacy.
 - 1.9.13.4. The right to participate in decisions regarding their services.
 - 1.9.13.5. The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.
 - 1.9.13.6. The right to request and receive a copy of their records.
 - 1.9.13.7. The right to obtain available and accessible services under the Contract.

- 1.9.13.8. The Contractor shall post and distribute rights to individuals, including but not limited to:
- 1.9.13.9. Clients/Members.
- 1.9.13.10. Client's/Member's families.
- 1.9.13.11. Providers.
- 1.9.13.12. Case Workers.
- 1.9.13.13. Stakeholders.

1.10. Operations Guide

- 1.10.1. Contractor shall not engage in any Work under the Contract, other than the Work described in this Section 1.10, Section 1.11, and Section 1.12, prior to the Operational Start Date. The Department shall not be liable to the Contractor for, and Contractor shall not receive, any payment for any period prior to the Operational Start Date under this Contract.
- 1.10.2. The Contractor shall create and implement an Operations Guide. The Operations Guide shall include the creation and management of the following:
 - 1.10.2.1. Communication Plan.
 - 1.10.2.2. Business Continuity Plan.
 - 1.10.2.3. Start-Up Plan.
 - 1.10.2.4. Closeout Plan.
- 1.10.3. The Contractor shall submit the Operations Guide to the Department for review approval, and payment.
 - 1.10.3.1. **DELIVERABLE:** Operations Guide
 - 1.10.3.2. **DUE:** Within 30 Business Days after the Effective Date
- 1.10.4. The Contractor shall review its Operations Guide on an annual basis and determine if any modifications are required to account for any changes in the Work, in the Department's processes and procedures or in the Contractor's processes and procedures and update the Guide as appropriate to account for any changes. The Contractor shall submit an Annual Operations Guide Update that contains all changes from the most recently approved prior Operations Guide or Annual Operations Guide Update or shall note that there were no changes. If changes were made to the Operations Guide, the Contractor shall also compile and submit a summary of all changes to the Department.
- 1.10.5. The Contractor shall submit the Annual Operations Guide Update and Summary to the Department for review, approval, and payment.
 - 1.10.5.1. **DELIVERABLE:** Annual Operations Guide Update and Summary
 - 1.10.5.2. **DUE:** Annually, by July 31st
- 1.10.6. The Operational Start Date shall not occur until Contractor has completed all requirements of the Operations Guide, unless the Department provides written approval otherwise.
- 1.10.7. **Communication with Members, Providers, and Other Entities**
 - 1.10.7.1. The Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:

- 1.10.7.2. A description of how the Contractor will communicate to Members any changes to the services those Members will receive or how those Members will receive the services.
- 1.10.7.3. A description of the communication methods, including things such as email lists, newsletters and other methods, that the Contractor will use to communicate with Providers and Subcontractors.
- 1.10.7.4. 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.
- 1.10.7.5. A general plan for how the Contractor will address communication deficiencies or crisis situations, including how the Contractor will increase staff, contact hours or other steps the Contractor will take if existing communication methods for Members or Providers are insufficient.
- 1.10.7.6. A listing of the following individuals within the Contractor's organization, including cell phone numbers and email addresses:
 - 1.10.7.6.1.1. 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.
 - 1.10.7.6.1.2. An individual who is responsible for any website or marketing related to the Work.
 - 1.10.7.6.1.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.
- 1.10.7.7. An outline of the process for the Contractor's communication, timely responses and emergency protocols in the event there is a natural disaster or Pandemic.
 - 1.10.7.7.1.1. 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.
- 1.10.8. **Business Continuity Plan**
 - 1.10.8.1. The Contractor shall create a Business Continuity Plan that the Contractor will follow in order to continue operations during and after a Business Interruption to include but not limited to a Disaster, Pandemic, power outage, strike, loss of necessary personnel, or computer virus. The Business Continuity Plan shall include, but is not limited to, all of the following:
 - 1.10.8.2. The essential services and functions provided by the Contractor.
 - 1.10.8.3. The lead person and response team responsible for implementing the business continuity plan, individual/team roles, and contact information.
 - 1.10.8.4. How emergency responses procedures will be implemented and who will activate the business continuity plan.
 - 1.10.8.5. How the 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.
 - 1.10.8.6. How the Contractor will address training personnel, preparing equipment, and backup systems.

- 1.10.8.7. How the Contractor will address budget and finance mechanisms to ensure financing of essential services.
- 1.10.8.8. How the Contractor will ensure necessary supplies and equipment are available to maintain essential services.
- 1.10.8.9. How the Contractor will replace staff that are lost or unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
- 1.10.8.10. How the 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.
- 1.10.8.11. How the Contractor will ensure or enhance communication and information technology infrastructure to support tele-commuting.
- 1.10.8.12. How the Contractor will back-up all information necessary to continue performing the Work remotely, so that no information is lost because of a Business Interruption.
- 1.10.8.13. In the event of a Disaster, the plan shall also include how the Contractor will make all information available at its back-up facilities.
- 1.10.8.14. How the Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and software pertaining to enrollment information at a Department-approved, off-site location.
- 1.10.8.15. How the Contractor will minimize the effects on Members of any Business Interruption to include how the Contractor will notify members of closures and cancellations.
- 1.10.8.16. How the Contractor will communicate with the Department during the Business Interruption and points of contact within the Contractor's organization the Department can contact in the event of a Business Interruption.
- 1.10.8.17. How the Contractor will transition from in person meetings to conference calls or other virtual platforms or cancel or delay meetings as necessary.
- 1.10.8.18. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.
- 1.10.8.19. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.
- 1.10.8.20. How the Contractor will prepare necessary internal staff for implementing the business continuity plan, which may include tests, drills, or training annually and revising the plan based on lessons learned.
- 1.10.8.21. How the Contractor will identify and engage with external organizations to help the community, such as sharing best practices and sharing timely and accurate information about a Business Interruption.
- 1.10.8.22. How the Contractor will implement steps to return to normal after a Business Interruption.
- 1.10.9. **Closeout Plan**
 - 1.10.9.1. The Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones, and Deliverables necessary to fully transition the services described in the Contract from the Contractor to the Department or to another contractor selected by the Department to be the contractor after the termination of the Contract.

- 1.10.9.2. The Closeout Plan shall include, but is not limited to:
- 1.10.9.3. Transfer of Clients and Members
- 1.10.9.4. Transfer of documentation to include all electronic and physical documentation.
- 1.10.9.5. Transfer of all Client and Member records through the Department Case Management Systems.
- 1.10.9.6. Transfer of services
 - 1.10.9.6.1. Transfer of Case Management Services
- 1.10.9.7. 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 Clients and Members and the Department.
 - 1.10.9.7.1. The Contractor shall ensure all policy, procedures, training, and appeals information are transferred to the Department.
- 1.10.9.8. The Contractor shall deliver the Closeout Plan to the Department for review and approval.
- 1.10.9.9. The Contractor shall be ready to perform all Work by the Operational Start Date.
- 1.10.9.10. In the event the Contractor is required to implement their Closeout Plan, the Contractor shall provide weekly updates to the Department demonstrating compliance and progression to toward meeting the milestones described herein and in the approved Closeout Plan.

1.11. Closeout Period

- 1.11.1. During the Closeout Period, the Contractor shall complete all of the following:
 - 1.11.1.1. 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.
 - 1.11.1.2. 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.
 - 1.11.1.3. 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.
 - 1.11.1.4. Notify any Subcontractors of the termination of the Contract, as directed by the Department.
 - 1.11.1.5. Notify all Members that the Contractor will no longer be the SEP as directed by the Department. Contractor shall create these notifications and deliver them to the Department for approval. Once the Department has approved the notifications, Contractor shall deliver these notifications to all Members, but in no event shall Contractor deliver any such notification prior to approval of that notification by the Department.

- 1.11.1.6. **DELIVERABLE:** Member Notifications
- 1.11.1.7. **DUE:** Ninety (90) days prior to termination of the Contract
- 1.11.1.8. Continue meeting each requirement of the Contract as described in the Department-approved and updated Closeout Plan, or until the Department determines that specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when any specific requirement is being performed by the Department or another contractor, and will notify the Contractor of this determination for that requirement.
- 1.11.1.9. 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.

1.12. Performance Reviews

- 1.12.1. The Department may conduct desk reviews and/or on-site performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.
- 1.12.2. The Department may work with the 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.
- 1.12.3. The 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. The Contractor shall provide this information regardless of whether the Department decides to work with the Contractor on any aspect of the performance review or evaluation.
- 1.12.4. The Contractor shall provide all documentation requested by the Department to complete the performance review using the Departments identified process within ten (10) Business Days of the Department request. All documentation must be complied in the Departments prescribed manner to ensure a time efficient review.
- 1.12.5. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract, or after termination of the Contract for any reason.
- 1.12.6. The Department may make the results of any performance reviews or evaluations available to the public, or may publicly post the results of any performance reviews or evaluations.
- 1.12.7. The Department may recoup funding as a result of any performance review or evaluation where payment was rendered for services not complete or not in alignment with federal and/or state regulations or this Contract.

1.13. Renewal Options and Extensions

- 1.13.1. 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 reprocur the performance of the Work in its sole discretion.
- 1.13.2. The Parties may amend the Contract to extend beyond five years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts,

to address state or federal programmatic or policy changes related to the Contract, or to provide sufficient time to transition the Work.

1.14. Department System Access

- 1.14.1. In the event that the Contractor requires access to any Department computer system to complete the Work, the Contractor shall have and maintain all hardware, software, and interfaces necessary to access the system without requiring any modification to the Department's system. The Contractor shall follow all Department policies, processes, and procedures necessary to gain access to the Department's systems.
- 1.14.2. The 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 the Contractor for any costs associated with obtaining and maintaining access to Department systems.

1.15. Provider Fraud

- 1.15.1. 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.
- 1.15.2. Upon identification or suspicion of possible Provider Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.
- 1.15.2.1. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:
- 1.15.2.2. Written documentation of the findings.
- 1.15.2.3. Information on any verbal or written reports.
- 1.15.2.4. 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.
- 1.15.2.5. Information on the identification of any affected claims that have been discovered.
- 1.15.2.6. Any claims data associated with its report (in a mutually agreed upon format, if possible).
- 1.15.2.7. Any additional information as required by the Department.
- 1.15.3. 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.
- 1.15.3.1. **DELIVERABLE:** Completed Contractor Suspected Fraud Written Notice Form
- 1.15.3.2. **DUE:** Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.15.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
- 1.15.4.1. **DELIVERABLE:** Contractor Suspected Fraud Written Notice Revisions and Additional Information
- 1.15.4.2. **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.

1.16. Member Fraud

- 1.16.1. 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.
- 1.16.2. Upon identification or suspicion of possible Member Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.
 - 1.16.2.1. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.16.2.2. All verbal and written reports related to the suspected fraud.
 - 1.16.2.3. 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.
 - 1.16.2.4. Information on the identification of any affected claims that have been discovered.
 - 1.16.2.5. Any claims data associated with its report in a format agreed to by the Department.
 - 1.16.2.6. Any additional information as required by the Department.
- 1.16.3. 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.
 - 1.16.3.1. **DELIVERABLE:** Completed Contractor Suspected Fraud Written Notice Form
 - 1.16.3.2. **DUE:** Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.16.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department.
 - 1.16.4.1. **DELIVERABLE:** Contractor Suspected Fraud Written Notice Revisions and Additional Information
 - 1.16.4.2. **DUE:** Within three Business Days following the Department's request, unless the Department provides for a different period in its request.

1.17. Non-Solicitation of Department Employees

- 1.17.1. The Contractor shall not recruit any employee of the Department for employment with Contractor during the term of this Contract, except that Contractor may accept applications from Department employees that are submitted independently by the employee.

The Contractor shall notify the Department if it hires any former employee of the State of Colorado to perform any Work under this Contract. Contractor shall not permit former State of Colorado employees to perform the same work under the Contract that they performed for the State of Colorado, regardless of length of time former employee has been separated from the State of Colorado.

- 1.17.2. The Contractor shall not hire any of the Department's Senior Executive Team, Office Directors, Division Directors, or Section Managers for a period of six months following that individual's termination of employment from the Department without the express, written consent of the Department's Executive Director. In accordance with §24-18-201, C.R.S.,

Contractor shall also not hire any employee of the Department, regardless of position, who was directly involved with this Contract or the Work for a period of six months following that individual's termination of employment from the Department.

- 1.17.3. If the Contractor hires an employee or former employee of the Department in violation of this section, Contractor shall pay the Department an amount equal to 12 times the employee's monthly salary at the time of termination of their employment with the Department as liquidated damages. The parties agree that quantifying losses arising from Contractor's breach of this section is inherently difficult because they represent the direct and indirect costs of recruitment, training, and lost productivity related to replacing personnel, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, given the nature of the losses that may result from employee replacement.

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.
- 2.1.2. Contractor shall designate the following Key Personnel positions:
- 2.1.2.1. Administrator
- 2.1.2.2. The Administrator shall be responsible for all of the following:
- 2.1.2.3. Serving as Contractor's primary point of contact for the Department.
- 2.1.2.4. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all work.
- 2.1.2.4.1. Ensuring the timely submission and accuracy of all Deliverables submitted to the Department.
- 2.1.2.4.2. Overseeing all other Key Personnel and Other Personnel and ensuring proper staffing levels throughout the term of the Contract.
- 2.1.2.5. Case Management Supervisor(s)
- 2.1.2.6. The Contractor's Case Management Supervisor(s) shall meet all of the qualifications listed in 10 C.C.R. 2505-10, Section 8.393.1.L.1.d *et seq.*
- 2.1.3. Other Personnel
- 2.1.3.1. The Contractor shall have at least one (1) Case Manager and one (1) receptionist/clerical. Contractor shall have additional Case Manager(s) and Support Staff as necessary to complete the Work.
- 2.1.3.2. The Contractor's Case Manager(s) shall meet all of the qualifications listed in 10 C.C.R. 2505-10, Section 8.393.1.L.1.d *et seq.*
- 2.1.3.3. Contractor shall provide the Department with a final list of Key Personnel assigned to the Contract and appropriate contact information for those individuals.
- 2.1.3.3.1. **DELIVERABLE:** Key Personnel assigned to the Contract
- 2.1.3.3.2. **DUE:** Within five (5) Business Days after the Effective Date

- 2.1.3.4. The Contractor shall provide the Department with a final list of individuals assigned to the Contract and appropriate contact information for those individuals.
 - 2.1.3.4.1. **DELIVERABLE:** Final list of names of the individuals assigned to the Contract
 - 2.1.3.4.2. **DUE:** Within five (5) Business Days after the Effective Date
- 2.1.3.5. The Contractor shall update this list as needed to account for changes in the individuals assigned to the Contract.
 - 2.1.3.5.1. **DELIVERABLE:** Updated list of names of the individuals assigned to the Contract
 - 2.1.3.5.2. **DUE:** Within five (5) Business Days after changes to the individuals assigned to the Contract are identified by the Contractor.

2.1.4. **Background Checks**

- 2.1.4.1. The Contractor shall conduct background checks on all new applicants for positions in which direct care, as defined in section §26.3.1.101(3.5), C.R.S. will be provided to an at-risk adult, as defined in section §26-3.1-101 (1.5), C.R.S to include at a minimum a Colorado Bureau of Investigation check. On and after January 1, 2019, prior to employment, a Single Entry Point agency 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.
- 2.1.5. 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.
- 2.1.6. If any of the 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 the Contractor shall submit copies of such current licenses and certifications to the Department.
 - 2.1.6.1. **DELIVERABLE:** A copy of all current professional licensure and certification documentation as specified for Key Personnel or Other Personnel
 - 2.1.6.2. **DUE:** Within five (5) Business Days of receipt of updated licensure or upon request by the Department

2.2. **Personnel Availability**

- 2.2.1. The 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. The Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.
- 2.2.2. The Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between the Contractor and the Department, unless the Department has granted prior written approval otherwise.
- 2.2.3. The Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and the Contractor have the authority to represent and

commit the Contractor regarding work planning, problem resolution and program development.

- 2.2.4. At the Department's direction, the 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.
- 2.2.5. All of the Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall be physically present at the location of the meeting, unless the Department provides telephone or video conferencing capabilities. If the Contractor has any personnel attend by telephone or video conference, the Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.
- 2.2.6. The Contractor shall respond to all telephone calls, voicemails, and emails two (2) Business Days of receipt by the Contractor, unless the situation is identified as urgent by the Department. For situations identified as urgent by the Department, the Contractor must respond to the Department the same business day but no later than twenty-four (24) hours following the request.

2.3. **Other Personnel Responsibilities**

- 2.3.1. The 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 the Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, the 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.
- 2.3.2. The Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. The Contractor shall provide all necessary training to its Other Personnel, except for Department provided training specifically described in this Contract.
- 2.3.3. The 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:
- 2.3.3.1. The Contractor shall not subcontract more than forty (40%) percent of the Work. In this instance this requirement shall not apply to any Subcontractor that is substantially owned by the contractor.
- 2.3.3.2. The Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.
- 2.3.3.2.1. **DELIVERABLE:** Name of each Subcontractor and items on which each Subcontractor will work
- 2.3.3.2.2. **DUE:** Within five (5) Business Days after the Effective Date. The later of thirty (30) days prior to the subcontractor beginning work or the Effective Date.
- 2.3.3.3. The Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

3. **INFORMATION TECHNOLOGY RELATED REQUIREMENTS**

3.1. **Protection of System Data**

- 3.1.1. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Records by the State or its agents in connection with Contractor's performance under the Contract, Contractor shall protect all State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.
- 3.1.2. For the avoidance of doubt, the terms of this Exhibit shall apply to the extent that any of the following statements is true in regard to Contractor access, use, or disclosure of State Records:
 - 3.1.2.1. Contractor provides physical or logical storage of State Records;
 - 3.1.2.2. Contractor creates, uses, processes, discloses, transmits, or disposes of State Records;
 - 3.1.2.3. Contractor is otherwise given physical or logical access to State Records in order to perform Contractor's obligations under this Contract.
- 3.1.3. Contractor shall, and shall cause its Subcontractors, to do all of the following:
 - 3.1.3.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
 - 3.1.3.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
 - 3.1.3.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - 3.1.3.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - 3.1.3.5. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").
 - 3.1.3.6. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies.
- 3.1.4. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- 3.1.5. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.
 - 3.1.5.1. Contractor will provide notice to the Security and Compliance Representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any

decisions not to take action in response to negative information revealed by a background check.

- 3.1.5.2. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

3.2. **Data Handling**

- 3.2.1. The State, in its sole discretion, may securely deliver State Records directly to the facility where such data is used to perform the Work. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
- 3.2.2. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- 3.2.3. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days of the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legislation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore.
- 3.2.4. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

EXHIBIT G-1, SUPPLEMENTAL PROVISIONS FOR FEDERAL AWARDS

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

1) Federal Award Identification

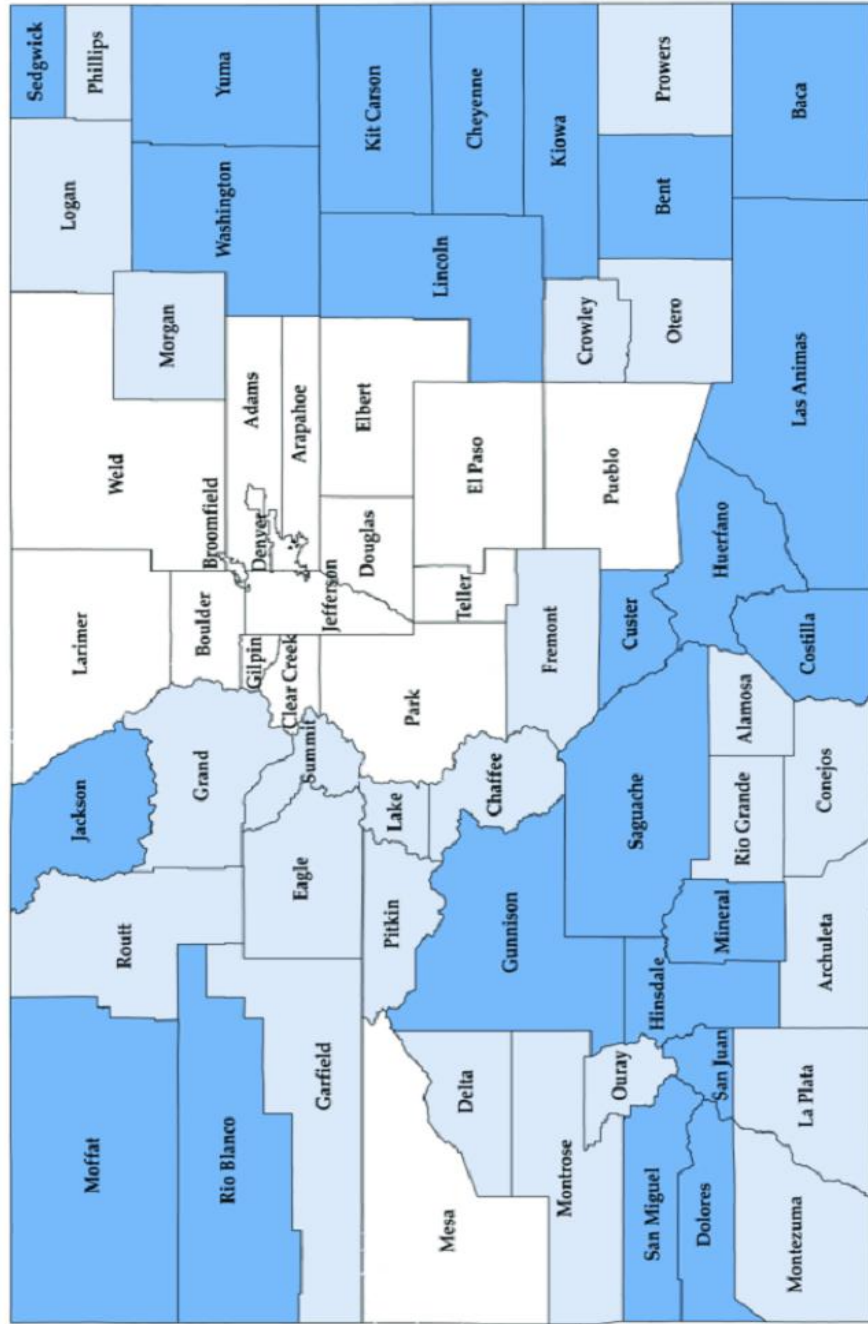
- i. Subrecipient: Rocky Mountain Human Services
- ii. Subrecipient Data Universal Numbering System (DUNS) Number: 556300317
- iii. The Federal Award Identification Number (FAIN):
Appropriation 275 - 1805CO5ADM and 1805CO5MAP
Appropriation 157 – 1805CO5ADM
- iv. The Federal award date is July 1, 2021;
- v. The subaward period of performance start date is July 1, 2021 and the end date is June 30, 2022;
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal Funds Obligated by this Contract	Total Amount of Federal Funds Obligated to the Subrecipient	Total Amount of the Federal Award by Appropriation
	TBD-Rate Methodology	TBD-Rate Methodology	TBD-Rate Methodology

- vii. Federal award project description: To serve as a Single Entry Point (SEP) Agency within a local area where a current or potential long-term care client can obtain long-term care information, screening, assessment of need, and referral to appropriate long-term care program and case management services for all Coloradoans within their designated district.
- viii. The name of the Federal awarding agency is the United States Department of Health and Human Services (HHS) the name of the pass-through entity is the Colorado Department of Health Care Policy & Financing (HCPF); and the contact information for the awarding official is Sarah McDonnell, SEP Contract Manager, Office of Community Living, 1570 Grant Street, Denver, CO 80203, sarah.mcdonnell@state.co.us, 303-866-3615.
- ix. The Catalog of Federal Domestic Assistance (CFDA) number is 93.778, the name is Medical Assistance Program, and the dollar amount is TOTAL FEDERAL FUNDS OBLIGATED
- x. This award is not for research & development.

EXHIBIT H-1, COLORADO COUNTY DESIGNATIONS

Colorado: County Designations, 2021



County Classifications

- Urban (17)
- Rural (24)
- Frontier (23)
- Rural areas of Urban Counties (approximate)



Data Source Information:
 Site addresses were collected and
 geocoded by the State Office of
 Rural Health, current as of
 January 2016.