CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	**Original Contract Number** 20-134771
Contractor Rocky Mountain Human Services	**Amendment Contract Number** 20-134771A2
Current Contract Maximum Amount Initial Term State Programs State Fiscal Year 2019-20: $23,302,027.00 Medicaid Programs State Fiscal Year 2019-20: $5,830,152.00 Extension Terms State Programs State Fiscal Year 2020-21 $19,934,432.00 Medicaid Programs State Fiscal Year 2020-21 $8,240,237.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $57,306,848.00	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2020 **Current Contract Expiration Date** June 30, 2021

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Rocky Mountain Human Services DocuSigned by: Shari Repinski A92BF70D616B4CF... By: Shari Repinski, Executive Director Date: 6/4/2020	**STATE OF COLORADO** **Jared S. Polis, Governor** Department of Health Care Policy and Financing Kim Bimestefer, Executive Director DocuSigned by: K Bim 0B6A84797EA8493... By: Kim Bimestefer, Executive Director Date: 6/24/2020

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: Greg Tanner
D400B1881F154C3...
By:_____
Greg Tanner, Controller: Department of Health Care Policy and Financing

Amendment Effective Date: 6/25/2020

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 and shall terminate on the termination of the Contract.

4. PURPOSE

The purpose of this Contract is to provide administrative activities for specific Home and Community Based Services waivers and operating three State General Funded programs. The purpose of this Amendment is to renew the Contract for SFY 2020-21, expand Fee for Service and deliverable reimbursement compensation, to clarify contractual requirements, and the removal of Exhibit E, Information Technology Provisions.

5. MODIFICATIONS

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

A. Exhibit A, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit A-1, Statement of Work, attached hereto and incorporated by reference into the Contract. All references within this Contract to Exhibit A shall now be deemed to reference Exhibit A-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 A-1, STATEMENT OF WORK

1. TERMINOLOGY

1.1. In addition to the terms defined in §3 of this Contract, acronyms and abbreviations are defined at their first occurrence in this Exhibit A-2, Statement of Work. the following list of terms shall be construed and interpreted as follows:

1.1.1. Acronyms, abbreviations and other terminology are defined at their first occurrence in this Contract. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

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

1.1.1.2. Business Day - Any day in which the Department is open and conducting business, but shall not include weekend days or any day on which the Department observes one of the following holidays:

1.1.1.2.1. New Year's Day.

1.1.1.2.2. Martin Luther King, Jr. Day.

1.1.1.2.3. Washington-Lincoln Day (also referred to as President's Day).

1.1.1.2.4. Memorial Day.

1.1.1.2.5. Independence Day.

1.1.1.2.6. Labor Day.

1.1.1.2.7. Columbus Day.

1.1.1.2.8. Veterans' Day.

1.1.1.2.9. Thanksgiving Day.

1.1.1.2.10. Christmas Day.

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

1.1.1.4. Case Management - The assessment of an individual receiving long-term services and supports' needs, the development and implementation of a support plan for such individual, referral and related activities, the coordination and monitoring of long-term service delivery, the evaluation of service effectiveness, and the periodic reassessment of such individual's needs. Case Management under this Contract is for the State General Funded programs only and is funded with State General Funds.

1.1.1.5. 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.

1.1.1.6. Case Manager – A person who provides case management services and meets all regulatory requirements for case manager.

1.1.1.7. Children's Extensive Support Waiver (HCBS-CES) - The Home and Community-Based Services Children's Extensive Support waiver supports children with an intellectual and developmental disability or developmental delay and their families by providing services and supports that will help children remain in their community and avoid institutional placement.

1.1.1.8. Children's Habilitation Residential Program Waiver (HCBS-CHRP) – The Home and Community Based Services Children's Habilitation Residential Program Waiver provides residential services and supports for children and youth, age birth through 20 years, with an intellectual and developmental disability or developmental delay and very high needs. Their needs for support put them at risk for institutional care. Waiver services help children and youth learn and maintain skills needed to live in their communities.

1.1.1.9. Client - Any individual eligible for the Colorado Medicaid program or State Programs identified in this Contract, as Determined by the Department.

1.1.1.10. Closeout Period - The period beginning on the earlier of ninety (90) calendar days prior to the end of the last renewal year of the Contract or notice by the Department of non-renewal and ending on the day that the Department has accepted the final deliverable for the Closeout Period and has determined that the final transition is complete.

1.1.1.11. Centers for Medicare and Medicaid Services (CMS) – The Federal Centers for Medicare and Medicaid Services.

1.1.1.12. Colorado Open Records Act (CORA) – The Colorado Open Records Act, C.R.S. §24-72-200.1 *et. Seq.*

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

1.1.1.14. Community Centered Board (CCB) - A private corporation, for-profit or not-for profit, that is designated pursuant to section 25.5-10-209.

1.1.1.15. 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, transparency, State SLS and OBRA-SS program requirements, State SLS and OBRA-SS program subcontractors, administrative case management functions. Complaints received outside of the scope of this Contract shall not be included.

1.1.1.16. Contract – The Contract, including all attached Exhibits, all documents incorporated by reference, all referenced statues, rules, and cited authorities, and any future modifications thereto, that are entered into as a result of this Contract.

1.1.1.17. 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

1.1.1.18. 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.

1.1.1.19. 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.

1.1.1.20. 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

1.1.1.21. 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.

1.1.1.22. 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.

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

1.1.1.24. Developmental Delay Determination - A child meets one or more of the following: A child who is less than five (5) years of age at risk of having a developmental disability because of the presence of one or more conditions identified in 10 C.C.R 2505-10 Section 8.600.4.

1.1.1.25. Developmental Disability Determination (DD Determination) – A disability that: A. Is manifested before the person reaches twenty-two (22) years of age; B. Constitutes a substantial disability to the affected individual, as demonstrated by the criteria identified in 10 C.C.R 2505-10 Section 8.600.4.

1.1.1.26. Developmental Disabilities Waiver (HCBS-DD) - The Home and Community-Based Services Waiver for Persons with Developmental Disabilities (DD) provides access to 24-hour, seven days a week supervision through Residential Habilitation and Day Habilitation Services and Supports.

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

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

1.1.1.29. Family Support Services Program (FSSP) - The Family Support Services Program (FSSP) provides support for families who have individuals with developmental disabilities or delays with costs that are beyond those normally experienced by other families.

1.1.1.30. Financial Eligibility - The eligibility criteria for a publicly funded program, based on the individual's financial circumstances, including income and resources, if applicable.

1.1.1.31. Health First Colorado – Colorado's Medicaid Program.

1.1.1.32. HIPAA - The Health Insurance Portability and Accountability Act of 1996, as amended.

1.1.1.33. 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).

1.1.1.34. Human Rights Committee – A third party mechanism to adequately safeguard the legal rights of persons receiving services by participating in the granting of informed consent, monitoring the suspensions of rights, monitoring behavioral developmental programs, monitoring of psychotropic medications, and reviewing investigations of allegations of mistreatment of persons with intellectual and developmental disabilities.

1.1.1.35. Intake and Referral - The initial contact with individuals and shall include, but not limited to, a preliminary screening in the following areas: an individual's need for long term services and supports; an individual's need for referral to other programs or services; an individual's eligibility for financial and program assistance; and the need for a Level of Care Evaluation of the individual seeking services.

1.1.1.36. Investigation - A procedure completed after an allegation of abuse, neglect and/or exploitation, is defined as a formal administrative review and systemic assessment of the agency's policies and practices and the waiver participant's services and supports to ensure immediate and on-going health and welfare. All investigations are completed using the specified investigation procedures required by this Contract. However, such procedures must not be used in lieu of investigations required by law or which may result from action initiated pursuant to section 19-10-103, C.R.S., (Colorado Children's Code), Section 18-8-115, C.R.S., (Colorado Criminal Code - Duty To Report A Crime), and Section 26-3.1-102, C.R.S., (Social Services Code - Protective Services).

1.1.1.37. Key Personnel - Includes Executive Director, Chief Financial Officer, Licensed Medical Professional, Contract Lead, and Case Management Director.

1.1.1.38. Level of Care Determination - Determining eligibility of an individual for a Long-Term Services and Supports (LTSS) program and determined by a Community Centered Board.

1.1.1.39. Level of Care Evaluation - A comprehensive evaluation with the individual seeking services and others chosen by the individual to participate and an evaluation by the case manager utilizing the Department prescribed tool, with supporting diagnostic information from the individual's medical provider, and to determine the

individual's level of functioning for admission or continued stay in certain Long-Term Services and Supports (LTSS) programs.

1.1.1.40. Long-Term Services and Supports (LTSS) - the services and supports used by individuals 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.

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

1.1.1.42. Monitoring – A role of Case Managers to ensure that members get the authorized services in accordance with their support plan, to include, but not limited to monitoring quality of services and supports provided to Members enrolled in a State General Funded program.

1.1.1.43. Omnibus Reconciliation Act of 1987 Specialized Services Program (OBRA-SS) - Any service or support recommended by an individualized Level II determination that a particular nursing facility resident requires due to mental illness, intellectual disability or related condition, that supplements the scope of services that the facility must provide under reimbursement as nursing facility services.

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

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

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

1.1.1.47. Professional Medical Information Page (PMIP) - The medical information document signed by a licensed medical professional used as a component of the level of care evaluation to determine the client's need for LTSS program.

1.1.1.48. Pre-Admission Screening and Resident Review (PASRR) - The review that occurs for all client's seeking admission to a Medicaid nursing facility to screen the client for evidence of serious mental illness and/or intellectual and developmental disabilities ore related conditions. The review determines whether the client needs the level of services that a nursing facility provider and whether clients who need nursing facility services also need specialized services.

1.1.1.49. 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.

1.1.1.50. 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 C.F.R. Sections 441.301 and 441.302.

1.1.1.51. 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 on June 30.

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

1.1.1.53. Service Area – Designated distinct geographical area determined by the Department where the Community Centered Board is authorized to provide administrative activities and State General Fund programs.

1.1.1.54. State Intellectual Disability Authority (SIDA) – The person authorized by the Department to review PASRR Level II Evaluations and approve or deny a nursing facility admission for individuals with intellectual and developmental disabilities. SIDA issues the Letter of Determination to the nursing facility.

1.1.1.55. Support Need Level Assessment - The standardized assessment tool to identify and measure the practical support requirements for HCBS-CHRP waiver participants.

1.1.1.56. Supported Living Services Waiver (HBCS-SLS) - The Home and Community-Based Supported Living Services waiver provides necessary services and supports for adult individuals with intellectual or developmental disabilities, so they can remain in their homes and communities with minimal impact to individuals' community and social supports.

1.1.1.57. State Supported Living Services (State-SLS) - The State Funded Supported Living Services (State-SLS) program is funded through an allocation from the Colorado General Assembly. The State SLS program is designed to provide supports to individuals with demonstrated needs in order to remain in their community. The State SLS program shall not duplicate Home and Community Based services for those who are currently eligible.

1.1.1.58. Surcharge - Any additional amount added by the Contractor, over and above the rate charged by the subcontractor to the Contractor, which would be shown on an individual's service plan or on encounter data service rates submitted to the Department.

1.1.1.59. Waiting List - A list of otherwise eligible individuals established to manage selection of individuals' entrance into the waiver or State General Fund programs until approved capacity and funding become available.

2. CONTRACTOR'S GENERAL REQUIREMENTS

2.1. The Department will contract with only one (1) organization for the Service Area designated in Section 2.2, 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.

2.2. Community Centered Board Designation

2.2.1. Subject to available appropriations, the Department shall provide or purchase authorized services and supports for individuals with intellectual and developmental disabilities pursuant to §25.5-10-206, C.R.S. by contracting with the Contractor as the

Community Centered Board (CCB) under §25.5-10-209, C.R.S. and have the Contractor purchase or provide services for eligible persons under the provisions of §25.5-10-211et seq., C.R.S. In accordance with applicable statutes and rules, the Contractor, has been designated as the Community Centered Board serving City and County of Denver.

2.3. 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.

2.4. 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.

2.5. 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.

2.6. The Contractor shall maintain complete and detailed records of all meetings, presentations, 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.

2.7. Deliverables

2.7.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.

2.7.2. All Deliverables shall be submitted to the Department by close of business on the due date determined by the Department.

2.7.3. 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:

2.7.3.1. Gather and document requirements for the Deliverable.

2.7.3.2. Create a draft in the Department-approved format for the individual Deliverable.

2.7.3.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:

2.7.3.3.1. Readability.

2.7.3.3.2. Spelling.

2.7.3.3.3. Grammar.

2.7.3.3.4. Completion.

2.7.3.3.5. Adhere to all required templates or development of templates.

2.7.4. The Department will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes and resubmit the Deliverable within the timeframe determined by the Department.

2.7.5. 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.

2.7.6. 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.

2.7.7. 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.

2.7.8. 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.

2.7.9. 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.

2.7.10. 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.

2.7.11. 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.

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

2.8. Stated Deliverables and Performance Standards

2.8.1. 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.

2.9. Communication with the Department

2.9.1. 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.

2.9.2. 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:

2.9.2.1. The date the transmittal will be effective.

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

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

2.9.2.4. The name of the Department employee who has been designated to sign transmittals.

2.9.2.4.1. 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.

2.9.3. 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.

2.9.4. 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.

2.9.5. 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.

2.9.6. 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.

2.9.7. 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.

2.9.8. The Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.

2.10. Client and Member Engagement

2.10.1. Person and Family Centered Approach

2.10.1.1. The Contractor shall actively engage Members in their health and well-being by demonstrating the following:

2.10.1.1.1. Responsiveness to Member and family/caregiver needs by incorporating best practices in communication and cultural responsiveness in service delivery.

2.10.1.1.2. Utilization of various tools to communicate clearly and concisely.

2.10.1.1.3. 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.

2.10.2. Cultural Responsiveness

2.10.2.1. 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.

2.10.2.2. 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.

2.10.2.2.1. Readily accessible is defined as electronic information and services that comply with modern accessibility standards, such as Section 508 of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act.

2.10.3. Language Assistance Services

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

2.10.3.2. The Contractor shall make oral interpretation available in all languages.

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

2.10.3.4. The Contractor shall not use family and friends to provide interpretation services unless requested by the Client or Member.

2.10.3.5. 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.

2.10.3.6. 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:

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

2.10.3.6.2. 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.

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

2.10.4. Written Materials for Clients and Members

2.10.4.1. The Contractor shall ensure that all written materials created for distribution to Clients and Members meet all noticing requirements of 45 C.F.R. Part 92.

2.10.4.2. The Contractor shall ensure that all written materials created for distribution to Clients and Members are culturally and linguistically appropriate to the recipient.

2.10.4.3. The Contractor shall write all materials in easy to understand language.

2.10.5. Client and Member Communication

2.10.5.1. The Contractor shall maintain consistent communication, both proactive and responsive, with all Clients and Members.

2.10.5.2. The Contractor shall assist any Client or Member who contacts the Contractor, including Clients and Members not in the Contractor's Region/District/Service Area, who need assistance contacting their SEP, CMA, RAE, or other agencies.

2.10.6. Client and Member Rights

2.10.6.1. 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.

2.10.6.2. The Contractor shall provide information to Clients and Members regarding their rights that include, but are not limited to:

2.10.6.2.1. The right to be treated with respect and due consideration for their dignity and privacy.

2.10.6.2.2. The right to participate in decisions regarding their services.

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2.10.6.2.3. The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.

2.10.6.2.4. The right to request and receive a copy of their records.

2.10.6.2.5. The right to obtain available and accessible services under the Contract.

2.10.6.3. The Contractor shall post and distribute rights to individuals, including but not limited to:

2.10.6.3.1. Clients/Members.

2.10.6.3.2. Client's/Member's families.

2.10.6.3.3. Providers.

2.10.6.3.4. Case workers.

2.11. Community Outreach

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

2.11.1.1. How the Contractor plans to utilize existing social networks and natural sources of support in their designated service area;

2.11.1.2. How the Contractor plans to utilize state-funded services and supports administered at the local level;

2.11.1.3. How the Contractor plans to collaborate with and seek input from the community, members receiving or waiting to receive services, and service agencies under contract with the Contractor.

2.11.2. The Contractor shall submit the Community Outreach Plan to the Department for review, approval, and payment.

2.11.2.1. DELIVERABLE: Community Outreach Plan

2.11.2.2. DUE: August 15th

2.12. Operations Guide

2.12.1. Contractor shall not engage in any Work under the Contract, other than the Work described in this Section 2.12 and 2.13, 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.

2.12.2. The Contractor shall create and implement an Operations Guide. The Operations Guide shall include the creation and management of the following:

2.12.2.1. Communication Plan.

2.12.2.2. Business Continuity Plan.

2.12.2.3. Long-Range Plan.

2.12.2.4. Closeout Plan.

2.12.3. The Contractor shall submit the Operations Guide to the Department for review, approval, and payment.

2.12.3.1. DELIVERABLE: Operations Guide

2.12.3.2. DUE: Within forty-five (45) Business Days after the Effective Date

2.12.4. 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.

2.12.4.1. DELIVERABLE: Annual Operations Guide Update and Summary

2.12.4.2. DUE: Annually, by August 15th of each year

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

2.12.6. Communication Plan with Members, Providers, and Other Entities

2.12.6.1. The Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:

2.12.6.1.1. 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.

2.12.6.1.2. 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.

2.12.6.1.3. The specific means of immediate communication with Members and a method for accelerating the internal approval and communication process to address urgent communications or crisis situations.

2.12.6.1.4. 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.

2.12.6.1.5. A listing of the following individuals within the Contractor's organization, including cell phone numbers and email addresses:

2.12.6.1.5.1. An individual who is authorized to speak on the record regarding the Work, the Contract or any issues that arise that are related to the Work.

2.12.6.1.5.2. An individual who is responsible for any website or marketing related to the Work.

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2.12.6.1.5.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.

2.12.7. Business Continuity Plan

2.12.7.1. The Contractor shall create a Business Continuity Plan that the Contractor will follow in order to continue operations after a Disaster or a Business Interruption. The Business Continuity Plan shall include, but is not limited to, all of the following:

2.12.7.1.1. 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.

2.12.7.1.2. How the Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.

2.12.7.1.2.1. In the event of a Disaster, the plan shall also include how the Contractor will make all information available at its back-up facilities.

2.12.7.1.3. 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, off-site location.

2.12.7.1.4. How the Contractor will comply with the disaster recovery standards described in Section 2.16.

2.12.7.1.5. How the Contractor will minimize the effects on Members of any Business Interruption.

2.12.7.1.6. 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.

2.12.7.1.7. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.

2.12.7.1.8. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.

2.12.8. Long-Range Plan

2.12.8.1. The Contractor shall create a long-range plan, or strategic plan, for its designated service area pursuant to 10 C.C.R. 2505-10, Section 8.601.1 (c). The long-range plan shall include, but not be limited to:

2.12.8.1.1. A summary of the agency's administrative or case management accomplishments.

2.12.8.1.2. A summary of the needs determination to include identified needs of eligible persons in the designated service area and a plan to address those needs.

2.12.8.1.3. A summary of the local area issues impacting or expected to impact the designated service area and a plan to address those issues.

2.12.8.1.4. A summary of how public input was obtained/sought for the development of the long-range plan or annual update.

2.12.8.2. The Long-Range Plan must include updates from the previous year's plan.

2.12.9. Closeout Plan

2.12.9.1. 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. The Closeout Plan shall include, but is not limited to, all of the following:

2.12.9.1.1. Transfer of Members

2.12.9.1.2. Transfer of documentation to include all electronic and physical documentation

2.12.9.1.3. Transfer of all member records through the Department Case Management Systems

2.12.9.1.4. Transfer of services

2.12.9.1.5. Transfer of Case Management Services

2.12.9.2. The Closeout Plan shall also designate an individual to act as a closeout coordinator who will ensure that all requirements, steps, timelines, milestones, and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on Members and the Department.

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

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

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

2.13. Closeout Period

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

2.13.1.1. Implement the most recent Closeout Plan or Closeout Plan Update as approved by the Department in the Operations Guide, as described herein and complete all steps, Deliverables and milestones contained in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.

2.13.1.2. Provide to the Department, or any other contractor at the Department's direction, all reports, data, systems, Deliverables and other information reasonably necessary for a transition as determined by the Department or included in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.

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2.13.1.3. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.

2.13.1.4. Notify any Subcontractors and/or providers of the termination of the Contract, as directed by the Department.

2.13.1.5. Notify all members that the Contractor will no longer be a Community Centered Board 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.

2.13.1.5.1. DELIVERABLE: Member Notifications

2.13.1.5.2. DUE: Thirty (30) days prior to termination of the Contract

2.13.1.6. Continue meeting each requirement of the Contract as described in the Department-approved and updated Closeout Plan, or until the Department determines that specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when any specific requirement is being performed by the Department or another contractor and will notify the Contractor of this determination for that requirement.

2.13.1.7. The Closeout Period may extend past the termination of the Contract. The Department will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Period. If Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.

2.14. Performance Reviews

2.14.1. 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.

2.14.2. 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.

2.14.3. 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.

2.14.4. The Contractor shall provide all documentation requested by the Department, to complete the performance review, using the Department’s identified process within ten (10) Business Days of the Department’s request. All documentation must be compiled in the Department’s prescribed manner.

2.14.5. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract, or after termination of the Contract for any reason.

2.14.6. The Department may make the results of any performance reviews or evaluations available to the public, or may publicly post the results of any performance reviews or evaluations.

2.14.7. The Department may recoup funding as a result of any performance review or evaluation where payment was rendered for services not complete or not in alignment with federal and state regulations or this Contract.

2.15. Renewal Options and Extensions

2.15.1. The Department may, within its sole discretion, choose to not exercise any renewal option in the Contract for any reason. If the Department chooses to not exercise an option, it may reprocure the performance of the Work in its sole discretion.

2.15.2. The Parties may amend the Contract to extend beyond five (5) 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.

2.16. Department System Access

2.16.1. 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.

2.16.2. 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.

2.17. State of Colorado Information Technology Requirements

2.17.1. Protection of System Data

2.17.1.1. 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.

2.17.1.2. 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:

2.17.1.2.1. Contractor provides physical or logical storage of State Records;

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

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

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

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

2.17.1.3.2. 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.

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

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

2.17.1.3.5. 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").

2.17.1.3.6. Comply with rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT") pursuant to §24-37.5-401 through 406, C.R.S and 8 C.C.R §1501-5 as posted at www.oit.state.co.us/about/policies.

2.17.1.4. 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.

2.17.1.5. 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.

2.17.1.5.1. 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.

2.17.1.5.2. 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

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background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

2.17.2. Data Handling

2.17.2.1. 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.

2.17.2.2. 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.

2.17.2.3. 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.

2.17.2.4. 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.

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

2.18.1. 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

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to coordinate care and better serve Department enrollees. As applicable, the communications shall address partnerships with:

2.18.1.1. Regional Accountable Entities (RAE)

2.18.1.1.1. The RAE is responsible for promoting physical and behavioral health. The RAE promotes the population's health and functioning, coordinates care across disparate providers, interfaces with LTSS providers, and collaborates social, educational, justice, recreational, and housing agencies to foster healthy communities and address complex needs that span multiple agencies and jurisdictions. The RAE manages a network of primary care physical health providers and behavioral health providers to ensure access to appropriate care for Medicaid Clients.

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

2.18.1.1.3. 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:

2.18.1.1.3.1. 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.

2.18.1.1.3.2. 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.

2.18.1.1.3.3. Sharing of all information necessary for the RAE to assist Clients or Members in accessing and coordinating physical and behavioral health needs.

2.18.1.1.4. The Contractor shall honor Clients' or Members' preferences for case management and care coordination, when applicable, while ensuring collaboration with the RAE occurs.

2.18.1.2. Single Entry Point Agencies and Case Management Agencies

2.18.1.2.1. Single Entry Points (SEPs) are the agencies selected to provide intake, screening, referral, Functional Eligibility Assessment, and case management functions for persons in need of or receiving LTSS within a Single Entry Point District. Case Management Agencies (CMAs) are public or private not-for-profit or for-profit agency that meets all applicable state and federal requirements and is certified by the Department to provide case management services for specific Home and Community Based Services waivers pursuant to section 25.5-10-209.5, C.R.S. and pursuant to a provider participation agreement with the state department.

2.18.1.2.1.1. The Contractor shall collaborate with SEPs and CMAs, this may include, but is not limited to:

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2.18.1.2.1.1.1. Coordinating the transfer of Members switching to or from an HCBS waiver.

2.18.1.2.1.1.2. Connecting Clients or Members to the appropriate SEP or CMA, determined by the Client's or Member's needs and preferences.

2.18.1.2.1.1.3. Sharing information necessary for the SEP and/or CMA to assist Clients in accessing LTSS programs targeted for Clients with I/DD.

2.18.1.2.1.1.4. Coordinating the receipt of LTSS when a Member is enrolled in an HCBS waiver not targeted for members with I/DD.

2.19. Transparency

2.19.1. Board of Director Changes

2.19.1.1. The Contractor shall notify the Department in writing of any changes to the Board of Directors within ten (10) Business Days.

2.19.2. Annual Financial Audit

2.19.2.1. The Contractor shall submit a copy of the Annual Financial Audit Report to the Department.

2.19.2.1.1. DELIVERABLE: Annual Financial Audit Report

2.19.2.1.2. DUE: No later than thirty (30) calendar days following the acceptance of the audit by the Contractor's Board of Directors.

2.19.3. IRS Form 990

2.19.3.1. The Contractor shall submit a copy of the Form 990 the Contractor filed with the Federal Internal Revenue Service to the Department, if applicable.

2.19.3.1.1. DELIVERABLE: IRS Form 990

2.19.3.1.2. DUE: No later than thirty (30) calendar days following the Contractor's filing of the form with the Internal Revenue Service.

2.20. Provider Fraud

2.20.1. 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.

2.20.2. Upon identification or suspicion of possible Provider Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.

2.20.2.1. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:

2.20.2.1.1. Written documentation of the findings.

2.20.2.1.2. Information on any verbal or written reports.

2.20.2.1.3. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, in a format agreed to by the Department.

2.20.2.1.4. Information on the identification of any affected claims that have been discovered.

2.20.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).

2.20.2.1.6. Any additional information as required by the Department.

2.20.3. 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.

2.20.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form

2.20.3.2. DUE: Within three (3) Business Days following the initial discovery of the Fraud or suspected Fraud

2.20.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.

2.20.4.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information

2.20.4.2. DUE: Within three (3) Business Days following the Department's or the MFCU's request, unless the Department or MFCU provides for a different period in its request.

2.21. Member Fraud

2.21.1. 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.

2.21.2. Upon identification or suspicion of possible Member Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.

2.21.2.1. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:

2.21.2.1.1. All verbal and written reports related to the suspected fraud.

2.21.2.1.2. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, and the Member's State ID number, and Member's date of birth if applicable.

2.21.2.1.3. Information on the identification of any affected claims that have been discovered.

2.21.2.1.4. Any claims data associated with its report in a format agreed to by the Department.

2.21.2.1.5. Any additional information as required by the Department.

2.21.3. 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.

2.21.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form

2.21.3.2. DUE: Within three (3) Business Days following the initial discovery of the Fraud or suspected Fraud

2.21.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department.

2.21.4.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information

2.21.4.2. DUE: Within three (3) Business Days following the Department's request, unless the Department provides for a different period in its request

3. CONTRACTOR PERSONNEL

3.1. Personnel General Requirements

3.1.1. Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract.

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

3.1.2.1. DELIVERABLE: Final list of Key Personnel

3.1.2.2. DUE: Annually, by July 15th of each year

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

3.1.3.1. DELIVERABLE: Updated list of Key Personnel

3.1.3.2. DUE: Within ten (10) Business Days of the any change to Key Personnel

3.2. Key Personnel

3.2.1. Contractor shall designate people to hold the following Key Personnel positions:

3.2.1.1. Executive Director

3.2.1.2. Licensed Medical Professional

3.2.1.3. Chief Financial Officer

3.2.1.4. Case Management Director

3.2.1.5. Contract Lead

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

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

3.2.1.5.1.2. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all work.

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

3.3. Personnel Availability

3.3.1. Contractor shall ensure Key Personnel and Other Personnel assigned to the Contract are available for meetings with the Department during the Department's normal business hours, as determined by the Department. Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.

3.3.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.

3.3.3. Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.

3.3.4. 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.

3.3.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall be present at the meeting or attend by telephone or video conference, unless the Department gives prior, written permission. If Contractor has any personnel attend by telephone or video conference, Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.

3.3.6. The Contractor shall respond to all telephone calls, voicemails, and emails from the Department within 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.

3.4. Other Personnel Responsibilities

3.4.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the Department.

3.4.2. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.

3.4.3. The Contractor shall employ or contract with a licensed medical professional who will be available for consultation regarding Long Term Home Health (LTHH) PARs for Clients.

3.4.4. Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:

3.4.4.1. Contractor shall not subcontract more than forty percent (40%) of the Work.

3.4.4.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.

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

3.4.4.2.2. DUE: Annually, by July 15th of each year

3.4.4.3. Contractor shall notify the Department of any changes to Subcontractors within ten (10) business days of the change.

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

3.5. Background Checks

3.5.1. The Contractor shall conduct background checks on all new applicants considered for employment.

3.5.2. Background checks under Section 3.5. shall be conducted by a third-party and shall include, at a minimum, a comprehensive check into the applicant's criminal history.

3.5.3. Beginning on and after January 1, 2019, prior to hiring or contracting with an employee who will provide direct care to an at-risk adult, the Contractor shall request a Colorado Adult Protective Services (CAPS) background check from the Colorado Department of Human Services data system. The CAPS background check shall be used to determine if the potential employee is implicated in a case of mistreatment of an at-risk adult.

3.5.4. 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 maintain copies of such current licenses and certifications and provide them to the Department upon request.

4. GENERAL BUSINESS FUNCTIONS

4.1. Business Functions

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

4.1.1.1. Providing access to its facilities for clients, 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 who need assistance or consultation outside regular business office hours. The Contractor shall provide

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emergency contact information to the Department for Key Personnel, when posted hours of operation do not follow a standard Monday through Friday schedule.

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

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

4.1.1.4. Providing a person-centered business approach seeking to accommodate Client requests.

4.1.1.5. Following communication direction 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.

4.1.1.6. Facilitating the Medicaid application process and responding to all referrals of potentially eligible Clients within Department prescribed timeframes.

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

4.2. Complaints and Grievances

4.2.1. 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, transparency, State SLS, OBRA-SS, and administrative 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.

4.2.2. The Contractor shall analyze complaints for trends and shall submit all trends observed throughout the Fiscal Year and the remedial actions taken to address them to the Department.

4.2.3. Trend analysis may include an examination of information including but not limited to:

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

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

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

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

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

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

4.2.4. As part of the complaint process the Contractor shall:

4.2.4.1. Document complaints received.

4.2.4.2. Address substantiated complaints.

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

4.2.4.4. Conduct quarterly trend analyses of all complaints received for the full period of the contract.

4.2.4.5. 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.

4.2.4.6. The Contractor shall submit the Complaint Trends Analysis to the Department for review, approval, and payment.

4.2.4.6.1. DELIVERABLE: Complaint Trends Analysis

4.2.4.6.2. DUE: Quarterly, by October 31st, January 31st, April 30th and June 30th of each year or the Fiscal Year end close date determined by the Department

4.3. Critical Incident Reports

4.3.1. The Contractor shall:

4.3.1.1. Report critical incidents in the Department prescribed system as soon as possible, but no later than twenty-four (24) hours (one business day) following notification.

4.3.1.2. Ensure all suspected incidents of mistreatment, abuse, neglect, and exploitation are immediately reported consistent with statute; §19-10-103, C.R.S. Colorado Children's Code, §18-8-115 C.R.S. (Colorado Criminal Code- Duty to Report a Crime), §18-6.5-108 C.R.S. (Colorado Criminal Code- Wrongs to At-Risk Adults) and §26-3.1-102, C.R.S. (Social Services Code-Protective Services).

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

4.3.1.4. 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.

4.4. Critical Incident Trend Analysis

4.4.1. The Contractor shall review and analyze all critical incidents for HCBS-DD, HCBS-SLS, HCBS-CES, HCBS-CHRP, State SLS, and OBRA-SS to identify trends and problematic practices and documenting appropriate action.

4.4.2. The Critical Incident Trend Analysis shall include an examination of information including but not limited to:

4.4.2.1. Incident Date, Incident Time, Case Management (CM) Notification Date, CM Notification Time, Entry Date, Entry Time, Incident Type, Case Manager, Program Type, Incident Location Description, Percent of Timely Reporting.

4.4.2.2. An examination of potential reasons for the increase or decrease in incidents.

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

4.4.2.4. Identify the root cause of the critical incident and analyze to determine if intervention is needed to prevent similar critical incidents in the future.

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

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

4.4.3. The Contractor shall submit the Critical Incident Trend Analyses on the Department's prescribed template.

4.4.3.1. DELIVERABLE: Critical Incident Trend Analysis

4.4.3.2. DUE: Quarterly, by October 31st, January 31st, April 30th and June 30th or the Fiscal Year end close date determined by the Department

4.5. Investigations

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

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

4.6. Human Rights Committee (HRC)

4.6.1. The Contractor shall establish and facilitate a Human Rights Committee (HRC) pursuant to §25.5-10-209(h), C.R.S. and 10 C.C.R. 2505-10 Section 8.608.5. The Contractor shall maintain qualifications for each member of the HRC and make it available to the Department upon request.

4.6.2. The Contractor shall establish at least one HRC as a third-party mechanism to safeguard the rights of persons receiving services. The HRC is an advisory and review body to the administration of the Contractor.

4.6.3. The Contractor shall develop policies and procedures to assure that all potential conflicts of interest are addressed.

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

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

4.6.6. The Contractor shall keep proper documentation and record of all HRC recommendations and assure that all documentation is a part of the individual's master record.

4.6.7. The Contractor shall submit HRC meeting minutes and/ or attendance logs to the Department within ten (10) Business Days of receiving the request.

4.6.8. The Contractor shall notify the Department in writing of any changes to the HRC membership within ten (10) Business Days.

4.6.9. The Contractor shall submit a list of all the HRC meetings held with all members reviewed on a template prescribed by the Department or a template approved by the Department.

4.6.9.1. DELIVERABLE: Human Rights Committee Meeting List

4.6.9.2. DUE: Monthly, the 15th of each month

4.7. Quality Improvement Strategies (QIS)

4.7.1. The Contractor shall respond to all inquiries and requests for corrective action related to QIS within the timeframe specified by the Department.

4.8. Corrective Action Plan

4.8.1. 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:

4.8.1.1. A detailed description of actions to be taken including any supporting documentation.

4.8.1.2. A detailed time frame specifying the actions to be taken.

4.8.1.3. Contractor’s employee(s) responsible for implementing the actions.

4.8.1.4. The implementation time frames and a date for completion.

4.8.2. 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.

4.8.2.1. DELIVERABLE: Corrective Action Plan

4.8.2.2. DUE: Within ten (10) Business Days of receipt of a written request from the Department.

4.8.3. 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.

4.8.4. 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.

4.8.5. In the event of a rejection of Contractor's Corrective Action Plan the Contractor shall re-write the Corrective Action Plan and resubmit it along with requested documentation to the Department for review.

4.8.5.1. DELIVERABLE: Revised Corrective Action Plan.

4.8.5.2. DUE: Within five (5) Business Day of the Department's rejection.

4.8.6. Upon acceptance by the Department the Contractor shall implement the Corrective Action Plan.

4.8.7. If corrections are not made within the requested timeline and/or quality specified by the Department then funds may be suspended or withheld from this Contract.

4.8.8. 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.

4.8.9. 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.

4.8.10. 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.

4.8.11. If a Corrective Action Plan or any supporting activities or documentation required to correct a deficiency are not submitted within the requested timeline and/or quality specified by the Department, funds may be suspended or withheld from this Contract.

4.8.11.1. DELIVERABLE: Revised Supporting Documentation

4.8.11.2. DUE: Within five (5) Business Day of the Department's rejection

4.8.12. 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.

5. DISABILITY DETERMINATION, WAITING LIST MANAGEMENT, AND PROGRAM ENROLLMENT

5.1. Developmental Disability and Delay Determinations

5.1.1. The Contractor shall determine whether an applicant meets the definition of an Individual with Developmental Disabilities or Delay as defined under 10 CCR 2505-10, section 8.600.4, in accordance with 10 C.C.R. 2505-10 Section 8.607.2.

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

5.1.3. The Contractor shall maintain the individual's determination, documents, and request forms and make them available to the Department upon request or to another CCB upon transfer.

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

5.2. Waiting List Management

5.2.1. The Contractor shall maintain a program specific waiting list within the Department's prescribed system for all eligible clients for whom funding is not available. Waiting lists may be applicable for State SLS, FSSP, HCBS-DD, HCBS-SLS, HCBS-CHRP, and HCBS-CES dependent on available funding. The Contractor shall not maintain a waiting list for OBRA-SS.

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

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

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

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

5.2.4.2. The fourteenth (14) birth date if a child is determined to have a developmental disability by the Contractor prior to the age of fourteen.

5.2.5. When a client is eligible for a program and funding is not available, the Contractor shall:

5.2.5.1. Verify demographic information.

5.2.5.2. Compile and correct data.

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

5.2.7. The Contractor shall conduct and document, in the Department prescribed case management system, an annual follow-up with individuals eighteen (18) and older for all HCBS waivers with a Waiting List timeline of "As Soon As Available" (ASAA), Safety Net (SN), or "see date" to update changes in demographic information and

ensure the individual is appropriately identified on waiting lists for the program and services the individual is eligible to receive.

5.2.7.1. PERFORMANCE STANDARD: One hundred percent (100%) of HCBS individuals eighteen (18) and older with an ASAA, SN, or "see date" timeline on the Waiting List contacted annually.

5.2.8. The Contractor shall conduct and document, in the Department prescribed case management system, an annual follow-up with individuals and families waiting for the Family Support Services Program (FSSP) or individuals waiting for State SLS services to update changes in demographic information and ensure that the individual is appropriately identified on waiting lists for the program and services the individual is eligible to receive.

5.2.8.1. The Contractor shall update the Department prescribed system with changes in demographic or other information within ten (10) Business Days of any change.

5.3. Program Enrollment from the Waiting List

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

5.3.1.1. The Contractor shall notify the individual of the enrollment offer within five (5) Business Days. The Contractor shall make three (3) attempts to contact the individual within a thirty (30) calendar day period. The Contractor shall document in the Departments prescribed system all attempts to contact the individual for enrollment offer. If the individual does not respond to the offer of enrollment the Contractor shall change the individuals waiting list timeline to Safety Net.

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

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

5.3.3. The Contractor shall develop procedures for determining how and which individuals on the waiting list will be enrolled into the State SLS program in accordance with 10 C.C.R. 2505-10 Section 8.501.7. These procedures shall be made available to the Department upon request and used to select individuals from the waiting list to enroll into State SLS.

5.3.4. The Contractor shall remove individuals from the Waiting List or change an individual's Waiting List status to "Internal Management" when an enrollment is authorized to the individual and the individual or guardian refuses enrollment within ten (10) Business Days of the individual or guardian's response or the last attempt.

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

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

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

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

5.4. Compilation and Correction of Waiting List Data

5.4.1. The Contractor shall correct one hundred percent (100%) of Waiting List data errors, discovered by the Department within ten (10) Business Days of notification from the Department of an error.

5.4.1.1. PERFORMANCE STANDARD: One hundred percent (100%) of Waiting List data corrected within ten (10) Business Days of notification.

5.5. Authorization and Reporting of HCBS-DD Enrollments

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

5.5.2. In accordance with 10 CCR 2505 Section 8.500.7.E, the Contractor shall inform the Department of all vacancies in the HCBS-DD waiver. Vacancies shall be submitted to the Department within ten (10) Business Days.

5.5.2.1. DELIVERABLE: HCBS-DD Vacancy Reporting

5.5.2.2. DUE: Within ten (10) Business Days of vacancy.

5.5.3. The Contractor shall report all enrollment dates or changes to enrollment status for the HCBS-DD waiver to the Department within ten (10) Business Days.

5.5.3.1. DELIVERABLE: HCBS-DD Enrollment Date and Enrollment Change Reporting

5.5.3.2. DUE: Within ten (10) Business Days of enrollment or change to enrollment status.

6. STATE GENERAL FUND PROGRAMS

6.1. 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 at 10 C.C.R. 2505-10 and the Colorado Department of Public Health and Environment at 6 C.C.R. 1011 which include, but are not limited to:

6.1.1. Colorado Revised Statute, Title 25.5, Article 10.

6.1.2. Colorado Department of Health Care Policy and Financing Regulation at 10 C.C.R. 2505-10.

6.1.3. Colorado Department of Health Care Policy and Financing, Office of Community Living written communications.

6.1.4. Colorado Department of Public Health and Environment at 6 C.C.R. 1011-1.

6.2. The Contractor shall comply with existing policies, procedures and guidelines issued by state agencies.

6.2.1. For any policies, procedures, and guidelines issued during the Contract term, the Contractor shall comply with the policy, procedure or guideline as of its effective date, unless otherwise specified by the Department or another regulatory agency.

6.2.2. The Contractor's agency policies, procedures, and practices shall comply with 10 C.C.R. 2505-10, and shall be reviewed by its Board of Directors to remain in compliance.

6.3. Single Point of Entry

6.3.1. The Contractor shall be the single point of entry for persons residing in its designated service area for state funded services and supports authorized pursuant to C.R.S. Title 25.5, Article 10, to individuals with intellectual and developmental disabilities.

6.4. Service Support Requirements

6.4.1. The Contractor shall administer and purchase or provide services and supports for persons determined to be eligible under this Contract. The Contractor shall not be responsible for guaranteeing services to eligible persons under this Contract in the event that there are no Providers available to provide services.

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

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

6.6. The Contractor shall have procedures for a dispute resolution process, as described in 10 C.C.R. 2505-10, Section 8.605.2, when an action to terminate, change, reduce or deny services is initiated by the provider service agency.

6.7. Client/Member Records

6.7.1. The Contractor shall comply with reporting and billing policies and procedures established by the Department, participate in the State's management information systems and adhere to the information system requirements provided by the Department for these systems. These systems include but are not limited to: the DDD Web Application Portal/Community Contract and Management System (CCMS).

6.7.2. The Contractor shall:

6.7.2.1. Maintain Client/Member records within the Department prescribed system for the purposes of Client information management.

6.7.2.2. Maintain accurate and detailed documentation of State General Fund case management activities required under this Contract. All documentation must be made available to the Department upon request within ten (10) Business Days.

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6.7.2.3. Ensure all enrollments into the State General Funded programs comply with all requirements in Section 5.2 of this Contract and are entered into the Department prescribed system with ten (10) Business Days of the enrollment.

6.7.2.4. Enter all Member terminations from the State General Fund programs into the Department prescribed system within ten (10) Business Days of the termination.

6.7.3. The Contractor shall maintain internal documentation of all Case Management activities to substantiate any billing and make all documentation available to the Department upon request.

6.8. Compilation and Correction of Data

6.8.1. The Contractor shall correct one hundred percent (100%) of data errors, discovered by the Department, and confirm the accuracy of the data it enters into the Department prescribed system within ten (10) Business Days of notification from the Department of an error.

6.8.1.1. PERFORMANCE STANDARD: One hundred percent (100%) of data corrected within ten (10) Business Days of notification.

6.9. Program and Case Management Training

6.9.1. The Contractor shall ensure all Case Management staff receive the trainings listed below within one-hundred twenty (120) calendar days after the staff member's hire date and prior to being assigned independent case management duties. Case management staff must receive a refresher training as required by the Department or the Contractor. Training must include the following areas:

6.9.1.1. State General Fund program requirements, services, and ongoing case management

6.9.1.2. Determinations of Developmental Disability or Delay

6.9.1.3. Department Information Management Systems Documentation

6.9.1.4. Critical Incident Reporting

6.9.1.5. Mandatory Reporting

6.9.1.6. Disability and Cultural Competency

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

6.9.3. The Contractor shall utilize training materials provided by the Department where applicable related to Section 6.9.1 of this Contract.

6.9.4. 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.

Case Management staff hired by the Contractor with a minimum of one-year immediate prior experience working for a Colorado CCB, may perform case management activities prior to completion of the training requirements. All outlined training at Section 6.9.1 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.

6.9.5. The Contractor may elect to perform additional training not outlined in the Contract, but applicable to the Scope of Work.

6.9.6. The Contractor shall maintain supporting documentation demonstrating case managers attended the required trainings and make the information available to the Department upon request within ten (10) Business Days. Supporting documentation must at a minimum 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.

6.10. Program Expenditure Reporting

6.10.1. The Contractor shall report all State SLS, FSSP, and OBRA-SS expenditures on a template created by the Department. Expenditure reports will be submitted to the Department monthly for review, approval and payment.

6.10.1.1. DELIVERABLE: State General Fund Expenditure Reports

6.10.1.2. DUE: Monthly, within thirty (30) days of the end of each month; except for the June expenditure report, which shall be due June 30th or the Fiscal Year end close date determined by the Department.

6.10.2. The Contractor shall verify all expenditures are supported with required documentation as required in 10 C.C.R. 2505-10 Section 8.613.J.2 and 10 C.C.R. 2505-10 Section 8.501.3.

6.11. State Supported Living Services (State SLS)

6.11.1. The Contractor shall operate the State SLS program pursuant to 10 C.C.R. 2505-10 Section 8.501.

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

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

6.11.4. The Contractor shall provide or subcontract to provide community services to individuals enrolled in State SLS who meet the intellectual and developmental disabilities criteria and the eligibility requirements for the specific program required in 10 C.C.R. 2505-10 Section 8.501.

6.11.5. The Department will notify the Contractor of the minimum number of individuals that shall be served through State SLS prior to the start of each State Fiscal Year (SFY). The Contractor may choose to enroll more individuals in State SLS than authorized, ensuring all individuals can be served within the funding allocated.

6.11.5.1. The Contractor shall serve one hundred percent (100%) of the number of State SLS enrollments authorized by the Department.

6.11.5.1.1. PERFORMANCE STANDARD: One hundred percent (100%) of persons specified by the Department.

6.11.6. State SLS Eligibility

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

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

6.11.7. State SLS Individual Support Plans

6.11.7.1. Pursuant to 10 C.R.S. 2505-10 Section 8.501.4.E.6 all State SLS Members must have a State SLS ISP.

6.11.7.2. The Contractor shall develop a State SLS Individual Support Plan (State SLS ISP) within ten (10) business days after an initial Individual Support Plan (ISP) meeting for those individuals not established with the contractor and with a Developmental Disability determination at time of referral. The Contractor shall have up to ten (10) business days to complete additional meetings and/or assessments that allow for the creation of the State SLS ISP during this time.

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

6.11.7.4. The Contractor shall utilize the ISP template prescribed by the Department.

6.11.7.5. The Contractor shall ensure that one hundred percent (100%) of the State SLS ISPs are developed within ten (10) business days of the individual's referral to a State General Fund program or after the initial ISP meeting.

6.11.7.5.1. PERFORMANCE STANDARD: One hundred percent (100%) of the State SLS ISPs are developed within ten (10) business days of the individual's referral to a State General Fund program or after the initial ISP meeting.

6.11.7.6. The State SLS ISP shall be effective for no more than one year and reviewed by the Contractor at least every 6 months in a face to face meeting.

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

6.11.7.8. The Contractor shall maintain all State SLS ISPs and supporting documentation and make them available to the Department upon request.

6.11.8. State SLS Ongoing Case Management

6.11.8.1. The Contractor shall utilize appropriated funds to perform Case Management duties in accordance with 10 C.C.R. 2505-10 Section 8.501.5(B) to include but not limited to:

6.11.8.1.1. Intake and referral

6.11.8.1.2. Determining program eligibility

6.11.8.1.3. Supporting individuals with learning and accessing other community resources

6.11.8.1.4. Developing a State SLS Individual Support Plan and monitoring services

6.11.8.1.5. Maintaining the determination of eligibility for services and supports

6.11.8.1.6. Providing service and support authorization and coordination

6.11.8.1.7. Program change management

6.11.8.1.8. Case Management, policy and regulation training

6.11.8.1.9. Service records maintenance

6.11.8.1.10. Utilization review

6.11.8.2. Monitoring

6.11.8.2.1. Monitoring shall include at least one in person or telephone contact with the Client per quarter, based on the preference of the individual. The Contractor shall maintain internal documentation of all monitoring activities and make these records available to the Department upon request.

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

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

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

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

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

6.11.8.2.3. The Contractor shall submit a list of all ongoing case management and monitoring activities on a template prescribed by the Department.

6.11.8.2.3.1. DELIVERABLE: State General Fund Case Management Log

6.11.8.2.3.2. DUE: Monthly, the 15th of each month

6.11.9. Transfers

6.11.9.1. The Contractor shall manage State SLS transfers in accordance with 10 C.R.S 2505-10 Section 8.501.6.

6.12. State SLS Direct Services

6.12.1. The Contractor shall utilize appropriated funds to provide services to support individuals with an intellectual and developmental disability living in the community in accordance with 10 C.C.R. 2505-10 Section 8.501.4(A-D).

6.12.2. State SLS Records Maintenance

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

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

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

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

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

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

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

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

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

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

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

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

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

6.13.2. PASRR Level II Evaluation

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

6.13.3. Maintaining Eligibility and Enrollment

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

6.13.3.1.1. Upon approval of the nursing facility admission by the SIDA and receipt of the Final Notice of Determination, the Contractor shall send referrals to

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subcontractors for OBRA-SS within ten (10) Business Days from the date the PASRR Notice of Determination is issued and/or received from the Skilled Nursing Facility or State appointed vendor.

6.13.3.2. The Contractor shall maintain Member records within the Department prescribed system. All changes to OBRA-SS enrollments, shall be entered into the Department prescribed system within ten (10) Business Days of the change. The Department may adjust the number of authorized enrollments based on fluctuating enrollments. If the individual does not receive OBRA-SS within one (1) calendar month the contractor shall inactivate the client's record in the Department prescribed system.

6.13.4. OBRA-SS Individual Support Plans

6.13.4.1. The Contractor shall develop an OBRA-SS Individual Support Plan (ISP) within ten (10) Business Days after an initial ISP meeting for those individuals not established with the contractor and with a Developmental Disability determination at time of referral. The Contractor shall have up to ten (10) Business Days to complete additional meetings and/or assessments that allow for the creation of the OBRA-SS ISP during this time.

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

6.13.4.3. The Contractor shall utilize the ISP template prescribed by the Department.

6.13.4.4. The Contractor shall ensure that one hundred percent (100%) of the OBRA-SS Individual Support Plans are developed within ten (10) business days of the individual's referral to a State General Fund program or after the initial ISP meeting.

6.13.4.4.1. PERFORMANCE STANDARD: One hundred percent (100%) of the OBRA-SS ISPs are developed within ten (10) business days of the individual's referral to a State General Fund program or after the initial ISP meeting.

6.13.4.5. The OBRA ISP shall be effective for no more than one year and reviewed by the Contractor at least every 6 months in a face to face meeting.

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

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

6.13.5. OBRA-SS Ongoing Case Management

6.13.5.1. The Contractor shall utilize appropriated funds to perform Case Management duties to include but not limited to:

6.13.5.1.1. Intake and referral

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

6.13.5.1.3. Developing an OBRA-SS Individual Support Plan and monitoring services

6.13.5.1.4. Maintaining the determination of eligibility for services and supports

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6.13.5.1.5. Providing service and support authorization and coordination.

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

6.13.5.1.7. Program change management

6.13.5.1.8. Service records maintenance

6.13.5.1.9. Case Management, policy and regulation training

6.13.5.1.10. Utilization review

6.13.5.2. Monitoring

6.13.5.2.1. Monitoring shall include at least one in person or telephone contact with the client per quarter, based on the preference of the individual. The Contractor shall maintain internal documentation of all monitoring activities and make these records available to the Department upon request.

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

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

6.13.5.2.2.2. Assessing the effectiveness of the supports and services

6.13.5.2.2.3. Assessing if additional supports and services are needed

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

6.13.5.2.3. The Contractor shall submit a State General Fund Case Management Log of all ongoing case management and monitoring activities on a template prescribed by the Department.

6.13.5.2.3.1. DELIVERABLE: State General Fund Case Management Log

6.13.5.2.3.2. DUE: Monthly, the 15th of each month

6.13.6. OBRA-SS Direct Services

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

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

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

6.13.6.3.1. Assistive Technology

6.13.6.3.2. Behavioral Consultation

6.13.6.3.3. Behavioral Line Services

6.13.6.3.4. Behavioral Counseling

6.13.6.3.5. Behavioral Counseling Group

6.13.6.3.6. Behavioral Plan Assessment

6.13.6.3.7. Day Habilitation - Specialized Habilitation

6.13.6.3.8. Day Habilitation - Supported Community Connections

6.13.6.3.9. Dental – Basic

6.13.6.3.10. Dental – Major

6.13.6.3.11. Mileage

6.13.6.3.12. Other Public Conveyance

6.13.6.3.13. Prevocational Services

6.13.6.3.14. Recreational Facility Fees/Passes

6.13.6.3.15. Job Coaching – Individual

6.13.6.3.16. Job Coaching – Group

6.13.6.3.17. Job Development – Individual

6.13.6.3.18. Job Development – Group

6.13.6.3.19. Job Placement

6.13.6.3.20. Vision

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

6.13.7. OBRA-SS Records Maintenance

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

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

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

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

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

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

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

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

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

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

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

6.14. Mental Health Services Prohibited

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

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

6.15. Family Support Services Program (FSSP)

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

6.15.1.1. Eligibility, Needs Assessment, and Prioritization of Families

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

6.15.1.1.2. After FSSP eligibility has been determined, the Contractor shall conduct an FSSP Needs Assessment prior to authorizing services. The Contractor shall develop a Needs Assessment Tool that is, at a minimum, inclusive of all requirements outlined in 10 C.C.R 2505-10 Section 8.613.E.7(a-e). The tool shall be included in the Contractor's Policies and Procedures for the FSSP and be made available to the Department upon request.

6.15.1.1.3. The Contractor shall assess all families, both on the waiting list as As Soon As Available and currently receiving FSSP services, for level of need on an annual basis in accordance with 10 CCR 2505 Section 8.613.E.

6.15.1.1.4. The Contractor shall submit a list of all completed FSSP Needs Assessments on a template prescribed by the Department.

6.15.1.1.4.1.1. DELIVERABLE: Needs Assessment List

6.15.1.1.4.1.2. DUE: Monthly, the 15th of each month

6.15.2. The Department will notify the Contractor of the minimum number of individuals that shall be served through FSSP prior to the start of each State Fiscal Year (SFY). The Contractor may choose to enroll more individuals in FSSP than authorized, ensuring all individuals can be served within the funding allocated.

6.15.2.1. The Contractor shall serve one hundred percent (100%) of the number of FSSP enrollments authorized by the Department.

6.15.2.2. PERFORMANCE STANDARD: One hundred percent (100%) of persons specified by the Department.

6.15.3. Family Support Plans (FSP)

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

6.15.3.2. The Contractor shall develop the FSP within ten (10) Business Days after an initial Individualized Support Plan (ISP) meeting for those individuals not established with the Contractor and with a Developmental Disability or Delay Determination at the time of referral.

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

6.15.3.4. The Contractor shall utilize the FSP template prescribed by the Department.

6.15.3.5. The Contractor shall ensure that one hundred percent (100%) of the FSPs are developed within ten (10) Business Days of the individual's referral to FSSP or after the initial ISP meeting.

6.15.3.5.1. PERFORMANCE STANDARD: One hundred percent (100%) of the FSPs are developed within ten (10) Business Days of the individual's referral to FSSP or after the initial ISP meeting.

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

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

6.15.3.8. The Contractor shall maintain all FSPs and supporting documentation and make them available to the Department upon request.

6.15.4. FSSP Ongoing Case Management

6.15.4.1. Pursuant to 10 C.R.S 2505-10 Section 8.613.G the Contractor shall provide case management for the FSSP, to include coordination of services provided for individuals with an IDD or Developmental Delay that consists of facilitating enrollment, assessing needs, locating, coordinating and monitoring needed FSSP funded services, and monitoring the effective and efficient provision of services across multiple funding sources.

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

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

6.15.4.4. The Contractor shall utilize appropriated funds to perform case management duties in accordance with 10 CCR 2505 8.613.G to include but not limited to:

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

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

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

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

6.15.4.4.5. Service records maintenance

6.15.4.4.6. Case Management, policy and regulation training

6.15.4.4.7. Utilization review

6.15.4.5. The Contractor shall submit a list of all ongoing case management activities on a template prescribed by the Department.

6.15.4.5.1. DELIVERABLE: State General Fund Case Management Log

6.15.4.5.2. DUE: Monthly, the 15th of each month

6.15.5. FSSP Direct Services

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

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

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

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

6.15.5.5. The Contractor shall utilize FSSP funds to provide funding to families for expenses referenced in §25.5-10-305(a-j), C.R.S and 10 C.R.S. 2505-10 Section

8.613(F)(8)(a-h). The Contractor shall not authorize or provide any service that is not outlined in these regulations.

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

6.15.5.7. The Contractor shall prioritize funding for the FSSP pursuant to 10 C.R.S 2505-10 Section 8.613.E(1-2).

6.15.6. Family Support Council

6.15.6.1. The Contractor shall establish and maintain a Family Support Council (FSC) pursuant to §25.5-10-304, C.R.S. and 10 C.C.R. 2505-10 Section 8.613.B.

6.15.6.1.1. The Contractor shall notify the Department in writing of any changes to the FSC within ten (10) Business Days.

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

6.15.6.1.3. The Contractor shall ensure the FSC fulfills all duties outlined in 10 C.C.R. 2505-10 Section 8.613.B. The Contractor shall document meeting minutes and submit them to the Department. The Contractor shall document all FSC meetings on a template prescribed by the Department.

6.15.6.1.3.1. DELIVERABLE: FSC Meeting Minutes

6.15.6.1.3.2. DUE: Monthly, by the 15th of each month and by June 30th or the Fiscal Year end close date determined by the Department for any meetings held in June.

6.15.7. FSSP Evaluation

6.15.7.1. In coordination with the FSC, the Contractor shall be responsible for evaluating the effectiveness of the FSSP on an annual basis. The Contractor shall ensure the annual program evaluation addresses all areas required in 10 CCR 2505-10 Section 8.613.K.

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

6.15.7.2.1.1. DELIVERABLE: Annual Evaluation Report

6.15.7.2.1.2. DUE DATE: No later than June 30th of each Fiscal Year

6.15.8. FSSP Annual Program Report

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

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

6.15.8.2.1. DELIVERABLE: FSSP Program Report

6.15.8.2.2. DUE: Annually, October 1st of each Fiscal Year

6.15.9. FSSP Records Maintenance

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

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

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

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

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

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

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

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

6.15.9.4. When the Contractor provides funding to Members and/or families for the purchase of services or items in advance, the Contractor shall:

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

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

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

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

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

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

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

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

7. MEDICAID PROGRAMS

7.1. Rules, regulations and references:

7.1.1. The Contractor shall abide by and perform its duties and obligations in conformity with relevant federal law, all pertinent federal regulations, state law, and regulations of the Department of Health Care Policy and Financing, Colorado Department of Human Services, and the Colorado Department of Public Health and Environment which include but are not limited to:

7.1.1.1. Colorado Revised Statute, Title 25.5, Article 10.

7.1.1.2. Colorado Department of Health Care Policy and Financing, Office of Community Living written communications.

7.1.1.3. Colorado Department of Public Health and Environment at 6 C.C.R. 1011-1.

7.1.1.4. Colorado Department of Human Services 12 C.C.R. 2509-8 7.700.

7.1.1.5. The Contractor shall comply with all State Medicaid regulations promulgated by the Department. These regulations include, but are not limited to, Department regulations regarding:

7.1.1.5.1. The HCBS-DD waiver, 10 C.C.R. 2505-10 Sections 8.500 to 8.500.80,

7.1.1.5.2. The HCBS-SLS waiver, 10 C.C.R. 2505-10 Sections 8.500.90 to 8.500.102,

7.1.1.5.3. The HCBS-CES waiver, 10 C.C.R. 2505-10 Section 8.503, et seq.,

7.1.1.5.4. The HCBS-CHRP waiver, 10 C.C.R. 2505-10 Section 8.508,

7.1.1.5.5. Long Term Care, 10 C.C.R. 2505-10 Sections 8.400 to 8.401,

7.1.1.5.6. Recipient Appeals, 10 C.C.R. 2505-10 Section 8.507, and

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7.1.1.5.7. Services for Individuals with Intellectual and Developmental Disabilities, 10 C.C.R. 2505-10 Sections 8.600, et seq.

7.1.2. 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.

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

7.2. Training

7.2.1. The Contractor shall ensure that all Case Management staff receive the trainings listed below within one hundred and twenty (120) calendar days after the staff member's hire date and prior to being assigned independent case management duties. Case Management staff must receive a refresher training as required by the Department, the Department approved vendor or the Contractor. Training must include the following areas:

7.2.1.1. Medicaid LTSS programs Eligibility

7.2.1.2. Intake and Referral

7.2.1.3. Determination of Developmental Disability or Delay

7.2.1.4. Medicaid LTSS programs Level of Care Evaluation and Determination

7.2.1.5. Medicaid LTSS programs Notices and Appeals

7.2.1.6. Department Information Management Systems Documentation

7.2.1.7. Long Term Home Health

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

7.2.1.9. Critical Incident Reporting

7.2.1.10. Waiver requirements and services

7.2.1.11. Mandatory Reporting

7.2.1.12. Disability and Cultural Competency

7.2.1.13. Participant Directed Training

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

7.2.3. The Contractor shall utilize training materials provided by the Department where applicable related to Section 7.2.1 of this Contract.

7.3. 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.

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7.4. 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.

7.5. Case Management staff hired by the Contractor with a minimum of one-year immediate prior experience working for a Colorado CCB, may perform case management activities prior to completion of the training requirements. All outlined training at Section 7.2.1 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.

7.5.1. 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 7.2.1. of this Contract, using the reporting template provided by the Department for review, approval and payment.

7.5.1.1. DELIVERABLE: Case Management Training

7.5.1.2. DUE: Semi-annually, January 15th; and June 30th or the Fiscal Year end close date set by the Department

7.6. 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.

7.7. Medicaid Administrative Functions

7.7.1. Intake and Referral

7.7.1.1. The Contractor shall provide information to all individuals regarding the programs and services available for individuals with I/DD.

7.7.1.2. The Contractor shall screen individuals to determine if the individual may be eligible for programs and services for individuals with I/DD.

7.7.1.3. For individuals seeking an HCBS program, the Contractor shall enter a referral into the Department's prescribed system.

7.7.1.4. All referrals are entered into the Department's prescribed system within three (3) Business Days from the date of referral.

7.7.2. Level of Care Evaluation and Determination

7.7.2.1. The Contractor shall provide staff that meet the qualifications set forth in state statutes and regulations to perform all level of care evaluations and determinations.

7.7.2.2. The Contractor shall conduct an Initial Level of Care Evaluation and Determination for all new applicants to HCBS-DD, HCBS-SLS, HCBS-CES, and HCBS-CHRP waivers, and the Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF-IID). Initial Level of Care Evaluations and Determinations include the following Assessment Event types: Initial Review, HCBS-DD Waitlist,

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Deinstitutionalization (DI), and Reverse Deinstitutionalization. Continued Stay Review Level of Care Evaluations and Determinations include the following Assessment Event types: Continued Stay Review and Unscheduled Review.

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

7.7.2.3. The Contractor shall conduct an Initial Level of Care Evaluation and Determination in accordance with the following timelines:

7.7.2.3.1. Ten (10) Business Days for individuals residing in the community, upon completion of the DD determination, when the individual requests HCBS waiver services, and upon verifying Medicaid eligibility or submission of a Medicaid application.

7.7.2.3.2. Five (5) Business Days from the date of referral for individuals residing in a nursing facility or ICF-IID.

7.7.2.3.3. Two (2) Business Days from the date of referral for individuals residing in a hospital.

7.7.2.3.4. The Contractor shall enter and verify the evaluation into the Benefits Utilization System (BUS) within ten (10) Business Days of completing the evaluation.

7.7.2.3.4.1. PERFORMANCE STANDARD: Initial Level of Care Evaluation and Determination

7.7.2.3.4.2. DUE: Within ten (10) Business Days after completing the evaluation. The Contractor shall verify that an individual needs an institutional level of care by receiving a Professional Medical Information Page (PMIP) signed by a medical professional and dated no earlier than six (6) months from the certification start date and no later than ninety (90) days from the evaluation date of an Initial Level of Care Evaluation and Determination; and within ninety (90) calendar days of the certification start date and before the certification end date for a Continued Stay Review (CSR) for all applicants and individuals currently receiving services through the HCBS-DD, HCBS-SLS, HCBS-CES, and HCBS-CHRP waivers, and the Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF-IID).The Contractor shall conduct all Level of Care Evaluations face-to-face with the individual, at minimum, and in the place where the individual resides.

7.7.2.4. The Contractor shall conduct a Continued Stay Review every twelve (12) months for Clients who are continually enrolled for the HCBS-DD, HCBS-SLS, HCBS-CES, and HCBS-CHRP waivers. The Contractor shall enter the review into the BUS within ten (10) Business Days of completing the evaluation.

7.7.2.4.1. PERFORMANCE STANDARD: Continued Stay Review

7.7.2.4.2. DUE: Within ten (10) Business Days after completing the Review

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7.7.2.5. The Contractor shall enter and verify the Continued Stay Review into the BUS within ten (10) Business Days of completing the assessment. Failure by the Contractor to complete the annual Level of Care Evaluation and Determination shall cause a break in payment authorization for waiver services for the Client.

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

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

7.7.2.7.1. The Contractor shall notify all providers of the discontinuation of services no later than eleven (11) calendar days prior to the certification end date that services shall not be authorized past the certification end date.

7.7.3. Supports Intensity Scale-A Assessment

7.7.3.1. The Contractor shall conduct a Supports Intensity Scale-A (SIS) assessment for all HCBS-DD and HCBS-SLS enrollments and reassessments when criteria set forth at 10 C.C.R. 2505-10 Section 8.612.1.H are met. The Contractor shall not be reimbursed for a SIS assessment prior to the individual being determined eligible for a waiver through the Level of Care Evaluation and Determination and confirmation of financial eligibility. The Contractor shall not be reimbursed for SIS reassessments without prior authorization from the Department to conduct the SIS reassessment.

7.7.3.2. The Contractor shall conduct all initial SIS Assessments within forty-five (45) calendar days from the date of the Initial Level of Care Evaluation and Determination. The Contractor shall conduct all SIS reassessments within forty-five (45) calendar days from the date of approval from the Department.

7.7.3.3. The Contractor shall enter the SIS Assessment into SIS-A Online within thirty (30) calendar days of completing the assessment.

7.7.3.3.1. PERFORMANCE STANDARD: SIS-A Assessment

7.7.3.3.2. DUE: Within thirty (30) calendar days of completing the assessment

7.7.4. HCBS-CHRP Support Need Level Assessment

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

7.7.4.2. The Contractor shall conduct an initial Support Need Level Assessment within forty-five (45) calendar days from the date of the Initial Level of Care Evaluation and Determination. The Contractor shall conduct all reassessments as necessary client's needs change.

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

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7.7.4.3.1. PERFORMANCE STANDAND: Support Need Level Assessment

7.7.4.3.2. DUE: Within ten (10) Business Days of the Department's request

7.7.5. HCBS-CES Applications

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

7.7.5.1.1. Initial HCBS-CES applications shall be submitted to the designated entity for review no more than thirty (30) days after the initial LOC is completed or no more than thirty (30) days after the Applicant/family has chosen enrollment onto the HCBS – CES waiver.

7.7.5.1.2. CSR HCBS-CES applications shall be submitted to the designated entity in accordance with timelines as set forth in 7.6.2., in order to prevent any break in services.

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

7.7.6. Management Information Systems and Reporting

7.7.6.1. The Contractor shall comply with reporting and billing policies and procedures established by the Department, participate in the State's management information systems and adhere to the information system requirements provided by the Department for these systems. These systems include but are not limited to: the DDD Web Application Portal/Community Contract and Management System (CCMS) and the Benefits Utilization System (BUS).

7.7.6.2. The Contractor shall:

7.7.6.2.1. Utilize the Department prescribed system for the purpose of Client information management.

7.7.6.2.2. Provide accurate documentation of administrative activities required under this Contract. Timely documentation shall be completed within ten (10) Business Days and entered into the Department prescribed system.

7.7.7. Appeals

7.7.7.1. 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.

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

7.7.7.3. 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.

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

7.7.7.5. The Contractor shall develop the Appeals Packet no earlier than twenty (20) Business Days prior to the date of a scheduled hearing.

7.7.7.6. The Contractor shall submit appeal ruling exceptions to the Office of Administrative Courts when applicable and include all relevant information.

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

7.7.7.8. The Contractor shall document all appeals where the Contractor attends any hearing in an Administrative Law Court.

7.7.7.9. The Contractor shall enter all Appeals and Hearing information, and follow-up, into the Department prescribed system and maintain detailed documentation.

7.7.7.10. The Contractor shall make the Appeals Packets available to the Department upon request by the Department.

8. ACCOUNTING

8.1. 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.

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

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

8.4. 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.

8.4.1. DELIVERBALE: Transaction and Funds Documentation

8.4.2. DUE: Within ten (10) Business Days of the Department's Request

9. SUBRECIPIENT STATUS AND REQUIREMENTS

9.1. The Contractor has been determined to be a Subrecipient under 2 C.F.R. Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 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.

9.2. Single Audits

9.2.1. 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.

9.2.2. The Contractor shall notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed $750,000.00.

9.2.3. 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.

9.2.4. 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.

9.2.4.1. DELIVERABLE: Single Audit

9.2.4.2. 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

9.2.5. 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.

9.2.5.1. DELIVERABLE: Attestation Form

9.2.5.2. 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

9.2.6. The audit period shall be the Contractor's Fiscal Year.

10. COMPENSATION

10.1. State Funded Program Compensation

10.1.1. The compensation under this Contract shall consist of fee for service reimbursement for all State General Fund activities. The Department shall pay the Contractor for the State SLS and OBRA-SS activities at the rates shown in the table in Section 10.1.10 and direct services for State SLS and OBRA-SS at the rates posted and distributed on the Department's website on the Provider Rates and Fee Schedule. The Department shall pay the Contractor for FSSP activities at the rates shown in the table in Section 10.1.10 and direct services for FSSP at a dollar per unit. Reimbursement for activities and services performed by the Contractor shall not exceed the maximum amount identified in the Contractor's individual allocation made by written notice by the State to the Contractor. The Department, in its sole discretion, may increase or decrease the individual Contractor allocations under this Contract by notifying the Contractor's Representative.

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

10.1.3. Increases or decreases in the amount of State funding during the term of this Contract may be made by written notice by the State to the Contractor or by amendment of the Contract for the following circumstances:

10.1.3.1. If necessary to fully utilize program appropriations.

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

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

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

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

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

10.1.3.7. Member receiving services transfers from the Contractor to another CCB.

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

10.1.4. Payments shall be made in accordance with rates identified in Section 10.1.10 of this Contract as determined by the Department and may be amended during the term of the contract. When the Contractor's maximum allocation of State funding has been paid to the Contractor, no additional funds shall be provided under this Contract.

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

10.1.6. Unexpended Funds

10.1.6.1. The Contractor shall remit any funds disbursed under this Contract for FSSP, State SLS, and OBRA-SS that are not expended by close of the State's Fiscal Year. If the Contractor does not expend all funds, the Department shall invoice for repayment of all unspent funds no later than October 31st of the following Fiscal Year.

10.1.6.2. The Contractor shall notify the Department of any discrepancies within ten (10) Business Days of receiving this invoice.

10.1.6.3. Repayment of all funds shall be remitted to the Department no later than December 31st of the following Fiscal Year.

10.1.7. Adjustments to Fund Disbursement Amounts

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

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

10.1.8.2. The Contractor has not remitted unexpended service funds as set forth in Section 10.1.6 of this Contract.

10.1.9. State General Fund Program Rates

10.1.9.1. To administer the tiered payments, the Department has utilized enrollment data to determine the agency size definitions:

10.1.9.1.1. Agency Size Table

STATE GENERAL FUND PROGRAM AGENCY SIZE TABLE		
Description	**State SLS**	**FSSP**
Small Agency	1-20 Members	1-100 Members
Medium Agency	21-60 Members	101-300 Members
Large Agency	61+ Members	301+ Members

10.1.9.2. The Contractor shall be assigned as a small, medium, or large agency for State SLS and FSSP in writing through each agency's individual allocation using the table in 10.1.9.1.1.

10.1.9.3. Based on the Colorado Rural Health Center County Designation map, released by the State Office of Rural Health, the Department has determined the Contractor to be an Urban Agency.

10.1.10. State General Fund Program Rate Table

STATE GENERAL FUND PROGRAM RATE TABLE		
Description	**Rate**	**Frequency**
Critical Incident Reporting & Investigation: MANE	$317.89	Per Incident
Critical Incident Reporting & Investigation: Non-MANE	$42.53	Per Incident
Human Rights Committee	$114.46	Per Packet
Waiting List Management	$89.61	Per Contact
DD Determination	$421.92	Per Determination
Delay Determination	$251.02	Per Determination
State SLS and OBRA-SS Complaints Trend Analysis	Small Agency: $118.62 Medium Agency: $158.81 Large Agency: $200.92	Quarterly
State SLS and OBRA-SS CIRs Trend Analysis	Small Agency: $195.02 Medium Agency: $314.97 Large Agency: $456.43	Quarterly
State SLS Ongoing Case Management	$132.74	Monthly
State SLS In Person Monitoring	$96.32	Per Contact
State SLS Expenditure Report	Small Agency: $365.45	Monthly

	Medium Agency: $460.90 Large Agency: $569.70	
OBRA-SS Ongoing Case Management	$127.27	Monthly
OBRA-SS In Person Monitoring	$96.32	Per Contact
OBRA-SS Expenditure Report	$336.45	Monthly
FSSP Ongoing Case Management	$75.60	Monthly
FSSP Most In Need Assessment	$30.27	Per Assessment
FSSP Expenditure Report	Small Agency: $268.23 Medium Agency: $382.25 Large Agency: $506.71	Monthly
Family Support Council Meetings	$380.82	Per Meeting
FSSP Annual Report	$566.09	Annually
FSSP Program Evaluation	$481.78	Annually
State SLS and OBRA-SS Rural Travel Add-On (ISP, Monitoring) For Rural & Frontier Counties	$34.45	Per In Person ISP and Monitoring Contact

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

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

10.2. Administrative Function Compensation

10.2.1. The compensation under the Contract shall consist of fee for service reimbursement for administrative case management services. The Department shall pay the Contractor at the rates shown in the following table in Section 10.2.3 upon the Department's approval of all deliverables and services.

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

10.2.2.1. Agency Size Table

ADMINISTRATIVE FUNCTIONS AGENCY SIZE TABLE	
Description	**Member Count**

Small Agency	1-700 Members
Medium Agency	701-1500 Members
Large Agency	1501+ Members

10.2.2.2. Based on the table in 10.2.2.1, the Department has determined the Contractor to be a Medium Agency.

10.2.2.3. Based on the Colorado Rural Health Center County Designation map, released by the State Office of Rural Health, the Department has determined the Contractor to be an Urban Agency.

10.2.3. Administrative Functions Rate Table

ADMINISTRATIVE FUNCTIONS RATE TABLE		
Description	**Rate**	**Frequency**
Operations Guide	$7,331.00	Annually – Year 1 of the Contract
Operations Guide Update	$1,309.63	Annually – Years 2, 3, 4, and 5 of the Contract
Community Outreach Plan	Small Agency: $1,225.49 Medium Agency: $2,256.18 Large Agency: $3,286.86	Annually
Complaint Trend Analysis	Small Agency: $1,474.83 Medium Agency: $1,986.95 Large Agency: $2,498.18	Quarterly
Critical Incident Reporting & Investigation	$5.81	Monthly, Per Member Enrolled
Critical Incident Trend Analysis	Small Agency: $2,424.78 Medium Agency: $3,916.18 Large Agency: $5,675.06	Quarterly
Case Management Training	$594.03	Semi-Annually
Appeals – Creation of Packet	$338.03	Per Packet
Appeals – Attendance at Hearing	$451.51	Per Hearing
Human Rights Committee	$114.46	Per Member Reviewed
Waiting List Management	$89.61	Per Contact
DD Determination	$421.92	Per Determination
Delay Determination	$251.02	Per Determination

Initial Level of Care Evaluation And Determination	$217.51	Per Evaluation
Continued Stay Review – Level of Care Evaluation And Determination	$196.83	Per Evaluation
Rural Travel Add-On (Initial, CSR) For Rural & Frontier Counties	$34.45	Per Initial or CSR
HCBS-CES Applications – Initial	$174.00	Per Application
HCBS-CES Applications – CSR	$131.28	Per Application
SIS-A Assessments	$328.37	Per Assessment
HCBS-CHRP Support Need Level Assessment	$151.98	Per Asssessment

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

10.3. Billing and Payment Procedures

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

10.3.2. The Contractor shall be reimbursed for Administrative Functions at the frequency and criteria identified in Section 11 of this Contract, Invoicing and Payment Procedures.

10.3.3. The Contractor shall be reimbursed for State General Fund Programs at the frequency and criteria identified in Section 11 of this Contract, Invoicing and Payment Procedures up to the total allocation amount established by the Department and defined within Section 10 of this Contract, Compensation.

11. INVOICING AND PAYMENT PROCEDURES

11.1. Operations Guide

11.1.1. The Contractor shall develop an Operations Guide that meets all requirements outlined in this Contract for year one (1). The Contractor shall receive payment for the Operations Guide once the deliverable has been reviewed and approved by the Department.

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11.2. Operations Guide Updates

11.2.1. The Contractor shall review the Operations Guide for years two (2), three (3), four (4), and five (5) of this Contract, and determine if any modifications are required. Updates shall include but not be limited to any changes in the Work, in the Department's processes and procedures, or in the Contractor's processes and procedures. The Contractor shall submit the Annual Operations Guide Update as well as a summary of all changes to the Department or an explanation demonstrating that the Operations Guide was reviewed, and the Contractor determined that no edits were necessary. The Department shall review the Operations Guide Update and the summary to determine whether significant modifications were completed. The Contractor shall receive payment for the updated Operations Guide only after the Department has determined that significant changes were made, and the Department has approved the deliverable. If minor changes or no changes were completed the Contractor shall not receive payment for this deliverable. The Department does not consider changes such as updating dates, contact information or locations to be significant changes.

11.3. Community Outreach Plan

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

11.4. Developmental Disability and Delay Determinations

11.4.1. The Contractor shall input all disability determinations into the Department prescribed system within the required timeframes. The Department will pay disability determinations, based on data pulled from the Department prescribed system on the eighteenth (18) day of the month for determinations from the previous month.

11.5. HCBS Critical Incident Reports (CIRs) and Investigations

11.5.1. 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 member pulled from the Department prescribed system on the eighteenth (18) day of the month for enrollments from the previous month.

11.6. SGF Critical Incident Reporting and Investigation: MANE and Non-MANE

11.6.1. The Contractor shall ensure all CIRs have been entered in the Department prescribed system within the required timeframe. The Department will pay for all CIRs MANE and CIRs Non-MANE based on data pulled from the Department's prescribed system on the eighteenth (18) day of the month for CIRS from the previous month.

11.7. Level of Care Evaluation and Determination

11.7.1. The Contractor shall input all Level of Care Evaluations and Determinations into the Department prescribed system within the required timeframe. The Department will pay for all required Initial Assessments with the following event type: Initial Review, HCBS-DD Waitlist, Deinstitutionalization (DI), and Reverse Deinstitutionalization. The Contractor shall be reimbursed for only one HCBS-DD waiting list evaluation and

determination. The Department will pay for all required Continued Stay Reviews with the following event type: Continued Stay Review and Unscheduled Review. The Contractor shall only be reimbursed for Unscheduled Reviews required by a member's significant change in condition. The Department will pay the Contractor using data pulled from the Department prescribed system on the eighteenth (18) day of the month for assessments from the previous month. The Department shall not pay for Waitlist Reviews completed for those HCBS waivers that do not have a Waiting List. If the Contractor has been designated as a rural/frontier CCB by the Department, an additional rural add-on payment will be added to each evaluation.

11.8. HCBS-CES Applications

11.8.1. The Contractor shall submit all HCBS-CES applications to the Department's vendor for review and approval. The Department will pay for initial application per person applying for HCBS-CES per year, as well as CSR HCBS-CES application each year thereafter. The Department will not pay for initial or CSR applications that were denied due to being incomplete. Incomplete applications include any application that did not contain: a signature page, a completed Level of Care, DD or Delay Determination date, dates of service, or partial application (missing pages) which are required from the Contractor necessary to process the application. An incomplete application denial is different than a denial for the client not meeting nighttime and/or daytime criteria. The Department will pay for HCBS-CES applications from reports received by the Department's vendor on the eighteenth (18) of the month for assessments from the previous month.

11.9. Waiting List Management

11.9.1. The Contractor shall input all waiting list management contacts with individuals and families into the Department prescribed system within the required timeframe. The Department will pay for required Waiting List contacts from data pulled from the Department prescribed system on the eighteenth (18) of the month for assessments from the previous month. The Department shall not pay for more than one (1) contact per individual on the HCBS-DD ASAA and SN waiting list and State SLS or FSSP ASAA waiting list per year.

11.10. CIRs Trend Analysis

11.10.1. The Contractor shall receive payment for the quarterly CIRs Trend Analysis deliverable 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 the Deliverable shows that zero (0) Critical Incidents were received and no trends were identified that quarter, the Contractor shall not receive payment for the deliverable.

11.11. Complaint Log and Trend Analysis

11.11.1. The Contractor shall receive payment for the quarterly Complaint Log and Trend Analysis deliverable 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 the Deliverable shows that zero (0) complaints were received and no

trends were identified that quarter, the Contractor shall not receive payment for the deliverable.

11.12. Case Management Training

11.12.1. The Contractor shall receive payment for the Case Management Training deliverable 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.

11.13. Appeal Packets and Hearings

11.13.1. The Contractor shall input all appeal and hearing information into the Department prescribed system within the required timeframe. The Department will pay for all appeal hearings attended and appeal packets created from data pulled from the Department prescribed system on the eighteenth (18) day of the month for appeals from the previous month. The Contractor shall maintain all supporting documentation and packets related to all Appeals.

11.14. SIS-A Assessments

11.14.1. The Contractor shall input all SIS assessments into SIS Online by the last day of the month. The Contractor shall invoice the Department for all completed assessments by the fifteenth (15) day of the month for all assessments from the previous month. The Department will pay for all assessments once the invoice is reviewed and accepted. All invoices shall be submitted on the format prescribed by the Department.

11.15. HCBS-CHRP Support Need Level Assessment

11.15.1. The Contractor shall maintain all supporting documentation related to the Support Need Level Assessment and make it available to the Department upon request. The Contractor shall invoice the Department for all completed assessments by the fifteenth (15) day of the month for all assessments completed in the previous month. The Department will pay for assessments once the invoice and supporting documentation is reviewed and accepted. All invoices shall be submitted on the format prescribed by the Department.

11.16. Human Rights Committee Member Review

11.16.1. The Contractor shall invoice the Department for all members reviewed during a Human Rights Committee meeting by the fifteenth (15) day of the month for all meetings held in the previous month. The Department will pay for each member reviewed once the invoice has been reviewed and accepted. All invoices shall be submitted on the format prescribed by the Department. The Contractor shall maintain all supporting documentation related to a Human Rights Committee meeting and make it available to the Department upon request.

11.17. FSSP Needs Assessment

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11.17.1. The Contractor shall receive payment for one (1) most in need assessment for members enrolled or on the ASAA waiting list per fiscal year. The Contractor shall invoice the Department for all completed assessments by the fifteenth (15) day of the month for all assessments completed in the previous month. The Department will pay for assessments once the invoice has been reviewed and accepted. All invoices shall be submitted on the format prescribed by the Department. The Contractor shall maintain all most in need assessment documents and make them available to the Department upon request.

11.18. Family Support Council Meetings

11.18.1. The Contractor shall submit meeting minutes to the Department for FSC meetings attended by the fifteenth (15) day of the month for meetings attended in the previous month, and by June 30th or the Fiscal Year end close date determined by the Department for all meetings attended in June. The Department will pay for up to four (4) FSC meetings attended within the Fiscal Year once the invoice and supporting documentation has been reviewed and accepted. The Contractor shall maintain all supporting documentation related to an FSC meeting and make it available to the Department upon request.

11.19. State General Fund Ongoing Case Management and In Person Monitoring Contacts

11.19.1. The Contractor shall invoice the Department for all allowable ongoing case management and in person monitoring contacts for State SLS, OBRA-SS, and FSSP members by the fifteenth (15) day of the month for all activities conducted in the previous month. The Department will pay for up to one (1) in person monitoring contact per member per Fiscal Year for State SLS and OBRA-SS. The Contractor shall invoice the ongoing case management PMPM for State SLS as defined in Section 6.11.8, OBRA-SS as defined in Section 6.13.5, and FSSP as defined in Section 6.15.4 for each month the Contractor conducts an allowable case management activity. For Contractors designated as rural or frontier, the Department will pay an additional rural add-on rate for up to one (1) in person individual service plan meeting and one (1) in person monitoring visit per member for State SLS and OBRA-SS. All case management and monitoring activities shall be submitted on the format prescribed by the Department. The Contractor shall only invoice for in person monitoring and ongoing case management activities if the activity is completed and documented. The Contractor shall maintain internal documentation of all case management and in person monitoring activities and make these records available to the Department upon request.

11.20. Annual FSSP Report

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

11.21. FSSP Evaluation Report

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

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11.22. The due dates identified in this section shall be adhered to, and information entered into the Department's prescribed systems and/or submitted to the Department by a date identified in this Contract. For the month of June, the Department will notify the Contractor of the modified due date to account for year-end closing.

11.23. Payment and Billing Errors

11.23.1. The Contractor shall review all payments made by the Department to ensure accuracy within ten (10) Business Days of receiving a payment summary.

11.23.2. 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.

11.23.2.1. DELIVERABLE: Payment Correction Form

11.23.2.2. DUE: Within ten (10) Business Days of receiving a payment summary from the Department.

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

11.23.3.1. 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.

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

11.25. Closeout Payments

11.25.1. 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 END

EXHIBIT D, SUPPLEMENTAL PROVISIONS FOR FEDERAL AWARDS

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

1) Federal Award Identification
   i. Subrecipient: Denver Options, Incorporated DBA Rocky Mountain Human Services.;
   ii. Subrecipient Data Universal Numbering System (DUNS) Number: 556300317;
   iii. The Federal Award Identification Number (FAIN): 1805CO5ADM;
   iv. The Federal Award date is: July 1, 2020;
   v. The subaward period of performance start date is July 1, 2020 and the end date is June 30, 2021;
   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
FY2020-21	To Be Determined, Dependent on Caseload	To Be Determined, Dependent on Caseload	To Be Determined, Dependent on Caseload

   vii. Federal Award project description: To secure case management, associated utilization review services, and other administrative activities for applicants and individuals of the Home and Community Based Services Developmental Disabilities (HCBS-DD), Home and Community Based Services Developmentally Disabled Supported Living Services (HCBS-SLS), Home and Community Based Children's Habilitation Residential Program (HCBS-CHRP), and Home and Community Based Services Children's Extensive Support (HCBS-CES) Medicaid Waivers. The Contractor was selected by the State in accordance with Colorado Revised Statute (C.R.S.) Title 25.5, Article 10.
   viii. The name of the Federal awarding agency is the United States Centers for Medicare & Medicaid Services (CMS); the name of the pass-through entity is the Colorado Department of Health Care Policy & Financing (HCPF); and the contact information for the awarding official is Amanda Allen, Financial Compliance Unit Supervisor, Office of Community Living, 1570 Grant Street, Denver, CO 80203, Amanda.Allen@state.co.us, 303-866-5668.
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is 93.778, the name is Medical Assistance Program, and the dollar amount is To Be Determined, Dependent on Caseload.

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x. This award is not for research & development.

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

EXHIBIT END