CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	**Original Contract Number** 21-160383
Contractor Developmental Opportunities Incorporated DBA Starpoint	**Amendment Contract Number** 21-160383A2
Current Contract Maximum Amount No Maximum for any SFY	**Contract Performance Beginning Date** November 15, 2021
	Current Contract Expiration Date June 30, 2022

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR	STATE OF COLORADO
Developmental Opportunities Incorporated DBA Starpoint Bryana Marsicano, Chief Executive Officer	**Jared S. Polis, Governor** Department of Health Care Policy and Financing Kim Bimestefer, Executive Director
By: DocuSigned by: Bryana Marsicano 9890D1A290FD466...	By: DocuSigned by: 0B6A84797EA8493...
Date: 10/22/2021	Date: 10/22/2021

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

By: DocuSigned by: Greg Tanner BBE0F4C030DC45C...

Amendment Effective Date: 10/22/2021

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

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

4. PURPOSE

The purpose of this Contract is for the Contractor to serve as a Single Entry Point (SEP) Agency within a local area where a current member or potential long-term care client can obtain long-term care information, screening, assessment of need, and referral to appropriate long-term care program and case management services for all Coloradoans within their designated Region/District. The purpose of this Amendment is to add training requirements for the new assessment and support plan within the Care and Case Management Information Technology System (CCM), add a requirement for a Continuous Quality Improvement Plan, and to modify the monitoring requirements for the Contractor.

5. MODIFICATIONS

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

A. Exhibit B-1, STATEMENT OF WORK, is hereby deleted in its entirety and replaced with Exhibit B-2, attached. All references to Exhibit B-1 shall henceforth be a reference to Exhibit B-2.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

modifies those Special Provisions.

EXHIBIT B-2, STATEMENT OF WORK

1. CASE MANAGEMENT OBLIGATIONS

1.1. Contractor's Obligations

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

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

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

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

1.1.1.4. Long Term Care Single Entry Point System - 10 CCR 2505-10, Sections 8.390 through 8.393 *et seq.*

1.1.1.5. Home and Community Based Services Waiver for Persons with Brain Injury (HCBS-BI) – 10 CCR 2505-10, Section 8.515.

1.1.1.6. Home and Community Based Services Waiver for Persons who are Elderly, Blind and Disabled (HCBS-EBD) 10 CCR 2505-10, Sections 8.485 through 8.486.

1.1.1.7. Community Mental Health Supports Waiver (HCBS-CMHS) 10 CCR 2505-10, Section 8.509.

1.1.1.8. Home and Community Based Service Waiver for Persons with Spinal Cord Injury (HCBS-SCI) 10 CCR 2505-10, Section 8.517.

1.1.1.9. Waiver for Children with a Life Limiting Illness (HCBS-CLLI) 10 CCR 2505-10, Section 8.504.

1.1.1.10. Long-Term Care 10 CCR 2505-10, Sections 8.400 through 8.409.

1.1.1.11. Program for All-Inclusive Care for the Elderly (PACE) Section 25.5-5-412, Section 6a-b., C.R.S.

1.1.1.12. Recipient Appeals, 10 CCR 2505-10, Section 8.057.

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

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

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

1.1.3.2. The Contractor shall notify and obtain approval from the Department within 10 (ten) Business Days of the Effective Date in writing if regular business hours do not follow a standard Monday through Friday schedule, or have planned closures outside of federal, state or local legal holidays. The Contractor must have documented policies or procedures

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

1.1.3.3. Overcoming any geographic barriers within the Region/District, including distance from the agency office to provide timely assessment and case management services to Clients and Members.

1.1.3.4. Protecting Clients' and Members' rights as they relate to the responsibilities of SEP agencies as described in this Contract.

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

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

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

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

1.1.3.9. The Contractor shall support the Department's Equity, Diversity and Inclusion (EDI) efforts to include participation in a Department led EDI assessment and survey.

1.1.3.10. The Contractor shall consult with the Medical Consultant(s) regarding medical and diagnostic concerns and long-term home health prior authorizations.

1.1.4. **Collaboration with other Care Coordination Entities or Entry Point and Case Management Agencies**

1.1.5. The Contractor shall comply with written communication from the Department, provided by the Department, between the Contractor and community partners and service providers that outline how the Contractor will work together with these partners to coordinate care and better serve Department enrollees. As applicable, the communications shall address partnerships with:

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

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

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

1.1.5.4. The Contractor shall collaborate with the RAE when a Client or Member needs assistance in accessing or coordinating the Client's or Member's physical, behavioral, or mental health needs. This shall include, but is not limited to:

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

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

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

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

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

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

1.1.5.6. Community Centered Boards (CCB) are the agencies responsible for determining eligibility for LTSS programs targeted to Members with intellectual and developmental disabilities (I/DD). These programs include four (4) HCBS waivers and three (3) State General Funded programs. In addition to determining eligibility for these programs, the CCB also manages the waiting list for one (1) HCBS waiver. The CCB may also act as a Case Management Agency (CMA) and may also provide direct services. A CMA is responsible for providing case management services to Members enrolled in a HCBS waiver targeted to Members with I/DD. Case Management includes assessing a Member's needs, developing a Support Plan, referring for services, and monitoring the receipt of those services, along with the health and welfare of Members.

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

1.1.5.7.1. Coordinating the transfer of Members switching to or from an HCBS waiver targeted for Members with I/DD or specific to children with disabilities and connecting Clients or Members to the appropriate CCB or CMA.

1.1.5.7.2. Sharing information necessary for the CCB and/or CMA to assist Clients in accessing LTSS programs targeted for Clients with I/DD or children with disabilities.

1.1.5.7.3. Coordinating the receipt of LTSS when a Member is enrolled in an HCBS waiver not targeted for Members with I/DD and a State General Funded program.

1.2. **Qualification and Training Requirements**

1.2.1. Contractor's personnel, including but not limited to, Case Manager(s) and Case Management Supervisor(s) shall meet all qualification requirements listed in 10 C.C.R. 2505-10, Sections 8.393.1.L *et seq.*

1.2.2. The Contractor shall ensure all newly hired case managers meet the qualification requirements established in 10 C.C.R. 2505-10, Section 8.393.1.L. *et seq.*

1.2.3. The Contractor shall ensure that all case management staff receive training within one-hundred twenty (120) calendar days after the staff member's hire date and prior to being

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

1.2.3.1. Long Term Services and Supports Eligibility

1.2.3.2. Intake and Referral

1.2.3.3. Department prescribed Level of Care Screening and Assessment

1.2.3.4. Support Plan Development

1.2.3.5. Notices and Appeals

1.2.3.6. Department Information Management Systems Documentation

1.2.3.7. Long Term Home Health (LTHH)

1.2.3.8. Monitoring

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

1.2.3.10. Critical Incident Reporting

1.2.3.11. Waiver requirements and services

1.2.3.12. Mandatory reporting

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

1.2.3.14. Nursing Facility admissions

1.2.3.15. Disability and Cultural Competency

1.2.3.16. Participant Directed Training

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

1.2.5. The Contractor shall utilize training materials provided by the Department where applicable related to Section 1.2 of this Exhibit.

1.2.6. The Contractor shall participate in Department trainings. Participation can be at the time of the presented training or following the training using the materials available on the Department Website.

1.2.7. Case Management staff hired by the Contractor with a minimum of one-year immediate prior experience working for a Colorado SEP, may perform case management activities prior to completion of the training requirements. All outlined training at Section 1.2.3. of this Exhibit must be completed within one-hundred twenty (120) calendar days after the staff member's hire date, unless the Contractor can provide documentation that the required training has occurred.

1.2.8. The Contractor may elect to perform additional training not outlined in the Contract, but applicable to the Scope of Work. The Contractor may utilize the Department's Case Management Training Template to identify trainings attended that are not required by the Department.

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

1.2.10. Within one year of implementation of the Department prescribed Level of Care Assessment:

1.2.11. Case Managers are required to receive oversight reviews of their performance including their competency with completing the Level of Care Assessment. Supervisors, lead workers or a case manager with three years of case management experience shall perform shadow assessments with one half of the Contractors Case Management staff prior to the end of Contract Fiscal year twice per year to complete the Level of Care Assessment. Documentation on Case Manager performance shall be maintained by the Contractor and provided to the Department upon request.

1.2.12. Case Managers are required to meet competency requirements determined by the Department to perform case management tasks including the correct application of the assessment and person-centered support plan, and applicable waiver benefits. Case Managers must pass assigned training competency requirements to independently perform Case Management activities.

1.2.12.1. **DELIVERABLE:** Case Management Training

1.2.12.2. **DUE:** Semi-Annually, trainings held between July 1st and December 31st are due January 15th, and trainings held between January 1st through June 29th are due June 30th or the Fiscal Year end close date set by the Department.

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

1.2.14. Case Management staff employed by the Contractor shall complete Department prescribed training prior to the launch of the Department's new Care and Case Management Information Technology System (CCM), and the new assessment and support plan.

1.2.15. Case managers must meet the competency requirements as outlined in Department training guidance.

1.2.15.1. **DELIVERABLE**: Completed Case Management Training on the Care and Case Management Information Technology System (CCM), assessment and support plan

1.2.15.2. **DUE**: No later than June 1st

1.3. Complaints and Grievances

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

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

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

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

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

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

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

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

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

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

1.3.4.1. Document complaints received

1.3.4.2. Address substantiated complaints

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

1.3.4.4. Conduct a quarterly trend analyses of all complaints received for the full period of the Contract.

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

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

1.3.7. If Contractor received less than five (5) complaints during the quarter and cannot establish a complaint trend, the Contractor may submit the Complaint Trends Analysis to the Department with the complaint log that includes the date of complaint, name of the complainant, the nature of the complaint and the date and description of the resolution.

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

1.3.8.1. **DELIVERABLE:** Complaint Trend Analysis

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

1.4. Continuous Quality Improvement Plan

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

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

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

1.4.1.3. How the Contract identifies and addresses Case Management performance issues.

1.4.2. The Contractor shall submit the Continuous Quality Improvement Plan to the Department for review, approval, and payment.

1.4.2.1. **Deliverable**: Continuous Quality Improvement Plan

1.4.2.2. **DUE**: Annually, June 1st

1.5. **Appeals**

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

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

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

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

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

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

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

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

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

1.5.10. The Contractor shall document all Appeals Creation of the Packet and Attendance at the Hearing information, no later than the tenth (10th) day of the month following the month when the packet or hearing was completed, and follow-up in the Department prescribed system and maintain detailed documentation. The Department will review internal data reports to verify the number of Appeal Packets completed and number of Hearings attended for payment purposes.

1.5.10.1. **PERFORMANCE STANDARD:** One hundred percent (100%) of Appeal Packets and Hearings Attended are added to the Department prescribed system monthly by the tenth (10th) day of the month following the month when the packet or hearing was completed.

1.6. **Critical Incident Reporting**

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

1.6.2. The Contractor shall ensure all suspected incidents of abuse, neglect, and exploitation are immediately reported consistent with current statute; Section 19-10-103 C.R.S. Colorado Children's Code, Section 18-8-115 C.R.S. (Colorado Criminal Code- Duty to Report a

Crime), 18-6.5-108 C.R.S. (Colorado Criminal Code-Wrongs to At-Risk Adults), and Section 26-3.1-102, C.R.S. (Social Services Code-Protective Services).

1.6.3. The Contractor shall document all CIR follow-up information in accordance with Department direction in the Department prescribed system and maintain detailed documentation. The Department will review internal data reports of CIRs MANE and Other to verify the number of CIRs-MANE and CIRs-Other for payment purposes.

1.6.3.1. **PERFORMANCE STANDARD:** One hundred percent (100%) of CIRs (CIRs-MANE and CIRs-Other) are added to the Department prescribed system within one (1) Business day.

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

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

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

1.6.4.3. High Priority Follow Up – CIRs which require immediate attention and must be addressed to ensure the immediate health and safety of a waiver participant must be remediated within and responded to in the Department prescribed system within twenty-four to forty-eight (24-48) hours.

1.6.4.4. Medium Priority Follow Up – CIRs which require additional information or follow up to ensure appropriate actions are taken and there is no immediate risk to the health and safety of the waiver participant must be completed in the Department prescribed system within three to four (3-4) Business Days.

1.6.4.5. Low Priority Follow Up – CIRs that have been remediated by CMAs, have addressed immediate and long-term needs, have implemented services or supports to ensure health and safety and those that have protocols in place to prevent a recurrence of a similar CIR but may require an edit to the CIR or additional information entered into the Department prescribed system. The follow up for CIRs in this category must be completed and entered within five (5) business days.

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

1.7. **Corrective Action Plan**

1.7.1. When the Department determines that the Contractor is not in compliance with any term of this Contract, the Contractor, upon written notification by the Department, shall develop a corrective action plan. Corrective action plans shall include, but not be limited to:

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

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

1.7.1.3. Contractor's employee(s) responsible for implementing the actions.

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

1.7.2. The Contractor shall submit the Corrective Action Plan to the Department within ten (10) Business Days of the receipt of a written request from the Department.

1.7.2.1. **DELIVERABLE:** Corrective Action Plan

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

1.7.3. The Contractor shall notify the Department in writing, within three (3) Business Days, if it will not be able to present the Corrective Action Plan by the due date. The Contractor shall explain the rationale for the delay and the Department may grant an extension, in writing, of the deadline for the Contractor's compliance.

1.7.4. Upon receipt of the Contractor's Corrective Action Plan, the Department will accept, modify or reject the proposed Corrective Action Plan. Modifications and rejections shall be accompanied by a written explanation.

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

1.7.4.2. **DELIVERABLE:** Revised Corrective Action Plan

1.7.4.3. **DUE:** Within five (5) Business Days of the Department's rejection

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

1.7.6. If corrections are not made by the timeline and/or quality specified by the Department then funds may be withheld from this Contract. Payments of funds from this Contract will resume beginning the month that the correction is made and accepted by the Department.

1.7.7. As part of the Corrective Action Plan, supporting documentation demonstrating that deficiencies have been remediated may be required. The Contractor shall ensure all supporting documentation is submitted within the timeframes established in the Corrective Action Plan.

1.7.8. Upon receipt of the Contractor’s supporting documentation, the Department will accept, request modifications, or reject the documentation. Modifications and rejections shall be accompanied by a written explanation.

1.7.9. In the event of a rejection of the Contractor's supporting documentation to the Corrective Action Plan, the Contractor shall correct and resubmit the supporting documentation to the Department for review.

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

1.7.10.1. **DELIVERABLE:** Revised Supporting Documentation

1.7.10.2. **DUE:** Within five (5) Business Days of the Department's rejection

1.7.11. If corrections are not made by the timeline and quality specified by the Department then funds may be withheld from this Contract. Payments of funds from this Contract will resume beginning the month that the correction is made and accepted by the Department.

2. INTAKE, SCREENING, AND REFERRAL

2.1. The Contractor shall perform all intake, screening and referral functions/activities for the operation of a SEP agency in accordance with §25.5-6-104, C.R.S. and 10 CCR 2505-10, Sections 8.393.2.B. *et seq.,* shall include, but not limited to, the following:

2.1.1. Facilitating the Medicaid application process and responding to all referrals of potentially eligible Clients within two (2) Business Days of receipt of the referral.

2.1.2. Processing information regarding Client Medicaid eligibility within two (2) Business Days of receipt from the eligibility site.

2.1.3. Ask referring agencies to complete and submit an intake and screening form to initiate the process.

2.1.4. Providing information and referral to other agencies as needed.

2.1.5. Making initial contact with Clients to include a preliminary screening in the following areas:

2.1.5.1. A Client's need for LTSS.

2.1.5.2. A Client's need for referral to other programs or services.

2.1.5.3. A Client's eligibility for financial and program assistance.

2.1.5.4. The need for a Level of Care Screening and Assessment.

2.1.5.5. Maintain Client records including documentation of the referrals and outcome utilizing the Department's prescribed system.

2.1.5.6. The Contractor shall ensure documentation includes the Client's need for LTSS and/or the Client's request for a Level of Care Screening and Assessment, even though the screening indicates the Client may not be eligible for LTSS.

2.1.5.7. Clients shall be notified at the time of their application for publicly funded LTSS that they have the right to appeal actions of the SEP agency. The notification shall include the right to request a fair hearing before an Administrative Law Judge.

2.1.5.8. **PERFORMANCE STANDARD:** One hundred percent (100%) of Referrals are entered into the Department prescribed system monthly by the tenth (10^{th}) day of the following month for the previous month

3. LEVEL OF CARE SCREENING AND ASSESSMENT

3.1. The Contractor shall perform all Initial and Continued Stay Review Level of Care Screening and Assessments for the operation of a SEP agency in accordance with §25.5-6-104, C.R.S., 10 CCR 2505-10, Section 8.401, and 10 CCR 2505-10, Sections 8.393.2 *et seq.*

3.1.1. The Contractor shall conduct Initial and Continued Stay Review (CSR) Level of Care Screening and Assessments for the following LTSS programs:

3.1.1.1. HCBS waivers;

3.1.1.2. Program of All-Inclusive Care for the Elderly (PACE);

3.1.1.3. Nursing Facility;

3.1.1.4. Hospital Back-Up (HBU); and

3.1.1.5. Long Term Home Health.

3.1.2. The Contractor shall conduct an Initial and CSR Level of Care Screening and Assessment in accordance with the following timelines:

3.1.2.1. Ten (10) Business Days after receiving confirmation that the Medicaid application has been received by the county Department of Human or Social Services for Clients residing in the community.

3.1.2.2. Ten (10) Business Days after receiving a referral from a provider for the PACE.

3.1.2.3. Five (5) Business Days after receiving a completed referral from the nursing facility.

3.1.2.4. Five (5) Business Days after receiving a completed approval for the CLLI Waiver.

3.1.2.5. Two (2) Business Days after receiving a completed referral from the hospital.

3.1.3. Initial Level of Care Screening and Assessment shall include the following Assessment Event Types:

3.1.3.1. Initial Review (IR)

3.1.3.2. Deinstitutionalization (DI)

3.1.3.3. Reverse Deinstitutionalization (RDI)

3.1.4. The Contractor shall conduct a CSR Level of Care Screening and Assessment no earlier than ninety (90) days prior to and no later than the previous Level of Care Screening and Assessment end date.

3.1.4.1. CSR Level of Care Screening and Assessment shall include the following Assessment Event Types:

3.1.4.2. Continued Stay Review

3.1.4.3. Nursing Facility Transfers

3.1.4.4. Unscheduled Review

3.1.4.5. An Unscheduled Review Assessment Event Type shall be utilized when a Level of Care Screening and Assessment is completed due to a change in the Member functioning and support needs.

3.1.4.6. In the event the Contractor fails to conduct the CSR Level of Care Screening and Assessment for a Member enrolled in a HCBS waiver, the Contractor shall be responsible for reimbursing any providers for services rendered during the gap in eligibility.

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

3.1.4.8. The Contractor shall conduct an Initial and CSR Level of Care Screening and Assessment to include, but not limited to, the following:

3.1.4.9. Verification of Medicaid eligibility or Medicaid application submission.

3.1.4.10. Conduct all Level of Care Screening and Assessments face-to-face with the Client or Member, at minimum, and in the place where the Client or Member resides.

3.1.4.11. Receipt and Review of the Professional Medical Information Page (PMIP).

3.1.4.12. The Contractor shall verify that a Client or Member needs an institutional level of care by receiving a PMIP signed by a medical professional and dated no earlier than six (6) months from the certification start date and no later than ninety (90) days from the evaluation date of an Initial Level of Care Screening and Assessment; and within

ninety (90) Calendar Days of the certification start date and before the certification end date for a CSR for all Clients and Members currently receiving services through Hospital Back-Up Unit (HBU), Nursing Facility (NF) and Program for All-Inclusive Care for the Elderly (PACE).

3.1.4.13. Review of all supportive information (documentation and interviews) related to the functional capacity of the Client or Member.

3.1.4.14. Communicating Functional Eligibility status to the appropriate eligibility site.

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

3.1.4.16. Review of HCBS waiver target criteria for applicant, Client or Member participation.

3.1.4.17. Determine Client or Member Functional Eligibility for enrollment in an HCBS waiver, PACE, LTHH, HBU or NF admission.

3.1.4.18. Provide a notice of action to Clients or Members of all appealable actions related to their eligibility in a LTSS program.

3.1.4.19. Maintaining Client or Member records including all relevant information utilizing the Department's prescribed system.

3.1.4.20. Contactor shall document all Initial and CSR Functional Eligibility Assessment information in the Department prescribed system according to assessment timeline identified at 10 CCR 2505-10, Sections 8.393.2.C *et seq.*

3.1.4.21. **PERFORMANCE STANDARD:** One hundred percent (100%) of Initial Level of Care Screening and Assessments and Continued Stay Review Level of Care Screening and Assessments are completed within required timelines at 10 CCR 2505-10, Sections 8.393.2.C *et seq.* and are entered into the Department prescribed system. Assessments must be verified by the tenth (10^{th}) day of the month for the previous month.

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

4.1. The Contractor shall participate in a Soft Launch of the Department's new Care and Case Management Information Technology System (CCM) and the new assessment and support plan instruments as requested and determined by the Department.

4.1.1. The Contractor shall participate in the Soft Launch, as determined by the Department.

4.1.2. The activities in the Soft Launch will be completed in place of the ULTC 100.2 and Service Plan currently completed in the Benefits Utilization System (BUS).

4.1.3. The Soft Launch will include administration of the new assessment and support planning instruments, which consist of distinct modules in the CCM. The Contractor will administer the new LOC Screen module; new Needs Assessment, to include either the Basic Assessment module or the Comprehensive Assessment modules, as determined by the department; and the new Person-Centered Support Plan Module for initial and reassessments occurring during the duration of the Soft Launch period. All other case management activities not specified in this section are required to be completed for each individual seeking services or member participating in the Soft launch as otherwise required by the contract or regulations, in the BUS, Bridge, or DDD Web, as applicable.

4.2. All activities specified in this section shall apply only to case managers identified by the Contractor and approved by the Department to participate in the Soft Launch and the initial or CSR assessments and support plans administered by them.

4.2.1. The contractor shall assign staff who meet the case manager qualifications set forth in statutes to, in sufficient numbers to be determined by the Department, to perform all case management activities of the Soft Launch.

4.2.2. The identified and approved staff shall participate in training, as required and outlined by the Department, on the CCM system automation; the new assessment and the support plan instruments to include, but not limited to, the LOC Screen, Basic and Comprehensive Needs Assessment modules, and Person-Centered Support Plan module prior to performing a new assessment and support plan process in the CCM system.

4.2.3. The contractor shall explain and offer the option to members to voluntarily participate as an early adopter of the new assessment and support plan process on a voluntary basis, at the time of the CSR and at initial enrollment, as directed by the Department.

4.2.4. The Contractor shall complete all coordination and scheduling with volunteer early adopters for each of the required steps in the soft launch assessment and support plan process.

4.3. The Contractor shall complete the intake, screening and referral process in the CCM system for all individuals, as applicable.

4.3.1. The Contractor shall conduct an Initial LOC Screen for all new applicants to all waiver programs as indicated during the intake, screening and referral process using the new LOC Screen instrument automated in the CCM system, as directed by the Department.

4.3.2. The Contractor shall schedule and conduct new LOC Screen in accordance with the timelines in Section 4.4.4 of this Contract.

4.3.3. The Contractor shall conduct a Level of Care Assessment for Continued Stay Reviews for the following Home and Community Based Services (HCBS) Waivers in the CCM system:

4.3.3.1. Home and Community Based Services Waiver for Person with Brain Injury (HCBS-BI)

4.3.3.2. Home and Community Based Services Waiver for Person who are Elderly, Blind and Disabled (HCBS-EBD)

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

4.3.3.4. Home and Community Based Service for Persons with Spinal Cord Injury (HCBS-SCI)

4.3.3.5. Waiver for Children with Life Limiting Illness (HCBS-CLLI)

4.3.4. The Contractor shall assess and determine eligibility for HCBS waivers based on each waiver program targeting criteria and assist the client to select the appropriate waiver based on the eligibility determination.

4.3.5. The Contractor shall manually submit LOC determination, to include the waiver program selection based on the targeting criteria eligibility determination, to the appropriate county, using a process as determined by the Department. For initial enrollments, once confirmation of financial eligibility is determined, if the individual has chosen a waiver program that is not managed by the Contractor, the Contractor shall coordinate a transfer to the appropriate case management agency and assure the transfer is reported to the Department and is completed.

4.3.6. The Contractor shall complete the Introduction to the Assessment module in the CCM system, offering the option of the Basic Assessment module or Comprehensive Assessment module, as directed by the Department.

4.3.7. The Contractor shall conduct the appropriate assessment, as directed by the Department, and the Person-Centered Support Plan module in the CCM system.

4.3.8. The Contractor shall enter PARs and other required information into the Bridge for any of the early adopter members.

4.3.9. The Contractor shall provide feedback on system automation, system issues and training materials. The Contractor shall document soft launch related activities and time spent on these activities as directed by the Department or the Department's designee.

4.3.9.1. **DELIVERABLE**: Completed Soft Launch Case Management Training on the Care and Case Management Information Technology System (CCM), assessment and support plan.

4.3.9.2. **DUE**: No later than January 31st

5. ON-GOING HCBS CASE MANAGEMENT

5.1. Case Management Services

5.1.1. Case Management services shall include, but is not limited to:

5.1.1.1. A range of deliberate activities to organize and facilitate the appropriate delivery of Long Term Services and Supports that support Member health and well-being.

5.1.1.2. The Contractor shall use a Person-Centered Approach to Case Management, which takes into consideration the preferences and goals of Members and then connects them to the resources required to address assessed needs, goals, and preferences.

5.1.1.3. The Contractor shall not duplicate Care Coordination provided through the RAEs and other programs designed for special populations; rather, the Contractor shall work to link the different Care Coordination activities to promote a holistic approach to a Member's care.

5.1.1.3.1. The Contractor shall ensure that Case Management:

5.1.1.3.2. Is accessible to Members.

5.1.1.3.3. Is culturally responsive.

5.1.1.3.4. Respects Member preferences.

5.1.1.3.5. Protects Members' Privacy.

5.1.1.3.6. Supports regular communication between service providers, other agencies, and the Member.

5.1.1.3.7. Reduces duplication and promotes continuity by collaborating with the Member and the Member's service providers.

5.2. Functional Needs Assessment

5.2.1. The Contractor shall conduct an Initial Level of Care Screening and Assessment and periodic reassessment, as needed by the Member, to determine the need for any medical, educational, social or other services.

5.2.2. The Contractor shall conduct a reassessment at minimum annually or when the Member's condition changes such that a new support need is identified.

5.2.3. The Level of Care Screening and Assessment shall include but is not limited to the following:

5.2.3.1. Initial and annual completion of the Instrumental Activities of Daily Living (IADL) assessment.

5.2.3.2. Review of the Level of Care Screening and Assessment information.

5.2.3.3. Review of any relevant medical, educational, social, or other services records.

5.2.4. The Contractor shall follow 10 C.C.R. 2505-10, Section 8.393.6 when transferring a Member from one county to another county or from one SEP Region/District to another Region/District.

5.2.5. The Contractor shall take action regarding Member Medicaid eligibility within one (1) Business Day of receipt from the eligibility site.

5.3. **Support Planning**

5.3.1. The Contractor shall develop Support Plans as part of the operations of a SEP agency in accordance with §25.5-6-104, C.R.S. and 10 CCR 2505-10, Sections 8.393.2.E. *et seq.*

5.3.2. The Contractor shall create and maintain a Support Plan for Members in accordance with the following timelines:

5.3.2.1. Within fifteen (15) Business Days after determination of program eligibility for HCBS waivers.

5.3.3. The Contractor shall provide necessary information and support to ensure that the Member directs the process to the maximum extent possible and is able to make informed choices and decisions and create a Support Plan. This Support Plan shall include, but not be limited to, the following:

5.3.3.1. Ensure the Support Planning occurs at a time and location convenient to the Member receiving services;

5.3.3.2. Be led by the individual, family members and/or Member's representative with the case manager;

5.3.3.3. Includes people chosen by the Member;

5.3.3.4. Addresses the goals, needs and preferences identified by the Member throughout the planning process;

5.3.3.5. Addresses the needs identified in the Level of Care Screening and Assessment;

5.3.3.6. Offers informed choice to the Member regarding the services and supports they receive and from whom, as well as the documentation of services needed, including type of service, specific functions to be performed, duration and frequency of service, type of provider and services needed that may not be available;

5.3.3.7. Include strategies for solving conflict or disagreement within the process, including clear conflict-of-interest guidelines for all planning participants;

5.3.3.8. Reflect cultural considerations of the Member and be conducted by providing information in plain language and in a manner, that is accessible to individuals with disabilities and persons who are limited English proficient;

5.3.3.9. Formalize the Support Plan, with the informed consent of the member in writing, and obtain signatures by all individuals and providers responsible for its implementation, in accordance with program requirements;

5.3.3.10. Contain prior authorization for services, in accordance with program directives, including cost containment requirements;

5.3.3.11. Include a method for the Member to request updates to the plan as needed;

5.3.3.12. Include an explanation of complaint procedures to the Member;

5.3.3.13. Include an explanation of critical incident procedures to the Member; and

5.3.3.14. Explain the appeals process to the Member.

5.3.3.15. The Contractor shall enter all Support Plan information into the Department's prescribed system(s).

5.3.4. The SEP Agency shall complete the following portion of the Support Plan for all Members admitting to a NF, PACE or HBU:

5.3.4.1. Support Plan Information,

5.3.4.2. Medicaid Long Term Care Disclosures,

5.3.4.3. Roles and Responsibilities,

5.3.4.4. Complaint Process,

5.3.4.5. Service and Provider Choice,

5.3.4.6. Statement of Agreement, and

5.3.4.7. Support Plan Participants

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

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

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

5.4. **Referral and Related Activities**

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

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

5.4.2.1. Providing a list of qualified provider agencies;

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

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

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

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

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

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

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

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

5.4.4.4. State plan benefits;

5.4.4.5. Third party resources;

5.4.4.6. Natural supports;

5.4.4.7. Charitable organizations; or

5.4.4.8. Other public assistance programs.

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

5.4.6. Upon final PAR approval, the Contractor shall ensure all providers identified in the Support Plan receive the approved Prior Authorization (PA) number and necessary information from the Support Plan to provide services.

5.4.7. The Contractor shall create or revise the PAR no less than annually, when the Member experiences a change in needs warranting a change in HCBS waiver services and when required by the Department.

5.4.8. The PAR shall be entered into the Department's prescribed system, no later than five (5) Business Days from finalization of the Support Plan and provider selection and acceptance.

5.4.8.1. **PERFORMANCE STANDARD:** One hundred percent (100%) of PARs shall be entered into the Department's prescribed system by the required timeframe.

5.5. Monitoring

5.5.1. The Contractor shall conduct monitoring for each Member enrolled in an HCBS waiver.

5.5.2. Monitoring shall be conducted in accordance with 10 CCR 2505-10, Section 8.393.2.G.4 and pursuant to the specific waiver requirements.

5.5.3. Monitoring shall occur at the frequency and in the method identified in the HCBS waiver and Department regulations for which the Member is enrolled.

5.5.4. At minimum, monitoring includes, but is not limited to the following:

5.5.4.1. Review of the Support Plan.

5.5.4.2. Review of the Member's satisfaction with services.

5.5.4.3. Review of the receipt of services to ensure services are provided in accordance with the approved Support Plan and Prior Authorization.

5.5.5. The Contractor shall conduct a review of service utilization to ensure each Member is receiving at least one (1) HCBS waiver service every thirty (30) calendar days and to detect overutilization and/or underutilization of authorized HCBS waiver services, which may result in a revision to the Support Plan and Prior Authorization.

5.5.6. The Contractor shall review health and safety concerns;

5.5.7. The Contractor shall conduct a review of any Critical Incidents;

5.5.8. The Contractor shall contact providers, as necessary, but no less than every six (6) months;

5.5.8.1. Referrals to other agencies or services as needed; to include contacting and collaborating with the RAE when the Monitoring indicates the Member's needs for physical and/or behavioral health care; and obtaining collateral information as needed.

5.5.9. The Contractor shall obtain collateral information as needed.

5.5.9.1. Results of the Monitoring may lead to the need for the Contractor to revise the Support Plan and Prior Authorization. When this occurs, the Contractor shall comply with Department regulations and this Contract.

5.5.9.2. The Contractor shall conduct an In-Person Monitoring visit at least one (1) time during the Support Plan year.

5.5.9.3. The Contractor shall ensure one required monitoring visit is conducted in-person with the Member, in the Member's place of residence.

5.5.9.4. The Department will reimburse the Contractor for up to one (1) additional Virtual or In-Person Monitoring visit during the Support Plan year. The additional Virtual or In-Person Monitoring visit shall be determined by the Member's needs and agreed upon by the Member or at the direction of the Department. The additional In-Person Monitoring may occur, but is not limited to the following:

5.5.9.4.1. Following a Critical Incident;

5.5.9.4.2. Upon change in residential setting or following release from short-term incarceration, discharge from a hospital, nursing facility, or other institutional setting that did not require a Level of Care Screening and Assessment;

5.5.9.4.3. Due to a reported change in need that may necessitate a Support Plan revision;

5.5.9.4.4. As an outcome of a monthly monitoring contact requiring additional follow up with the member;

5.5.9.4.5. Following a Member complaint or a request for assistance to resolve an ongoing issue that presents a health and safety risk;

5.5.9.4.6. For transition planning purposes.

5.5.9.4.6.1. Virtual monitoring is defined as the use of electronic video whereby the member and the case manager can view one another on screen, in real-time while speaking/meeting.

5.5.9.4.6.2. The additional Virtual or In-Person Monitoring visit may occur in a setting of the member's choosing.

5.5.9.5. The Contractor shall conduct additional monitoring as needed by the Member and in a method as needed or as agreed to by the Member.

5.5.9.6. The Contractor shall document all In-Person Monitoring activities in the Department's prescribed system and maintain detailed documentation. The Department will review internal data reports to verify the number of In-Person Monitoring activities for payment purposes.

5.5.9.7. **PERFORMANCE STANDARD:** One hundred percent (100%) of In-Person Monitoring activities shall occur at the frequency specified in the HCBS waiver for which the Member is enrolled.

5.5.9.8. **PERFORMANCE STANDARD:** One hundred percent (100%) of In-Person Monitoring activities shall be documented in the Department's prescribed system within the required timeframe.

5.6. **Committee Updates**

5.6.1. The Contractor shall perform all necessary business functions for the operation of a SEP Agency as defined in the state statutes and regulations including, but not limited to the following:

5.6.1.1. Establishing a community advisory committee for the purpose of providing public input and guidance for SEP Agency operation. The committee shall meet at least twice a year or more often as necessary.

5.6.1.2. Establishing a Resource Development committee to facilitate the development of local resources to meet the LTSS needs of Clients and Members who reside within the SEP Region/District.

5.6.2. At least bi-annually, the Contractor shall provide written Committee Updates to the Department. Active, on-going participation by key management or administrative staff in other provider or interest group meetings to discuss Resource Development issues are an acceptable substitute as long as complete documentation of the discussions and progress made in developing relevant solutions is incorporated into the committee updates.

5.6.3. The Contractor shall submit the Committee Updates on the Department prescribed template for the Department's review, approval, and payment

5.6.3.1. **DELIVERABLE:** Committee Updates

5.6.3.2. **DUE:** Bi-Annually, for meetings held between July 1st and December 31st, Committee Updates are due January 15th, and for meetings held between January 1st through June 29th, Committee Updates, are due June 30th of each year or the Fiscal Year end close date determined by the Department

5.7. **Certification**

5.7.1. The Department or a designee shall review the performance of the Contractor.

5.7.2. Performance monitoring may include a review of log notes, support plans, assessments and other documentation relevant to the long-term care services provided the Member. The Contractor shall be notified within thirty (30) days of the outcome of a review that may result in approval, provisional approval, denial or termination of certification. The Department may appoint a designee to monitor and/or make certification recommendations.

5.7.3. The Department, in accordance with state statutes and regulations, shall certify the Contractor. Certification shall be based upon, but not limited to, results of on-site visits, evaluation results of the quality of service provided, compliance with Program requirements, service timeliness, performance of administrative functions, costs per Member, communications with Members, Member monitoring, targeting populations served, community coordination and outreach and financial accountability.

6. ACCOUNTING

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

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

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

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

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

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

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

7. SUBRECIPIENT STATUS AND REQUIREMENTS

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

7.2. Single Audits

7.2.1. Under the Final Rule, all Non-Federal Entities, as defined in the Final Rule, expending $750,000.00 or more from all federal sources (direct or from pass-through entities) must have a single or program-specific audit conducted for that year in accordance with Subpart F of the Final Rule.

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

7.2.3. If the expected or actual expenditures of federal assistance from all sources do not equal or exceed $750,000.00 the Contractor shall provide an attestation to the State that they do not qualify for a Single Audit.

7.2.4. Pursuant to the Final Rule §200.512 (a)(1) the Single Audit must be completed and submitted to the Department within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. If the due date falls on a Saturday, Sunday, or federal holiday, the reporting package is due the next Business Day.

7.2.4.1. **DELIVERABLE:** Single Audit

7.2.4.2. **DUE:** Within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period

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

7.2.5.1. **DELIVERABLE:** Attestation Form

7.2.5.2. **DUE:** Within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period

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

8. COMPENSATION AND INVOICING

8.1. Administrative Compensation

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

SEP ADMINISTRATIVE RATE TABLE

DELIVERABLE DESCRIPTION	PAYMENT FREQUENCY	RATE
Operations Guide	One Time Payment per Initial Guide	$7,377.26
Operations Guide Update and Summary	Each Annual Update	$1,327.01
Complaint Trend Analysis	Per Quarterly Deliverable	$3,599.28
Critical Incident Reporting	Per Month Per Enrollment	$1.50
Critical Incident Follow-Up Completion Performance Standard	Per Quarter	$2,289.91
Case Management Training	Per Bi-Annual Deliverable	$605.39
Committee Updates	Per Bi-Annual Deliverable	$1,000.11
Appeals – Creation of Packet	Per Appeal Packet	$496.08
Appeals – Attendance at Hearing	Per Appeal Hearing Attended	$281.65
Initial Level of Care Screening and Assessment	Payment per Assessment	$264.67
Continued Stay Review – Level of Care Screening and Assessment	Payment per Assessment	$183.97
Monitoring	Payment per Monitoring Visit (Up to 2 Visits per Year)	$83.45
On-Going Case Management PMPM Tier One (1-700)	Payment per Member per Month	$89.63

On-Going Case Management PMPM Tier Two (701-2750)	Payment per Member per Month	$85.28
On-Going Case Management PMPM Tier Three (2751+)	Payment per Member per Month	$73.37
Rural Travel Add-On (Initial, CSR, In-Person Monitoring) for Rural and Frontier Counties	Payment per Activity	$34.96
CCM Pilot – Initial Level of Care Screen	Per Assessment	$196.22
CCM Pilot – Continued Stay Review Level of Care Screen	Per Assessment	$182.55
CCM Pilot – Initial Basic Needs Assessment	Per Assessment	$247.74
CCM Pilot – Continued Stay Review Basic Needs Assessment	Per Assessment	$232.53
CCM Pilot – Initial Comprehensive Needs Assessment	Per Assessment	$309.68
CCM Pilot – Continued Stay Review Comprehensive Needs Assessment	Per Assessment	$295.95
Completed Soft Launch Case Management Training on the Care and Case Management Information Technology System (CCM), Assessment, and Support Plan Instruments	Upon Training Completion	Calculated Allocation
Completed Case Management Training on the Care and Case Management Information Technology System (CCM), Assessment, and Support Pplan iInstruments	Upon Training Completion	Calculated Allocation
Continuous Quality Improvement Plan	Per Plan	$472.86

8.1.2. The rates shown above are determined by the approved appropriation from the Colorado General Assembly. The Department, at its discretion, shall have the option to increase or decrease these rates as the Department determines necessary based on its approved appropriation or to correct an administrative error in rate calculations. To exercise this option, the Department shall provide written notice to Contractor in a form substantially similar to the Sample Option Letter in original Contract, and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.

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

9. PAYMENT PROCEDURES

9.1. Operations Guide

9.1.1. The Contractor shall submit the Operations Guide and all required components. The Contractor shall receive payment for the Operations Guide only after the Department has received, reviewed, and accepted the Deliverable.

9.2. **Operations Guide Update and Summary**

9.2.1. The Contractor shall review its Operations Guide on an annual basis and determine if any modifications are required to account for any changes in the Work, in the Department's processes and procedures, or in the Contractor's processes and procedures and update the Operations Guide as appropriate to account for any changes. The Contractor shall submit an Operations Guide Update, as well as, a Summary of all changes to the Department or an explanation demonstrating that the Operations Guide Update was reviewed, and the Contractor determined that no edits were needed. The Department shall review the update summary and determine whether significant modifications to the Operations Guide Update were completed. The Contractor shall receive payment for an Operations Guide Update only after the Department has determined that significant changes were made and accepted. If minor changes or no changes were completed the Contractor shall not receive payment for this Deliverable.

9.2.2. The Department does not consider changes such as updating dates, contact information or locations to be significant changes. Significant changes would include, but are not limited to, an update to the Contractor's current practices or procedures.

9.3. **Complaint Log and Trends Analysis**

9.3.1. The Contractor shall submit quarterly Complaint Log and Trends Analysis deliverable as defined in Section 1.3 of this Exhibit. The Contractor shall receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, the Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department.

9.4. **Critical Incident Reports (CIRs)**

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

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

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

9.6. **Case Management Training**

9.6.1. The Contractor submit the Case Management Training Deliverable as defined in Section 1.2. of this Exhibit. The Contractor shall receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, the Contractor shall not receive payment until a revised Deliverable has been received and accepted by the Department. If a case manager did not receive one or more of the required

trainings prior to being assigned independent duties, the Contractor shall not receive payment for the Deliverable until all trainings have been provided. The Contractor shall have thirty (30) calendar days to provide any outstanding trainings and resubmit the Deliverable.

9.7. **Committee Updates**

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

9.8. **Appeals – Creation of Packet**

9.8.1. The Contractor shall ensure that all Appeals – Creation of Packet are input in the Department prescribed system and adhere to all requirements listed in Section 1.5 of this Exhibit. The Department will pay for Creation of Appeals Packet based on data pulled from the Department prescribed system on the eleventh (11th) day of the month for Creation of Appeals Packet from the previous month.

9.9. **Appeals – Attendance at Hearing**

9.9.1. The Contractor shall ensure all Appeals - Attendance at Hearing information is input in the Department prescribed system and adhere to all requirements listed in Section 1.5 of this Exhibit. The Department will pay for Attendance at Appeals Hearing based on data pulled from the Department prescribed system on the eleventh (11th) day of the month for Appeals-Attendance at Hearing from the previous month.

9.10. **Initial Level of Care Screening and Assessment**

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

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

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

9.12. **Care and Case Management System Soft-Launch Pilot Assessments**

9.12.1. The Contractor shall conduct Level of Care Assessments, Basic Needs Assessments, and Comprehensive Needs Assessments and enter the completed assessments into the CCM System within the required timeframes. The Contractor will only receive payment for assessments that have been authorized and approved by the Department. The Department will pay the Contractor using data pulled from the CCM System or through an invoicing process and timelines as determine by the Department.

9.13. **Monitoring**

9.13.1. The Contractor shall conduct Case Management Monitoring in person, at least one (1) time and one (1) additional Monitoring visit In-Person or Virtually during the Support Plan year and adhere to all requirements indicated in Section 5.5 of this Exhibit. The Department will pay for Case Management Monitoring based on data pulled from the Department prescribed

system on the eleventh (11th) day of the month for Case Management Monitoring from the previous month.

9.14. **Case Management Per Member Per Month (PMPM)**

9.14.1. The Contractor shall perform any activity under Section 5, On-Going HCBS Case Management, on monthly basis in accordance with this Exhibit. The Department will pay Case Management services PMPM, based on data pulled from the Department prescribed system on the eleventh (11th) day of the month for Case Management services from the previous month.

9.15. **Rural Travel Add-On (Initial, CSR, In-Person Monitoring) for Rural and Frontier Counties**

9.15.1. The Contractor shall receive an additional payment for Rural Travel Add-On for Rural and Frontier Counties for the following activities only: Initial Level of Care Screening and Assessment, Continued Stay Review – Level of Care Screening and Assessment, and In-Person Monitoring based on data pulled from the Department prescribed system on the eleventh (11th) day of the month for assessments from the previous month. The Contractor shall invoice the Department any second (2nd) monitoring activity that is conducted In-Person. The Contractor shall not receive a payment for rural travel add-on for any second monitoring activities conducted virtually.

9.16. **Completed Soft Launch Training on the Care and Case Management Information Technology System (CCM), Assessment and Support Plan Instruments**

9.16.1. The Contractor shall receive payment once participating case managers complete the Soft Launch Training on the Care and Case Management Information Technology System (CCM), assessment, and support plan instruments. The payment will be based on an allocation calculated by the Department based on funding availability, the time required for training completion, and the average number of case managers participating in the Soft Launch.

9.17. **Completed Case Management Training on the Care and Case Management Information Technology System (CCM), Assessment and Support Plan Instruments**

9.17.1. The Contractor shall receive payment once all case managers complete the Case Management Training on the Care and Case Management Information Technology System (CCM), assessment, and support plan instruments. The payment will be based on an allocation calculated by the Department based on funding availability, the time required for training completion, and the average number of case managers employed by the Contractor.

9.18. **Continuous Quality Improvement Plan**

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

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

9.20. **Payment and Billing Errors**

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

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

9.20.2.1. **DELIVERABLE:** Payment Correction Form

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

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

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

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

9.21. **Closeout Payments**

9.21.1. 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