CONTRACT AMENDMENT #3

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** 21-160383A3
Current Contract Maximum Amount No Maximum for any SFY	**Contract Performance Beginning Date** July 1, 2020
	Current Contract Expiration Date June 30, 2023

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR
Developmental Opportunities Incorporated DBA Starpoint
Bryana Marsicano, Executive Director

DocuSigned by:
By: Bryana Marsicano
9890D1A290FD466...
Date: 2/9/2023 | 13:20 PST

STATE OF COLORADO
Jared S. Polis, Governor
Department of Health Care Policy and Financing
Kim Bimestefer, Executive Director

DocuSigned by:
By: Kim Bimestefer
0B6A84797EA8493...
Date: 2/9/2023 | 13:36 PST

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:
By: Jerrod Cotosman
76F69541272B43A...
Amendment Effective Date: 2/9/2023 | 14:16 PST

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

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

4. PURPOSE

The purpose of this Contract is for 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 modify requirements related to the new Colorado Single Assessment (CSA) and Person-Centered Support Plan (PCSP), data entry requirements for the new Care and Case Management (CCM) system, requirements for the Public Health Emergency (PHE) end, requirements for HCBS Settings Final Rule , and clarifying contract requirements.

5. MODIFICATIONS

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

A. Exhibit B-2, STATEMENT OF WORK, is hereby deleted in its entirety and replaced with Exhibit B-3, attached. All references to Exhibit B-2 shall henceforth be a reference to Exhibit B-3

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-3, STATEMENT OF WORK

1. CASE MANAGEMENT OBLIGATIONS

1.1. Contractor's Obligations

1.1.1. 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. 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 Complementary and Integrative Health Waiver (HCBS-CIH) 10 CCR 2505-10 8.517.5

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. 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 Contractor shall include, but is not limited to, all of the following:

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

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

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

1.1.3.2.2. 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 individuals and Members.

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

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

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

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

1.1.3.8. 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.

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

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

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

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

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

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

1.3. Regional Accountable Entities (RAE)

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

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

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

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

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

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

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

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

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

1.4. Entry Point and Case Management Agencies

1.4.1. Community Centered Boards (CCB) are the agencies responsible for determining eligibility for LTSS programs targeted to Members with intellectual and developmental disabilities. These programs include four HCBS waivers and three State General Funded programs. In addition to determining eligibility for these programs, the CCB also manages the waiting list for one 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 an intellectual or developmental disability. Case Management includes assessing a Member's needs, developing a Person-Centered Support Plan, referring for services, and monitoring the receipt of those services, along with the health and welfare of Members.

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

1.4.2.1. Coordinating the transfer of Members switching to or from an HCBS waiver targeted for Members with an intellectual or developmental disability or specific to

children with disabilities and connecting individuals or Members to the appropriate CCB or CMA.

1.4.2.2. Sharing information necessary for the CCB and/or CMA to assist individuals in accessing LTSS programs targeted for individuals with an intellectual or developmental disability or children with disabilities.

1.4.2.3. Coordinating the receipt of LTSS when a Member is enrolled in an HCBS waiver not targeted for Members with an intellectual and developmental disability and a State General Funded program.

1.5. Qualification and Training Requirements

1.5.1. 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.

1.5.2. 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.

1.5.3. Contractor shall ensure that all case management staff receive trainings listed below and any additional Department assigned training within 120 calendar days after the staff member's hire date and prior to being assigned independent case management duties. All other case management staff must receive a refresher training as required by the Department, Department approved vendor, or Contractor. Training must include the following areas:

1.5.3.1. Long Term Services and Supports Eligibility

1.5.3.2. Intake and Referral

1.5.3.3. Level of Care Screen and Needs Assessment

1.5.3.4. Person-Centered Support Plan Development

1.5.3.5. Notices and Appeals

1.5.3.6. Systems Documentation

1.5.3.7. Long Term Home Health (LTHH)

1.5.3.8. Monitoring

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

1.5.3.10. Critical Incident Reporting

1.5.3.11. Waiver requirements and services

1.5.3.12. Mandatory reporting

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

1.5.3.14. Nursing Facility admissions

1.5.3.15. Disability and Cultural Competency

1.5.3.16. Participant Directed Training

1.5.4. 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.

1.5.5. Contractor shall utilize training materials provided by the Department where applicable related to Section 1.5 of this Exhibit.

1.5.6. Contractor shall participate in Department trainings. Participation can be at the time of the presented training or following the training using the materials available on the Department Website or Learning Management System (LMS).

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

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

1.5.9. 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 1.5.3.1, using the reporting template provided by the Department for review, approval and payment.

1.5.10. Within one year of implementation of the Department prescribed Level of Care Screen and Needs Assessment:

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

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

1.5.10.2.1. **DELIVERABLE**: Case Management Training

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

1.5.11. 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.

1.5.11.1. Case Management staff employed by Contractor shall complete Department prescribed training prior to the launch of the Department's new Care and Case Management (CCM) Information Technology system.

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

1.5.11.2.1. **DELIVERABLE**: Completed Case Management Training on the Care and Case Management (CCM) system.

1.5.11.2.2. **DUE**: No later than June 30th

1.6. Complaints and Grievances

1.6.1. Contractor shall receive, document and track any complaint received by Contractor as it relates to the services provided through this Contract to include, but not limited to, general business functions, administration, and case management functions.

1.6.1.1. Complaints received outside of the scope of this Contract shall not be included.

1.6.1.2. Documentation shall consist of a complaint log that includes the date of complaint, name of the complainant, the nature of the complaint and the date and description of the resolution.

1.6.2. 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.

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

1.6.3.1. A comparison of complaint types and number of complaints over a period of time determined by the Department.

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

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

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

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

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

1.6.4. As part of the complaint process Contractor shall:

1.6.4.1. Document complaints received.

1.6.4.2. Address substantiated complaints.

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

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

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

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

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

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

1.6.7.1. **DELIVERABLE**: Complaint Trend Analysis

1.6.7.2. **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

1.7. Continuous Quality Improvement Plan

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

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

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

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

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

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

1.7.2.2. **DUE**: Within 45 Business Days after the Effective Date

1.7.3. Contractor shall review its Continuous Quality Improvement Plan on an annual basis and update the plan as appropriate to account for any changes. Contractor shall submit the Continuous Quality Improvement Plan Update or document that the plan was reviewed and that changes were not required.

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

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

1.8. Appeals

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

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

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

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

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

1.8.6. Contractor shall develop an Appeals Packet no earlier than 20 Business Days prior to the date of a scheduled hearing.

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

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

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

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

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

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

1.9. Critical Incident Reporting

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

1.9.2. 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).

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

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

1.10. Critical Incident Quarterly Follow-Up Completion Performance Standard

1.10.1. 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.

1.10.2. 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.

1.10.3. 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 24 to 48 hours.

1.10.4. 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 3 to 4 Business Days.

1.10.5. 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 Business Days.

1.10.5.1. **PERFORMANCE STANDARD**: 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.

1.11. Corrective Action Plan

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

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

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

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

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

1.11.2. Contractor shall submit the Corrective Action Plan to the Department within 10 Business Days of the receipt of a written request from the Department.

1.11.2.1. **DELIVERABLE**: Corrective Action Plan

1.11.2.2. **DUE**: Within 10 Business Days of receipt of a written request from the Department

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

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

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

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

1.11.5.2. **DUE**: Within five Business Days of the Department's rejection

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

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

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

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

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

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

1.11.11.1. **DELIVERABLE**: Revised Supporting Documentation

1.11.11.2. **DUE**: Within five Business Days of the Department's rejection

1.11.12. 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.

1.12. Intake, Screening, and Referral

1.12.1. 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:

1.12.2. Facilitating the Medicaid application process and responding to all referrals of potentially eligible individuals and Members within Department prescribed timeframes.

1.12.3. Processing information regarding individual Medicaid eligibility within two Business Days of receipt from the eligibility site.

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

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

1.12.6. Making initial contact with individuals to include a preliminary screening in the following areas:

1.12.6.1. An individuals need for LTSS.

1.12.6.2. An individuals need for referral to other programs or services.

1.12.6.3. An individuals eligibility for financial and program assistance.

1.12.6.4. The need for a Level of Care Screen.

1.12.6.5. Maintain individual and Member records including documentation of the referrals and outcome utilizing the Department's prescribed system.

1.12.7. Contractor shall ensure documentation includes the individuals and Member's need for LTSS and/or the individuals and Member's request for a Level of Care Screen, even though the screening indicates the individual may not be eligible for LTSS.

1.12.8. Individuals 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.

1.12.8.1. **PERFORMANCE STANDARD**: 100% percent of Referrals are entered into the Department prescribed system monthly by the 10th day of the following month for the previous month.

1.13. Level of Care Assessment and CCM Tool Screen and Assessment

1.13.1. Contractor shall perform the Functional Eligibility Assessment (100.2) as indicated in Section 1.14 or the CCM Tool Screen and Assessment as indicated in Section 1.16 for each Member as directed by the Department. Contractor shall not perform both a Level of Care Assessment and a new CCM Tool Screen and Assessment for the same Member unless directed to do so by the Department.

1.14. Level of Care Assessment (100.2)

1.14.1. Contractor shall perform all Initial and Continued Stay Review Level of Care (100.2) 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.

1.14.2. Contractor shall conduct Initial and Continued Stay Review (CSR) Level of Care (100.2) Assessments for the following LTSS programs:

1.14.2.1. HCBS waivers;

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

1.14.2.3. Nursing Facility;

1.14.2.4. Hospital Back-Up (HBU); and

1.14.2.5. Long Term Home Health.

1.14.3. Contractor shall conduct an Initial and CSR Level of Care (100.2) Assessments in accordance with the following timelines:

1.14.3.1. Ten Business Days after receiving confirmation that the Medicaid application has been received by the county Department of Human or Social Services for individuals residing in the community.

1.14.3.2. Ten Business Days after receiving a referral from a provider for the PACE.

1.14.3.3. Five Business Days after receiving a completed referral from the nursing facility.

1.14.3.4. Five Business Days after receiving a completed approval for the CLLI Waiver.

1.14.3.5. Two Business Days after receiving a completed referral from the hospital.

1.14.4. Initial Functional Eligibility Assessments shall include the following Assessment Event Types:

1.14.4.1. Initial Review (IR)

1.14.4.2. Deinstitutionalization (DI)

1.14.4.3. Reverse Deinstitutionalization (RDI)

1.14.4.4. Program of All-inclusive Care for the Elderly (PACE)

1.14.4.5. Hospital Back-up Unit (HBU)

1.14.4.6. Nursing Facility (NF)

1.14.4.7. Long Term Home Health (LTHH)

1.14.5. Contractor shall conduct a CSR Level of Care (100.2) Assessments no earlier than 90 days prior to and no later than the previous Functional Eligibility Assessment end date.

1.14.6. CSR Level of Care (100.2) Assessments shall include the following Assessment Event Types:

1.14.6.1. Continued Stay Review

1.14.6.2. Nursing Facility Transfers

1.14.6.3. Unscheduled Review

1.14.6.3.1. An Unscheduled Review Assessment Event Type shall be utilized when a Level of Care (100.2) Assessment is completed due to a change in the Member's functioning and support needs.

1.14.7. In the event Contractor fails to conduct the CSR Level of Care (100.2) Assessment for a Member enrolled in a HCBS waiver, Contractor shall be responsible for reimbursing any providers for services rendered during the gap in eligibility.

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

1.14.9. Contractor shall conduct an Initial and CSR Level of Care (100.2) Assessments to include, but not limited to, the following:

1.14.9.1. Verification of Medicaid eligibility or Medicaid application submission.

1.14.9.2. Conduct all Level of Care (100.2) Assessment face-to-face with the individual or Member, at minimum, and in the place where the individual or Member resides.

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

1.14.10. Contractor shall verify that an indiviual or Member needs an institutional level of care by receiving a PMIP signed by a medical professional and dated no earlier than six months from the certification start date and no later than 90 days from the evaluation date of an Initial Level of Care (100.2) Assessment; and within 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 an HCBS waiver.

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

1.14.12. Communicating Level of Care (100.2) Assessmentstatus to the appropriate eligibility site.

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

1.14.14. Review of HCBS waiver target criteria for applicant, individuals or Member participation.

1.14.15. Determine individual or Member Level of Care (100.2) Assessment for enrollment in an HCBS waiver, PACE, LTHH, HBU, or NF admission.

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

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

1.14.18. Contactor shall document all Initial and CSR Level of Care (100.2) Assessment information in the Department prescribed system according to assessment timeline identified at 10 CCR 2505-10, Sections 8.393.2.C et seq.

1.14.18.1. **PERFORMANCE STANDARD**: 100% percent of Initial Level of Care (100.2) Assessment and Continued Stay Review Level of Care (100.2) AssessmentAssessments 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 10th day of the month for the previous month to be eligible for payment.

1.15. Care and Case Management System Implementation

1.15.1. Contractor shall participate in the implementation of the Department's new Care and Case Management (CCM) Information Technology system and the Colorado Single Assessment and Person-Centered Support Plan instruments as requested and determined by the Department.

1.15.2. Contractor shall manage Member records and document case management activities formally completed in the Benefits Utilization System (BUS) using the CCM.

1.15.3. Contractor will complete either the ULTC 100.2 and Service Plan (formally completed in the BUS Or the new Colorado Single Assessment and Person-Centered Support Plan instruments for initial and reassessments as determined by the Department and document each in the CCM system.

1.15.4. Staff employed by Contractor shall participate in training, as required and outlined by the Department as outlined in Section 1.2.11.1, on the CCM system automation; the

Colorado Single Assessment and Person-Centered Support Plan instruments prior to performing the LOC Screen, Needs Assessment, or Person-Centered Support Plan.

1.15.5. Contractor shall explain to Members the new assessment and support plan process at the time of the CSR and at initial enrollment, as directed by the Department.

1.15.6. Contractor shall schedule and conduct new LOC Screen in accordance with the timelines in Section 1.17 and 1.19 of this Contract.

1.15.7. 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:

1.15.7.1. HCBS - BI

1.15.7.2. HCBS - CMHS

1.15.7.3. HCBS - EBD

1.15.7.4. HCBS - CIH

1.15.7.5. HCBS - CLLI

1.15.8. 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.

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

1.15.10. Contractor shall provide feedback on system automation, system issues and training materials. as directed by the Department or the Department's designee.

1.15.10.1. **DELIVERABLE**: Completed Case Management Training on the Colorado Single Assessment and Person-Centered Support Plan.

1.15.10.2. **DUE**: No later than June 30th

1.16. CCM Level of Care Screen and Needs Assessment

1.16.1. Level of Care Screen and Needs Assessment

1.16.1.1. Contractor shall perform all Initial and Annual Reassessment Level of Care Screen and Needs Assessments for the operation of a CMA in accordance with §25.5-6-104, C.R.S., 10 CCR 2505-10, Section 8.401, and 10 CCR 2505-10, Sections 8.393.2 et seq.

1.16.1.2. The Initial and Reassessment Level of Care Screen shall include and ensure, but not limited to, the following:

1.16.1.3. A verification of Long-Term Care (LTC) Medicaid Financial eligibility or LTC Medicaid application submission.

1.16.1.4. All Level of Care Screens are conducted in person with the individual or Member, at minimum, and in the place where the individual or Member resides.

1.16.1.5. Needs Assessment shall be conducted in person or virtually based on the individuals or Member's preference.

1.16.1.5.1. Contractor shall verify that a Member needs an institutional level of care by receiving a PMIP signed by a medical professional and dated no earlier than six months from the certification start date and no later than 90 days from the evaluation date of an Initial Level of Care Screen; and within ninety 90 Calendar Days of the certification start date and before the certification end date for a Reassessment for all individuals and Members currently receiving services through Hospital Back-Up Unit (HBU), Nursing Facility (NF), , and Program for All-Inclusive Care for the Elderly (PACE).

1.16.1.6. A review of all supportive information related to the Level of Care for the Member to include, but not limited to documentation and interviews.

1.16.1.7. Communicating Level of Care Eligibility status to the appropriate eligibility site.

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

1.16.1.9. A review of HCBS waiver Target Criteria for applicant or Member participation.

1.16.1.10. Determine individual or Member Level of Care Eligibility for enrollment in a BI, EBD, CIH, CLLI, CMHS, PACE, LTHH, HBU, or Nursing Facility admission. Analyzing the information obtained to determine the most appropriate responses to the Level of Care Screen questions.

1.16.1.11. Providing notice of action to Members of all appealable actions related to their eligibility in a LTSS program.

1.16.1.12. Documenting and maintaining Level of Care Screens and Needs Assessments, including all relevant information, utilizing the Department's prescribed system within the timeframes established in 10 CCR 2505-10, Sections 8.393.2.C et seq.

1.17. Level of Care Screen

1.17.1. The Level of Care Screen shall include the following event types:

1.17.1.1. Initial

1.17.1.2. Reassessment

1.17.1.3. Off-Cycle Review

1.17.2. Contractor shall conduct an Initial Level of Care Screen prior to enrolling in the following programs:

1.17.2.1. BI, EBD, CIH, CLLI, CMHS HCBS Waivers

1.17.2.2. PACE

1.17.2.3. Nursing Facilities

1.17.2.4. Hospital Back-Up

1.17.2.5. LTHH (only)

1.17.3. Contractor shall conduct an Initial Level of Care Screen in accordance with the following timelines:

1.17.3.1. Within 10 Business Days after receiving confirmation that the Medicaid application has been received by the county Department of Human or Social Services for individuals residing in the community.

1.17.3.2. Within 10 Business Days after receiving a referral from a provider for PACE.

1.17.3.3. Within five Business Days after receiving a completed referral from the nursing facility.

1.17.3.4. Within five Business Days from the date of referral for individuals residing in a nursing facility or ICF-IID.

1.17.3.5. Within five Business Days after receiving a completed approval for the CLLI Waiver.

1.17.3.6. Within two Business Days after receiving a completed referral from the hospital.

1.17.4. The Initial Level of Care Screen shall include, but is not limited to the following:

1.17.4.1. A review of financial eligibility information

1.17.4.2. A review of the Level of Care Screen information

1.17.4.3. A review of relevant medical, educational, social, or other assessment records or information when applicable.

1.18. Annual Level of Care Screen Reassessment

1.18.1. Contractor shall conduct an Annual Reassessment Level of Care Screen no earlier than 90 days prior to and no later than 30 days prior to the Level of Care Screen certification end date.

1.18.2. An Off-Cycle Review event type shall be utilized when a Level of Care Screen is needed outside of the Annual Reassessment cycle, due to a material change in the Member's condition that can reasonably be expected to result in a change in the Level of Care or Target Criteria eligibility.

1.18.3. In the event Contractor fails to conduct the Annual Reassessment Level of Care Screen for a Member enrolled in a HCBS waiver, Contractor shall be responsible for reimbursing any providers for services rendered during the gap in eligibility.

1.18.4. 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 Defined Service Area to another Defined Service Area.

1.18.5. Contractor shall take action regarding Member Medicaid eligibility within one Business Day of receipt from the eligibility site.

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

1.18.6.1. **PERFORMANCE STANDARD**: 100% of Initial Level of Care Screen and Annual Level of Care Screen assessments are conducted within required timelines at 10 CCR 2505-10, Sections 8.393.2.C et seq. and are entered into the Department prescribed system. The Level of Care Screen must be entered into the Department

prescribed system following the timelines at 10 CCR 2505-10, Sections 8.393.2.C et seq.

1.18.7. Members shall be notified at the time of the eligibility decision that they have the right to appeal actions of Contractor to 10 CCR 2505-10 Section 8.519.22 et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.

1.19. Needs Assessment

1.19.1. Contractor shall conduct an Initial and Annual Needs Assessment for the following programs:

1.19.1.1. BI, EBD, CIH, CLLI, CMHS HCBS Waivers

1.19.2. Contractor shall conduct a Needs Assessment (Initial) prior to enrollment into a HCBS waiver, annually (Reassessment) and as needed (off-cycle) by the Member due to a material change of situation or condition that may reasonably result in a change in the support needs of the Member. Members who are financially eligible, choose to enroll in HCBS waiver services, meet the required Level of Care for LTSS and waiver Target Criteria for one or more HCBS waivers must have a Needs Assessment conducted.

1.19.3. Contractor shall conduct a Needs Assessment with Members to determine the level of support needed and identify personal preferences and goals.

1.19.4. Contractor shall explain to the member, the option to respond to required questions only or the choice to answer additional voluntary questions in the Needs Assessment.

1.19.5. Contractor shall conduct and document a Needs Assessment for Members in accordance with the following timelines:

1.19.5.1. Within 15 Business Days after determination of Level of Care and Financial eligibility for HCBS Waivers.

1.19.6. The Needs Assessment shall be administered prior to the Person-Centered Support Plan being developed with the Member; however, both the Needs Assessment and Person-Centered Support Planning may occur during a single session with the Member. They may also be completed over two or more sessions, if the Member needs or prefers to do so.

1.19.7. The Needs Assessment shall be conducted at time, modality and location convenient to the Member and should include people of the Member's identified preference.

1.20. On-Going HCBS Case Management

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

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

1.20.1.2. 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.

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

1.20.3. Contractor shall ensure that Case Management:

1.20.3.1. Is accessible to Members.

1.20.3.2. Is culturally responsive.

1.20.3.3. Respects Member preferences.

1.20.3.4. Protects Members' Privacy.

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

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

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

1.21. Person-Centered Support Planning

1.21.1. Contractor shall develop Person-Centered 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.

1.21.2. Contractor shall create and maintain a Person-Centered Support Plan for Members in accordance with the following timelines:

1.21.3. Within 15 Business Days after determination of Level of Care and Financial eligibility for HCBS waivers.

1.21.4. 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 Person-Centered Support Plan. This Person-Centered Support Plan shall include, but not be limited to, the following:

1.21.4.1. Ensure the Person-Centered Support Planning occurs at a time and location convenient to the Member receiving services;

1.21.4.2. Be led by the Member, family members and/or Member's representative with the case manager support, as needed;

1.21.4.3. Includes people chosen by the Member;

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

1.21.4.5. Addresses the support needs identified in the Needs Assessment;

1.21.4.6. 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;

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

1.21.4.8. 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;

1.21.4.9. Formalize the Person-Centered 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;

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

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

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

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

1.21.4.14. Explain the appeals process to the Member.

1.21.5. Contractor shall document and entered all Person-Centered Support Plan information into the Department's prescribed system(s) within the Department's prescribed timelines.

1.21.5.1. **PERFORMANCE STANDARD**: 100% of Person-Centered Support Plans are entered into the Department prescribed systems and verified by the required timeframe.

1.21.5.2. **PERFORMANCE STANDARD**: 100% of Person-Centered Support Plans are finalized in the Department prescribed systems by the required timeframe.

1.22. Referral and Related Activities

1.22.1. Contractor shall refer Members for HCBS and other services, as identified through the Intake Screen and Needs Assessment, and documented in the Person-Centered Support Plan and entered into the Department's prescribed system.

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

1.22.2.1. Providing a list of qualified provider agencies.

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

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

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

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

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

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

1.22.6. 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.

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

1.22.7.1. State plan benefits.

1.22.7.2. Third party resources.

1.22.7.3. Natural supports.

1.22.7.4. Charitable organizations.

1.22.7.5. Other public assistance programs.

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

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

1.22.10. 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.

1.22.11. The PAR shall be entered into the Department's prescribed system, no later than five Business Days from finalization of the Person-Centered Support Plan and provider selection and acceptance.

1.22.11.1. **PERFORMANCE STANDARD**: 100% of PARs shall be entered into the Department's prescribed system by the required timeframe.

1.23. Monitoring

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

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

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

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

1.23.4.1. Review of the Person-Centered Support Plan.

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

1.23.4.3. Review of the receipt of services to ensure services are provided in accordance with the approved Person-Centered Support Plan and Prior Authorization.

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

1.23.6. Contractor shall review health and safety concerns.

1.23.7. Contractor shall conduct a review of any Critical Incidents.

1.23.8. Contractor shall contact providers, as necessary, but no less than every six months.

1.23.9. 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.

1.23.10. Contractor shall obtain collateral information as needed.

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

1.23.11. Contractor shall conduct an In-Person Monitoring visit at least one time during the Person-Centered Support Plan year.

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

1.23.13. The Department will reimburse Contractor for up to one additional Virtual or In-Person Monitoring visit during the Person-Centered 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:

1.23.13.1. Following a Critical Incident:

1.23.13.1.1. 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 Screen.

1.23.13.1.2. Due to a reported change in need that may necessitate a Person-Centered Support Plan revision.

1.23.13.1.3. As an outcome of a monthly monitoring contact requiring additional follow up with the Member.

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

1.23.13.2. For transition planning purposes:

1.23.13.2.1. 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.

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

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

1.23.13.4. 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.

1.23.13.4.1. **PERFORMANCE STANDARD**: 100% of In-Person Monitoring activities shall occur at the frequency specified in the HCBS waiver for which the Member is enrolled.

1.23.13.4.2. **PERFORMANCE STANDARD**: 100% of In-Person Monitoring activities shall be documented in the Department's prescribed system within the required timeframe.

1.24. Committee Updates

1.24.1. 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:

1.24.1.1. 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.

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

1.24.2. Bi-annually, 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.

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

1.24.3.1. **DELIVERABLE**: Committee Updates

1.24.3.2. **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

1.25. HCBS Settings Final Rule Transition Workbook

1.25.1. Contractor shall abide by and perform its duties and obligations in conformity with the HCBS Settings Final Rule.

1.25.2. Contractor shall document, track, and provide on-going status updates as it relates to administrative work to support individual transitions under the HCBS Settings Final Rule. Documentation shall include a HCBS Final Rule Settings Workbook that includes summarizing efforts at Contractor level and documenting at the individual Member level steps taken to support, and status of transitions from noncompliant settings.

1.25.3. The HCBS Settings Final Rule Transition Workbook shall include information including, but not limited to:

1.25.3.1. Summarizing Contractor's administrative processes and steps to facilitate Member's transitions from both residential and nonresidential settings, including:

1.25.3.2. Initially identifying Members affected by provisional and/or final notices of noncompliance, including individuals who may not have been included in any files shared by the Department;

1.25.3.3. Explaining Contractor's steps taken to reach out to and provide each identified Member with the information included in the provisional and/or final notices of noncompliance; and

1.25.3.4. Identifying areas in which Contractors needs or still needs assistance from the Department.

1.25.4. Documenting and tracking Members receiving services at residential settings subject to a provisional and/or final notice of noncompliance, to include, but not be limited to:

1.25.4.1. Member identification information (first name, last name, Medicaid ID);

1.25.4.2. Member's provider at noncompliant setting and the location of this setting;

1.25.4.3. Dates of initial communications with Member and provider based on the provisional notice of noncompliance; and

1.25.4.4. If the setting was subject to a final notice of noncompliance, the following additional information:

1.25.4.4.1. Current status of transition, and if not on track, a summary of the situation;

1.25.4.4.2. Case manager, transition team identified, and supervisor assigned;

1.25.4.4.3. Date of initial individual transition planning conversation based on final notice of noncompliance;

1.25.4.4.4. Member RFP details (dates, agencies, etc.);

1.25.4.4.5. Monitoring activity (health and safety);

1.25.4.4.6. Progress updates/summaries; and

1.25.4.4.7. Post-transition check-in dates.

1.25.5. Documenting and tracking Members receiving services at nonresidential settings subject to a provisional and/or final notice of noncompliance, to include, but not be limited to, the same categories of information as specified above in Section 1.25.4.

1.25.6. Contractor shall submit the HCBS Settings Final Rule Transition Workbook to the Department for review, approval, and payment. the Department's prescribed workbook template

1.25.6.1. **DELIVERABLE**: Final HCBS Settings Final Rule Transition Workbook

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

1.26. COVID-19 Public Health Emergency Ending Activities

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

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

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

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

1.26.5. Contractor shall outreach all currently served Members to inform them of the end of the Public Health Emergency including, but not limited to:

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

1.26.5.2. Change Program

1.26.5.3. Additional Service Coordination

1.26.5.4. Issue Notice of Actions (LTC-803)

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

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

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

1.27. Certification

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

1.27.2. 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. Contractor shall be notified within 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.

1.27.3. The Department, in accordance with state statutes and regulations, shall certify Contractor. Certification shall be based upon, but not limited to:

1.27.3.1. Results of on-site visits.

1.27.3.2. Evaluation results of the quality of service provided.

1.27.3.3. Compliance with Program requirements.

1.27.3.4. Service timeliness.

1.27.3.5. Performance of administrative functions.

1.27.3.6. Costs per Member.

1.27.3.7. Communications with Members.

1.27.3.8. Member monitoring.

1.27.3.9. Targeting populations served.

1.27.3.10. Community coordination.

1.27.3.11. Outreach and financial accountability.

1.28. Accounting

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

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

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

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

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

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

1.28.5.2. **DUE**: Within 10 Business Days of the Department's Request

1.29. Subrecipient Status and Requirements

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

1.29.2. Single Audits

1.29.2.1. 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.

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

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

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

1.29.2.4.1. **DELIVERABLE**: Single Audit

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

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

1.29.3.1. **DELIVERABLE**: Attestation Form

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

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

1.30. Treatment of Funds

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

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

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

2. COMPENSATION AND INVOICING

2.1. Administrative Compensation

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

2.1.2. Contractor will receive payment as specified in Section 2.2 and 2.4.

2.1.3. The rates shown in the following table upon the Department's approval of all deliverables and services:

2.2. Administrative Rate Table

SEP ADMINISTRATIVE RATE TABLE		
DELIVERABLE DESCRIPTION	**PAYMENT FREQUENCY**	**RATE**
Operations Guide	One Time Payment per Initial Guide	$7,683.58
Operations Guide Update and Summary	Each Annual Update	$1,382.11
Complaint Trend Analysis	Per Quarterly Deliverable	$3,748.73
Critical Incident Reporting	Per Month Per Enrollment	$1.56
Critical Incident Follow-Up Completion Performance Standard	Per Quarter	$2,384.99
Case Management Training	Per Bi-Annual Deliverable	$630.53
Committee Updates	Per Bi-Annual Deliverable	$1,041.64

Appeals – Creation of Packet	Per Appeal Packet	$516.68
Appeals – Attendance at Hearing	Per Appeal Hearing Attended	$477.18
Initial Level of Care Screening and Assessment	Payment per Assessment	$275.66
Continued Stay Review – Level of Care Screening and Assessment	Payment per Assessment	$191.61
Monitoring	Payment per Monitoring Visit (Up to 2 Visits per Year)	$101.80
On-Going Case Management Tier One (1-700)	Monthly, Payment per Member per Activity	$93.35
On-Going Case Management Tier Two (701-2750)	Monthly, Payment per Member per Activity	$88.82
On-Going Case Management Tier Three (2751+)	Monthly, Payment per Member per Activity	$76.42
Rural Travel Add-On (Initial, CSR, In-Person Monitoring) for Rural and Frontier Counties	Payment per Activity	$36.41
Initial Level of Care Screen	Per Screen	$204.37
Annual Reassessment – Level of Care Screen	Per Screen	$190.13
Initial Needs Assessment – Required Questions Only	Per Assessment	$258.03
Annual Reassessment Needs Assessment – Required Questions Only	Per Assessment	$242.19
Initial Needs Assessment – Voluntary Questions Included	Per Assessment	$322.54
Annual Reassessment Needs Assessment – Voluntary Questions Included	Per Assessment	$308.24
Completed Training on Colorado Single Assessment and Person-Centered Support Plan Instruments 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 (CCM) Information Technology system,	Upon Training Completion	Calculated Allocation
Continuous Quality Improvement Plan	Per Plan	$492.49
HCBS Settings Final Rule Transition Workbook	Per Deliverable	Calculated Allocation
COVID-19 Public Health Emergency Ending Activities	Calculated Allocation	Calculated Allocation

2.3. 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. 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.

2.4. Billing and Payment Procedures

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

2.4.2. Contractor shall be reimbursed for Administrative Functions and on-going case management at the frequency and criteria identified in Section 2.5 of this Exhibit, Invoicing and Payment Procedures.

2.5. Invoicing and Payment Procedures

2.5.1. Appeals – Creation of Packet and Hearing Attendance

2.5.1.1. Contractor shall ensure that all Appeals Packet and Hearing Attendance information is entered into the Department prescribed system within the required timeframe. The Department will pay for all Appeals Packet and Hearing Attendances from data pulled from the Department prescribed system on the 11th day of the month for Appeal Packets and Hearing Attendance form the previous month. Contractor shall maintain all supporting documentation and packets related to all Appeals.

2.5.2. Complaint Log and Trends Analysis

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

2.5.3. Completed Case Management Training on the Care and Case Management (CCM) Information Technology system

2.5.3.1. Contractor shall receive payment once all case managers complete the Case Management Training on the CCM The payment will be based on an allocation calculated by the Department based on funding availability, the time required for training completion, and the average number of case managers employed by Contractor.

2.5.4. Completed Training on the Colorado Single Assessment and Person-Centered Support Plan Instruments

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

2.5.5. Continuous Quality Improvement Plan

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

2.5.6. COVID-19 Public Health Emergency Ending Activities

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

2.5.7. Critical Incident Reports (CIRs)

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

2.5.8. Critical Incident Quarterly Follow-Up Completion Performance Standard

2.5.8.1. 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, Contractor must have 90% of all 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 Contractor's performance at the close of each quarter to determine if the Contactor will be awarded the performance based-payment.

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

2.5.9.1. Contractor shall conduct and enter all Initial and CSR Level of Care Screen into the Departments prescribed system within the Department's prescribed timeframe. The

Department will pay for Initial and CSR Level of Care Screen from data pulled from the Department prescribed system on the eleventh (11th) day of the month for assessments from the previous month. Contractor shall only be reimbursed for a Level of Care Screen (100.2) or a Colorado Single Assessment Level of Care Screen per Member as directed by the Department.

2.5.10. Level of Care Screen (CCM) Initial and Reassessment

2.5.10.1. Contractor shall submit HCBS Final Rule Transition Workbook deliverable. Contractor will receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department.

2.5.11. HCBS Final Rule Transition Workbook

2.5.11.1. Contractor shall submit HCBS Final Rule Transition Workbook deliverable. Contractor will receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department.

2.5.12. Monitoring

2.5.12.1. Contractor shall conduct member's first Case Management Monitoring In-Person, and one additional Monitoring visit, based on Member's need, either an In-Person or Virtually during the Support Plan year and adhere to all requirements. The Department will pay for Case Management Monitoring based on data pulled from the Department prescribed system on the 11th day of the month for Case Management Monitoring from the previous month.

2.5.13. Needs Assessment (CCM): Initial and Reassessment

2.5.13.1. Contractor shall conduct and enter all Initial and Reassessment Needs Assessments into the Department's prescribed system within the required timelines. The Department will pay for Initial and Reassessment Needs Assessments based on data pulled from the Department's prescribed system on the 11th day of the month for assessments conducted in the previous month.

2.5.14. On-Going Case Management

2.5.14.1. Contractor shall conduct and enter all allowable ongoing case management activities into the Department's prescribed system within the required timeframes. The Department will pay On-Going Case Management activities each month based on data pulled from the Department prescribed system on the 11th day of the month for activities completed in the previous month.

2.5.15. Operations Guide

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

2.5.16. Operations Guide Update and Summary

2.5.16.1. Contractor shall review the Operations Guide for years two, three, four, and five of this Contract, and determine if any modifications are required to account for any changes in the Work, in the Department's processes and procedures, or in Contractor's processes and procedures and update the Operations Guide as appropriate to account for any changes. 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 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. 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 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. Significant changes would include, but are not limited to, an update to Contractor's current practices or procedures.

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

2.5.17.1. Contractor shall receive an additional payment for Rural Travel Add-On for Rural and Frontier Counties for the following activities only: Level of Care Screen (100.2): Initial and CSR, Level of Care Screen (CCM): Initial and Reassessment; Needs Assessment (CCM) Initial and Reassessment, and In-Person Monitoring based on data pulled from the Department prescribed system on the 11th day of the month for activities from the previous month. The due dates identified shall be adhered to, and requested information shall be entered in the Department's prescribed systems and/or submitted to the Department by the date identified in this Contract. For the month of June, the Department will notify Contractor of the modified due date to account for year-end closing.

2.6. Payment and Billing Errors

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

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

2.6.2.1. **DELIVERABLE**: Payment Correction Form

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

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

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

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

2.7. Unexpended Funds

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

2.8. Closeout Payments

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

EXHIBIT B, TERMINOLOGY

1 TERMINOLOGY

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

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

1.3 Benefits Utilization System (BUS) – the online data system maintained by the Department for recording case management activities associated with Long Term Services and Supports.

1.4 Bridge – the online data system maintained by the Department for authorization of member services.

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

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

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

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

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

1.10 Case Management Redesign – the evaluation and redesign of the entry point and case management structure for LTSS in Colorado.

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

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

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

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

1.15 Complaints and Grievances – Any complaint received by Contractor as it relates to the services provided through this Contract to include, but not limited to, general business functions, administration, transparency, State SLS and OBRA-SS program requirements, State SLS and OBRA-SS program subcontractors, administrative case management functions. Complaints received outside of the scope of this Contract shall not be included.

1.16 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

1.17 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.

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

1.19 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.

1.20 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

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

1.22 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.

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

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

1.25 District – a Department defined distinct geographic county-based service area. Each District is served by a single SEP Agency.

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

1.27 Eligibility Determination – determination of eligibility for Long Term Services and Supports (LTSS) programs.

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

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

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

1.31 Health First Colorado – Colorado's Medicaid Program.

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

1.33 Home and Community Based Services (HCBS) Settings Final Rule - Released by the Centers for Medicare & Medicaid Services (CMS) in January 2014. This rule ensures that participants in Medicaid-funded HCBS programs have full access to the benefits of community living. The federal rule is codified at 42 C.F.R. § 441.301(c)(4). The state version of the federal rule is codified at 10 CCR 2505-10 section 8.484.

1.34 Home and Community Based Services (HCBS) waivers - Services and supports authorized through a 1915(c) waiver of the Social Security Act and provided in community settings to an individual who requires an institutional level of care that would otherwise be provided in a Hospital, Nursing Facility, or Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID). Human Rights Committee – A third party mechanism to adequately safeguard the legal rights of persons receiving services by participating in the granting of informed consent, monitoring the suspensions of rights, monitoring behavioral developmental programs, monitoring of psychotropic medications, and reviewing investigations of allegations of mistreatment of persons with intellectual and developmental disabilities.

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

1.36 Intake, Screening, and Referral - The initial contact between the individual and Contractor and shall include but is not limited to a preliminary screening in the following areas: an individuals need for long term services and supports; an individuals need for referral to other programs or services; an individuals' eligibility for financial and program assistance; and the need for a Level of Care Screen and Needs Assessment of the Client seeking services.

1.37 Key Personnel - The position or positions that are specifically designated as such in this Contract.

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

1.39 Level of Care Assessment - Determining eligibility of an individual for a Long-Term Services and Supports (LTSS) program and determined by a Community Centered Board. A comprehensive evaluation with the individual seeking services and others chosen by the individual to participate and an evaluation by the case manager utilizing the Department prescribed tool, with supporting diagnostic information from the individual's medical

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

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

1.41 Long Term Care Notice of Action – the form required to be sent to individuals by Contractor within 11 business days regarding their appeal rights in accordance with 10 CCR 2505-10 8.507 et seq.

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

1.43 Long Term Services and Supports (LTSS) Programs - Any of the following publicly funded programs: HCBS – BI, HCBS –CIH, HCBS –CLLI, HCBS –CMHS, HCBS – EBD, PACE, LTHH, HBU, and NF.

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

1.45 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.

1.46 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.

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

1.48 Needs Assessment - A comprehensive evaluation conducted by the case manager, using the Department prescribed instrument, with the individual seeking services or member and appropriate collaterals (such as family members, advocates, friends and/or caregivers), and including supporting information from the individual's providers to determine the individual's service needs, goals, available resources, and potential funding resources.

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

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

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

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

1.53 Person-Centered Appoach - respecting and valuing individuals' and Members' preferences, strengths, and contributions.

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

1.55 Person-Centered Support Planning – the process of working with the Member receiving services and people chosen by the Member to identify goals, needed services, individual choices and preferences, and appropriate service providers based on the Member seeking or receiving services, assessment and knowledge of the Member and of community resources. Support planning informs the Member receiving services of his or her rights and responsibilities.

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

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

1.58 Program - a publicly funded program including, but not limited to: Home and Community Based Services Waivers, Medicaid Nursing Facility, Hospital Back-Up, Program for All-

Inclusive Care for the Elderly (PACE), Long Term Home Health (LTHH), and State General Funded (SGF) Programs.

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

1.60 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.

1.61 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.

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

1.63 Region – a distinct geographic area, determined by the Department, which is comprised of one or more Districts.

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

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

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

1.67 Services – The services and activities to be performed by Contractor as set forth in this Contract and shall include any services and activities to be rendered by Contractor in connection with the Goods. Services identified through this Contract specifically exclude any Home and Community Based Services

1.68 Single Entry Point Agency (SEP Agency) - The organization selected to provide intake, screening, referral, Level of Care Screening and Assessment, and case management functions for person in need of receiving LTSS within Single Entry Point District.

1.69 Soft Launch - Implementation of a phased roll-out of the Care and Case Management Information Technology System (CCM) and the new Assessment and Support Plan instruments with limited functionality, on a small scale.

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

1.71 State Fiscal Rules - The fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24–30–202(13)(a).

1.72 State Fiscal Year - The 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

2 ACRONYMS AND ABBREVIATIONS

2.1 The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:

2.1.1 CFR – Code of Federal Regulations

2.1.2 CHP+ –Child Health Plan Plus

2.1.3 CMS – the Federal Centers for Medicare and Medicaid Services

2.1.4 CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.

2.1.5 C.R.S. – Colorado Revised Statutes

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

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

2.1.8 PHI – Protected Health Information

2.1.9 PII – Personally Identifiable Information

2.1.10 SFY – State Fiscal Year

2.1.11 U.S.C. – United States Code

2.1.12 VARA – Visual Rights Act of 1990

EXHIBIT C-3, CONTRACTOR'S GENERAL REQUIREMENTS

1. CONTRACTOR'S GENERAL REQUIREMENTS

1.1. The Department will contract with only one organization, Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met under this Contract.

1.2. Single Entry Point Agency

1.2.1. Contractor shall serve as the Single Entry Point Agency for the following counties:

1.2.1.1. Alamosa County.

1.2.1.2. Custer County.

1.2.1.3. Fremont County.

1.2.1.4. Saguache County.

1.2.2. Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, advance knowledge of legislation and other Confidential Information. In addition to all other confidentiality requirements of the Contract, Contractor shall also consider and treat any such information as Confidential Information and shall only disclose it in accordance with the terms of the Contract.

1.2.3. Contractor shall work cooperatively with Department staff and, if applicable, the staff of other State contractors to ensure the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.

1.2.4. Contractor shall inform the Department on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact Contractor's responsibilities under this Contract.

1.2.5. Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts, and any other interactions or Deliverables related to the Work described in the Contract. Contractor shall make such records available to the Department upon request throughout the term of the Contract.

1.3. Deliverables

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

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

1.3.2.1. Contractor shall submit each Deliverable to the Department for review and approval and shall adhere to the following Deliverable process such for any documentation creation, review, and acceptable cycle, Contractor shall:

1.3.2.1.1. Gather and document requirements for the Deliverable.

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

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

1.3.2.1.3.1. Readability.

1.3.2.1.3.2. Spelling.

1.3.2.1.3.3. Grammar.

1.3.2.1.3.4. Completion.

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

1.3.2.2. The Department will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes within five Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.

1.3.2.2.1. Changes the Department direct include, but are not limited to, modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable or requiring inclusion of information or components that were left out of the Deliverable.

1.3.2.2.2. The Department may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the Department in its review. Contractor shall provide the clarification or walkthrough as directed by the Department.

1.3.2.3. Once the Department has received an acceptable version of the Deliverable, including all changes directed by the Department, the Department will notify Contractor of its acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to the Department's notice to Contractor of its acceptance of that Deliverable. Contractor shall not receive payment for a Deliverable until it has been received and accepted by the Department. Deliverables requiring correction shall not be paid until receipt of a revised and accepted Deliverable by the Department.

1.3.3. Contractor shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality, as described herein. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the Department.

1.3.4. In the event any due date for a Deliverable falls on a day that is not a Business Day, the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.

1.3.5. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.

1.3.6. No Deliverable, report, data, procedure or system created by Contractor for the Department that is necessary to fulfilling Contractor's responsibilities under the Contract, as determined by the Department, shall be considered proprietary.

1.3.6.1. If any Deliverable contains ongoing responsibilities or requirements for Contractor, such as Deliverables that are plans, policies or procedures, then Contractor shall comply with all requirements of the most recently approved version of that Deliverable. Contractor shall not implement any version of any such Deliverable prior to receipt of the Department's written approval of that version of that Deliverable. Once a version of any Deliverable described in this subsection is approved by the Department, all requirements, milestones and other Deliverables contained within that Deliverable shall be considered to be requirements, milestones and Deliverables of this Contract.

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

1.4. Stated Deliverables and Performance Standards

1.4.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE" or "PERFORMANCE STANDARD" is intended to highlight a Deliverable or performance standard contained in this Statement of Work and provide a clear due date for the Deliverables. The sections with these headings are for ease of reference not intended to expand or limit the requirements or responsibilities related to any Deliverable or performance standard, except to provide the due date for the Deliverables.

1.5. Communication with the Department

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

1.5.2. The Department will use a transmittal process to provide Contractor with official direction within the scope of the Contract. Contractor shall comply with all direction contained within a completed transmittal. For a transmittal to be considered complete, it must include, at a minimum, all of the following:

1.5.2.1. The date the transmittal will be effective.

1.5.2.2. Direction to Contractor regarding performance under the Contract.

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

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

1.5.2.5. The Department will provide Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to Contractor through a transmittal.

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

1.5.3.1. If a transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that transmittal.

1.5.4. If Contractor receives conflicting transmittals, Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the transmittal with the latest effective date shall control.

1.5.5. In the event that Contractor receives direction from the Department outside of the transmittal process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a transmittal prior to complying with that direction.

1.5.6. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and Contractor, and the Department may provide day-to-day communication to Contractor without using a transmittal.

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

1.6. Member Engagement

1.6.1. Person- and Family-Centered Approach

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

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

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

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

1.6.2. Cultural Responsiveness

1.6.2.1. Contractor shall provide and facilitate the delivery of services in a culturally competent manner to all individuals and Members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

1.6.2.2. Contractor shall provide all information for individuals and Members in a manner and format that may be easily understood and is readily accessible by individuals and Members.

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

1.6.3. Language Assistance Services

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

1.6.3.2. Contractor shall make oral interpretation available in all languages.

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

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

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

1.6.3.6. Contractor shall notify individuals and Members verbally regarding the individuals or Member's right to receive the following language assistance services, as well as how to access the following language assistance services.

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

1.6.3.6.2. Contractor shall ensure that language assistance services shall include, but are not limited to, the use of auxiliary aids such as TTY/TDY and American Sign Language.

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

1.6.4. Written Materials for Individuals and Members

1.6.4.1. Contractor shall ensure that all written materials it creates for distribution to individuals and Members meet all noticing requirements of 45 C.F.R. Part 92.

1.6.4.2. Contractor shall ensure that all written materials it creates for distribution to individuals and Members are culturally and linguistically appropriate to the recipient.

1.6.4.3. Contractor shall write all materials in easy to understand language.

1.6.5. Individual and Member Communications

1.6.5.1. Contractor shall maintain consistent communication, both proactive and responsive, with individuals and Members.

1.6.5.2. Contractor shall assist any individuals or Member who contacts Contractor, including individuals and Members not in Contractor's Region/District who need assistance with contacting his/her SEP, CCB, RAE, or other agencies.

1.6.6. Individual and Member Rights

1.6.6.1. Contractor shall have written policies guaranteeing each individual and Member's right to be treated with respect and due consideration for his or her dignity and privacy.

1.6.6.2. Contractor shall provide information to individuals and Members regarding their rights that include, but are not limited to:

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

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

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

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

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

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

1.6.6.3.1. Individuals /Members.

1.6.6.3.2. Individuals /Member's families.

1.6.6.3.3. Providers.

1.6.6.3.4. Case Workers.

1.6.6.3.5. Stakeholders.

1.7. Operations Guide

1.7.1. Contractor shall not engage in any Work under the Contract, prior to the Operational Start Date. The Department shall not be liable to Contractor for, and Contractor shall not receive, any payment for any period prior to the Operational Start Date under this Contract.

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

1.7.2.1.Communication Plan.

1.7.2.2.Business Continuity Plan.

1.7.2.3.Start-Up Plan.

1.7.2.4.Closeout Plan.

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

1.7.3.1.**DELIVERABLE**: Operations Guide

1.7.3.2.**DUE**: Within 45 Business Days after the Effective Date

1.7.4. Contractor shall review its Operations Guide on an annual basis and determine if any modifications are required to account for any changes in the Work, in the Department's processes and procedures or in Contractor's processes and procedures and update the Guide as appropriate to account for any changes. Contractor shall submit an Annual Operations Guide Update that contains all changes from the most recently approved prior Operations Guide or Annual Operations Guide Update or shall note that there were no changes. If changes were made to the Operations Guide, Contractor shall also compile and submit a summary of all changes to the Department.

1.7.5. Contractor shall submit the Annual Operations Guide Update and Summary to the Department for review, approval, and payment.

1.7.5.1. **DELIVERABLE**: Annual Operations Guide Update and Summary

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

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

1.8. Communication with Members, Providers, and Other Entities

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

1.8.1.1. A description of how Contractor will communicate to Members any changes to the services those Members will receive or how those Members will receive the services.

1.8.1.2. A description of the communication methods, including things such as email lists, newsletters and other methods, that Contractor will use to communicate with Providers and Subcontractors.

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

1.8.1.4. A general plan for how Contractor will address communication deficiencies or crisis situations, including how Contractor will increase staff, contact hours or other steps Contractor will take if existing communication methods for Members or Providers are insufficient.

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

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

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

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

1.8.1.5.3.1. An outline of the process for Contractor's communication, timely responses and emergency protocols in the event there is a natural disaster or Pandemic.

1.8.1.5.3.1.1. Communication Plan shall include steps for responding to the Department, provider agencies, members and community organizations in the event there is a natural disaster or Pandemic.

1.9. Business Continuity Plan

1.9.1. Contractor shall create a Business Continuity Plan that Contractor will follow in order to continue operations during and after a Business Interruption to include but not limited to a Disaster, Pandemic, power outage, strike, loss of necessary personnel, or computer virus. The Business Continuity Plan shall include, but is not limited to, all of the following:

1.9.1.1. The essential services and functions provided by Contractor.

1.9.1.2. The lead person and response team responsible for implementing the business continuity plan, individual/team roles, and contact information.

1.9.1.3. How emergency responses procedures will be implemented and who will activate the business continuity plan.

1.9.1.4. How Contractor will implement a flexible work plan that includes social distancing, hygiene etiquette, cancellation of non-essential activities, closure of buildings, and/or relocation to alternative facilities.

1.9.1.5. How Contractor will address training personnel, preparing equipment, and backup systems.

1.9.1.6. How Contractor will address budget and finance mechanisms to ensure financing of essential services.

1.9.1.7. How Contractor will ensure necessary supplies and equipment are available to maintain essential services.

1.9.1.8. How Contractor will replace staff that are lost or unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.

1.9.1.9. How Contractor will manage employees who are exposed to a Pandemic related illness or are suspected to be ill or become ill at a worksite, such as infection control response and immediate mandatory sick leave.

1.9.1.10. How Contractor will ensure or enhance communication and information technology infrastructure to support tele-commuting.

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

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

1.9.1.12. How Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and software pertaining to enrollment information at a Department-approved, off-site location.

1.9.1.13. How Contractor will minimize the effects on Members of any Business Interruption to include how Contractor will notify members of closures and cancellations.

1.9.1.14. How Contractor will communicate with the Department during the Business Interruption and points of contact within Contractor's organization the Department can contact in the event of a Business Interruption.

1.9.1.15. How Contractor will transition from in person meetings to conference calls or other virtual platforms or cancel or delay meetings as necessary.

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

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

1.9.1.18. How Contractor will prepare necessary internal staff for implementing the business continuity plan, which may include tests, drills, or training annually and revising the plan based on lessons learned.

1.9.1.19. How Contractor will identify and engage with external organizations to help the community, such as sharing best practices and sharing timely and accurate information about a Business Interruption.

1.9.1.20. How Contractor will implement steps to return to normal after a Business Interruption.

1.10. Closeout Plan

1.10.1. Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones, and Deliverables necessary to fully transition the services described in the Contract from Contractor to the Department or to another contractor selected by the Department to be Contractor after the termination of the Contract.

1.10.1.1. The Closeout Plan shall include, but is not limited to:

1.10.1.1.1. Transfer of Individuals and Members

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

1.10.1.1.3. Transfer of all Individuals and Member records through the Department Case Management Systems.

1.10.1.1.4. Transfer of services

1.10.1.1.4.1. Transfer of Case Management Services

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

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

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

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

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

1.11. Closeout Period

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

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

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

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

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

1.11.1.5. Notify all Members that Contractor will no longer be the SEP as directed by the Department. Contractor shall create these notifications and deliver them to the Department for approval. Once the Department has approved the notifications, Contractor shall deliver these notifications to all Members, but in no event shall Contractor deliver any such notification prior to approval of that notification by the Department.

1.11.1.5.1. **DELIVERABLE**: Member Notifications

1.11.1.5.2. **DUE**: 90 days prior to termination of the Contract

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

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

1.12. Performance Reviews

1.12.1. The Department may conduct desk reviews and/or on-site performance reviews or evaluations of Contractor in relation to the Work performed under the Contract.

1.12.2. The Department may work with Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.

1.12.3. Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. Contractor shall provide this information regardless of whether the Department decides to work with Contractor on any aspect of the performance review or evaluation.

1.12.4. Contractor shall provide all documentation requested by the Department to complete the performance review using the Departments identified process within ten (10) Business Days of the Department request. All documentation must be complied in the Departments prescribed manner to ensure a time efficient review.

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

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

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

1.13. Renewal Options and Extensions

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

1.13.2. The Parties may amend the Contract to extend beyond five years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address state or federal programmatic or policy changes related to the Contract, or to provide sufficient time to transition the Work.

1.14. Department System Access

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

1.14.2. Contractor shall be responsible for any costs associated with obtaining and maintaining access to systems needed to perform the Work under this solicitation, as determined by the Department. The Department will not reimburse Contractor for any costs associated with obtaining and maintaining access to Department systems.

1.15. Provider Fraud

1.15.1. Contractor shall notify the Department and the Colorado Medicaid Fraud Control Unit of the Colorado Department of Law (MFCU) if it identifies or suspects possible Provider Fraud as a result of any activities in its performance of this Contract.

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

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

1.15.3.1. Written documentation of the findings.

1.15.3.2. Information on any verbal or written reports.

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

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

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

1.15.3.6. Any additional information as required by the Department.

1.15.4. For each incident of identified or suspected Provider Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department and the MFCU.

1.15.4.1. **DELIVERABLE**: Completed Contractor Suspected Fraud Written Notice Form

1.15.4.2. **DUE**: Within three Business Days following the initial discovery of the Fraud or suspected Fraud

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

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

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

1.16. Member Fraud

1.16.1. Contractor shall notify the Department if it identifies or suspects possible Member Fraud as a result of any activities in its performance of this Contract.

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

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

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

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

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

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

1.16.3.5. Any additional information as required by the Department.

1.16.4. For each incident of identified or suspected Member Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department at report.clientfraud@state.co.us, or at such other email address as provided by the Department from time to time.

1.16.4.1. **DELIVERABLE**: Completed Contractor Suspected Fraud Written Notice Form

1.16.4.2. **DUE**: Within three Business Days following the initial discovery of the Fraud or suspected Fraud

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

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

1.16.5.2. **DUE**: Within three Business Days following the Department's request, unless the Department provides for a different period in its request.

2. CONTRACTOR PERSONNEL

2.1. Personnel General Requirements

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

2.1.2. Contractor shall designate the following Key Personnel positions

2.1.2.1.Administrator

2.1.2.1.1. The Administrator shall be responsible for all of the following:

2.1.2.1.2. Serving as Contractor's primary point of contact for the Department.

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

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

2.1.2.1.5. Overseeing all other Key Personnel and Other Personnel and ensuring proper staffing levels throughout the term of the Contract.

2.1.2.2.Case Management Supervisor(s)

2.1.2.2.1. Contractor's Case Management Supervisor(s) shall meet all of the qualifications listed in 10 C.C.R. 2505-10, Section 8.393.1.L.1.d et seq.

2.1.2.3.Other Personnel

2.1.2.4.Contractor shall have at least one Case Manager and one receptionist/clerical. Contractor shall have additional Case Manager(s) and Support Staff as necessary to complete the Work.

2.1.2.5.Contractor's Case Manager(s) shall meet all of the qualifications listed in 10 C.C.R. 2505-10, Section 8.393.1.L.1.d et seq.

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

2.1.3.1. **DELIVERABLE**: Key Personnel assigned to the Contract

2.1.3.2. **DUE**: Within five Business Days after the Effective Date

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

2.1.4.1.**DELIVERABLE**: Final list of names of the individuals assigned to the Contract

2.1.4.2.**DUE**: Within five Business Days after the Effective Date

2.1.5. Contractor shall update this list as needed to account for changes in the individuals assigned to the Contract.

2.1.5.1.**DELIVERABLE**: Updated list of names of the individuals assigned to the Contract

2.1.5.2.**DUE**: Within five Business Days after changes to the individuals assigned to the Contract are identified by Contractor.

2.2. Background Checks

2.2.1. Contractor shall conduct background checks on all new applicants for positions in which direct care, as defined in section §26.3.1.101(3.5), C.R.S. will be provided to an at-risk adult, as defined in section §26-3.1-101 (1.5), C.R.S to include at a minimum a Colorado Bureau of Investigation check. On and after January 1, 2019, prior to employment, a Single Entry Point agency shall submit the name of a person who will be providing direct care, to an at-risk adult, as well as any other required identifying information, to the Colorado Department of Human Services for a check of the Colorado Adult Protective Services data

system pursuant to section §26-3.1-111, C.R.S. to determine if the person is substantiated in a case of mistreatment of an at-risk adult.

2.2.2. Contractor shall not permit any individual proposed for assignment to Key Personnel positions to perform any Work prior to the Department's approval of that individual to be assigned as Key Personnel.

2.2.3. If any of Contractor's Key Personnel or Other Personnel are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then Contractor shall submit copies of such current licenses and certifications to the Department.

2.2.3.1. **DELIVERABLE**: A copy of all current professional licensure and certification documentation as specified for Key Personnel or Other Personnel

2.2.3.2. **DUE**: Within five Business Days of receipt of updated licensure or upon request by the Department

2.3. Personnel Availability

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

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

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

2.3.4. At the Department's direction, Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external private stakeholders.

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

2.3.6. Contractor shall respond to all telephone calls, voicemails, and emails two Business Days of receipt by Contractor, unless the situation is identified as urgent by the Department For situations identified as urgent by the Department, Contractor must respond to the Department the same business day but no later than 24 hours following the request.

2.4. Other Personnel Responsibilities

2.4.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall

provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the Department.

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

2.4.3. Contractor shall employe or contract with a licensed medical professional who will be available for consultation regarding Long Term Home Health (LTHH) PARs for Members.

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

2.4.4.1. Contractor shall not subcontract more than 40% percent of the Work. In this instance this requirement shall not apply to any Subcontractor that is substantially owned by Contractor.

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

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

2.4.4.2.2. **DUE**: Within five Business Days after the Effective Date. The later of 30 days prior to the subcontractor beginning work or the Effective Date.

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

3. INFORMATION TECHNOLOGY REQUIREMENTS

3.1. Protection of System Data

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

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

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

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

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

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

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

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

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

3.1.2.8. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.

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

3.1.2.10. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies.

3.1.3. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.

3.1.4. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.

3.1.5. Contractor will provide notice to the Security and Compliance Representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

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

3.2. Data Handling

3.2.1. The State, in its sole discretion, may securely deliver State Records directly to the facility where such data is used to perform the Work. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.

3.2.2. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.

3.2.3. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor

shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days of the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legislation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore.

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

EXHIBIT END

EXHIBIT D, SUPPLEMENTAL PROVISIONS FOR FEDERAL AWARDS

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

1 Federal Award Identification

A. Subrecipient: Developmental Opportunities Incorporated DBA Starpoint

B. Subrecipient Data Universal Numbering System (DUNS) Number: 37542172;

C. The Federal Award Identification Number (FAIN): 1805CO5ADM;

D. The Federal Award date is: July 1, 2022;

E. The subaward period of performance start date is July 1, 2022 and the end date is June 30, 2024;

F. Federal Funds:

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

G. Federal Award project description: To secure case management, associated utilization review services, and other administrative activities for applicants and individuals of the Home and Community Based Services Waiver for Persons with Brain Injury (HCBS-BI), Home and Community Based Services Waiver for Persons who are Elderly, Blind and Disabled (HCBS-EBD), Community Mental Health Supports Waiver (HCBS-CMHS), Home and Community Based Service Complementary and Integrative Health Waiver (HCBS-CIH)), Waiver for Children with a Life Limiting Illness (HCBS-CLLI), Program for All-Inclusive Care for the Elderly (PACE).

H. Contractor was selected by the State in accordance with Colorado Revised Statute (C.R.S.) Title 25.5, Article 10.

I. 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 Sarah McDonnell, SEP Contract Manager, Office of Community Living, 1570 Grant Street, Denver, CO 80203, Sarah.McDonnell@state.co.us, 303-866-3615.

J. 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.

K. This award is not for research & development.

L. 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