COLORADO
Department of
Labor and Employment

Executive Director's Office
633 17th Street, Suite 1200
Denver, CO 80202-3660

December 17, 2015

The Joint Budget Committee
Colorado General Assembly
The State Capitol
200 E. Colfax Avenue
Denver, CO 80213

The Honorable Millie Hamner, Chair
The Honorable Kent Lambert, Vice Chair
The Honorable Kevin Grantham
The Honorable Patrick Steadman
The Honorable Robert Rankin
The Honorable Dave Young

Re: SB15-239 Transition Plan

Dear Members of the Joint Budget Committee:

In accordance with SB 15-239 the Division of Vocational Rehabilitation (DVR) will move to the Colorado Department of Labor and Employment (CDLE) no later than 7/1/2016. To affect the transition, the departments are working on an integrated transition plan with nine subgroups, an executive group to oversee the project, and a dedicated change management function.

The attached transition plan includes the following sections:

- **Stakeholder process and results**
  - CDLE and DVR jointly invested resources to engage more than 200 people across the State. Key opportunities for improvement include:
    - Opportunity to better align youth transition services and resources;
    - Create a dedicated service organization targeting those with blindness; and
    - Improved training opportunities for counselors and vendors.
- **Budget and staffing implications**
  - As part of service enhancements planned to coincide with transition, the Department has requested 6 FTE with a General Fund budget impact of $226,707.

- **Managing critical dynamics**
  - DVR Process Improvement
    - Colorado's DVR has been selected to participate in the Employment First State Leadership Mentoring Program (EFSLMP), which offers focused technical assistance and collaboration aimed at improving employment outcomes for people with disabilities, with a specific focus on youth transition and employer engagement
    - Blind services are also a key area for process improvement and a new blind services unit will be created to address this (Jan 1, 2016)
  - Co-location opportunities
    - A Facilitated Conversation Model was put in place to critically examine whether co-location of DVR field offices and Workforce Centers is feasible in the near future or whether additional research needs to be complete to improve the shared services model between DVR and Workforce Center offices.
- **Risk management**
  - We are actively managing risks across the 9 subgroups. The greatest areas for risk are seamless technology transition and continuity of internal support services (HR, accounting, etc.)
- **Legislation**
  - We will meet or exceed requirements of the vulnerable persons act. Proposed legislative cleanup to comply with federal legislation and technical assistance circulars.

Respectfully submitted,

Ellen Golombek
Executive Director
Colorado Department of Labor and Employment

**Attachments** (DVR transition attachment #)

1. Transition project plan
2. Project governance
3. Milestones summary and status for each group
4. Acknowledged risks documentation
5. Stakeholders summary
6. Budget summary
7. Legislative research summary
8. Co-location model
9. Change management proposal

(cc: Mr. John Ziegler, Staff Director)

# Division of Vocational Rehabilitation Merger with Colorado Department of Labor and Employment

## Project Plan
## 2015

COLORADO
Department of
Labor and Employment

## Project Objectives

To implement a seamless transition of the Division of Vocational Rehabilitation (DVR) from the Department of Human Services (DHS) to the Colorado Department of Labor and Employment (CDLE); this transition shall ensure continuity of services without causing interruptions to clients, staff and contractors' services.

## Vision

We will build a foundation for greatness in service to our stakeholders

## Background Information

Governor Hickenlooper signed into law SB 15-239 which transfers the Division of Vocational Rehabilitation (DVR) from the Colorado Department of Human Services to the Colorado Department of Labor and Employment (CDLE) no later than July 1, 2016. The alignment of DVR with existing CDLE employment services provides a more comprehensive approach to our state's employment efforts by including people with disabilities, providing employers with dependable, dedicated and talented employees, and giving more individuals a living wage with dignity and hope.

The transfer of DVR will be accomplished in two phases through two separate pieces of legislation. The second phase, through a bill that will be introduced in the 2016 legislative session, will address program administration, alignment of services and compliance with state and federal rules and regulations and other potential outstanding items. Because this move is considered a substantive change that affects the provision of vocational rehabilitation services, public hearings and stakeholder outreach will be conducted to allow the public and stakeholder groups sufficient opportunity to provide input.

## Project Organization

Nine (9) separate functional teams and one (1) overseeing executive team are in place to do the merger work. These teams are made up of DVR, central CDHS, DPA, OIT and CDLE management and staff who have expertise in the functional areas. Each group is responsible for specific tasks and milestones in addition to an overall focus on identifying interdependencies among the groups to ensure the shared goals are achieved. These teams will meet at regular intervals, twice monthly.

# Overarching Goals by Group

**Budget/Accounting:**
To fully integrate the DVR budgeting, forecasting and financial reporting processes into the CDLE's systems by July 1, 2016. This group will work on federal accounting, reporting and the necessary staff changes as they occur.

**Communications:**
To fully engage DVR's and CDLE's internal and external stakeholders in the merger planning and implementation through frequent, proactive and accessible communication. We will:

- Create an internal communications strategy to CDLE/DVR staff
- Create an external outreach and communications strategy for merger

**Facilities:**
To relocate DVR administrative personnel now located at 1575 Sherman Street to 633 17th Street and build-out space to CDLE standards. The build-out is expected to be completed by June 1st, 2016.

**Human Resources, Training, Culture:**
To define required cultural and training programs and dates by June 30, 2015. Review and analyze HR policies and train on all policy changes that impact employees prior to July 1, 2016. Integrate all performance management systems by April 1, 2016 for performance year 2016-17.
To align/integrate all HR processes and systems to include:

- Recruitment
- Hiring
- Personnel actions
- Off-boarding.

**Information Technology:**
To maintain the DVR AWARE project management program as an independent stand-alone system; client data systems will be kept separate; and the wireless network will be kept separate.
To migrate all other DVR applications into the CDLE IT systems. Personnel-related records that will be migrated:

- Kronos
- EDSys
- EQEP EZ
- LMS

**Legislation, Rules and Regulations:**
To ensure the merger is compliant with all state and federal legislation and regulations (including Rehabilitation Services Administration (RSA) technical assistance circulars (TAC's) 12-03 and 13-02). Verify RSA guidance and make determination on HIPAA compliance.
To identify other federal and/or state statutes that require compliance and make certain they are: updated, developed and promulgated, to provide accurate context for the integration of DVR into CDLE

**Procurement and Contracts:**
To fully integrate DVR contracts and procurement commitment documents, solicitations and processes into CDLE systems. This team will make recommendations regarding:

- Leases
- Solicitations
- Procurement training
- Vendor agreements (Purchase Orders, Contracts, MOUs)
- OneCards (PCard, Travel Card, OneCard), and others.

Recommend a process to follow in regards to new or renewed purchase orders, contracts, or leases during the transition period. Create a plan to be in place at the beginning of the contract process for July 2016. Conduct interim reviews of existing commitments (POs, Contracts, Leases, MOUs, etc.) greater than $5,000 and the OneCard processes. Identify needed renewals, amendments, or terminations as of 7/1/16 and identify known risks, process gaps or common processes between Departments, and areas for improvement. This team will lay processes side by side, find gaps and recommend a course of action, including what can be fixed immediately and what should be modified in the future.

**WIOA/Field Operations:**
To monitor WIOA activities and assess impacts in the move:

- Work with implementation teams to determine what needs to be addressed by this group -- due dates based on WIOA team deliverables
- Monitor technical assistance and guidance from the feds that is specific to DVR/CDLE integration

To create a physical location inventory, including lease expirations:

- Compile list of locations and lease expirations
    a. Include rural consortium and DVR
- Determine if any lease expiration opportunities exist
- Acquire current example of lease work and use as template in moving forward
- Create a process for evaluating co-location opportunities

**CORE:**
This cross-functional, cross-departmental group's goal is to identify and address CORE administration issues and to provide guidance to the other functional teams. The work is divided into the following subsections:

- Chart of Accounts
- Security and Workflow
- Payroll Accounting
- Grants
- Commitments and Requisitions
- Program Payables
- Conversion
- Commercial Cards
- Interfaces
- Info Advantage

**Executive Group**
This group's primary goals are to:

- Review functional groups' recommendations and make final decisions
- Remove roadblocks as groups encounter them
- Provide strategic direction to functional teams when necessary
- Will serve as a resource when issues come up that require resolution
- Inform and be informed of pertinent information that can affect the project, ensuring information flow.

## Project Deliverables

*(See milestone tracker documentation for each of the functional groups)*

## Assumptions

- A priority will be placed on staff members' work time needed for this project to ensure project deliverables and estimated completion dates are met.
- Additional staff will be identified to join the functional teams as needed.
- A clearly defined process will be created and put in place to efficiently drive the project.
- Dependencies will be identified and communicated to all groups. Groups will schedule accordingly to ensure timely completion of tasks.
- No significant changes to the DVR program are anticipated during the transition. Any enhancements or changes identified will be documented and considered part of phase II.
- Staff members working on this project will have needed access to appropriate systems and resources in order to complete their tasks.

## Constraints

- Competing priorities and staff availability.
- DVR and CDLE regulations, rules and standards that may dictate needed changes in product, delivery, process or standards.
- The completion date of July 1, 2016 is fixed.
- Funding
- Availability of resources
- New proposed legislation and rulemaking may affect the implementation of the plan and/or the way the Division will function in the new Department

## Risks and Issues

- Subject Matter Experts not able to consistently attend meetings and provide input
- Dependencies not accurately identified
- Deliverables not accurately identified
- Communication and sharing of data / security
- Layers of Management for decision making
- Not including all members of team in work
- The underappreciation of time needed for work by the project team
- Project cost tracking

## Milestones

| Milestone | Due Date |
|---|---|
| Budget fully integrated | August 2015 |
| Transition plan due | September 2015 |
| Stakeholder meetings | July 2015 through September 2015 |
| Quarterly report to JBC | December 2015 |
| Transition plan approval date in transfer bill | December 15, 2015 |
| Quarterly report to JBC | March 2016 |
| HR performance plan integration | April 2016 |
| Facility build out complete | June 2016 |
| Quarterly report to JBC | June 2016 |
| Transition complete | July 1, 2016 |

**Budget/Accounting, Week ending 12/04/15**

**4. Upcoming Key Milestones & Deliverables**

Access DVR Merger - Risks and Issues re

| Deliverable: | Owner | Finish Date | Status | Trend | Justification / Comments (Required if yellow or red) |
|---|---|---|---|---|---|
| Budget | | | | | |
| List of staff needed for additional 230 FTE from PCS, accounting, HR, ODT (job class, anecdotal summary of duties) gathered | Matthew Blackmon | 7/15/2015 | Completed | | |
| OIT and DPA notified to move DVR only common policy spending authority and costs to CDLE | Matthew Blackmon | 8/3/2015 | Completed | | |
| Base Budget Request for FY 17 completed for DVR | Matthew Blackmon | 10/15/2015 | Completed | | |
| Building lease negotiated (contracts? True space needed) | Matthew Blackmon | 12/22/2015 | In Progress | On track | Contacted state leasing agency to begin process. |
| Lease signed | | 12/31/2015 | | On track | Plan created |
| Collaborate with the CDLE Controller's Office, create new CDLE coding and cross walk to CDHS coding for current grant. | Matthew Blackmon | 4/30/2016 | In Progress | On track | New Appropriation Units Created. |
| Fully integrate DVR budgeting, forecasting and financial reporting processes into CDLE systems | Matthew Blackmon | 7/1/2016 | | Not Started | |
| Accounting | | | | | |
| Accounts information from CDHS received | Matthew | 4/30/2015 | Completed | Completed | |
| Request access to G5 – U.S. Department of Education's grants management system which provides ability to draw down federal funds | | 2/29/2016 | | Not Started | |
| Ensure CDLE DUNS number will be assigned by July 1, 2016 to CDLE for the DVR grant awards for reimbursement purposes. | | 2/29/2016 | | Not Started | |
| Set-up an internal daily draw procedure for DVR grants | | 5/31/2016 | | Not Started | |
| Work with CDHS Accounting Office for transfer of active accounts and obtain correct cash fund balances. | | 8/2/2016 | | | |
| TBD: Post conversion costs between CDHS and CDLE | | tbd | | | |
| Reconciliation | | | | | from CORE sheet |
| Federal cognizant agency redirected to CDLE | | | | | from CORE sheet |

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|---|---|---|---|---|---|
| Federal general fund portion | | | | | from CORE sheet |
| Kronos set up | Amparo | 6/1/2016 | | Not Started | from CORE sheet |
| Modify federal indirect cost plan to include DVR starting July 1, 2016 | Ted | 1/31/2016 | | Not Started | |

**Communications, Week ending 12/04/2015**

**4. Upcoming Key Milestones & Deliverables**

Access DVR Merger - Risks and Issues report

| Deliverable: | Owner | Finish Date | Status | Trend | Justification / Comments (Required if yellow or red) |
|---|---|---|---|---|---|
| | | | | | |
| Ensure accessibility (training) | Amanda, Lara | 5/28/2015 | | | Complete |
| Clarify "clearance" process | Cher | 6/12/2015 | | | Complete |
| DVR / CDLE policies compared | | | | | |
| Gather all DVR policies | Ron A | 5/14/2015 | | | Complete |
| Review, compare, find gaps in DVR/CDLE policies | Ron A | 6/30/2015 | | | Complete |
| Distribute policies to functional groups for revision | All leads | 7/1/2015 | | | Complete |
| Stakeholder meetings completed | | | | | |
| Stakeholders defined/clarified | Cher | | | | Complete |
| Stakeholder survey vetted/approved | Cher | 6/22/2015 | | | Complete |
| Stakeholder outreach steering committee created | Cher | 6/30/2015 | | | Complete. Committee convening periodically |
| Stakeholder survey launched/distributed | Cher | 6/30/2015 | | | Complete. Survey sent out with notices |
| Dates/locations of stakeholder meetings determined | Cher | 8/31/2015 | | | All but possible webinars are scheduled |
| Meeting template created | Cher | 7/17/2015 | | | Complete |
| Meetings scheduled throughout State | Cher/Denise | 8/31/2015 | | On track | 10 meetings completed |
| Stakeholder meetings held | Group | 10/21/2015 | | On track | 10 meetings completed |
| Website for project created | | | | | |
| Site created | Lara | 6/30/2015 | | | Complete |
| Google apps accessibility, tips and tricks | Maria | 6/1/2015 | | | Determine if this is applicable; if so, what is needed. There is no specific need at this time. To be re-assessed in the future |
| Accessibility tested | Cher | 8/21/2015 | | | Complete |
| Site implemented and running | Cher | 8/25/2015 | | | Complete |
| Public Relations Campains ran | | | | | |
| Workforce Development Month | All GPPR | 9/30/2015 | | On track | Complete |
| Disability employment awareness month | All GPPR | 10/31/2015 | | On track | Complete |
| Hire a vet month | All GPPR | 11/30/2015 | | On track | Social media outline planned |
| External Communications planned and in place | | | | | |
| Inventory external communications for accessibility | All GPPR | 1/5/2016 | | On track | Feedback reviewed by Executive Team |
| DVR website migration | All GPPR | 6/1/2016 | | On track | Accessibility needs determined, site build in project queue. |

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|---|---|---|---|---|---|
| DVR intranet migration | GPPR and DVR (Justin) | 6/1/2016 | | On track | Met with DVR team and functionality/accessibility needs determined. Site build in project queue. |
| Internal Communications planned and in place | | | | | |
| Google site with suggestion box | Cher and Lara | 9/1/2015 | | | Complete |
| Quarterly feature in CDLE newsletter (Q3, Q4, Q1, Q2) | Cher and Lara | 9/21/2015 | | On track | Project update to be included in newsletter launch week of 9/28 |
| Share CDLE events with DVR staff | Cher and Steve | unscheduled | | | |
| Brown bags (?) | | | | | |

**Facilities, Week ending 12/04/15**

## Deliverables and Milestones

Access DVR Merger - Risks and Issues report

| Deliverable: | Owner | Finish Date | Status | Trend | Justification / Comments (Required if yellow or red) |
|---|---|---|---|---|---|
| Access to building secured | | | | | |
| Building ID badges for DVR staff involved in project procured | Ron, HR | 5/1/2015 | | | Completed. |
| Badges for DVR employees procured | Ron, HR | 4/1/2016 | | Not Started | Moved from facilities to HR on 8/6/15. Move to milestones/activities sheet |
| People moving identified and informed | | | | | |
| Identify individuals to be relocated | Barb, Tom | 5/15/2015 | | | Completed. |
| Number of DVR people that will move to 633 17th Street confirmed | Barb, Steve | 6/11/2015 | | | Completed. |
| DVR informed of CDLE building standards | Ron | 5/1/2015 | | | Completed. |
| True space needs for DVR determined | | | | | |
| Measurements of current space finalized | Tom, Ron | 6/19/2015 | | | Completed. |
| Rough draft of existing floor plan drawn (in house) | Tom, Ron | 7/20/2015 | | | Completed. |
| Reqs for new space (kitchen, small and large conference room, family bathroom, storage area) identified | Ron | 6/19/2015 | | | Completed. |
| Additional space needed for existing cubes, offices, halls calculated | Tom, Barb, Ron | 7/14/2015 | | | Completed. |
| Preliminary plan for new space drawn | Architect | 8/1/2015 | | | Completed. |
| True space final determination determined | Ron, architect | 8/10/2015 | | | Completed |
| Preliminary plan vetted by executive group | Ron | 8/17/2015 | | | Completed. Last Drawing Plan accepted by Executive Team on 09/03/2015. 09/15/2015 is meeting with Architect to discuss next steps for Mechanical Plans. Next step is to work the Budget Plan. |
| Final architectural plan complete | Ron, architect | 10/1/2015 | | | Completed. Final architectural drawing is complete. Mechanical/Electrical drawings follow the Budget planning document. |
| Itemized tenant finish budget plan | Ron, Toma West | 10/19/2015 tentative | | | Missed this request for an itemized budget plan. Brian Atencio with CCi is having a 2nd quote prepared using compatible product for existing modular furniture. |
| ADA Resources involved | | | | | |
| Resource Center contacted for general info | Ron | 6/25/2015 | | | Completed. |
| Share architectural drawing w/ center | N/A | | | | Decision made to not to pursue any further |
| Feedback from resource center on plan | N/A | | | | N/A |
| Build out completed | | | | | |

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|---|---|---|---|---|---|
| IT cabling order verfied | Colleen | tbd | | | |
| Final building plan complete | Ron, architect | 12/1/2015 | | | Final architectural drawing is complete. Mechanical/Electrical drawings follow the Budget planning document. |
| Lease finalized | Budget | 12/31/2015 | | | |
| Tenant finish to start | Toma West | 2/1/2016 | | | |
| Card reader installed and tested | Lanmor | 4/22/2015 | | | Three card readers are needed. Reuse existing from WyCAN space on 2nd Floor. |
| Build-out punch list signed off | Ron | 5/1/2016 | | | |
| Required equipment identified and purchased | | | | | |
| Name plate holders for cubicles purchased | Ron | 12/31/2015 | | | |
| Card reader system acquired | Ron | 10/1/2015 | | | Acquiring Card Access components completed - Identified reuse of 3 card readers from WyCAN space, reuse existing server leftover from DPA. Lanmor Services to do wiring during construction phase when doors are installed and tie into existing CDLE WINDSX Server. |
| Work Request in place with Lanmor Services for Card Readers | Ron | 3/31/2016 | | | |
| Cubicle walls ordered and purchased | Ron | 3/1/2016 | | | |
| Refrigerator purchased | Ron | 3/4/2016 | | | Potential surplus refrigeration identified - 10-01-2015 |
| Cubicle walls delivered | Ron | 4/29/2016 | | | |
| Move from 1575 to 633 completed | | | | | |
| Correctional Industries contacted - Brian Atencio | Ron | 12/31/2015 | | | Requested a cost estimate for cubicle walls with power capability - 10/01/2015 |
| If bid is needed, start process | Ron | 1/15/2016 | | | |
| Mover contracted | Ron, PCS | 2/1/2016 | | | |
| IT staff secured for set up in new building | Ron/Colleen | 3/1/2016 | | | |
| Move tip sheet for employees distributed | Rebecca? | 5/20/2016 | | | |
| | | | | | |
| 633 Construction Existing CDLE Space - 11th Floor | | | | | |
| Determine Reconfiguration of 11th Floor Plan w/Ldrshp of Finance, Budget, PCS, & Audits | Ron, Kristin, Matthew, Shawn, Jing, Mike, & Lisa | 11/19/2015 | | | Floor Plan produced for approval - request for change on 11/24/2015 - new floor plan by 11/30/2015 |
| Determine new seating chart for 11th Floor Finance | Shawn, Jing, Sung, Ted, & Amparo | 12/15/2015 | | | Team is working on this currently. |
| Schedule Move for those we can do before construction | Ron & Shawn | 12/30/2015 | | | |
| Do Drawing update | Ron | 11/30/2015 | | | |
| Get with OIT for Data work | Ron | 12/4/2015 | | | |

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|---|---|---|---|---|---|
| Determine material needs w/Structural Trades personnel | Ron & team | 12/30/2015 | | | |
| Work w/Toma West regarding 3 doors purchase | Ron | 12/30/2015 | | | |
| Schedule construction work - estimated 3 weeks | Ron, Shawn, | 12/30/2015 | | | |
| Complete construction work | Ron & Team | TBD | | | |
| Schedule Move of remaining existing personnel | Ron & Shawn | TBD | | | |

**HR-Training-Culture, Week ending 12/04/15**

**4. Upcoming Key Milestones & Deliverables**

Access DVR Merger - Risks and Issues re

| Deliverable: | Owner | Finish Date | Status | Trend | Justification / Comments (Required if yellow or red) |
|---|---|---|---|---|---|
| Employee Data Collected | | | | | |
| Identify DVR employees, titles, roles (supervisor) and locations | Kathy, Roxane, Matthew Blackmon, Barb Casey | 9/1/2015 | Behind | Behind | Still discrepancies among staff lists (HR vs. OIT). Krista and Kathy will facilitate a meeting with Kim, Barb and Justin to resolve differences. |
| Create spreadsheet containing fields for all employee data required for transition (EQEP, EDSys, Training, etc.) | Renee, Kathy | 10/9/2015 | | | Complete |
| Provide spreadsheet to DVR contacts to enter employee data | Kathy | 10/13/2015 | | | Complete - sent 10/8/15 |
| Complete spreadsheet with employee data and return to CDLE | Krista, Kim Howard | 10/23/2015 | | On track | Complete - but a few items need to be reviewed |
| Verify background checks for all DVR employees. | Kathy, Roxane | 2/1/2016 | | Not Started | Will need to complete background checks on employees whose previous background check information cannot be located/verified. |
| Performance Management Systems Integrated | | | | | |
| Ensure DVR email domain access established | Mike's team | 7/14/2015 | | | Completed |
| Evaluation planning documents shared | Kathy, Roxanne | 7/28/2015 | | | Completed |
| Verify with OIT Google Gmail/Domain Access Setup | Mike's team | 7/28/2015 | | | Completed |
| Create template for DVR EQEP data | Mike's team | 7/29/2015 | | | Completed |
| Develop instructions for DVR to populate template | Mike's team | 8/3/2015 | | | Completed |
| Identify common groups for EQEP Templates | Mike's team | 9/21/2015 | | | Completed - 4 templates will be used (1) Admin, (2) Rehab Counselor, (3) Supervisor and (4) blank |
| DVR Sr. Leadership trained on EQEP | Renee | 9/30/2015 | | | Completed |
| Identify CDHS Template EQEP Resources | Mike's team | 10/1/2015 | | | Complete - Kim Howard and Krista Dann will be contacts |
| Map DVR Hierarchy Structure to EDSys | Kathy, Steve L. | 11/1/2015 | | On track | Initial data for all employees has been populated in EDSys. Waiting for some workgroup names from DVR to complete hierarchy. |
| Create EQEP Forms for CDHS Template Use | Mike's team | 11/1/2015 | | | Complete. Templates sent to Kim Howard |

| | | | | | |
|---|---|---|---|---|---|
| Develop Form Creation Rules for All DVR Employees (template vs. blank) | DVR Mgmt | 11/13/2015 | | | Complete. DVR will determine which of 4 templates and indicate in master spreadsheet |
| Complete DVR Template EQEP Forms (Objectives/Weights) | DVR Mgmt | 12/11/2015 | | On track | |
| Create DVR 2016-17 EQEP Plans | Mike's team | 1/31/2016 | | Not Started | |
| EQEP plans in place for all staff | Mike's team | 4/1/2016 | | Not Started | |
| Frontline staff trained on EQEP | Renee, ODT | 4/1/2016 | | Not Started | |
| HR Processes and Systems Integrated | | | | | |
| Language added to all new announcements regarding move | Roxanne | 4/1/2016 | | | Completed. |
| Spreadsheet created to capture all DVR personnel data required for systems and training (EQEP EZ, EDSys, training, etc.) | Kathy, Renee | 10/7/2015 | | | Completed. |
| DVR to fill out personnel data spreadsheet | Kim Howard, Krista Dann | 10/23/2015 | | | Completed. |
| Initial population of DVR employees in EDSys | Steve Levinsky | 12/4/2015 | | Started | Complete to the point it can be done without spreadsheet discrepancies resolved |
| Process Documentation Integration | Caren, Kathy, Mike, Scott (all?) | 12/30/2015 | | On track | Majority of process differences will be addressed through policy review. Other process/philosophy differences are being addressed by DVR leadership prior to the transition. |
| Required Cultural and Training Programs Defined | | | | | |
| Current classes inventory | Renee, Augusta | 6/5/2015 | | | Completed. |
| DVR Supervisors training on EQEP | Renee | 2/1/16-2/28/16 | | Not Started | Scheduled |
| DVR Frontline staff trained on EQEP | Renee, ODT | 2/1/16-3/31/16 | | Not Started | |
| DVR Supervisors trained in CDLE LDP program | ODT | 1/1/16 - 12/31/16 | | Not Started | Monthly training sessions scheduled |
| Transition and Welcome Training for all DVR staff | ODT, Augusta | 5/15/16-6/30/16 | | Not Started | Approximately 4.5 hours per person. Training will be scheduled around physical moves. |
| DVR staff trained on DPA Compliance, Customer Service, Cornerstones and Diversity & Inclusion | ODT | 7/1/16-7/31/16 | | Not Started | |
| DVR staff Trained on all policy changes impacting employees | Renee, ODT | 5/15/16-6/30/16 | | Not Started | |
| Communication plan between DVR/CDLE values | | | | | Working with Communications team |
| Policy Review Completed | | | | | |
| Create template to identify decisions and training points on policies | Kathy, Maria, Steve | 8/24/2015 | | | Completed |
| Review and analyze all HR policies changes that impact employees | Divided into teams | 10/15/2015 | | | Completed |
| Make recommendations on policy variences to Exec Team | Kathy, Steve | 10/16/2015 | | | Completed |

| | | | | | |
|---|---|---|---|---|---|
| Exec Team responds to policy recommendations | Exec Team | 11/2/2015 | | | Responses received and will be incorporated into plan |
| Identify training points on all policy comparisons to ODT (Renee) for incorporation into training materials | Divided into teams | 12/1/2015 | | | Completed - information from policy comparisons has been shared. Will continue to update training team with new items as they are identified. |
| Update policies that must be included as part of training | Team | 1/31/2016 | | Behind | Don't have all of the information that will be required for background check policy. |
| Determine priority for updating policies that should be updated, but not necessarily prior to the merger | Steve, Kathy | 1/31/2016 | | On track | Will need to be integrated with larger list of policy updates (outside of merger) |
| Records Management | | | | | |
| Storage needs determined | Roxane, Kathy | 9/1/2015 | | | Completed - Roxane has indicated personnel files require 4, 4-drawer file cabinets |
| Clean file room at CDLE | CDLE HR | 9/30/2015 | | | Completed - Space created to accommodate files |
| DVR PD's (position files) to CDLE | Roxanne | 4/1/2016 | | On track | CDHS has files ready to go and CDLE has storage. Date changed to 4/1/16. |
| Determine plan/timeline to scan personnel files to App Xtender | Kathy, Mike, Patty Dicks, OIT (Adolph, Stuart Walker) | 1/31/2016 | | On track | Working on a scanning solution with OIT or possibly IDS. May require transfer of paper files to CDLE for scanning. If that is the case we likely won't move the files until the employees move to CDLE. (changed date to 1/31/16) |
| Gather and transfer DVR employee records | Roxane | 6/15/2016 | | On track | |
| Audit I-9 documentation received | Risk Management/Benefits | 7/31/2016 | | Not Started | |
| Identify/transfer employee medical files | Roxane, Sara | 6/15/2016 | | On track | FMLA, STD, WC, ADA, etc. |
| Begin sharing tracking of FML hours with DHS/DVR | Scott, Roxane | 5/1/2016 | | Not Started | |
| Identify employees with current ADA accommodations | Roxane, Sara | 4/1/2016 | | Not Started | Identify any accommodations/equipment that will need to be duplicated/moved to CDLE |
| Other HR functions | | | | | |
| Personal Services Contracts | Mike, Steve, Lisa Eze (?) | 3/31/2016 | | Not Started | Joined Purchasing functional group meeting on 10/26 to discuss. CDHS will complete any contracts through 7/1/16. CDHS and CDLE processes are very similar. Will need to train a select group of DVR employees on CDLE process after 7/1/16. |
| Review DHS personal services contract waiver form and process to determine any differences between DHS and CDLE | Mike, Steve | 3/31/2016 | | Not Started | Contact Justin Icenhower with DHS to learn more about their process |
| Train DVR managers, staff on CDLE personal services review process | Mike, Steve | 9/1/2016 | | Not Started | DHS will handle all contracts for 7/1/16. Train field services and Rebecca Novak's staff in August, 2016 |

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|---|---|---|---|---|---|
| Transition plan for EcoPass created | Steve Akers, Matthew Blackmon | 10/26/2015 | | | DVR employee will continue to utilize current EcoPass/pricing for CY 2016 |
| Fleet vehicles transferred from DVR to CDLE | Steve Akers | 7/1/2016 | | Not Started | changed to match merger date Accessible van availability? |
| Obtain pictures of DVR staff for badges | Roxane, Patty, Scott | 12/31/2015 | | Not Started | Will concentrate on supervisors first, then the remainder of staff. |
| Employee ID Badges created and distributed | Patty Dicks | 1/1/16-6/15/16 | | On track | Badges for those moving to 633 will need to be created prior to the physical move date |
| Payroll functions | | | | | |
| Identify deductions that should/should not be continued after 7/1/16 (e.g. Parking, EcoPass, etc.) | Amparo | 6/15/2016 | | Not Started | |

**IT, Week ending 12/04/15**

**4. Upcoming Key Milestones & Deliverables**

Access DVR Merger - Risks and Issues re

| Deliverable: | Owner | Finish Date | Status | Trend | Justification / Comments (Required if yellow or red) |
|---|---|---|---|---|---|
| **Functional requirements gathered** | Colleen | 11/30/2015 | | | |
| Determination of Lease or Purchase of Laptops | Exec Ldrshp | 6/30/2015 | | Complete | Stay on Lease |
| Determination of Phone numbers - Change or not | Exec Ldrshp | 6/30/2015 | | Complete | Remain same - need caller ID to look same |
| Determination of AT support model | Cedonia Jackson | 6/30/2015 | | Complete | Justin and Joe to have admin rights as per Cedonia Jackson |
| Determination of HIPAA Entity | AG's Office | 7/31/2015 | | Complete | Not a HIPAA entity - Will implement all CISO required security measures anywayy |
| Determination of HP or Dell Lease | Lisa Eze | 7/31/2015 | | Complete | HP being used |
| Need determination of whether Glenwood and Steamboat will be co-located with WFC's by 12/31/2016 | Lindsey | 8/26 - 9/30/2015 | | Complete | Decision is no longer an impact to the implementation of the network due to architectural direction |
| **Access Control - Accounts Set Up** | | 5/15/15 - 2/29/2015 | | | |
| Yvette to provide employee list to Justin for verification | Yvette/Justin | 8/21/2015 | | Complete | Justin Verified all is accurate |
| Justin to provide all signed documentation to AC | Justin | 11/30/2015 | | Complete | |
| Access Control to create new accounts | Yvette | 9/1 - 12/30/15 | | Complete | These are in tandem to the CDHS accounts |
| Access Control to replicate security groups from CDHS to CDLE | Yvette | 2/15 - 4/30/16 | | On Track | Will be done at time of site migrations |
| Access Control to activate DVR accounts | Yvette | 3/31/2016 | | On Track | Receive all signed forms, will activate at time of site migrations |
| CDLE to take over management of servers | Dave Gestner | 4/30/2016 | | On Track | |
| Access for a few users to CDHS Legislative Tracking system through end of FY16 | Yvette | 7/1/2015 - 2/15/16 | | On Track | Need names of individuals from Justin |
| DVR to create dual AC forms - CDHS and CDLE | DVR supervsrs | 9/1/15 - 5/31/16 | | On Track | This is for onboarding, modifications and offboarding efforts so we have accurate accounts 7/1/2016 - Actively being done |
| Transition support from CDHS to CDLE | Yvette | 1/31/2016 | | On Track | |
| Desktop Deployment | Yvette | 2/28/2016 | | On Track | |

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| Confirm that PCS has enough storage space in their shared drive for the CDHS supporting contract documentation to be transferred | Yvette | 2/28/2016 | | On Track | |
| Change Local User accounts and AAA TACACS Authentication on DVR routers and switches at each remote DVR site | Yvette | 5/31/2016 | | On Track | |
| Convert public IP addressing from CDHS VRF to new private networks on CDLE VRF | Yvette | 5/31/2016 | | On Track | |
| CDHS to provide CDLE network team admin rights to servers and vice versa | Yvette | 5/31/2016 | | On Track | |
| Access Control to inactivate DVR at CDHS | Yvette | 5/31/2016 | | On Track | After it is clear that they are functioning as CDLE employees |
| **Support plan developed** | | 12/31/2015 | | | |
| Support responsibility for after move planned | OIT / Colleen | 7/20/2015 | | Complete | No OIT staff moving to CDLE - OIT to track SLC and see if there is slippage - Agreement amongst OIT leadership that CDHS Network staff will participate in high volume times to assist in supporting DVR long term at CDLE. |
| Support responsibility for move decided | OIT | 7/1 - 9/18/2015 | | Complete | Have worked out all functional team involvement (CDHS and CDLE) |
| Determine who will do the backups of DVR server | Server / Database | 1/1 - 1/31/16 | | Complete | Kathy K. and Dave G., |
| Grant Justin and Joe appropriate admin rights to manage all AT - Long term support | Paula | 1/1 - 1/31/16 | | On Track | As per CeCe Jackson |
| **CDLE computer image to vendor** | | 1/15/2016 | | | |
| DeskSide and Network to design image | Paula / John / James | 9/15 - 12/31/15 | | On Track | 12/1 - Only thing left is to create and implement the Aware Certificate into the image |
| HP computer models numbers are needed - 650 G1 | John to Paula | 12/15/2015 | | On Track | 12/1 - Only thing left is to create and implement the Aware Certificate into the image - laptop in house |
| Have quotes on HP systems and business decision made on model/type/config | Paula / Justin | 12/31/2015 | | On Track | |
| Have demo models of chosen systems from HP in hand. This assumes that HP has given us model numbers that won't be end of life prior to March | Paula | 12/31/2015 | | On Track | |
| Have timetable put together for when to lease. If we want to begin deploying mid-march, need to place the order in December | Paula / Justin | 12/31/2015 | | On Track | |
| Determine if pre-boot authentication works with AT | Paula / Justin | 10/31 - 11/15/15 | | Complete | Waiver in place - need to transfer that waiver to CDLE for DVR |

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| Deskside to build image | Paula | 10/31 - 12/31/15 | | Complete | Include network stuff, certificates for AWARE, all HR apps assoc with CDLE, UAG, etc - see line above - base image built in Sept. |
| Create AWARE certificate and add to the new image - Need Alliance to help | Paula / Justin | 12/31/2015 | | On Track | |
| Give newly imaged machine to Justin to test all apps | Paula / Justin | 12/15 - 12/31/2015 | | On Track | |
| Give newly imaged machine to Steve Anton to test all apps | Paula / Justin | 1/31/2016 | | On Track | |
| Image delivered to HP with Migration plan | Paula / Justin | 2/28/2016 | | On Track | |
| Add DVR to WSUS Patch Plans | Paula / Dave | 1/1 - 1/31/2015 | | On Track | |
| Move DVR cell bills to Paula via AP - cannot move till 7/1 | Paula | 1/1 - 1/31/2016 | | On Track | |
| If deadline isn't in December, then place lease order for approximately 250 systems to HP - Need by March | Paula / Justin | 1/1 - 1/31/2017 | | On Track | |
| Using Demo systems (desktop and laptop) from HP, load images, update drivers, install AT software, and begin testing | Paula / Justin | 1/1 - 1/31/2018 | | On Track | |
| **Network connection set up** | | 2/29/2016 | | | |
| Determine if any special background checks are needed for CDHS or CDLE OIT staff to be on each others networks | Colleen | 8/21 - 9/4/15 | | Complete | No special need for background checks as determined by CDLE and CDHS HRs |
| Map the network | Network/Srv/DSS | 8/21 - 10/15/15 | | Complete | |
| Work out resourcing issues for migration | Debbie T | 8/15 - 10/31/15 | | Complete | |
| Determine if proxy server will be used at DVR sites | Colleen | 8/27 - 10/31/15 | | Complete | Deterimed that we will roll the proxy server post migration - replicate plan from WFC remote offices |
| Purchase firewalls (28 or 26 - see line 10) | James / Colleen | 10/1 - 12/15/15 | | Complete | Unnecessary |
| Identify the subnets the 14 servers ride | James / Tim | 9/1 - 12/31/2015 | | Complete | |
| Determine new IP addresses for 14 servers | James | 11/1 - 1/15/16 | | Complete | |
| Configure Firewalls | James | 12/15/15 - 1/30/16 | | Complete | No new firewalls are being purchased for this migration |
| Put in RFC's for Network changes to move folks into CDLE Network (one per site) - Change Mgmt | James/Tim | 1/1 - 3/31-2016 | | On Track | |
| Change Requests into Century Link to schedule CL router IP address changes | James | 11/15/15 - 1/31/16 | | On Track | |

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|---|---|---|---|---|---|
| Change Local User accounts and AAA TACACS Authentication on DVR routers and switches at each remote DVR site - user account credentials | James/ Christian | 2/15 - 5/31/16 | | On Track | |
| Convert public IP addresssing from CDHS VRF to new private networks on CDLE VRF | James / Tim | 2/15 - 5/31/16 | | On Track | James has determined that this will be a change to a new private network ip address space. |
| CDHS to provide CDLE server team admin rights to servers and vice versa | Tim / James | By 1/1 - Through 6/30/16 | | On Track | |
| Confirm that PCS has enough storage space in their shared drive for the CDHS supporting contract documentation to be transferred | Paula / Dave G. | 5/31/2016 | | On track | |
| **Network buildout 15th floor** | | 3/30/2016 | | | |
| Planning meeting with Facilities | Colleen / Ron | 8/11/2015 | | Complete | Identified hardware needs and dates |
| Get quote for all hardware needed on 15th floor | James C. | 8/28/2015 | | Complete | |
| Purchase all hardware needed for 15th floor | James / Colleen | 12/31/2015 | | On Track | Wait for lease to be signed |
| OIT to install all equipment on 15th floor | James | 4/1 - 5/31/16 | | On Track | |
| J n L on site for cabling and rerouting of fiber from 14th flr | James | 4/1 - 5/31/16 | | On Track | |
| Forward arch plan to J n L and get quote for cabling | Ron | ASAP | | Complete | Ron Minks provided to James week of 10/11 |
| Contract with J n L for cabling - to start April 1 | James C. | 12/31/2015 | | On Track | Need lease signed first |
| Need to work facilities to find out who manages the badge server? Toma West or CDLE? | Colleen / Ron | ASAP | | Complete | CDLE OIT Staff handles, HR confirmed that they do not need anything from OIT |
| Contact deskside for badge access server to add DVR | Facilities/ HR | 12/31/2015 | | On Track | CDLE OIT Staff handles, HR confirmed that they do not need anything from OIT |
| **PC Refresh, Server Migration, Network Transfer** | | | | | |
| Determine Migration Plan | Justin | 7/25 - 8/14/15 | | Complete | |
| Determine what printers / scanners need migrating | Paula / Justin | 7/25 - 8/14/15 | | Complete | |
| Resource planning for migration | Bernadette / David | 8/21 - 10/31/15 | | Complete | |
| Provisioning of Justin and Joe with Admin rights | James / Paula | 1/1 - 1/31/16 | | On Track | |
| At each of 14 sites with servers, re-IP them | Dave / Paula | 2/15 - 5/31/16 | | On Track | Can be done remotely - Must physically move the server at 690 Kipling to 633 |
| Install firewalls at all non-colocated sites (28) | James / Tim | 2/15 - 5/31/16 | | Complete | Not necessary as per architectural plan |
| At colocated sites, plug switches into CDLE equipment | James / Tim | 2/15 - 5/31/16 | | On Track | |
| 2211 W Evans site has its own tap n go badge setup that will need HP, Deskside and Justin's team to make work | Paula / Justin / HP | 3/15-5/20/2016 | | On Track | Requires a serial cable |

| Applications Changes | | | | | |
|---|---|---|---|---|---|
| Email Consolidation | | 2/28/2016 | | On Track | |
| Create instruction sheet for migration | Justin | 2/28/2016 | | On Track | |
| Create "dummy" EQEP accounts and test for early mig | Dale R. | 8/1 - 8/31/15 | | Complete | |
| Make sure AC and EDSYS have all cross info needed | Raul/Steve/HR | 8/31 - 11/30/15 | | On Track | Active Directory is master list to be cross referenced with CPPS for formal names |
| Test RFS system for accessibility | Stuart W. | 8/31 - 10/31/2015 | | Complete | Not needed, as DVR will identify indivduals who will enter RFS's in an effort to align requests with DVR needs. - RFS works with JAWS. |
| Update EDSYS for accessibility or create accomodatio | Steve L. / Justin | 9/15 - 10/31/2015 | | Complete | |
| Setup Kronos for DVR - Follow up with HR if more licenses needed - Trish Valdez | HR | 1/31/2015 | | Complete | |
| Determine scanning solution for AppXtender | Mike D/Stuart W | 8/24 - 12/31/15 | | On Track | 12/1/2015 - HR reviewing options |
| Determine how DVR CORE Users can have access to both CDHS and CDLE to close out FY16 | TBD | 9/9 - 10-31/2015 | | Complete | On CORE Team |
| Figure out how to make EQEP EZ accessible | Dale/Brandon | 8/15 - 12/31/15 | | On Track | HR Working with Tempus Nova - Testing to be done week of 10/19 |
| Figure out how to make KRONOS accessible | Chuck B. | 8/15 - 11/30/15 | | Complete | v5.2 is not ADA accessible, v8.0 is. Note to Kathy Duffin on 10/2 for further discussion on potential upgrade to KRONOS - CDHS has current accommodation |
| Test EDSYS for accessibility | Steve L. | 8/31 - 11/30/15 | | Complete | |
| Udpate RFS system or create accomodation | Stuart W. | 9/30 - 11/30/15 | | Complete | Determined that DVR will have several identified individuals that will manage RFS's for the division (like CA SD) |
| Determine if web based video conferencing needs any migration of licenses, etc. | Justin | 7/15 - 12/31/15 | | Complete | Use Go To Meetings, licenses will transfer over to CDLE in merger |
| Thin app Kronos - Need licenses first | Paula F. | 1/1 - 3/31/16 | | On Track | Do we need more licenses? |
| Justin to address certificates on laptops with AWARE for user access once on CDLE network (establishes authentication) | Justin | 2/15-5/31/16 | | On Track | |
| Make sure end users understand the change in ID for access to AWARE | Justin | 1/1 - 5/31/16 | | On Track | Will be in training document to be provided to end users at time of migration/pc refresh |
| Need Tableau client transferred on laptops | DSS / Justin | 2/15 - 5/31/16 | | On Track | 3 users Deb, Steph and Justin |
| Add all DVR laptops to SCCM | Paula F. | 2/15 - 5/31/16 | | On Track | |
| Purchase Kronos licenses for DVR staff | Kathy D. | 1/1 - 6/30/16 | | On Track | |
| CORE Account and User Set up | Matthew / Lisa | 8/1/15 - 6/30/16 | | On Track | On CORE team |

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|---|---|---|---|---|---|
| CORE Access for DVR users | Justin / Colleen / Matthew / Lisa | 8/1/15 - 6/30/16 | | On Track | On CORE team |
| Modify CORE Interface to Alliance at CDLE | Daniel Saint / Justin | 1/1/2016 - 3/31/206 | | On Track | 12/1 - Maria scheduling meeting between Daniel and Justin, Justin seeking time from Alliance |
| Enter RFS to have AWARE system added to App list and AC form | Colleen | 7/1/2016 | | On Track | |
| Need transfer of batch file service from Alliance to SFTP server at CDLE (RSA911) | Mark D / Justin | 7/1/2016 | | On Track | Will move roughly a month after Admin moves to CDLE |
| Migrate Ticket Tracker from CDHS srv to CDLE srv | Dave G. | 3/31/2016 | | On Track | App and DB |
| Create RFS to add DVR workspace in CDLE RFS system | Steve L. | 1/31/2016 | | On Track | |
| Finalize DVR office migration schedule | Daniel/ James/ Justin | 1/31/2016 | | On Track | |
| DVR move communication plan | Justin | 1/31/2016 | | On Track | |
| Communicate schedule to all DVR staff, reserve space at each office for setup, and ensure someone with phone closet access will be available | Justin | 1/31/2016 | | On Track | |
| Determine what the RFS approval structure will be (supervisors, etc) | Justin / Barb | TBD | | On Track | |
| Enter RFS to have extended signature authorities created for RFS's put in by DVR | Justin Wit | Post 7/1/2016 | | On Track | |
| **Move from 1575 to 633** | | 6/18/2016 | | | |
| Plan for / contract with the movers | Lisa | 5/1 - 6/10/16 | | On Track | Not our team |
| Coordinate telephony move for Admin on MIPC | OIT PM/Mary L | 4/17 - 6/13/16 | | On Track | Mary Lou LaCouture |
| Deskside to set up all offices and cubes with laptops and phones | Paula | 6/12 - 6/13/16 | | On Track | |
| DVR staff to test that everything is working | Justin | 6/13 - 6/17/16 | | On Track | Work with end users |
| Move server at 690 Kipling to 633 when admin moves over 6/11-6/12 | Dave Gestner | 6/13 - 6/17/17 | | On Track | |
| CDLE Dave Gestner to take over server move, VPN provisioning | James/ Dave G | 6/30/2016 | | On Track | |
| **Telephony** | | | | | |
| Need confirmation that admin staff can remain on 866 exchange and that it will appear on caller ID as such | Mary Lou L. | 7/15 - 11/30/15 | | Complete | As per Mary Lou LaCouture, this should be no problem |
| Determine how to get cell phones put on CDLE phone bill | Paula | 9/10-12/31/2015 | | On track | |
| Find out if cell phone activity can be tracked by unit | Paula | 9/10-12/31/2015 | | Complete | |
| Transfer of knowledge on how to order new cell phones, ugrade devices, add features, etc | Paula / Justin | 9/10-12/31/2015 | | On Track | |

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| Add 3 extra desk phones for growth purposes | Justin / Barb | 1/1 - 6/30/16 | | On Track | |
| All billing to migrate to CDLE for all phone systems | Mary Lou L. | 7/1/2016 | | On Track | |
| **Internet / Intranet** | | | | | |
| Introduce GPPR to Justin and Joe | Colleen | 7/2/2015 | | Complete | |
| Contract with CI for Internet build | Amanda | TBD | | On Track | |
| Build out of Internet | Amanda / Lara | 1/1 - 6/30/2015 | | On track | |
| Test of Intranet for accessibility with AT | Justin / Amanda | 6/1 - 6/15/16 | | On Track | |
| Test of Internet for accessiblity with AT | Justin / Amanda | 6/1 - 6/15/16 | | On Track | |
| **Security** | | | | | |
| Need System Security Scan on AWARE | Adam M | After 7/1/2016 | | On Track | |
| **Asset Management** | | | | | |
| All software and desktops not on network - used for training stakeholders | Justin | 8/1/15 - 6/30/16 | | On Track | |
| Need all AT licenses accounted for in AM tool | Justin | 7/1/2016 | | On Track | |
| Need all Network hardware - models, when purchased | Tim / Adrienne | 8/1/15 - 6/30/16 | | On Track | Routers, Switches, Servers, Firewalls, etc. |

**Legislation, Rules, Regs, Week ending 12/04/15**

## Upcoming Key Milestones & Deliverables

Access DVR Merger - Risks and Issues report

| Deliverable: | Owner | Finish Date | Status | Trend | Justification / Comments (Required if yellow or red) |
|---|---|---|---|---|---|
| Federal requirements in TACs for DVR organizational structure Reviewed and Determined | | | | | |
| Review and analyze federal requirements in RS | All | 5/20/2015 | | Completed | Recommendation made (for executive group) to address the line of reporting per TAC when determining how DVR is placed in the organizational structure of CDLE. Consultation with Louisiana indicates that the U.S. Department of Education has been flexible with agencies and the bill specified DVR as its own Division. Update: for at least the first year of integration, DVR director will report directly to CDLE Executive Director. |
| WIOA "must-do"s that affect the merger identified | | | | | |
| Discussion with Lee Wheeler-Berliner (WIOA) re:long bill list and statute table | Lee | 5/20/2015 | | Completed | Discussion conducted during group meeting |
| Title IV report-outs from DVR internal group re: WIOA implementation and any impacts on merger | DVR | Ongoing | | On track | i.e, common performance measures & accountability; requirements for the handling of referrals among partner agencies and the opportunities of being within the same organizational structure |
| Identify and communicate the requirements for interagency agreements with DVR as well as MOUs that need to be in place for 15-16 | | Ongoing | | On track | i.e.: interagency agreements as required under WIOA may be conducted/written differently with DVR as a Division under CDLE; various WIOA implementation teams also working on this. Be sure to consider time requirements for any appropriate clearence processes. |
| HIPAA compliance determination | | | | | |
| Determine if DVR is required to be HIPAA covered entitty | CDLE/DVR/AG's office | 9/1/2015 | | Completed | Not required - however DVR will continue to maintain and adhere to existing confidentiality and client information protection policies and protocol. |
| Examine potential impacts to language in various contracts | DVR | Ongoing | | On track | Barb Casey will liaison this item with the contract and procurement integration team |
| If necessary, edit all contracts for HIPAA language | DVR | Ongoing | | On track | Barb Casey will liaison this item with the contract and procurement integration team - conducted discussion about leaving some, if not all, HIPAA language in the contracts as safeguard (esp. Alliance contract) |
| State legislation updated and in place | | | | | |
| Complete program review and analysis of SB-239 | Krista | 5/29/2015 | | Completed | Clarifying improvements recommended to CDLE legislative liaison and leadership. Business Enterprise section thoroughly reviewed with no recommendations for updates to this section. |
| Review all other existing legislation for any merger impact | Pat, Ron, Joelle, Krista | 10/16/2015 | | Completed | Final analysis of statute table compiled by Lee's group is complete. Recommendations for action provided to Kristin & Steve as well as Executive Committee. |

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|---|---|---|---|---|---|
| Propose/recommend any clarifying changes to various statutes | CDLE Leadership; Pat; DVR SMEs | During legislative session | | On track | Proposed areas for potential content change have been communicated to Kristin & Steve for movement to CDLE leadership team and further action, if appropriate, during the upcoming legislative session. |
| Address legislation for inclusion of the Social Security line and any other technical items that need to be addressed to effectively complete the move from a budget/program perspective reviewed | Matthew and Barb | 9/1/2015 | | Completed | Matthew will add to long bill through budget request and there is no legislative impact |
| Keep on radar screen - maintain contact with contracts group regarding review of procurement statute and rules - identify any merger impacts | All | Ongoing | | On track | Team received a brief overview of progress on potential procurement rules/procedures changes at last meeting; will continue to monitor |
| Address any state level rules | | | | | |
| Prepare for rule making process through CDLE to ensure rules are well aligned with statute - initiate process on or shortly after merge date 7/1/16 | All | 6/30/2016 | | On track | |
| Prepare to address any necessary CDHS rule repeal | All | 6/30/2016 | | On track | |

## Procurement and Contracts, 12/04/15

**4. Upcoming Key Milestones & Deliverables** | Access DVR Merger - Risks and Issues report

| Deliverable: | Owner | Finish Date | Status | Trend | Justification / Comments (Required if yellow or red) |
|---|---|---|---|---|---|
| **SWAP program transferred to CDLE** | | | | | |
| Program details discussed | | 8/17/2015 | | | Completed.SWAP reps presented to group. |
| Contract negotiation completed | DVR: Barb, Rebecca, Cheryl Carver. CDLE: Lisa, Jerelyn Marinelli | 3/31/2016 | | Not Started | FY16 contracts already completed, need to work with SWAP program beginning 1/1/16 for FY17 contracts. |
| Successful Transfer | | 6/30/2016 | | | |
| **Policies reviewed and training complete - OWNER LISA EZE** | | | | | |
| DVR procurement policy shared | | 5/28/2015 | | | Completed. |
| Train DVR staff on CDLE policies and differences to CDHS/DVR policies | Lisa Eze | 6/30/2016 | | Not Started | |
| **Official files identified and transferred - OWNER JEREMY HILL** | | | | | |
| Storage space needed calculated | Jeremy | 6/30/2015 | | Completed | Completed. 20 linear feet of file drawer space (two five drawer filing cabinets at a standard file width 11 1/2 inches) Leases: 2 drawers legal file cabinet. |
| Procurement and Contract files transferred to CDLE as executed | CDHS, Rebecca | 6/18/2016 | | On track | |
| Transfer electronic procurement solicitation files to CDLE | CDHS, Rebecca | 6/18/2016 | | On track | |
| **Credit Cards issued - OWNER LISA EZE** | | | | | |
| P-Cards: clients expansion and transfer discussed | Ivy and Shari Ashley (CDLE) | 8/18/2015 | | | Completed |
| Training complete | Rebecca and Shari | 5/1/2016 | | On track | |
| CitiManager System transition | Ivy/Shari | 5/1/2016 | | On track | State Purchasing engaged as well as CitiBank, DVR and CDLE |
| **Hardware, software and maintanance process in place - COMPLETED** | | | | | |
| This milestone is completed - see activities tab | | 9/18/2015 | | | Complete |
| **AWARE system transferred - OWNER BARB CASEY** | | | | | |
| AWARE system presentation to discuss system, usage, scope, PO issuance, interfaces, etc. with CDLE | Barb | 11/13/2015 | | On track | Presentation and discussion completed. Last Task is the Aware Contract Modification to include new CORE coding. Presentation/Discussion completed. |
| **Grant RFAs (processed?) - OWNER BARB CASEY** | | | | | |

| | | | | | |
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| DVR and CDLE agree on the common practices for Grant RFAs | Barb | 2/28/2016 | | On track | Scott LeRoy of DVR presented the programs and and answered questions on Supported Employment/Mental Health Services. |
| **Business Enterprise Program (BEP) transferred** | | | | | |
| BEP presentation to discuss system, implementation, scope, PO issuance, etc. with CDLE | Barb Casey | 1/31/2016 | | On track | Meeting scheduled for January 2016. |
| DVR and CDLE agree on practices for BEP | CDHS, DVR, CDLE | 3/31/2016 | | Not Started | |
| **Leases - OWNER REBECCA NOVAK** | | | | | |
| Discuss leases, sub-leases, co-locations, policy moving forward | Field Staff | 8/1/2015 | | | Completed |
| Lease for DVR office space (admin group) negotiated and executed for the shortest term possible if applicable | Facilities | 12/31/2015 | | On track | Lease amendment in progress. |
| Cross-agency procurement staff discussions on each new/renewing lease | Lisa Eze | 7/1/2016 | | On track | |
| **Relocation Tasks Completed - OWNER LISA EZE** | | | | | |
| Procurement activites for relocation are identified | | 12/31/2015 | | On track | |
| Procurement activities completed for relocation | | 6/1/2016 | | Not Started | |
| **Multi-Year commitments transferred - OWNER JEREMY HILL** | | | | | |
| Identify current multi-year commitments and processes to enter into CORE | Barb, Rebecca, Lisa | 12/30/2015 | | Not Started | |
| Develop policy for newly identified ones | Barb, Rebecca, Lisa | 12/30/2015 | | Not Started | |
| Indentify/develop method for "transferring" encumbrances into CORE | CORE | 3/31/2015 | | On Track | |
| **Privatization (Personal Services) waivers and DVR procurements moved - OWNER LISA EZE - COMPLETED** | | | | | |
| Identify and share current waivers | CDLE HR | 10/30/2015 | | Completed | Both Department waivers shared, processes discussed, and it was determined that processes are basically the same between departments. |
| Train DVR on Privatization processes | HR? | TBD | | Completed | HR to train DVR staff on CDLE processes. |
| **HIPAA - COMPLETED** | | | | | |
| Determine impacts to procurement and contract operations | | 7/31/2015 | | completed | Completed. CDLE Contracts Office will provide appropriate confidentiality clauses for DVR procurements with PII, PHI and FTI information. |
| **Interim reviews of existing documents and commitments >$5,000 conducted - OWNER LISA EZE** | | | | | |
| DVR provides documents and commitments | | 7/1/2015 | | completed | Lists provided to CDLE |
| Identify common practices | | 7/1/2016 | | On Track | |
| **DVR transition to CORE completed - OWNER LISA** | | | | | |
| Initial contact with DPA to discuss transition to CDLE | Lisa Eze | 8/3/2015 | | Completed | Completed |
| Meeting with DPA to lay out plans for transition | | | | Completed | Completed |

| | | | | | |
|---|---|---|---|---|---|
| Compare DVR processes (RQS, approvals, Awards) with CDLE processes, make recommended changes | Lisa Eze | | | On track | Process to address is in implementation with CORE team and P&C team. |
| Deterine best method to transfer DVR CORE encumbrances to CDLE (that continue beyond 6/30/16) | CORE | | | On track | |
| *new: Fiscal Rule Waiver(s). Determine if FR waiver is needed for FY17 DVR encumbrances. | Lisa Eze | 12/31/2015 | | On track | Meeting scheduled |
| Complete DVR transition to CDLE for CORE | CORE | 6/30/2016 | | Not Started | |
| **CDLE Procurement Policies, procedures, best practices training - OWNER LISA EZE** | | | | | |
| CDLE provides training of policies, procedures and best practices training to relevant DVR staff | Lisa Eze | 6/30/2016 | | On track | Plan is being developed. |
| **Interpreters and Readers for staff - OWNER REBECCA NOVAK** | | | | | |
| Procurement process defined and implemented. | Rebecca and Lisa | | | On track | |
| **Processes for FY17 source selections, Purchase Orders, contracts - OWNER JEREMY HILL** | | | | | |
| High level meeting in October 2015 | Lisa | 10/31/2015 | | On track | |
| **Delegations and Approval/Clearance Processes - Procurements, Contracts, Credit Cards, etc.** - OWNER REBECCA NOVAK** | | | | | |
| Obtain and review copies of DVR's delegations | Rebecca | | | Not Started | |
| Finalize changes to delegations | Rebecca, Lisa | 6/30/2016 | | Not Started | |
| Obtain and review copies of approval/clearance processes | Jeremy | | | On track | Jeremy to share fiscal guidelines & 2011 document, Rebecca to share recent memo |
| Train DVR staff on CDLE clearance/approval processes | Lisa | 6/30/2016 | | Not Started | |
| **Insurance Certificates - OWNER LISA EZE** | | | | | |
| Discuss insurance certificates | Barb, Rebecca, Lisa | 2/1/2016 | | Not started | |
| Define new processes and procedures for DVR | Barb, Rebecca, Lisa | 6/1/2016 | | Not started | |

**Field Offices / WIOA, Week ending 12/04/15**

## Deliverables and Milestones

Access DVR Merger - Risks and Issues report

| Deliverable: | Owner | Finish Date | Status | Trend | Justification / Comments (Required if yellow or red) |
|---|---|---|---|---|---|
| Assess and monitor WIOA activities for impact | | | | | |
| Work with implementation teams to identify what needs to be addressed by this group | Lindsey | ongoing | | On track | Will involve IT as needed with colocation opportunities. Changed finish date from 7/1/15 to ongoing |
| Monitor technical assistance and guidance from the feds that is specific to DVR/CDLE integration | Lindsey | 7/1/2015 | | Behind | waiting for MOU's and guidance from feds, group member "owner" tbd |
| Local MOU with infrastructure costs assessed and monitored | Lindsey | 2/29/2016 | | Not Started | group member "owner" tbd |
| New State Plan Submitted to USDOL assessed and monitored | Sue | 3/16/2016 | | Not Started | Change of owner eminent, and reassignment |
| New Local Plan Submitted to CDLE/CWDC assessed and monitored | Lindsey (DVR Regional Managers) | tbd | | Not Started | Completed in conjuction with DVR / CDLE / CWDC local supervisors |
| New Regional Plans Submitted to CDLE/CWDC assessed and monitored | Lindsey (DVR Regional Managers) | tbd | | Not Started | Completed in conjuction with DVR / CDLE / CWDC regional supervisors |
| Idenitfy opportunities to align services for local collaborative areas | Group | 6/1/2015 | | not started | |
| Location and lease expirations inventory identified | | | | | |
| List of locations and lease expirations compiled | | 6/2/2015 | completed | | Updated list of DVR locations submitted |

| | | | | | |
|---|---|---|---|---|---|
| Lease expiration opportunities determined | Lindsey | 7/1/2015 | completed | | 2-year lease confirmed G.V.; Confirming options for N.G.; Fort Collins; C.S. Emailed questions to Adams County, Fort Collins, Colorado Springs and Greeley for follow up call. In the locations of Fort Collins, Greeley, Northglenn and Colorado Springs, the appropriate decision-makers from both CDLE and DVR have received the "Opportunity for Co-location" survey / questions as of 9/14/15. Conference calls to include the aforementioned decision-makers, as well as the WIOA / Field Offices Operations integration group will begin on 9/16/15. The calls will drive recommendations to Executive Committee regarding the possibility to re-locate, or not, any of these "soon-to-expire" office leases. The recommendation will be provided to the Executive Committee by 9/28/15. The integration group's recommendation to proceed with the minimum allowed lease of 2-years for the Greenwood Village DVR Office was accepted. DVR's contracts department was notified of the decision, and requested to secure a renewed lease with this time frame. Waiting for reposne to receommnedation of the four locations. All forementioned locations will pursue the minimum lease renewal. Alamosa and Steamboat Springs offices particiapted in facilitated conversation (model). Through these conversations, it was decided Alamosa would remian in current location, while Steamboat will further explore the possiblity of colocation. |
| Short-term template for lease created | Lindsey | 9/15/2015 | | | Approved by exec team. Completed. |
| Create a process for evaluating co-location opportu | Lindsey | 12/4/2015 | completed | | Developed model submitted. |
| Pilot conversation model (new process) with 2 offices | Krista and Bill | 12/1/2015 | completed | | Steamboat Springs and Alamosa locations served as test subjects for the pilot. The pilot conversations highlighted the value of group dialouge at the onset of exploring opportunies for co-location. Completed. |
| ~~Long term template for lease work acquired~~ | ~~Lindsey~~ | ~~9/15/2015~~ | | ~~Late~~ | ~~The integration group continues to build the long-term template with a review of a draft occurring next week, and a recommended template supplied to the Executive Committee by 9/25/15. 9/29/15 Meeting - The group agreed to pilot a model, of which the survey is only a part. Led by Krista Dann and Bil Dowling, a comprehensive dialoug will occur with designated decision-makers (DVR and CDLE) in one or two locations during the month of November '15. The results of this piloted model will set the stage for simaliar conversations in all locations beginning in January '16 and continuing through June '16, or longer, if necessary. The group meeting on 10/13/16 will develop the broad conversational template, which likely drives the use of the survey.~~<br>Decided to use same model for all offices. |
| P&C office Included in colocation decision | | as needed | | On track | P&C at the meeting on July 29. Need about 9 months if possible for new lease. Change finish of 6/30/15 to "as needed" |
| Strategy for program and departmental policy analysis and recommendations finalized | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Distribute CDLE/DVR policies to group for revision | | 6/30/2015 | | | Policies distributed at all leads meeting. No policies assigned to this group.<br>Completed. |
| Analysis and recommendations completed | | 4/1/2016 | | | No longer a relevant milestone |

**CORE, Week ending 12/04/15**

**4. Upcoming Key Milestones & Deliverables**

Membership list

Access DVR Merger - Risks and Issues re

| Deliverable: | Owner | Finish Date | Status | Trend | Justification / Comments (Required if yellow or red) |
|---|---|---|---|---|---|
| **Chart of Accounts** | | | | | |
| Central chart of accounts --- department code | Daniel Saint | 10/15/2015 | | Complete | code: KAVA |
| Central chart of accounts --- budget | | 11/12/2015 | | Complete | |
| ----Matthew Blackmon & Kelsey Jones to discuss codes CDLE would like to use | Matthew Blackmon & Kelsey Jones | 11/12/2015 | | Complete | |
| ----Kelsey Jones to set up codes in CORE | Kelsey Jones | 11/12/2015 | | Complete | |
| Department chart of accounts --- budget and accounting | Ted Martin | 11/30/2015 | | Behind | Cost accounting, unit, sub-unit, location, sub-location. Work with Barb Casey. |
| **Security and Workflow** | | | | | |
| User Access | | | | | |
| ~~----Send list of DVR CORE users to Anthony Bauman~~ | ~~Andrea Eurich~~ | ~~11/13/2015~~ | | | Duplicated below. Originally asked for to do a mass update of access, however it was determined updates will be done manually. |
| ----Update access request form (ARF) for foregin org | Anthony Bauman | 11/13/2015 | | Complete | |
| ----Identify CDLE staff to have early access to new department code KAVA | Matthew Blackmon, Jing Ye, Kevin Briscoe | 11/13/2015 | | Complete | Not necessarily for document entry, but table entry (i.e. departmental chart of accounts & accounting templates). Shawn Milne, Jing Ye, Ted Martin |
| ----Investigate options for mass updates of user access | Anthony Bauman | 11/13/2015 | | Complete | Best approach is to process customary access requests in CORE manually. |
| ----Grant KAVA access for department chart of accounts | Matthew Blackmon, Jing Ye, Anthony Bauman | 11/30/2015 | | Complete | Anthony determined CDLE already has access. |
| ----Submit UDOCS (CORE action to grant/change/disable user access) for CLDE staff to have early access (foreign org) | Jing Ye, Kevin Briscoe | 11/30/2015 | | Complete | Anthony determined CDLE already has access. |
| ----Send list of DVR CORE users to Kevin Briscoe | Ivy Broyles | 12/18/2015 | | On track | Prelim list pulled |
| ----Determine who will get procurement administrator and foreign org access for procurement | Jeremy Hill | 12/31/2015 | | On track | |
| ----Develop plan for foreign org access between CDHS department code (IHEA) & CDLE department code (KAVA) for cross year activity | Anthony Bauman, Kevin Briscoe, Jeremy Hill | 12/31/2015 | | On track | Dependent on procurement discussions. |

| | | | | | |
|---|---|---|---|---|---|
| ----Determine target date to revoke foreign org access for procurement | Jeremy Hill, Kevin Briscoe | 1/31/2016 | | On track | Target date only for CORE ops to revoke access, may be extended if needed. |
| Workflow | | | | | |
| ----Update access request form (ARF) for workflow goups | Anthony Buaman | 11/13/2015 | | Complete | Workflow groups not on ARF. |
| ----Plan new workflow roles | Kevin Briscoe, Ivy Broyles, Jing Ye | 12/31/2015 | | On track | Existing DVR requsition (RQS) approvals are different the CDLE. DVR & CDLE need to plan how DVR will fit into CDLE's exisitng structure. |
| ----Configure workflow rules for new department code | Anthony Bauman | 1/31/2016 | | On track | Discussed DVR will be fit into CDLE's existing workflow structure. Anthony identified four new workflow roles, all others currently set up at cabinet level. |
| ----Identify DVR users to assign to new workgoups | Kevin Briscoe, Ivy Broyles | 3/1/2016 | | On track | Cannot be done too early due to potential staff turnover. |
| Configure CORE Document Numbering (ADNT) for new department code | | | | | |
| ----Send list of documents currently used by CDLE to Jing Ye | Brenda Shelinbarger | 10/16/2015 | | Complete | |
| ----Review list sent by Brenda & respond with changes | Jing Ye | 11/13/2015 | | Complete | Due to unique dept code, likely will not use document pre-fixes. |
| ----Enter ADNT into CORE PROD environment | Brenda Shelinbarger | 11/13/2015 | | Complete | Department choosing to use statewide defaults, so no new ADNT entries are required. |
| Spreadsheet Upload & Other | | | | | |
| ----Explore possibility for spreadsheet uploads for: | | | | | |
| ----------Departmental chart of accounts | Daniel Saint | 11/30/2015 | | Complete | Had been available pre go-live. In 11/13/15 meeting, decided CDLE can enter manually. |
| ----------Procurement documents (PO, CT, etc...) | John Hjerrild | 12/31/2015 | | On track | As requested by Lisa Eze. Had been available pre go-live. John discussing with CORE Ops managers, will let goup when when a deicision has been made. |
| ----------Accounting templates | Daniel Saint | 12/31/2015 | | On track | Per conversation between Daniel Saint & Kyle Schlenker, there is an upload, but not widely available. |
| ----------Fixed assets (FA & FD) | Daniel Saint | 12/31/2015 | | On track | Uploads currently being used. Should not be an issue. |
| **Payroll Accounting** | | | | | |
| Transfer Employees in CPPS (payroll system) | | | | | |
| ----Provide current accounting templated to CDLE | Suzi McGinley | 10/14/2015 | | Complete | |

| | | | | | |
|---|---|---|---|---|---|
| ----Set up meeting with Sandee Carter and Andy Johnson for CPPS and Kronos uploads | Daniel Saint & Amparo Venegas | 11/4/2015 | | Complete | Scheduled 11/4/15. Will be used to determine deliverables. Per conversation between DS and Renee Vegas, Renee's biggest concern is that it is critical to ensure new CDLE position numbers are vacant (should be done by HR team). Re-scheduled from 11/4/15 to 11/19/15. |
| ~~----Crosswalk accounting templates in CPPS~~ | ~~OIT & CDLE Payroll~~ | | | | Per meeting on 11/19/15, accounting templates cannot be crosswalked when employee data updated. CDLE payroll agreed to enter manually. |
| **Grants** | | | | | |
| State Controller letter to Federal agencies | Daniel Saint | TBD | | Not Started | If requested by Federal agencies |
| **Commitments & Requisitions** | | | | | |
| Cross Year Activity | | | | | |
| ----Test procurement manager role on the CORE user table | John Hjerrild | 10/29/2015 | | Complete | Contracted CGI on 10/22/15, follow up meeting to be scheduled before Thanksgiving. Results sent to LIsa Eze for review. |
| ----Test NPSS1 (Sole Source) documents | John Hjerrild | 12/1/2015 | | Complete | Per 11/16/15 meeting |
| ----Test IHEA RQS>IHEA Solicitation>KAVA award | John Hjerrild | 12/1/2015 | | Complete | Per 11/16/15 meeting |
| ----Identify other procurement scenarios to test and/or develop plans to address | Lisa Eze, Jeremy Hill, Ivy Broyles | 12/1/2015 | | Complete | Needed to further define deliverables. Kevin B. emailed list to Daniel on 11/13/15. John Hjerrild sent initial thoughts. |
| Fiscal Rule Waivers | | | | | |
| ----Consider need for additional fiscal rule waivers | Lisa Eze | 4/1/2016 | | Not Started | Pending results of testing and procedure development |
| ----Request additional fiscal rule waviers | Lisa Eze | 6/1/2016 | | Not Started | If any identified |
| ----Review fiscal rule waiver requests | Daniel Saint | 6/15/2016 | | Not Started | If any requested |
| **Program Payables** | | | | | |
| Request annual fiscal rule waiver renewal | Matthew Blackmon | 6/1/2016 | | Not Started | Matthew will work with Barb Casey on this |
| Review annual fiscal rule waiver renewal | Daniel Saint | 6/15/2016 | | Not Started | |
| **Conversion** | | | | | |
| Fixed Assets | | | | | |
| ----Send fixed asset inventory to CDLE | Andrea Eurich | 11/30/2015 | | Behind | As of 12/4/15, CDHS is still closing and reconciling FY15 fixed assets. Low risk/low priority deliverable. |

| | | | | | |
|---|---|---|---|---|---|
| ----Determine options to transfer fixed assets | Anthony Bauman, Brenda Shelinbarger, Susan Thomson | 12/31/2015 | | On track | Per conversation between Dand Saint & Susan Thomson, fixed asset transfer docs likely not an option. Will need to do a mass deletion in CDHS and mass addition in CDLE. Added to spreadsheet upload list. Monitor for changes between Oct and FY16 close. |
| ----Transfer fixed assets | Andrea Eurich, Jin | 7/31/2016 | | Not Started | Finish date could change based on FY2016 close calendar. |
| Other Conversion | | | | | |
| Tables rolled | CORE Operations | 3/1/2016 | | On track | Statwide process - just an FYI item |
| FY16 ending balance transfer to CDLE, including fund balance | CDHS Accounting, CDLE Accounting, & Daniel Saint | 7/31/2016 | | Not Started | Finish date could change based on FY2016 close calendar. |
| **Commercial Cards** | | | | | |
| Reach out to Brooke Dunn to assess impact | Daniel Saint | 10/16/2015 | | Complete | Shari Ashley has been working with Brooke Dunn. Per email from Brooke Dunn, Citibank to CORE interface should not be a problem. Remaining deliverables are captured on the Procurement Team workbook. |
| **Interfaces** | | | | | |
| Idenfiy interface files | Sheree VandeGarde | 10/30/2015 | | Complete | Files identified. |
| Obtain SYS (test environment) refresh schedule from CORE ops to move chart of accounts from production to test. | Daniel Saint | 11/1/2015 | | Complete | No set refresh schedule. Anthony will let Daniel know when the next one is requested. Per Kyle Schlenker, we can request one if it has not been done by the time testing starts, also may consider testing in a different environment. |
| Request refresh from CORE Operations | Daniel Saint | 11/17/2015 | | Complete | Requested 1st week in December per 11/17/15 meeting, waiting to hear back. |
| Work with OIT to set up file transfer server | CDLE | 12/18/2015 | | On track | CDHS & CLDE need to submit an OIT ticket |
| Modify AWARE interface | CDLE & DVR | 2/28/2016 | | On track | Maria to schedule a meeting with interface sub-team, OIT, and AWARE vendor to review and mock up new interface file. CDLE may need to consider a different grant coding structure for the interface (the only field that can be changed without additional vendor programming is the program code) |
| Interface testing | CORE Operations | 2/28/2016 | | Not Started | Need new file & OIT access to move the file |
| **Info Advantage** | | | | | |
| Identify custom DVR reports to move/copy to CDLE | DVR | 10/14/2015 | | Complete | None identified. |

**DVR merger project- Issues and Risks**

RISKS: are possible threats to the project success that have not yet occurred

ISSUES: occurrences that arise in any project, that keep the project from achieving its goal.

| Functional Group (i.e., Facilities, Field Offices, etc.) | Issue or Risk (I) or (R) | Description | Impact (H,M,L) (H) stops the project (M) will require significant resource to recover / ensure schedule (L) can be managed with leadership attention but no additional resources | Probability (N/A for issues) | Mitigation or Suggestion |
|---|---|---|---|---|---|
| IT | (R) HIPAA compliance | This determination will have great implications on our work | H | L | Pursue AG's opinion ASAP, with documentation. AG determined that DVR is not HIPAA covered. Risk has been mitigated and CDLE will continue to implement all CISO security standards as DVR merges. |
| IT | (R) Concern about the future | Ongoing OIT support once they are at 633 | L | L | Plan for future was agreed upon - risk mitigated. |
| IT | (R) Accountability | OIT commits to a date and don't do the work | L | L | Resources are being managed. OIT PM has been assigned to oversee the resources. |
| IT | (R) Vendor contract | Getting the contract approved with J&L (cabling) | | | Quotes in process - awaiting the lease signing to issue PO |
| Field Offices/WIOA | (R) Appropriate work | difficulty to separate out what is merger issue and what is WIOA related | L | L | Continuous communication among team members and leaders to prevent this risk |
| Field Offices/WIOA | (R) Delegation of tasks | | L | L | Conflicting resources and no direct line of accountability could be a factor. Can be managed |
| HR/Training/Culture | (R) Employee services | Disruption of services for employees (ADA, FML, workers comp) | L | L | Subgroup has been formed between CDLE, CDHS/DVR to review all current services for DVR employees on a monthly basis to ensure a smooth transition |
| HR/Training/Culture | (R) Competing priorities | Move is to take place July 1 when it is scheduled to also take place the GP consolidation and salary changes for new fiscal year | L | L | Payroll is working with DPA to ensure salary changes are entered in the proper order. HR/Payroll will spot check and manually verify salary updates prior to July payroll run date. |
| Budget/Accounting | (R) CORE/AWARE | Set up new coding in AWARE system and test CORE interface. | H | H | |
| Budget/Accounting | (R) Set up budgets | In order to set up budgets and new coding for DVR well before June 30 -- need special approval from the State Controller's Office to set up new coding. New coding is typically not set up until long bill signed into law | H | H | All of the budget coding has been established |

| | | | | | |
|---|---|---|---|---|---|
| Budget/Accounting | (R) Forecasting | Figuring both state and federal costs 19 months out so DVR receives all of the | M | M | |
| Budget/Accounting | (R) Match | DVR has under requested from the state legislature state match for many years, no guarantees state will provide actual match funding. | M | M | |
| Budget/Accounting | (R) Fed dollars | Due to DVR federal funds reversions in FY 15 and FY 16, there is an anticipated reduction in available administrative federal dollars in FY 17. Difficult to calculate what will happen in 2017. | M | M | |
| Budget/Accounting | (R) Accounting templates -- set up payroll. | Must coordinate between 4 different payroll systems (get into Kronos, CPPS, PAM, CORE). Create accounts for people on extended leave. | L | L | Key individual have been brought to the table. Plan in place. |
| Budget/Accounting | (R) DOC | Department of Corrections may be involved in moving cost | L | L | |
| Procurement / Contracts | (R) Scope | overlooking something key; not asking the right questions | L | L | Check-in at every meeting to see if anything new has been identified or overlooked. |
| Procurement / Contracts | (R) Resources & meeting deadlines | Insufficient resources and time at CDLE to meet the need of pre- and post-merger procurement and contracting activities. | M | M | CDLE has identified a plan to mitigate. |
| Procurement / Contracts | (R) Core/AWARE and Credit Cards (through USBank CitiManager application) | Underestimating the effort for CORE transition or the Credit Card transition | H | H | A CORE Functional Team was added to address milestones and deliverables and this will mitigate the risk. Credit Card transition (CitiManager) has been addressed by identification of deliverables and milestones, and the defined plan to ensure a successful transition has already been implemented. |
| Leg / Rules/ Regs | (R) Resources | Ensuring we have the appropriate subject matter exprts reviewing | L | L | Checking with leadership and those who work closely with the programs |
| Leg / Rules/ Regs | (R) Accuracy in legislative input | Strive to ensure accuracy in statute and legislation as we will be appropriately held accountable to comply | L | L | Appropriate resources recruited for the task. Leadership involvement as appropriate |
| HR/Training/Culture, | (I)Accessibility | Kronos and EQEP EZ are not accessible with screen readers | | | Issue can be managed through accomodatio |
| Procurement / Contracts | (R) Crossover programs and commmitments | PCards, Travel Cards, and CORE documents will need to be active for both agencies pre- and post-merger. | M | H | Defined plans and procedures have been implemented. |

| | | | | | |
|---|---|---|---|---|---|
| Procurement / Contracts and Budget/Finance | (R) Budgets and Commitment Documents | Establishing DVR's FY17 budgets and setting up FY17 commitment documents (encumbrances on POs, contracts, leases) are dependent on knowing the final balance of the funding streams through CDHS/DVR. CDHS won't have their books closed until after 7/1/16. | M | H | CDHS, DVR, and CDLE have implemented the plan to address the processing of commitment documents for FY17. CDLE is in the process of developing the coding for the budget, and CDLE procurement, budget, and controller's office are defining the process for the encumbrances. |

# Colorado Department of Labor and Employment

&

# Division of Vocational Rehabilitation

**STAKEHOLDER ENGAGEMENT AUGUST - OCTOBER 2015**

**OUTCOMES AND OPPORTUNITIES**

COLORADO
Department of
Labor and Employment

COLORADO
Office of Community
Access & Independence
Division of Vocational Rehabilitation

DVR Transition Attachment # 5

> In getting more persons with disabilities into individualized, integrated employment, there is an opportunity to do even more by placing these vocational rehabilitation programs within the department of labor and employment, where employment, training, and skill development and connecting available workers and employers are primary areas of focus for the entire department...

***–SB15-239***

## OVERVIEW

On Friday, May 8, 2015, Governor John Hickenlooper signed SB15-239 transferring the Division of Vocational Rehabilitation (DVR) to the Colorado Department of Labor and Employment (CDLE) no later than July 1, 2016. The transfer of DVR will be accomplished in two phases through two separate pieces of legislation. The first phase transfers DVR staff and programs to CDLE and the second phase, through a bill that will be introduced in the 2016 legislative session, will address program administration, alignment of services and compliance with state and federal rules and regulations and other potential outstanding items.

SB15-239 directed CDLE to "engage, involve and seek the advice of DVR's many interested stakeholders, including the state rehabilitation council, in developing detailed programmatic and budget recommendations and plans for a smooth and effective transfer of vocational rehabilitation programs and functions to the department of labor and employment."

## STAKEHOLDER OUTREACH GOALS:

- Engage stakeholders with an open, honest and transparent approach and commitment to building a strong foundation within DVR as it moves to CDLE.
- Create a strategy that includes as many advocates, service providers, staff and clients as possible.
- Provide multiple opportunities and methods for input.
- Establish trusted relationships with stakeholders for an ongoing dialogue on potential improvements, modifications, corrections, etc. to DVR even after the July, 2016 transfer is completed.

## TIMELINE

**July 22nd** Stakeholder Outreach Steering Committee created

**Aug 4th** First stakeholder meeting held at Atlantis Community Independent Living Center

**Sept 21st** First report to Joint Budget Committee, including update on stakeholder outreach

**Oct 21st** Outreach wrap-up reception

## OUTCOMES

More than 200 DVR stakeholders including clients, vendors, staff and advocates attended a total of 10 in-person meetings across Colorado. Additionally, an electronic (and fully accessible) feedback form was created and deployed to capture feedback from stakeholders who were unable to attend an in-person meeting.

From Ft. Collins to Pueblo and Sterling to Grand Junction, while we did hear of some issues unique to rural Colorado and some of our smaller communities, there were a number of issues and themes that were fairly consistent.

*We identified six main areas for improvement as result of our stakeholder feedback:*

### 1) Training

- How are we training our staff and what are some ways we can add to their skillset?
- Better knowledge of applicable regulations, assistive technology were just a couple of the areas identified.
- Understanding federal funding intricacies, including School to Work Alliance Program (SWAP) and "110 funds"

### 2) Wait times

- Lengthy wait-times for services

### 3) Youth transition services

- Not offered early enough (in high school for example)
- Inadequate skills training for entering the workforce

### 4) Blind services

- Possible independent blind services program and/or stakeholder input process
- And, vendor programs generally and Blind Enterprise Program (BEP) in particular

### 5) Alignment between DVR field offices and workforce centers

- Disparity in services and attention to Coloradans with disabilities through DVR vs. Workforce Centers

### 6) Independent Living Centers and where they fit in the overall transition

"While some common themes emerged, we also heard feedback unique to certain parts of our state. Our meeting in Sterling identified issues unique to rural Colorado and also highlighted the success of rural partnerships at the local level between education, workforce centers and DVR field offices."

***-Ellen Golombek, Executive Director, CDLE***

## OPPORTUNITIES

While addressing all of the themes presented in our stakeholder outreach is the ultimate goal, we identified three key areas that we will begin addressing first as we move toward Phase II of the merger.

## KEY AREAS FOR IMPROVEMENT:

### Youth Transition Services

We commit to a identifying a better way to align DVR resources to ensure delivery of transition services that are more focused, provide the best leverage of DVR and Colorado Department of Education (CDE) resources associated with the School to Work Alliance Program (SWAP) and are fully compliant with the 15% set-aside mandated in Workforce Innovation and Opportunity Act (WIOA). We expect this alignment to be in the form of a youth transition unit, reporting to the DVR director and implemented by January 2016.

### Blind Services

In parallel with the Interim Committee on Vocational Rehabilitation Services for the Blind, and utilizing input from both stakeholder meetings and the committee hearings, the DVR and CDLE management team will align DVR resources to provide a dedicated services organization better structured to address the issues related to training of counselors, use of vendors, applications of assistive technologies, reduction of wait times . . . and ultimately, better service to those with blindness. This organization will be a new unit within DVR, reporting to the DVR director and is targeted for start-up in January 2016, with full implementation to be completed by the end of the first quarter of 2016.

### Continuous Stakeholder Engagement

As required in SB15-239, and in alignment with CDLE's ongoing stakeholder engagement effort in place by every division within the department, CDLE and DVR will hold quarterly stakeholder meetings, with sub-stakeholder groups focused on specific client population needs. We will post meeting feedback and outcomes on our website and include as SMART goals and outcomes in CDLE's Strategic Plan.

As important as the feedback itself, is the follow up - and follow through - as a result of stakeholder engagement. Our commitment to our stakeholders as we progress on the merger path is to share plans for improvement and continue to gather feedback throughout each phase.

### Training

Training for both staff and vendors was a consistent theme at nearly every stakeholder meeting. In addition to training DVR managers and supervisors through CDLE's current Leadership Development Program, CDLE and DVR will partner to inventory and assess training needs and areas for growth, create training plans and develop performance outcomes based on increased knowledge.

### Process Review and Streamlining

CDLE actively utilizes the Lean process improvement methodology and we will identify opportunities and implement strategies to "Lean" DVRs processes where possible.

### Contacts and more information

**Cher Haavind**
Director of Government, Policy and Public Relations
Colorado Department of Labor and Employment
cher.haavind@state.co.us
303-318-8003

**Patrick Teegarden**
Director of Policy and Legislation
Colorado Department of Labor and Employment
patrick.teegarden@state.co.us
303-318-8019

**Steve Anton**
Interim Director
Division of Vocational Rehabilitation
steve.anton@state.co.us
303-866-4889

## DEPARTMENT OF LABOR AND EMPLOYMENT
FY 2016-17 RECONCILIATION OF DEPARTMENT REQUEST

**(7) DIVISION OF VOCATIONAL REHABILITATION**

| Long Bill Line Item | | Total Funds | FTE | General Fund | Cash Funds | Reappropriated Funds | Federal Funds |
|---|---|---|---|---|---|---|---|
| **Personal Services** | | | | | | | |
| | FY 2015-16 Long Bill Appropriation (SB 15-234) | $15,657,319 | 223.7 | $3,332,878 | $0 | $0 | $12,324,441 |
| | **FY 15-16 Total Appropriation** | **$15,657,319** | **223.7** | **$3,332,878** | **$0** | **$0** | **$12,324,441** |
| | Annualization of FY 2015-16 Salary Survey Base Increase (T1) | $282,305 | 0.0 | $59,690 | $0 | $0 | $222,615 |
| | **FY 16-17 Base Request** | **$15,939,624** | **223.7** | **$3,392,568** | **$0** | **$0** | **$12,547,056** |
| | **FY 16-17 November 1 Request** | **$15,939,624** | **223.7** | **$3,392,568** | **$0** | **$0** | **$12,547,056** |
| **Operating Expenses** | | | | | | | |
| | FY 2015-16 Long Bill Appropriation (SB 15-234) | $2,539,404 | 0.0 | $0 | $0 | $540,893 | $1,998,511 |
| | **FY 15-16 Total Appropriation** | **$2,539,404** | **0.0** | **$0** | **$0** | **$540,893** | **$1,998,511** |
| | **FY 16-17 Base Request** | **$2,539,404** | **0.0** | **$0** | **$0** | **$540,893** | **$1,998,511** |
| | **FY 16-17 November 1 Request** | **$2,539,404** | **0.0** | **$0** | **$0** | **$540,893** | **$1,998,511** |
| **Vocational Rehabilitation Services** | | | | | | | |
| | FY 2015-16 Long Bill Appropriation (SB 15-234) | $14,831,622 | 0.0 | $1,043,950 | $0 | $2,115,185 | $11,672,487 |
| | **FY 15-16 Total Appropriation** | **$14,831,622** | **0.0** | **$1,043,950** | **$0** | **$2,115,185** | **$11,672,487** |
| | **FY 16-17 Base Request** | **$14,831,622** | **0.0** | **$1,043,950** | **$0** | **$2,115,185** | **$11,672,487** |
| | **FY 16-17 November 1 Request** | **$14,831,622** | **0.0** | **$1,043,950** | **$0** | **$2,115,185** | **$11,672,487** |
| **School to Work Alliance Program** | | | | | | | |
| | FY 2015-16 Long Bill Appropriation (SB 15-234) | $9,133,891 | 0.0 | $0 | $34,647 | $1,910,872 | $7,188,372 |
| | **FY 15-16 Total Appropriation** | **$9,133,891** | **0.0** | **$0** | **$34,647** | **$1,910,872** | **$7,188,372** |
| | **FY 16-17 Base Request** | **$9,133,891** | **0.0** | **$0** | **$34,647** | **$1,910,872** | **$7,188,372** |
| | **FY 16-17 November 1 Request** | **$9,133,891** | **0.0** | **$0** | **$34,647** | **$1,910,872** | **$7,188,372** |
| **Vocational Rehabilitation Mental Health Services** | | | | | | | |
| | FY 2015-16 Long Bill Appropriation (SB 15-234) | $1,748,180 | 0.0 | $0 | $0 | $372,363 | $1,375,817 |
| | **FY 15-16 Total Appropriation** | **$1,748,180** | **0.0** | **$0** | **$0** | **$372,363** | **$1,375,817** |
| | **FY 16-17 Base Request** | **$1,748,180** | **0.0** | **$0** | **$0** | **$372,363** | **$1,375,817** |
| | **FY 16-17 November 1 Request** | **$1,748,180** | **0.0** | **$0** | **$0** | **$372,363** | **$1,375,817** |
| **Business Enterprise Program for People Who Are Blind** | | | | | | | |
| | FY 2015-16 Long Bill Appropriation (SB 15-234) | $1,521,122 | 6.0 | $0 | $323,176 | $0 | $1,197,946 |
| | Annualization of FY 2015-16 Salary Survey Base Increase (T1) | $11,003 | 0.0 | $0 | $2,324 | $0 | $8,679 |
| | **FY 15-16 Total Appropriation** | **$1,521,122** | **6.0** | **$0** | **$325,500** | **$0** | **$1,206,625** |
| | **FY 16-17 Base Request** | **$1,521,122** | **6.0** | **$0** | **$325,500** | **$0** | **$1,206,625** |
| | **FY 16-17 November 1 Request** | **$1,532,125** | **6.0** | **$0** | **$325,500** | **$0** | **$1,206,625** |
| **Business Enterprise Program (Program operated stands, Repair costs, and Operator Benefits)** | | | | | | | |
| | FY 2015-16 Long Bill Appropriation (SB 15-234) | $429,000 | 0.0 | $0 | $429,000 | $0 | $0 |
| | **FY 15-16 Total Appropriation** | **$429,000** | **0.0** | **$0** | **$429,000** | **$0** | **$0** |
| | **FY 16-17 Base Request** | **$429,000** | **0.0** | **$0** | **$429,000** | **$0** | **$0** |
| | **FY 16-17 November 1 Request** | **$429,000** | **0.0** | **$0** | **$429,000** | **$0** | **$0** |
| **Federal Social Security Reimbursements** | | | | | | | |
| | FY 2015-16 Long Bill Appropriation (SB 15-234) | $1,885,600 | 0.0 | $0 | $0 | $0 | $1,885,600 |
| | **FY 15-16 Total Appropriation** | **$1,885,600** | **0.0** | **$0** | **$0** | **$0** | **$1,885,600** |
| | **FY 16-17 Base Request** | **$1,885,600** | **0.0** | **$0** | **$0** | **$0** | **$1,885,600** |
| | **FY 16-17 November 1 Request** | **$1,885,600** | **0.0** | **$0** | **$0** | **$0** | **$1,885,600** |
| **(7) DIVISION OF VOCATIONAL REHABILITATION** | | | | | | | |
| **FY 2015-16 Total Appropriation (Long Bill plus Special Bills)** | | **$47,746,138** | **229.7** | **$4,376,828** | **$789,147** | **$4,939,313** | **$37,651,853** |
| **FY 16-17 Base Request** | | **$48,028,443** | **229.7** | **$4,436,518** | **$789,147** | **$4,939,313** | **$37,874,468** |
| **FY 16-17 November 1 Request** | | **$48,039,446** | **229.7** | **$4,436,518** | **$789,147** | **$4,939,313** | **$37,874,468** |

# Executive Summary
# SB 15-239 - Modification Recommendations
# CDLE/DVR – Federal & State Regulations Implementation Team

Background: SB 15-239 built upon foundational language existing in previous statute to relocate the Division of Vocational Rehabilitation (DVR) from the Colorado Department of Human Services (CDHS) to the Colorado Department of Labor and Employment (CDLE). Much of the existing statute on which these changes were based had not been updated in many years.

Process: Shortly after SB 15-239 was signed into law, CDLE and DVR formed working integration teams to ensure the merge was conducted effectively and proactively. The State and Federal Regulation integration team conducted a thorough review of the new statute to ensure alignment with current and new federal legislation and regulation. The below modification recommendations are organized by priority and are intended to result in state statute that effectively aligns, complements and further clarifies federal law and regulation.

Highest Priority Modifications:

- Page 1, Section 1 (Legislative declaration), (a) – "self-care" should be changed to "self-sufficiency" to align with federal language and intent.

- Page 4, 8-84-105 (a) – language directs the department to adopt rules governing "the establishment and operation of rehabilitation facilities and workshops" – this is outdated language and federal regulations no longer allow for public VR agencies to operate workshops. Further, Colorado DVR does not operate any rehabilitation facilities. The remaining language in this section references "other rules a necessary to carry out the purposes of this article" and would seem sufficient to cover all else – recommend removal of "establishment and operation of rehabilitation facilities and workshops"

- Page 5, 8-84-106 (2) (c) – "Establish and operate rehabilitation facilities and workshops and make grants to public and other nonprofit organization for those purposes" – similar concern as above; this language directs the department to establish both rehabilitation facilities and workshops as well as make grants to non-profit organizations. Recommend removal of this section.

- Page 6, 8-84-106 (2) (g) - change "self-care" to "self-sufficiency" to align with federal language and intent.

- Page 6, 8-84-106 (3) (a) (II) (B) – the federal regulations do not contain a provision for "presumptive" eligibility for an individual who is eligible in another state; the local

(Colorado) DSU is responsible for determining if the individual meets the federally established eligibility criteria – recommend removal.

- Page 8, 8-84-106 (3) (c) (II) – the list of services referenced here that are exempt from financial need consideration is not complete and should include (per 34 CFR 361.54):
    - (D) Personal assistance training – should read personal assistance ***services*** (these are two different things and are treated differently in federal regulation.)

Medium Priority Modifications:

- Page 4, 8-84-104 (a) – this is outdated language, there has not been a "board of vocational education" in many years – recommend removal

- Page 5, 8-84-105 (c) – to allow for DVR programs to effectively partner with other Department programs external to CDLE from a fiscal perspective, add the following language: " Accept and expend moneys from governmental and nongovernmental entities for the purposes for which the division is authorized."

- Page 5, 8-84-106 (2) (b) – while RSA has issued technical guidance regarding two states collaboratively serving the same client (see RSA-TAC-12-04), the regulations do not provide for reciprocal agreements for Colorado DVR to provide services to residents of other states. Recommend altering this language to reflect content from technical guidance

- Page 6, 8-84-106 (2) (e) – provision of training and instruction, research fellowships & traineeships in "matters relating to vocational rehabilitation" – this is outdated language and is not something Colorado does (this language is not intended to address the provision of training to clients, but to others in the industry. Recommend removal.

- Page 6, 8-84-106 (3) (I) – federal regulations do not have a residency or duration of residence requirement, rather reference that an individual has to be present and available for the designated state unit (DSU) to conduct an assessment to determine eligibility. This language should more appropriately read: "Is ~~residing~~ *present* in the state at the time of filing an application for the services"

Lowest Priority (Clean-up) Modifications:

- Page 4, 8-84-104 (d) – outdated language; the state no longer has a dedicated program under VR that provides "home teaching" of the blind. DVR does, when appropriate, provide teaching services in an individual's home within a vocational context under the general VR service delivery process. – recommend removal

- Page 6, 8-84-106 (3) – the federal regulations discuss "services" as inclusive of assessments provided to applicants to determine eligibility. The end of this paragraph would better read "to or for the benefit of an *applicant or* eligible person with a disability who:"

- Page 8, 8-84-106 (3) (c) (II) – the list of services referenced here that are exempt from financial need consideration is not complete and should include (per 34 CFR 361.54):
    - (B) Vocational rehabilitation *counseling* and guidance;
    - (E) Interpreter services – should read: Any auxiliary aid or service such as interpreter or reader services
    - (F) Job Placement – should read: job search and placement assistance
    - (G) Job retention – recommend adding "services" for clarity and alignment

# DVR/Workforce Center Co-Location Exploration
# Facilitated Conversation Model

## Background:

The passing of the Workforce Innovation and Opportunity Act (WIOA) and the integration of the Division of Vocational Rehabilitation (DVR) into the Colorado Department of Labor and Employment (CDLE) presents an opportunity to explore the manner in which high quality services are provided to Coloradans through co-location of partner staff.

DVR and Workforce Center staff are already co-located in several locations across Colorado including: Salida, Delta, Trinidad and Fort Morgan. In Jefferson County, the DVR office is in the same building and directly next door to the Workforce Center. All partners have identified many benefits to these arrangements.

DVR and CDLE believe that program and staff co-location results in the provision of complementary and holistic services that make the job-seeker's experience more efficient and effective, resulting in increased opportunities for the individual to become successful employed and increase self-sufficiency.

## Process:

Although DVR does not formally transfer to CDLE until July of 2016, a services integration team has already begun work to analyze service delivery and co-location possibilities throughout the state. They began by identifying current DVR offices and prioritizing locations with lease expirations within the next year. The group determined that several DVR locations needed to negotiate short-term leases in their current locations, as the time-frames were too short to allow for a true exploration of co-location at this time.

The integration team then developed and piloted a model for conducting facilitated discussions among key players at local and regional offices in communities that are jointly served by DVR and Workforce Centers. This model involves a community-focused discussion intended to explore the potential for co-location that is co-facilitated by CDLE's Employment & Training Division Director and DVR's Deputy for Field Services. These two facilitators use a discussion template structured to explore a variety of elements that contribute to determining whether co-location is appropriate in a given community. For each community, the following participants are invited to the discussion: DVR Regional Supervisor, DVR District Supervisor, DVR Finance and Operations Manager, CDLE Rural Consortium Director, and local and/or regional Workforce Center Director.

The discussion template addresses the current state of service delivery in the community, the status of the relationship between the two agencies, the benefits of physical and/or programmatic co-location, accessibility issues for customers, and identifies any challenges that may need to be addressed to pursue co-location and develop a more effective working relationship between the partners.

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The facilitated conversation model has been piloted in two locations and the intention is to conduct a discussion once per month beginning in January and continuing throughout the year, progressing through each community served by a DVR office and Workforce Center, allowing for ongoing exploration of co-location opportunities as leases, environments and working partnerships change and evolve.

**Next Steps:**

Based on the initial two pilot conversations, the integration team believes this to be an effective model for conducting ongoing explorations of co-location opportunities and intends to begin monthly conversations in January, 2016 with all locations across Colorado, prioritized as follows:

- Begin with Workforce Centers that are state administered and part of the Rural Consortium prior to talking with county-run Centers.
- Begin with locations whose leases expire prior to July 1, 2016 first, then in sequence by calendar dates

The integration team will also work to review and revise the conversation template to increase efficiency and effectiveness. We believe that conducting these ongoing facilitated discussions will not only result in future co-locations of the partner programs, but will also increase the quality of the working relationships resulting in Colorado job-seekers who truly receive “one-stop” services that meet their individual needs and eventually lead to successful employment and increased self-sufficiency within the community.

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**Change Management Model**

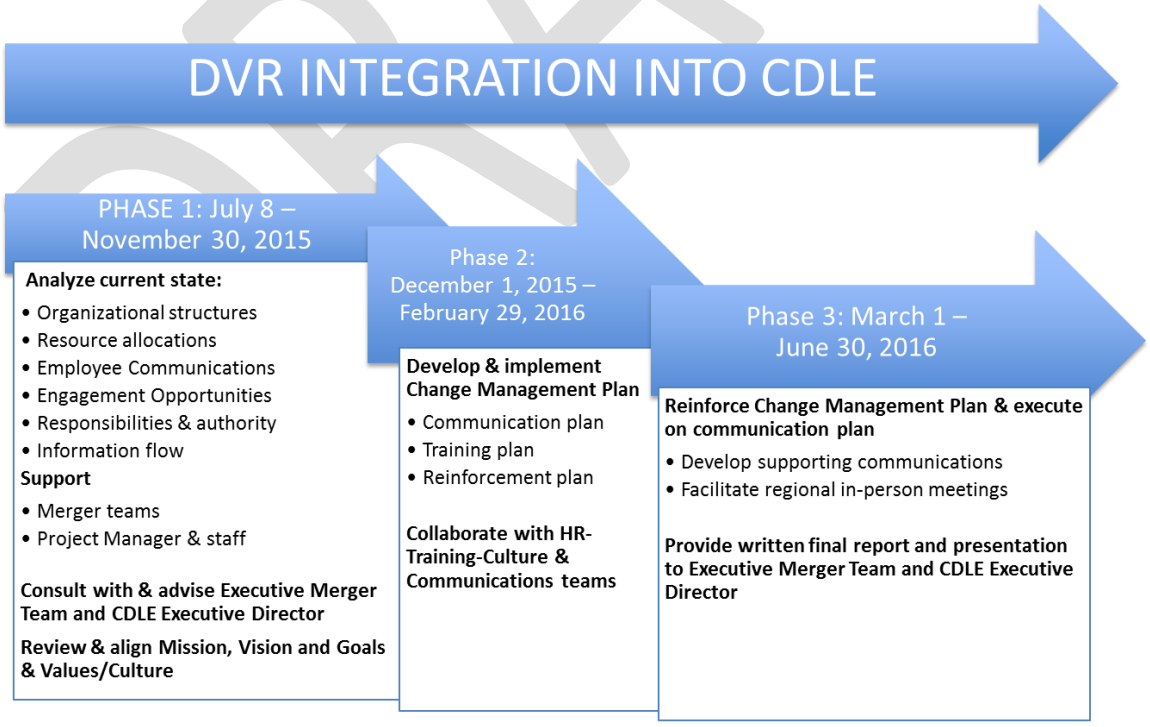
Through a selection process, the Colorado Department of Labor and Employment (CDLE) contracted with Executive Forum to consult in change management services and focus on the cultural integration of the Division of Vocational Rehabilitation (DVR) into CDLE. Executive Forum will support the integration employing a variety of tools, such as change management models like Influencer Training®, ADKAR®, and The 7 Habits for Managers®.

Their work is to be delivered in three phases:
Phase 1: Analyze the current state of the organizations through interviews, participation in public and internal meetings, and review of documents. Identify potential organizational and interpersonal issues that could prevent the successful achievement of the goal.

Phase 2: Leverage the results from Phase 1 to create a Change Management Plan including a Communication, Training and Reinforcement Plans to address potential barriers to success. Begin to roll out Change Management Plan activities.

Phase 3: Continue to execute on the Change Management Plan. Monitor the results. Modify the Change Management Plan activities as results are monitored.

Below is the proposed integration plan from the consultants.

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| DIVISION FOR REGIONAL CENTER OPERATIONS | POLICY NUMBER: I<br>PAGE 1 OF 11<br>SUPERSEDES: All prior versions |
|---|---|
| **CHAPTER:**<br>Admission, Readiness Determination, Transitions | **EFFECTIVE DATE:** February 10, 2015<br>**DISTRIBUTION DATE:** February 10, 2015<br>**SCHEDULED REVIEW DATE:** January 1, 2017<br>**REVISED DATE:** February 10, 2015 |
| **SUBJECT:**<br>Admissions policy for ICF/IID facilities | RELATED MANDATES, STATUTES, STANDARDS, OR EXECUTIVE ORDERS:<br>HCBS-DD Waiver Facilities Olmstead Decision [Olmstead v. L.C., 527 U.S.581(1999)]<br>Colorado Revised Statutes (C.R.S.) C.R.S. §§ 25.5-10-201, 25.5-10-216, 27-10.5-102, and 27-10.5-110.<br>Code of Federal Regulations (CFR) 42 CFR 483.440<br>Colorado Code of Regulations 10 CCR 2505-10 8.100, 8.400, and 8.500 |
| APPROVED BY:<br>DRCO Director<br>OCAI Director | 2/10/15<br>Date<br>2/10/15<br>Date |

## THE ROLE OF REGIONAL CENTERS IN THE DEVELOPMENTAL DISABILITIES SYSTEM

Regional Centers (RCs) are part of the continuum of service in the adult persons with developmental disabilities system and are designed to serve a specific population. Colorado Revised Statutes (C.R.S.) § 27-10.5-104(4)(c) authorizes the Department to directly provide services through Regional Centers. The role of the Regional Center (RC) is to provide direct support for adults with intellectual and developmental disabilities who have significant needs and for whom services and supports are not sufficient to maintain them safely in the community. Per C.R.S. §§ 25.5-6-402(1)(a), a legislative declaration was issued to foster the goal of maintaining eligible persons in the most appropriate settings possible and minimizing admissions to institutions. For these reasons, all admissions for the RCs are for either short-term treatment and/or stabilization, or for the intensive treatment program (treatment program for individuals with problem sexual behaviors).

Individuals who do not require the level of support provided by the Regional Centers shall be transitioned to a less restrictive setting. In addition to resident services, Regional Centers shall provide consultation and assistance to the developmental disabilities service system through the Community Support Team.

Attachment A

A. Determining which applicants may be accepted for admission and which individuals are to be discharged is the responsibilities of the Admissions/Discharge Committee for the West Central Regions ICF AND HCBS's with such determination made in accordance with the Admissions/Discharge Policy. The Admissions Committee shall be composed of the Area Director/Nursing Home Administrator, QDDP, Nurse Manager or designee, the Day Program Manager and the Program Manager of the home with the vacancy as applicable. Each application for admission which includes an acceptable psychological evaluation and appropriate medical and educational data shall be given careful study. The service needs of each applicant shall be evaluated, considering the treatment, training, therapy programs, and appropriate living arrangements available at Bethesda and elsewhere. A decision to admit and continue to serve an applicant shall be based on the requirements and priorities herein provided.

B. Determining which applicants may be accepted for recuperative care and or respite care is the responsibility of the Admissions/Discharge Committee of the West Central Region. The service needs of each applicant shall be evaluated, considering vacancy availability, treatment needed, training and therapy programs available at Bethesda. Prior to admission for recuperative care and or respite care, the needs of each applicant shall be analyzed and the applicant shall be admitted to the program only if the service plan is the optimal available plan for the applicant.

C. Business Department is requested to review eligibility for funding/payment source.

II. <u>Admissions Processing</u>:

A. All persons seeking admissions move through the following process:

1. Inquiry level. This means the person inquiring or their responsible party has provided sufficient information requested by the admitting facility in order to establish basic eligibility for consideration for admission.
   a. No further action/inappropriate.
   b. Possible candidate for admission

2. Application level (ICF-I/DD only) - vacancy exists or is anticipated within the next year, and application is being

processed.

B. All application inquiries (ICF-I/DD only) to BLC shall be directed to the:

QIDP
Bethesda Lutheran Communities.
5630 S. Curtice St.
Littleton, CO 80120
Telephone: (303)-795-2061
or

QIDP
Bethesda Lutheran Communities
14150 W. 113th
Shawnee Mission, KS 66215
Telephone: (913) 906-5000

C. Prior to admission, the needs of each applicant shall be analyzed, and the applicant shall be admitted to the program only if the service plan is the optimal available plan for the applicant. If the applicant is denied, the family, guardian or responsible party will need to work with the applicant for assistance in locating appropriate services for the applicant. QDDP (ICF-I/DD) or Area Director (HCBS-DD) can assist the family, guardian or responsible party with getting them the proper telephone numbers of primary contact people in those areas.

D. No admission to BLC shall be considered as a lifetime placement, and each individual of the program shall be evaluated annually for continued retention in the program. The least restrictive placement will always be considered.

E. Non-Discrimination Policy: Bethesda Lutheran Communities Accepts applications for admissions regardless of race, religion, Color, creed, national origin or handicapping condition. Admissions And services are based solely on Bethesda's ability to meet the Needs of the person within applicable Federal, State, and local Regulations and laws and with the financial, professional and Plant resources of Bethesda. Admissions must be able to be Served in the vacant beds within Bethesda's capabilities. Programs shall conform to the Fair Housing Acting, and all other Regulations. As a religious entity, admissions priority may be Members of the Lutheran Church-Missouri Synod, Wisconsin

Lutheran Synod or Evangelical Lutheran Synod.

F. It is the responsibility of the parent, application sponsor, guardian and/or responsible party of the applicant to provide the necessary intake and other assessment information pertaining to admission planning of the applicant. The family, guardian and/or responsible party is expected to maintain involvement with the applicant through correspondence and periodic visits (including home visits, if possible), be familiar with program plans and goals established, and agrees to cooperate with agency staff in providing for the necessary care, training, and treatment of the applicant.

G. It is the responsibility of the parent, guardian, family member and/or responsible person acting on behalf of the applicant to cooperate with applications for the funding of such services. The Business Department shall assist the family in this service request.

H. Specific criteria for admission:

1. Attainment of the minimum age of 18 years unless other temporary placement can be made for those under the age of 18.

2. The Admission Committee will make the determination of what is in the best interest of the person and if the ICF-I/DD AND HCBS-DD setting is the most appropriate for the person.

4. If it is determined that BLC is the least restrictive setting the admission process will then be able to proceed.

5. Certified as free from communicable disease and protected isolation by a licensed physician.

6. Persons admitted mush have a developmental disability the result of which meets the criteria as defined by the American Association on Intellectual Disabilities (AAID). Ordinarily, admission to an intermediate care facility occurs only if an individual is indicating a need for a more intense level of support environmentally, behaviorally and/or clinically.

7. Acute medical or physical problems which would require a greater degree of care than would be provided by the facility or which preclude the participation of the person in the daily activities of the home would be considered a reason for not admitting.

8. Behavioral problems which would endanger the applicant or others or which preclude the participation of the person in the daily activities of the home would be considered a reason for not admitting.

9. The applicant must be able to and wish to routinely participate in and benefit from the training and services provided by BLC with the understanding that all individuals have the right to refuse such services.

10. The applicant must wish to and have the ability to live within the rules of the home. If necessary, a Behavior Support Plan will be developed for individuals who do not follow the rules.

11. The applicant must be comfortable with and willing to live in an environment which reflects and incorporates Lutheran doctrine in its daily routine.

12. For long-term care, the applicant must have a court-appointed guardian of the person.

13. The applicant must have the desire to live at BLC.

14. If necessary, the appropriate state or county agency must approve the placement.

15. As a condition of admission to BLC, it is agreed by the parent, guardian, or others responsible for the application and admission of the individual that, if the individual, after admission to BLC, develops a mental illness, behavior problem, or medical problem which cannot be handled by the facility, or if for any other reason the Admissions/Discharge Committee determines that such an individual shall be discharged, and upon notification of such determination, the individual shall be transferred from BLC at the earliest possible date (see discharge section in this policy). After such notification, the parent, guardian, or others responsible for such individual shall cooperate in planning for alternate placement; and work with necessary state agencies to locate alternate/appropriate living options and services for the person. This notification shall state the reasons for discharge. In the event that a discharge is voluntary in nature, the individual, guardian, family and/or responsible party will be informed of their right to appeal this decision.

III. <u>Inquiry Level</u>:

Inquiries can be those initiated by family or agencies or can be those solicited by Bethesda, (i.e., if Bethesda advertises openings or contacts agencies for referrals, these are considered inquiries). Upon the initial request for admission information, the QIDP (ICF-I/DD) or Area Director (HCBS-I/DD) shall informally evaluate the request and qualifications of the applicant in regard to the admission criteria of BLC. The QIDP or Area Director shall advise and counsel the applicant and family in regard to the general program and status of the admission process. An on-site visit and tour of the facility should be encouraged. The QIDP or Area Director shall obtain enough information from the family to determine whether the person would be a possible candidate and shall inform the family of their status of their inquiry, what the likelihood of future vacancies is, and the reasons for this decision.

IV. Application Level (ICF-I/DD only):

A. When a vacancy is anticipated, and if there would be someone that meets our admission criteria and there is no major conflict with the admission criteria – the family and or guardian would then need to work with the QIDP in pursuing placement at Bethesda. If the applicant appears to be eligible for admission to BLC, the QIDP, shall ask the family/guardian complete the application form.

B. Upon the receipt of the application form, the family must review the formal policy and return the completed application, along with the requested psychological, medical, social, and educational data to the QIDP for review. If the admission application data is inadequate or incomplete, QIDP shall contact the applicant and advise them as to the additional information required to complete the application data.

C. Once an individual has been identified as a potential candidate, the QIDP shall review the material, seek additional information as necessary, and prepare a social history. The social history shall include at least the following information.

1. Name.

2. Date of birth.

3. Age.

4. Current place and address of residence.

5. Guardianship status/Proxy/Power of Attorney

6. Financial Responsibility and Case Managers contact information

7. Church affiliation and activity, including dates of baptism and confirmation as applicable.

8. Detailed family information, including parents and siblings/spouse/significant other

9. Identifying information.

10. Medical/pharmacy information.

11. Psychological/behavioral information.

12. Educational/vocational information.

13. Self-help skills.

14. Personal interests.

15. Individual's and applicant's expectations.

16. Family expectations.

17. QIDP's impressions and recommendations.

D. A formal Admission/Discharge meeting would then be set up by the QIDP to further discuss any questions or concerns raised by committee members after reading through the social history and to also get approval for admission from admission committee members.

E. The Committee shall make the determination of whether or not the candidate meets the minimum admission criteria for placement at BLC and whether that placement is the best alternative for the candidate and the least-restrictive placement.

F. In the event there is a clear conflict with, or if the applicant, based on the preadmission information, does not meet the admission criteria, the QIDP shall inform the applicant, guardian, family and/or responsibly party in writing of the conflict and of the rejection of the application including the reason.

G. If the applicant does meet the admission criteria, the QIDP shall

notify the applicant, individual, guardian, family and or responsible party by telephone and in writing that the application has been considered complete and has been approved.

H. After acceptance of the application, information shall be obtained and submitted to the Business Department for review of eligibility for funding or determination of other payment sources.

I. QIDP would contact the necessary agencies to let them know of the admission approval.

V. Vacancies

1. If a vacancy occurs in an area where there is no completed application, the Admissions QIDP shall seek potential referrals by contacting referring sources in the following order:

a. Area Lutheran churches.

b. The county or state agencies responsible for placing individuals who have an intellectual disability.

c. Area private social service agencies.

d. Area parent support or advocacy groups

VI. Preadmission Visit:

A. A preadmission visit shall be made to the facility by the applicant and his/her family and/or guardian for the purpose of transitioning the applicant. This may be waived by the Administrator if there have been other recent visits or due to distance, as long as the family/guardian has visited at some point in the application process.

B. At the preadmission visit, or on the day of admission, the responsible parties shall meet with:

1) the Business Department to review the Admissions Agreement and discuss funding applications and any other financial matters.
2) the Religious Life Consultant or designee to coordinate the religious life, Christian education, and burial plan data.
3) the QIDP or Area Director to review Individual Rights, policies and consent matters, talk with the family/and or guardian about physician preference (explain to them that program has a primary care physician that we have a contract with, but that the people we support and their

families/guardians have an option of having the primary physician of their choice upon admission or at anytime they wish to make a change. If the family/and or guardian chooses to go with an outside provider – it will be the family/guardians responsibility to seek the physician of their choice and to find out if they would be willing to provide services to the person being supported. The family/guardian would also need to complete all necessary paperwork, etc.). The QIDP or Area Director also discusses plans for the initial trial placement, and sets a date for the 28-Day Staffing.

C. All applicants are admitted on a 28 to 30-day trial basis. An assessment is completed and an initial Individualized Program Plan developed. Prior to the end of the 28 to 30-day period, the individual shall be reviewed by the staff who shall recommend to the Admissions/Discharge Committee whether or not placement should continue. If it is agreed that placement shall continue, the QIDP (ICF-I/DD only) shall indicate in writing that the applicant has been accepted at the facility. This written letter shall be sent by the QIDP to the family and guardian and a copy placed in the individual's file. If accepted, the team shall implement the Individualized Program Plan (IPP). The individual is reviewed for continued placement not less than annually thereafter. In the HCBS-I/DD setting, the Interdisciplinary Team (IDT) will meet after 30 days and determine if the placement is appropriate to continue. If it is decided that the placement is appropriate, there will be IDT notes generated by the CCB and sent to all members of the team.

C. The staff may recommend that the applicant not be admitted into the facility at the 28 to 30-day staffing. This recommendation by staff may only be made if the staff has thoroughly documented the individual's inability to meet the specific criteria of the facility as outlined in this policy. If this be the situation, the recommendation shall be reviewed by the Admissions/ Discharge Committee. If the Admissions/Discharge Committee is in agreement with the recommendation, the QIDP or Area Director shall inform in writing the individual, their family, guardian, and/or sponsor that placement cannot continue and the reason why. If emergent, the emergent discharge procedure outlined in this policy shall be followed. If non-emergent, the non-emergent discharge procedure outlined in this policy shall be followed. In either situation, the written correspondence shall go to the individual, family, guardian, and the individual's file.

VII. Discharge:

A. An individual's placement in the program shall continue as long as the individual needs or desires to be at BLC and BLC can meet the needs of the individual. It is understood that the nature of the placement is voluntary and that discharge from the program can be made by the individual, the family, guardian and/or responsible party on behalf of the individual at any time. It is further understood that a recommendation for discharge may be made by the staff for a number of reasons such as, but not limited to:

1. Medical reasons or emergencies.

2. An ethical discrepancy between BLC and the individual/guardian for example an necessary medical procedure refused by the legal authority.

3. Emotional disorder or behavior which cannot be managed.

4. The individual has received the maximum benefit from the program and is considered by the Admissions/Discharge Committee to be ready for a different living arrangement, such as returning to his/her own home, the home of a relative, foster home, group home, nursing home, other facility or a less restrictive placement.

5. The individual no longer meets the criteria defined by Bethesda's Board of Directors for the type of individual to be served at the Bethesda ICF-I/DD AND HCBS-I/DD.

6. The availability of additional appropriate community resources to enable the individual to live closer to the individual's family in a less-restrictive setting, including, but not limited to, Bethesda-affiliated facilities.

8. Failure of the individual to participate in programs that the IDT deem necessary for his/her health, safety, growth. The individual has a right to refuse.

9. Loss or destruction of physical plant or other emergencies which would preclude necessary care from being given.

10. Upon voluntary request by a competent individual or guardian.

10. The individual becomes a danger to himself or to others.

11. The individual is determined to be inappropriate for any other legal reason.

12. The need for alternate placement due to deteriorating health with needs BLC is not able to meet.

13. The individual/guardian disagrees with a health and safety philosophy practiced at BLC and refuses to cooperate with services.

14. The individual elects to engage in conduct contrary to Bethesda's rules. Prior to discharge, Bethesda will work with the individual to decrease such conduct.

15. An extended absence that jeopardizes federal or state funding of that particular individual's bed.

16. An absence from the home that exceeds BLC bed-hold policy as outlined in this policy.

B. Voluntary discharge from Bethesda initiated by the competent individual or guardian/ Power of Attorney/Proxy.

The individual and/or guardian may decide to terminate the individual's stay at Bethesda and leave Bethesda at any time. If the individual leaves Bethesda before the attending physician discharges the individual, the individual agrees to assume full responsibility for any and all results that may follow. The discharge may be considered absent without medical approval. Transfer initiated by the individual must be agreed upon by Bethesda. Reason for transfer or discharge shall be noted in the individual's record. Bethesda will assist as they can in locating other living arrangements and will assist the person to move; however, the individual/guardian has the primary responsibility for locating alternate arrangements applying for them, and moving the individual. The individual/guardian shall give BLC 30 days notice of move.

**PROCESS FOR THE VOLUNTARY DISCHARGE OF INDIVIDUALS**:

1. QIDP or Area Director will be informed by the guardian/family that they are interested in considering a potential move.

2. Guardians and families will be advised to begin the discharge process. BLC staff will serve as a resource throughout this

process to help ensure individual needs are met in the new placement.

3. The primary care physician will be a part of this discharge process to identify any potential medical concerns that need to be addressed before discharge can occur. BLC staff have a wealth of knowledge that they are willing and eager to share with any staff supporting an individual in a new location. The special needs, preferences and goals of each individual have already been identified through our person centered planning process and Personal Outcome Measures as part of the Council on Quality and Leadership (CQL). To help ensure successful transition and placement, facility staff will help ensure that any special medical, behavioral, environmental, adaptive equipment, safety, etc needs will be addressed in the relocation plan. Individual needs will be clearly identified in the initial planning meeting.

4. BLC will provide staff and transportation to assist with visits to a new placement so that each individual/guardians/families has an opportunity to visit at least 2-3 times so that a smooth transition can be made to a placement that best meets the individual's needs, interests and desires.

5. Scheduled visits may include over night visits to help orient the individual to their new home.

6. (ICF-I/DD only): A final discharge summary plan and post discharge plan of care will be completed by the QIDP when an individual relocates. BLC wants the placement to be successful and to minimize trauma. We believe that a smooth transition is achieved by the sharing of knowledge so continuity in care can be achieved. The QDP and team will review as part of the discharge process all of the plan of care information with the provider ie, IPP, Behavior plan, any special care guidelines, reemphasizing any safety concerns and how to prevent concerns, safety issues, current prescriptions and treatments, making sure the provider has the most current information, necessary records and documents for continuity of care will be transferred to the receiving provider,(in compliance with HIPAA) etc.

7. To help achieve a smooth transition, staff familiar with the individual, will be available to assist with the transfer and the move. BLC staff will be available to assist in the home the day of the move as determined by the transition plan. We will do additional training in the new home, even at the last minute if

the provider feels that would be helpful. If at all possible, the QIDP or Area Director will follow up with a visit to the site that same day to answer any unanticipated questions, reassure the individual and the new staff so that things go smoothly for everyone. If the provider has any questions, the QIDP or Area Director will serve as the contact person after discharge.

8. The Facility will comply with regulatory follow up requirements. BLC will continue to be available to the new provider to assist them in meeting its obligation for a smooth transition and acclamation to a new environment.

9. The Facility will attempt to resolve any issues or grievance voiced by the individual/guardian/family that relate to the discharge.

a. The Facility will not make any reprisals against an individual/guardian/family for initiating a grievance.

b. Any issues/grievances will be brought to the attention of the appropriate QIDP or Area Director who will review the grievance and provide a response to the aggrieved party. This will be done by oral communication.

c. The QIDP or Area Director will provide written notice to any individual/guardian/family filing a grievance that s/he may contact advocacy groups at any time to assist with any concern regarding the relocation process.

d. If the grievance is not resolved at that step, the QIDP or Area Director will present the grievance to the Regional Director-West Central Region. A meeting will be held with all parties in an attempt to resolve the concern. The meeting shall be held within ten days of receipt of the complaint. A written response shall be given within five days of the meeting.

e. If the grievance is not resolved pursuant to the steps above, the Facility will refer the aggrieved party to the appropriate person outside the Facility. The Facility will assist such officials in the investigation of the grievance.

C. **Involuntary Discharge - non-emergent and emergent**.

1. Failure to comply with the terms of the admission contract and/or Bethesda policies, procedures, and regulations may result in discharge. Other reasons for discharge have been listed earlier in this policy.

2. QIDP or Area Director will inform the guardian/family about the

discharge,

3. The QIDP or Area Director will offer assistance in locating alternate placement for the person.

4. Upon a recommendation for non-emergent discharge made by the Interdisciplinary Team, the individual and the family sponsor, and/or guardian shall be given 30 days' notice of discharge by the Admissions/Discharge Committee. When appropriate, the state agency shall be notified of the pending discharge. The QIDP or Area Director may be able to provide resource information regarding alternate placements and discharge plans. It is the family's responsibility to assume a primary role in finding the alternate placement. The QIDP or Area Director will assist in setting up planning and transition meetings with individual's and their guardian/family to develop a needs assessment and to discuss their desires for placement. Facility staff will assist the guardian and family, along with the team members in the discharge process. The primary care physician will be a part of this discharge process to identify any potential medical concerns that need to be addressed before discharge can occur. BLC staff have a wealth of knowledge that they are willing and able to share with any staff supporting an individual in a new location. The special needs, preferences and goals of each individual have already been identified through our person centered planning process and Personal Outcome Measures as part of the council on Quality and Leadership (CQL). To help ensure successful transition and placement, facility staff will help ensure that any special medical, behavioral, environmental, adaptive equipment, safety, etc. needs will be addressed in the discharge plan. Individual needs will be clearly identified in the initial planning meeting. The individuals/families/guardians will be involved in every step of the discharge process.

5. QIDP or Area Director shall keep the Admissions/Discharge Committee informed on a regular basis of the status of individuals involved in discharge planning.

6. Individuals shall not be placed in alternate living arrangements and remain under the auspices of BLC for a trial period longer than 30 days unless approved by the Regional Director.

E. Involuntary non-emergent discharge.

1. When discharge is considered by Bethesda, a discharge conference shall be scheduled by the QIDP or Area Director

with the guardian/family.

2. The discharge conference shall include the individual and his/her family and/or guardian and shall be for the purpose of reviewing the discharge recommendation and plan. If the individual or responsible party representing the individual cannot attend the conference, their remarks or comments may be submitted in writing or telephone to the QIDP or Area Director. Efforts will be made to have the meeting when they can attend in person or by audio-conference.

3. The QIDP or Area Director will again share advocacy information with guardians and families as they begin this process. Other providers will be asked to describe how their care and services would meet the individuals' needs.

4. The QIDP or Area Director will be available to assist in finding community placement for the individual based on the needs assessment and the desire of the individual, guardian/family.

5. The QIDP or Area Director will arrange a transition meeting with the individual's and their guardian/family who are in need of alternate placement (due to non-emergent or emergent discharges). The primary care physician will be a part of this discharge to identify any potential medical concerns that need to be addressed before a discharge can occur. BLC staff have a wealth of knowledge that they are willing and eager to share with any staff supporting an individual in a new location. The special needs, preferences and goals of each individual have been identified through the person-centered planning process and the Personal Outcome Measures as part of the Council on Quality and Leadership (CQL). To help ensure successful transition and placement, facility staff will help ensure that any special medical, behavioral, environmental, adaptive equipment, safety, etc. needs will be addressed in the discharge. Individual needs will be clearly identified in the initial planning meeting. The individuals/families/guardians will be involved in every step of the discharge process.

6. BLC will provide staff and transportation to assist with these visits so that each individual/guardian/families has an opportunity to visit at least 2-3 other homes/providers so an informed choice can be made regarding a placement that best meets the individual's needs, interests and desires.

7. When a family disputes a Committee decision to discharge, the

individual or family may, within seven working days, submit a written appeal to the BLC Regional Director. A meeting to resolve the appeal may be held between the BLC Regional Director, other BLC employees as needed, and the appellant. Such a meeting would be held within five (5) working days (excluding Saturday, Sunday, and holidays) from the presentation of the written appeal. Whether or not to hold such a meeting is solely at the discretion of the Regional Director. The Regional Director shall give a written answer to the appeal within seven (7) working days (excluding Saturday, Sunday, and holidays) of the meeting, if one is held, or within seven (7) working days of the receipt of the appeal. At any point in this process the guardians may seek support and representation from advocacy agencies.

The decision of the Regional Director is final. No further appeal is allowed.

An extension of time to submit or answer any appeal may be permitted only when mutually agreed by both parties in writing.

No reprisals shall be made against an appellant for initiating an appeal.

A decision to discharge may be reversed only by an expressed decision to reverse the decision during the appeal process. A failure on the part of a BLC employee to timely respond does not reverse the discharge decision. A failure to submit timely appeal at each stage in the appeal process is grounds for denying the appeal.

8. Once a discharge date is set, the facility will provide to guardians/families and individuals at least a 30-day written notice of the anticipated move date (A guardian may waive their 30-day notice). The responsible relatives and/or guardian shall be notified of the expected discharge date by the QDDP or Area Director and advised that the discharge arrangements should be completed by the expected discharge date. Thirty days notice of discharge shall be given in these circumstances.

9. A final notice of discharge and discharge meeting will go out no later than 7 days prior to the discharge meeting.

10. (ICF-MR only): A final discharge summary plan and post discharge plan of care will be completed by the QDDP when an

individual moves. BLC wants the placement to be successful and to minimize trauma. We believe that a smooth transition is achieved by the sharing of knowledge so continuity in care can be achieved. The QDDP and team will review as part of the discharge process all of the plan of care information with the provider i.e., IPP, Behavior Support Plan, any special guidelines, re-emphasizing any safety concerns and how to prevent concerns, safety issues, current prescriptions and treatments, making sure the provider has the most current information, necessary records and documents for continuity of care will be transferred to the receiving provider (in compliance with HIPPA), etc.

11. To help achieve a smooth transition, familiar staff with the Individual will be available to assist in the home the day of the move as determined by the transition plan. We will do additional training in the new home even if the last minute if the provider feels that would be helpful. If at all possible the QIDP or Area Director will follow-up with a visit to the site that same day to answer any unanticipated questions, reassure the individual and the new staff so that things go smoothly for everyone. If the provider has any questions, the QIDP or Area Director will serve as the contract person after discharge.

12. BLC will continue to be available to the new provider to assist them in meeting its obligation for a smooth transition and acclamation to the new environment.

F. Emergent Discharges:

Emergent discharges are judged by the threat to the health and safety of the individual, and other individuals in the home, as well as staff safety. The well-being of individuals and staff and Bethesda's ability to meet these needs shall be the primary consideration in deciding whether a discharge or transfer is emergent or not.

1. As soon as possible, individual, family/guardian shall be notified of need for discharge and the reason. This will be followed up in writing.

2. There is no appeal process in an emergent discharge.

3. Will follow the same procedure for Non-Emergent Discharges

G. Notice of discharge.

Whenever possible, and in non-emergent situations, Bethesda will give a 30-day notice of discharge in writing with the reason for discharge and will include the individual in the planning process.

H. Transfers or discharge having exceptions to advance written notice policy.

This 30-day advance notice is not required in any case in which transfer or discharge occurs under these circumstances.

1. The individual has resided at Bethesda for less than 30 days.

2. After exhausting the lesser of the Medicaid hospital bed hold limitation of the state providing Medicaid benefits or 15 hospital bed hold days.

3. Threat to health or safety requires an emergency discharge.

In the above cases, Bethesda will attempt to give the individual as much advance notice of transfer or discharge as is practical. Additionally, individual input in the decision shall be that which is practical. Bethesda shall make a good faith attempt at obtaining this input.

VIII. Bed Hold:

A. If an individual is discharged because of an emergency, (the individual is a threat to their own health and safety and is a threat to other individuals in the home, as well as staff safety) BLC will not hold the individual's bed beyond the date the individual leaves the facility.

B. If the individual is discharged because he/she and/or their family and/or guardian is requesting the discharge because they are dissatisfied with the services offered by this agency, BLC will not hold the individual's bed beyond the date the individual leaves the facility.

C. Beds which are being held open for individuals, who are away from Bethesda on therapeutic leave, hospital stays, etc., will continue to be charged at the established private pay rate, within the limits established by law.

1. Therapeutic: Bed holds for therapeutic leaves of absence require prior notification to BLC and shall be limited to a maximum of 42 nights in any one calendar year without prior authorization. Requests to exceed these limits must be in writing and approved by the Regional Director or designee of BLC. Nights taken beyond this limit will be charged to the client or responsible party at the full private payment rate. Hospitalization, camp attendance, or other overnight absences occurring as a part of the individual's program shall not be counted as therapeutic bed hold days.

2. Hospital: Bed holds for hospitalization will be granted for the length of time of the state's Medicaid hospital stay payment or 15 days, whichever is longer. Charges for hospital bed holds beyond limitations established by funding sources, if applicable, shall be charged to the client or responsible party at the full private payment rate. Discharge may occur after this time without advance notice. Extension of this bed hold needs to be approved by the Admissions/Discharge Committee.

IX. In the event an individual who formerly resided at BLC should seek readmission to the ICF-I/DD AND HCBS-I/DD program, the individual, family, sponsor, and/or guardian of the individual may make a formal request for readmission to the QIDP or Area Director of BLC. Such a request shall include all current psycho-social and medical data. Such a request shall be screened and processed as though it were a new application. Individuals would need to meet criteria for admission.

X. Transfers: Transfers from one Bethesda facility to another shall be considered by the Admissions/Discharge Committee upon the formal request by an individual and the parent, sponsor, guardian of an individual or BLC staff. BLC staff will serve as a resource to ensure a well-planned and smooth transition if approved to move to another Bethesda facility and follow the discharge process as outlined in this policy.

XI. Addendums: When signing a BLC admission agreement as applicable, the following addendums shall be attached, read, understood, and agreed to by the prospective individual, family, and/or guardian.

A. Covered and Uncovered Services.
B. Individual Rights and Responsibilities.
C. Individual Grievances.
D. Personal Fund Policy.
E. Any other facility specific applicable policies

# Supports Intensity Scale®

## Interview and Profile Form

Adult Version (ages 16 and up)

ID/TRACKING NUMBER

Name _____ _____ Date S/S Completed
LAST FIRST MIDDLE

Address _____ _____/____/____/
YR MO DAY

City, State, Zip _____ Date of Birth _____/____/____/
YR MO DAY

Phone_____/_____/_____ Language Spoken at Home _____ Age _____

Individuals or Organizations Providing Essential Supports: Gender ❑ Male ❑ Female

Name_____ Relationship _____ Phone _____/_____/_____

Name_____ Relationship _____ Phone _____/_____/_____

Name_____ Relationship _____ Phone _____/_____/_____

Other Pertinent Information _____

_____

| Respondent Name | Relationship to Individual | Language Spoken |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |

Interviewer _____ Position _____

Agency/Affiliation _____ Phone _____/_____/_____

Address _____ Email _____

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# Section 1. Support Needs Scale

**INSTRUCTIONS:** Identify the Frequency, Daily Support Time, and Type of Support that is reported necessary for the person to be successful in the six activity domains (Parts A–F). **Circle the appropriate number (0–4) for each measurement** (i.e., Frequency, Daily Support Time, Type of Support). (See rating key below.) Add across each line item to obtain the Raw Scores. Sum the Raw Scores down to obtain the Total Raw Score for each Part.

1. This scale should be completed without regard to the services or supports currently provided or available.
2. Scores should reflect the supports that would be necessary for this person to be successful in each activity.
3. If an individual uses assistive technology, the person should be rated with said technology in place.
4. Complete ALL items, even if the person is not currently performing a listed activity.

| **Part A: Home Living Activities** | Frequency | | | | | Daily Support Time | | | | | Type of Support | | | | | Raw Scores |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. Using the toilet | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 2. Taking care of clothes (includes laundering) | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 3. Preparing food | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 4. Eating food | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 5. Housekeeping and cleaning | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | | | 0 | 1 | 2 | 3 | 4 | |
| 6. Dressing | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 7. Bathing and taking care of personal hygiene and grooming needs | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 8. Operating home appliances | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| | | | | | | | | | | | | | | | **TOTAL Raw Score Home Living Activities** | |

Enter the Raw Score (max. = 92) on the *SIS* Profile, on page 8, Section 1A, Part A, Home Living Activities

## RATING KEY

**FREQUENCY:**
How frequently is support needed for this activity?

0 = none or less than monthly
1 = at least once a month, but not once a week
2 = at least once a week, but not once a day
3 = at least once a day, but not once an hour
4 = hourly or more frequently

**DAILY SUPPORT TIME:**
On a typical day when support in this area is needed, how much time should be devoted?

0 = none
1 = less than 30 minutes
2 = 30 minutes to less than 2 hours
3 = 2 hours to less than 4 hours
4 = 4 hours or more

**TYPE OF SUPPORT:**
What kind of support should be provided?

0 = none
1 = monitoring
2 = verbal/gestural prompting
3 = partial physical assistance
4 = full physical assistance

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# Section 1. Support Needs Scale, continued

Circle the appropriate number (0–4) for each measurement. (See rating key.) Complete ALL items, even if the person is not currently performing a listed activity. Add the scores across to get a Raw Score. Add the Raw Scores down to get a Total Raw Score.

| **Part B: Community Living Activities** | Frequency | | | | | Daily Support Time | | | | | Type of Support | | | | | Raw Scores |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. Getting from place to place throughout the community (transportation) | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 2. Participating in recreation/leisure activities in the community settings | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 3. Using public services in the community | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 4. Going to visit friends and family | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 5. Participating in preferred community activities (church, volunteer, etc.) | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 6. Shopping and purchasing goods and services | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 7. Interacting with community members | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 8. Accessing public buildings and settings | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |

**TOTAL Raw Score**
**Community Living Activities**

Enter the Raw Score (max. = 91) on the *SIS* Profile, on page 8, Section 1A, Part B, Community Living Activities

| **Part C: Lifelong Learning Activities** | Frequency | | | | | Daily Support Time | | | | | Type of Support (TS) | | | | | Raw Scores |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. Interacting with others in learning activities | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 2. Participating in training/ educational decisions | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | |
| 3. Learning and using problem-solving strategies | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 4. Using technology for learning | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 5. Accessing training/educational settings | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 6. Learning functional academics (reading signs, counting change, etc.) | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 7. Learning health and physical education skills | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 8. Learning self-determination skills | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 9. Learning self-management strategies | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |

**TOTAL Raw Score**
**Lifelong Learning Activities**

Enter the Raw Score (max. = 104) on the *SIS* Profile, on page 8, Section 1A, Part C, Lifelong Learning Activities

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# Section 1. Support Needs Scale, continued

Circle the appropriate number (0–4) for each measurement. (See rating key.) Complete ALL items, even if the person is not currently performing a listed activity. Add the scores across to get a Raw Score. Add the Raw Scores down to get a Total Raw Score.

| **Part D: Employment Activities** | Frequency | | | | | Daily Support Time | | | | | Type of Support | | | | | Raw Scores |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. Accessing/receiving job/task accommodations | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 2. Learning and using specific job skills | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 3. Interacting with co-workers | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 4. Interacting with supervisors/coaches | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 5. Completing work-related tasks with acceptable speed | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 6. Completing work-related tasks with acceptable quality | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 7. Changing job assignments | 0 | 1 | 2 | | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 8. Seeking information and assistance from an employer | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |

**TOTAL Raw Score Employment Activities**

Enter the Raw Score (max. = 87) on the *SIS* Profile, on page 8, Section 1A, Part D, Employment Activities

| **Part E: Health and Safety Activities** | Frequency | | | | | Daily Support Time | | | | | Type of Support | | | | | Raw Scores |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. Taking medications | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 2. Avoiding health and safety hazards | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 3. Obtaining health care services | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | | | 0 | 1 | 2 | 3 | 4 | |
| 4. Ambulating and moving about | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 5. Learning how to access emergency services | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 6. Maintaining a nutritious diet | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 7. Maintaining physical health and fitness | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 8. Maintaining emotional well-being | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |

**TOTAL Raw Score Health and Safety Activities**

Enter the Raw Score (max. = 94) on the *SIS* Profile, on page 8, Section 1A, Part E, Health and Safety Activities

## RATING KEY

**FREQUENCY:**
How frequently is support needed for this activity?

0 = none or less than monthly
1 = at least once a month, but not once a week
2 = at least once a week, but not once a day
3 = at least once a day, but not once an hour
4 = hourly or more frequently

**DAILY SUPPORT TIME:**
On a typical day when support in this area is needed, how much time should be devoted?

0 = none
1 = less than 30 minutes
2 = 30 minutes to less than 2 hours
3 = 2 hours to less than 4 hours
4 = 4 hours or more

**TYPE OF SUPPORT:**
What kind of support should be provided?

0 = none
1 = monitoring
2 = verbal/gestural prompting
3 = partial physical assistance
4 = full physical assistance

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## Section 1. Support Needs Scale, continued

Circle the appropriate number (0–4) for each measurement. (See rating key.) Complete ALL items, even if the person is not currently performing a listed activity. Add the scores across to get a Raw Score. Add the Raw Scores down to get a Total Raw Score.

| **Part F: Social Activities** | Frequency | | | | | Daily Support Time | | | | | Type of Support | | | | | Raw Scores |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. Socializing within the household | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 2. Participating in recreation/leisure activities with others | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 3. Socializing outside the household | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 4. Making and keeping friends | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 5. Communicating with others about personal needs | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 6. Using appropriate social skills | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 7. Engaging in loving and intimate relationships | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| 8. Engaging in volunteer work | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | |
| | | | | | | | | | | | | | | | **TOTAL Raw Score Social Activities** | |

Enter the Raw Score (max. = 93) on the *SIS* Profile, on page 8, Section 1A, Part F, Social Activities

## Section 2. Supplemental Protection and Advocacy Scale

Circle the appropriate number (0–4) for each measurement. (See rating key.) Complete ALL items, even if the person is not currently performing a listed activity. Add the scores across to get a Raw Score. Rank the Raw Scores from highest to lowest (1 = highest). Enter the four highest ranked activities (1–4) and their scores on the *SIS* Profile.

| **Protection and Advocacy Activities** | Frequency | | | | | Daily Support Time | | | | | Type of Support | | | | | Raw Scores | Rank Raw Scores from highest to lowest |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. Advocating for self | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | | |
| 2. Managing money and personal finances | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | | |
| 3. Protecting self from exploitation | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | | |
| 4. Exercising legal responsibilities | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | | |
| 5. Belonging to and participating in self-advocacy/support organizations | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | | |
| 6. Obtaining legal services | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | | |
| 7. Making choices and decisions | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | | |
| 8. Advocating for others | 0 | 1 | 2 | 3 | | 0 | 1 | 2 | 3 | 4 | 0 | 1 | 2 | 3 | 4 | | |

List the four Protection and Advocacy Activities with the highest Raw Score (from highest to lowest) on the *SIS* Profile, on page 8, Section 2.

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# Section 3. Exceptional Medical and Behavioral Support Needs

Circle the appropriate number to indicate how much support is needed for each of the items below. Subtotal the circled 1's and 2's. Total the subtotals. (See rating key.) Complete ALL items.

| **Section 3A: Medical Supports Needed** | No Support Needed | Some Support Needed | Extensive Support Needed |
|---|---|---|---|
| **Respiratory care** | | | |
| 1. Inhalation or oxygen therapy | 0 | 1 | 2 |
| 2. Postural drainage | 0 | 1 | 2 |
| 3. Chest PT | 0 | 1 | 2 |
| 4. Suctioning | 0 | 1 | 2 |
| **Feeding assistance** | | | |
| 5. Oral stimulation or jaw positioning | 0 | 1 | 2 |
| 6. Tube feeding (e.g., nasogastric) | 0 | 1 | 2 |
| 7. Parenteral feeding (e.g., IV) | 0 | 1 | 2 |
| **Skin care** | | | |
| 8. Turning or positioning | 0 | 1 | 2 |
| 9. Dressing of open wound(s) | 0 | 1 | 2 |
| **Other exceptional medical care** | | | |
| 10. Protection from infectious diseases due to immune system impairment | 0 | 1 | 2 |
| 11. Seizure management | 0 | 1 | 2 |
| 12. Dialysis | 0 | 1 | 2 |
| 13. Ostomy care | 0 | 1 | 2 |
| 14. Lifting and/or transferring | 0 | 1 | 2 |
| 15. Therapy services | 0 | 1 | 2 |
| 16. Other(s)—Specify: _____ | 0 | 1 | 2 |
| **Subtotal of 1's and 2's** | | | |
| **Total (Add Subtotal of 1's and 2's)** | | | |

Enter Total on the *SIS* Profile, on page 8, Section 3A: Support Considerations Based on Exceptional Medical and Behavioral Support Needs, *Medical*

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## Section 3. Exceptional Medical and Behavioral Support Needs, continued

Circle the appropriate number to indicate how much support is needed for each of the items below. (See rating key.) Complete ALL items.

| Section 3B: Behavioral Supports Needed | No Support Needed | Some Support Needed | Extensive Support Needed |
|---|---|---|---|
| **Externally directed destructiveness** | | | |
| 1. Prevention of assaults or injuries to others | 0 | 1 | 2 |
| 2. Prevention of property destruction (e.g., fire setting, breaking furniture) | 0 | 1 | 2 |
| 3. Prevention of stealing | 0 | 1 | 2 |
| **Self-directed destructiveness** | | | |
| 4. Prevention of self-injury | 0 | 1 | 2 |
| 5. Prevention of pica (ingestion of inedible substances) | 0 | 1 | 2 |
| 6. Prevention of suicide attempts | 0 | 1 | 2 |
| **Sexual** | | | |
| 7. Prevention of sexual aggression | 0 | 1 | 2 |
| 8. Prevention of nonaggressive but inappropriate behavior (e.g., exposes self in public, exhibitionism, inappropriate touching or gesturing) | 0 | 1 | 2 |
| **Other** | | | |
| 9. Prevention of tantrums or emotional outbursts | 0 | 1 | 2 |
| 10. Prevention of wandering | 0 | 1 | 2 |
| 11. Prevention of substance abuse | 0 | 1 | 2 |
| 12. Maintenance of mental health treatments | 0 | 1 | 2 |
| 13. Prevention of other serious behavior problem(s) Specify: _____ | 0 | 1 | 2 |
| **Subtotal of 1's and 2's** | | | |
| **Total (Add Subtotal of 1's and 2's)** | | | |

Enter Total on the *SIS* Profile, on page 8, Section 3B: Support Considerations Based on Exceptional Medical and Behavioral Support Needs, *Behavioral*

### RATING KEY

0 = no support needed
1 = some support needed (i.e., providing monitoring and/or occasional assistance)
2 = extensive support needed (i.e., providing regular assistance to manage the medical condition or behavior)

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# Supports Intensity Scale® (SIS) Scoring Form & Profile

ID/TRACKING NUMBER

Name

_____

Date SIS Completed

_____/_____/_____/
YR MO DAY

Name of Interviewer

_____

## Section 1A: Support Needs Ratings

1. Enter the Raw Scores for parts A–F from pages 2–5.
2. Enter the Standard Scores and Percentiles using Appendix 6.2.
3. Enter the *SIS* Support Needs Index using Appendix 6.3.

| Activities Subscales | Total Raw Scores (From pages 2–5) | Standard Scores (See Appendix 6.2) | Subscale Percentiles (See Appendix 6.2) |
|---|---|---|---|
| A. Home Living | | | |
| B. Community Living | | | |
| C. Lifelong Learning | | | |
| D. Employment | | | |
| E. Health & Safety | | | |
| F. Social | | | |
| **Standard Scores TOTAL** (sum) | | | |
| ***SIS* SUPPORT NEEDS INDEX** (Composite Standard Score) (See Appendix 6.3) | | | |
| **Percentile of Support Needs Index** (See Appendix 6.3) | | | |

## Section 1B: Support Needs Profile

Circle the Standard Score for each Activities Subscale and the *SIS* Support Needs Index. Then connect the subscale circles to form a graph.

| Percentile | A. Home Living | B. Community Living | C. Lifelong Learning | D. Employment | E. Health & Safety | F. Social | *SIS* Support Needs Index | Percentile |
|---|---|---|---|---|---|---|---|---|
| **99** | 17–20 | 17–20 | 17–20 | 17–20 | 17–20 | 17–20 | > 131 | **99** |
| | 15–16 | 15–16 | 15–16 | 15–16 | 15–16 | 15–16 | 124–131 | |
| **90** | 14 | 14 | 14 | 14 | 14 | 14 | 120–123 | **90** |
| | 13 | 13 | 13 | 13 | 13 | 13 | 116–119 | |
| **80** | | | | | | | 113–115 | **80** |
| | 12 | 12 | 12 | 12 | 12 | 12 | 110–112 | |
| **70** | | | | | | | 108–109 | **70** |
| | | | | | | | 106–107 | |
| **60** | 11 | 11 | 11 | 11 | 11 | 11 | 105 | **60** |
| | | | | | | | 102–104 | |
| **50** | 10 | 10 | 10 | 10 | 10 | 10 | 100–101 | **50** |
| | | | | | | | 98–99 | |
| **40** | 9 | 9 | 9 | 9 | 9 | 9 | 97 | **40** |
| | | | | | | | 94–96 | |
| **30** | | | | | | | 92–93 | **30** |
| | 8 | 8 | 8 | 8 | 8 | 8 | 90–91 | |
| **20** | | | | | | | 88–89 | **20** |
| | 7 | 7 | 7 | 7 | 7 | 7 | 85–87 | |
| **10** | 6 | 6 | 6 | 6 | 6 | 6 | 82–84 | **10** |
| | 5 | 5 | 5 | 5 | 5 | 5 | 75–81 | |
| **1** | 1–4 | 1–4 | 1–4 | 1–4 | 1–4 | 1–4 | < 74 | **1** |

## Section 2: Support Considerations Based on Protection and Advocacy Scores

List the 4 highest ranked Protection and Advocacy Activities from page 5.

| Activity | Raw Score |
|---|---|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |

## Section 3: Support Considerations Based on Exceptional Medical and Behavioral Support Needs

| | | |
|---|---|---|
| **A. MEDICAL** | | |
| 1. Enter the number of Total points from page 6. | | |
| 2. Is this Total larger than 5? | Yes | No |
| 3. Is at least one "2" circled for Medical Supports Needed on page 6? | Yes | No |
| **B. BEHAVIORAL** | | |
| 1. Enter the number of Total points from page 7. | | |
| 2. Is this Total larger than 5? | Yes | No |
| 3. Is at least one "2" circled for Behavioral Supports Needed on page 7? | Yes | No |

**If "yes" has been circled on any of the questions above,** it is highly likely that this individual has greater support needs than others with a similar *SIS* Support Needs Index.

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COLORADO
Department of Health Care Policy & Financing

SOLICITATION #:
2016000079

Appendix A
Administrative Information

# *Table of Contents*

**SECTION 1.0 OFFICIAL MEANS OF COMMUNICATION ..... 1**
**1.1. SOLICITATION PUBLICATION AND COMMUNICATIONS ..... 1**
**1.2. SOLE POINT OF CONTACT ..... 1**
**SECTION 2.0 SCHEDULE OF ACTIVITIES ..... 1**
**2.1. REGISTRATION IN CORE ..... 2**
**2.2. INQUIRIES ..... 2**
**2.3. INTENT TO BID NOTIFICATION ..... 2**
**2.4. PROPOSAL SUBMISSION DEADLINE ..... 2**
**2.5. LIST OF BIDDERS ..... 3**
**SECTION 3.0 GENERAL CONSIDERATIONS ..... 3**
**3.1. DISCLAIMER ON INFORMATION IN SOLICITATION ..... 3**
**3.2. SOLICITATION CANCELLATION ..... 3**
**3.3. PROPOSAL AND PRE-CONTRACT COSTS ..... 3**
**3.4. OFFEROR REGISTRATION IN COLORADO ..... 3**
**3.5. OFFEROR IDENTIFICATION ..... 4**
**3.6. TAXES ..... 4**
**3.7. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION ..... 4**
**3.8. CONFLICTS OF INTEREST ..... 5**
**3.9. DEBARMENT AND SUSPENSION ..... 5**
**3.10. CONTRACT PERFORMANCE DISCLOSURE ..... 6**
**SECTION 4.0 PROPOSALS ..... 6**
**4.1. SOLICITATION COMPLIANCE / PROPOSAL REJECTION ..... 6**
**4.2. GENERAL INSTRUCTIONS ..... 7**
**4.3. COMPLETE PROPOSAL ..... 8**
**4.4. PROPOSAL PACKAGE AND COPIES ..... 9**
**4.5. PROPOSAL SUBMISSION ..... 10**
**4.6. PROCEDURE FOR SUBMISSION OF CONFIDENTIAL / PROPRIETARY INFORMATION ..... 10**
**4.7. MODIFICATION OR WITHDRAWAL OF PROPOSALS ..... 11**
**4.8. BINDING OFFER ..... 11**
**4.9. PROPOSAL MATERIALS OWNERSHIP ..... 11**

**SECTION 5.0 AWARD AND CONTRACT ..... 11**
**5.1. NOTICE OF INTENT TO AWARD ..... 11**
**5.2. PROTESTED SOLICITATIONS AND AWARDS ..... 11**
**5.3. PROPOSAL CONTENT ACCEPTANCE ..... 12**
**5.4. CONTRACT TERMS AND CONDITIONS ..... 12**
**5.5. NEWS RELEASES ..... 12**
**5.6. CONTRACT FUNDING ..... 12**

# SECTION 1.0 OFFICIAL MEANS OF COMMUNICATION

## 1.1. SOLICITATION PUBLICATION AND COMMUNICATIONS

The solicitation referenced on the cover page of this document is issued for the State of Colorado by the Department of Health Care Policy and Financing (Department) and is posted on the Colorado Operations Resource Engine (CORE) Web site at https://codpa-vss.hostams.com/webapp/PRDVSS1X1/AltSelfService (then click on "Public Access").

During this solicitation process official communication with Offerors will be via notices on the Colorado CORE Web site. Notices may include modifications, addenda, responses to inquiries and the announcement of the apparent winning Offeror. It is the Offeror's responsibility to periodically check the CORE Web site for notices, changes, additional documents or amendments that pertain to this solicitation.

## 1.2. SOLE POINT OF CONTACT

The Department's sole point of contact and for this solicitation is:

Sarah Miller

Department of Health Care Policy and Financing

Purchasing and Contracting Services Section

1570 Grant Street

Denver, CO 80203-1818

(303) 866-3782

RFPQuestions@hcpf.state.co.us

# SECTION 2.0 SCHEDULE OF ACTIVITIES

The schedule of key activities for this solicitation is as follows:

| ACTIVITY | DATE[1] |
|---|---|
| Inquiry Deadline | 11/13/2015<br>11:00 a.m.<br>Mountain Time |
| Intent to Bid Notification Deadline | 11/30/2015<br>11:00 a.m.<br>Mountain Time |
| Proposal Submission Deadline | 01/19/2016<br>3:00 p.m.<br>Mountain Time |
| Vendor Selection (Estimated) and Notification of Award | Week of February 15, 2016 |

**[1]NOTE: The Department reserves the right to revise the dates in this schedule. If revisions are made prior to the Proposal Submission Deadline, changes will be made via a modification to this solicitation posted on the CORE Web site.**

## 2.1. REGISTRATION IN CORE

Prospective Offerors must register in the CORE Vendor-Self-Service option (VSS) in order to obtain solicitation documents and updates. Offerors may register at the following link: https://codpa-vss.hostams.com/webapp/PRDVSS1X1/AltSelfService. The VSS Help Desk is available Monday through Friday 8:00 a.m. to 5:00 p.m. MT and can be reached by calling (303)-866-6464 or emailing VSSHelp@state.co.us.

## 2.2. INQUIRIES

Prospective Offerors' inquiries shall be received by the Department by the date and time indicated in the Schedule of Activities. Inquiries received after the inquiry deadline may not be accepted.

Prospective Offerors shall submit all inquiries by electronic mail (e-mail) to RFPQuestions@hcpf.state.co.us. The e-mail should include the following:

- This solicitation number and title listed in the e-mail subject line.
- The section or line numbering in this solicitation that precedes the text on which the inquiry is based. Follow the numbering with the prospective Offerors' question(s) pertaining to that text in this solicitation.

Inquiries received by the Department by the Inquiry Deadline will be responded to by the Department via a modification posting on the CORE Web site. Inquiries received after the Inquiry Deadline may not be included in the Department's response.

## 2.3. INTENT TO BID NOTIFICATION

Organizations planning on submitting a proposal in response to this solicitation are requested to provide a letter of intent to bid stating the organization's intention of submitting a proposal. The letter of intent to bid may contain a statement of an organization's intent to submit a proposal and should be submitted via e-mail to RFPQuestions@hcpf.state.co.us by the Intent to Bid Notification Deadline.

Submission of a letter of intent to bid is not required as a condition for submitting a proposal.

Submission of a letter of intent to bid is not binding and does not obligate an organization to submit a proposal.

## 2.4. PROPOSAL SUBMISSION DEADLINE

Proposals must be received on or before the Proposal Submission Deadline.

It is the responsibility of the Offeror to ensure that the Department receives Offeror's complete proposal package on or before the Proposal Submission Deadline regardless of delivery method used.

Offerors mailing a proposal package should allow ample time to ensure timely receipt.

Proposals received after the Proposal Submission Deadline will not be considered.

### 2.5. LIST OF BIDDERS

Following the Proposal Submission Deadline, organizations may request a list of names of all Offerors who have submitted a proposal package that was received by the Proposal Submission Deadline by e-mailing the request to RFPQuestions@hcpf.state.co.us. If the proposal package was submitted in response to an Invitation for Bids, the Organization may also request the proposed prices from each Offeror.

## SECTION 3.0 GENERAL CONSIDERATIONS

### 3.1. DISCLAIMER ON INFORMATION IN SOLICITATION

All statistical and fiscal information contained within this solicitation and its appendices, and any amendments and modifications thereto reflect the best and most accurate information available to the Department at the time of solicitation preparation. No inaccuracies in such data shall constitute a basis for legal recovery of damages or protests, either real or punitive, except to the extent that any such inaccuracy was a result of the intentional misrepresentation by the Department.

### 3.2. SOLICITATION CANCELLATION

The Department reserves the right to cancel this entire solicitation or individual phases at any time, without penalty.

In the event that the Department receives only one (1) proposal, the Department has determined that this would create insufficient competition. In this event, the Department reserves the right to cancel this solicitation and either enter into Competitive Negotiations with the sole Offeror or choose to re-solicit.

### 3.3. PROPOSAL AND PRE-CONTRACT COSTS

The Department is not liable for any costs incurred by Offerors prior to issuance of a legally executed contract or procurement document. No property interest of any nature shall occur until a contract is awarded and signed by all concerned parties.

### 3.4. OFFEROR REGISTRATION IN COLORADO

Awarded Offeror, whether headquartered within or outside of Colorado, must be registered to conduct business in Colorado with the Colorado Secretary of State and obtain a Certificate of Good Standing or Certificate of Existence prior to the execution of any contract resulting from this solicitation. Proof of such certification shall be provided upon request by the Department.

## 3.5. OFFEROR IDENTIFICATION

The tax identification number provided on any forms related to this solicitation must be that of the Offeror responding to this solicitation. The Offeror must be a legal entity with the legal right to contract.

## 3.6. TAXES

The State of Colorado, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes (C.R.S. § 39-26-704). The Colorado State and Local Sales Tax Exemption Number is 98-01159-0000. Seller is hereby notified that when materials are purchased in certain political sub-divisions (for example in the City of Denver) the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

## 3.7. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this proposal each Offeror certifies:

(a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

(b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any competitor; and

(c) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

The person causing this proposal to be submitted certifies that:

(a) She/he is the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that she/he has not participated and will not participate in any action contrary to Section 3.7 of Appendix A; or

(b) She/he is not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that she/he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to Section 3.7 of Appendix A, and as their agent does hereby so certify; and she/he has not participated, and will not participate, in any action contrary to Section 3.7 of Appendix A.

If any statement in Section 3.7 of Appendix A of this document is not true for Offeror's organization the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the

head of the agency, or her/his designee, determines that such disclosure was not made for the purpose of restricting competition.

## 3.8. CONFLICTS OF INTEREST

The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State. Rules of conduct for public officers and state employees:

- Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.
- A public officer or a state employee shall not:
  - (a) Engage in a substantial financial transaction for her/his private business purposes with a person whom she/he inspects, regulates, or supervises in the course of his official duties;
  - (b) Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from her/his agency;
  - (c) Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency; or
  - (d) Perform an official act directly and substantially affecting its economic benefit a business or other undertaking in which she/he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.
  - (e) Serve on the Board of any entity without disclosure to the entity, the Secretary of State, and his/her employer.

  **NOTES:**

  A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding bulleted item (d) above if her/his participation is necessary to the administration of a statute and if she/he complies with the voluntary disclosure procedures under C.R.S. § 24-18-110.

  Bulleted item (c) above does not apply to a member of a board, commission, council, or committee if she/he complies with the voluntary disclosure procedures under C.R.S. § 24-18-110 and if she/he is not a full-time state employee.

Reference C.R.S. § 24-18-108, as amended.

## 3.9. DEBARMENT AND SUSPENSION

By submitting a proposal in response to this solicitation, the Offeror certifies to the best of its knowledge and belief that it, its principals and proposed Subcontractors:

- Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions.
- Have not within a three-year period preceding the proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- Are not presently under investigation for, indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the previous bulleted item; and
- Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the Offeror is unable to certify any of the statements in this certification, Offeror is to provide an explanation included as a separate attachment to the proposal as an Additional Attachment. The inability of the Offeror to provide the certification will not necessarily result in disqualification of the Offeror. The explanation will be considered in connection with the Department's determination whether to award a contract to an Offeror.

### 3.10. CONTRACT PERFORMANCE DISCLOSURE

The proposal shall fully disclose any serious negative contract problems for the Offeror, its principal, and affiliates for contracts or potential contracts in the last seven (7) years. If applicable, the Offeror shall include a separate attachment to the proposal as an Additional Attachment and disclose the following:

- Any investigative or audit or similar findings or charges of fraud, malfeasance, anti-trust violation, civil violation, criminal activity or fine including those agreed to by settlement.
- Any formal notices to cure or formal audit findings concerning contractor deficiencies in a contract with a local, state or federal government agency.
- Detailed information on all lawsuits for issues pertaining to contract performance, payments, or other obligations under an agreement with a local, state or federal agency and the outcome of the lawsuit or settlement.

## SECTION 4.0 PROPOSALS

### 4.1. SOLICITATION COMPLIANCE / PROPOSAL REJECTION

Proposals will be accepted only for the entire Statement of Work as described within this solicitation.

Estimated costs/prices will not be accepted. Proposed costs/prices must be firm.

Failure of an Offeror to comply with or meet all requirements or respond to all requests for information within this solicitation may result in Offeror's proposal being disqualified or determined not acceptable. The Department reserves the right to reject any or all proposals for non-compliance, to waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal or complete proposals if deemed in the best interest of the State.

Such disqualification or determination may occur at any point following the Proposal Submission Deadline.

Unless the solicitation specifically allows for or requires multiple proposals, Offerors shall submit only one (1) proposal in response to this solicitation. The Department may, at its sole discretion, disqualify an Offeror's proposals from evaluation if the Offeror submits more than one (1) proposal and/or any alternative proposals.

Best and final offers may be requested and considered, at the Department's option and request, as part of the evaluation process.

## 4.2. GENERAL INSTRUCTIONS

Offeror should adhere to the format prescribed and content required for proposal responses. Offeror's proposal response and attachments shall:

- Comply with the standards of Section 508 of the Rehabilitation Act of 1973, (29 USC § 794). The Offeror may not have an opportunity to re-draft their proposal response and attachments to make them accessible to persons with vision impairments after the proposal submission deadline and in the event that the Department has evaluator(s) serving on an Evaluation Committee requiring accessibility, the Department may disqualify an Offeror's proposal from evaluation.
- Present writing that is responsive, succinct, self-explanatory and well organized on pages that are consecutively numbered in a consistent numbering format.
- Be concise but provide complete responses. There is no page limit for proposal responses; however, the Department does not desire nor encourage excessive responses; unnecessary tables, graphs, photographs or marketing materials; or attachments that have not been requested.
- Make no reference to elements of cost or pricing anywhere except as a response to any numbered 'OFFEROR'S RESPONSE' item that specifically asks for a response pertaining to Offeror's cost or pricing quote. If any element of cost or pricing is mentioned or referred to in any place within Offeror's proposal response that does not specifically ask for cost or pricing, the Offeror may be disqualified.
- Include attachments, as specified within the solicitation documents. Present attachments that are labeled with wording related to the requirement or topic covered within that attachment.
- Address 'OFFEROR'S RESPONSE' items from throughout the solicitation as follows:
    - Display the complete text of each item labeled throughout the solicitation with the bold font wording 'OFFEROR'S RESPONSE' followed by its number. The 'OFFEROR'S RESPONSE' text should appear in bold font in the proposal.
    - Provide Offeror's full and complete response to each numbered 'OFFEROR'S RESPONSE'. Offeror's responses should be placed directly

after the numbered 'OFFEROR'S RESPONSE' it is addressing and should contain Offeror's full and complete response to that particular numbered 'OFFEROR'S RESPONSE'.

**NOTE:**

The Evaluation Committee expects Offeror's full and complete response to be placed directly following the repeated numbered 'OFFEROR'S RESPONSE' text from the solicitation. Offerors should not expect the Evaluation Committee to review anything but Offeror's response directly following the repeated numbered 'OFFEROR'S RESPONSE' text from the solicitation.

## 4.3. COMPLETE PROPOSAL

A complete proposal should include the following:

1. Technical Proposal

   The Technical Proposal should consist of the following:

   - Table of Contents

     The Table of Contents should include headings that denote the major sections in the proposal. In addition, each attachment should be separate.

   - Executive Summary

     The Executive Summary must be factual and should succinctly cover the core aspects of Offeror's staffing, methodologies and approaches to fulfill the Statement of Work within the solicitation. The name, phone number and e-mail address for the Offeror's contact person for the Offeror's proposal. Also include the Offeror's CORE VSS number in the Executive Summary.

   - W-9 (Appendix C in this solicitation)
     - A W-9 must be completed and signed.

   - Technical Proposal

     The Technical Proposal should consist of Offeror's full and complete response to all numbered 'OFFEROR'S RESPONSE' items with the exception of any numbered 'OFFEROR'S RESPONSE' items that specifically asks for a response pertaining to Offeror's cost or pricing quote to fulfill the Statement of Work within the solicitation.

   - Technical Proposal Attachments, if applicable

     Any attachments that are requested or required within the Statement of Work or any attachment deemed applicable by Offeror in response to a numbered 'OFFEROR'S RESPONSE' item.

2. Cost Proposal

   The Cost Proposal should consist of the following:

- Offeror's Cost Proposal Responses

  Offeror's full and complete response to any numbered 'OFFEROR'S RESPONSE' item that specifically asks for a response pertaining to Offeror's cost or pricing quote to fulfill the Statement of Work within the solicitation.

- Offeror's Cost Proposal Attachments, if applicable

  Any attachments that are requested or required within the Statement of Work or any attachment deemed applicable by Offeror in response to a numbered 'OFFEROR'S RESPONSE' item that specifically asks for a response pertaining to Offeror's cost or pricing quote.

3. Additional Attachments

   Additional Attachments should consist of Offeror's response, as applicable, to any of the following:

   - Conflicts of Interest (see Section 3.8 of this document)
   - Debarment and Suspension (see Section 3.9 of this document)
   - Contract Performance Disclosure (see Section 3.10 of this document)
   - Contract Terms and Conditions (see Section 5.4 of this document)

4. Financial Information

   The Financial Information should consist of the following:

   - A summary that demonstrates that the Offeror has the financial strength to maintain a contract resulting from this solicitation.
   - Copies of Offeror's two (2) most recent annual financial statements. These statements must include a Balance Sheet and an Income Statement for the most recent reporting period. The statements must meet generally accepted accounting principle standards.

     Provide one (1) of the following (in order of preference):

     1) A financial statement audited by a certified public accountant.
     2) A financial statement reviewed by a certified public accountant.
     3) A third-party prepared financial statement if a certified public accountant- audited or reviewed statement is not available.
     4) A CPA/CPA firm's internally-prepared financial statements.

## 4.4. PROPOSAL PACKAGE AND COPIES

An Offeror's proposal package shall consist of all of the following:

1) Five (5) Universal Serial Bus (USB) flash drives containing all of the following:

   - Exact and complete copy of the Technical Proposal. Labeled as "Technical Proposal".

- Exact and complete copy of the Cost Proposal. Labeled as "Cost Proposal".
- Exact and complete copy of the Additional Attachments. Labeled as "Additional Attachments".

**NOTES:**

- All documents on the USB flash drives should be presented in searchable format.
- The USB flash drives should be labeled as "Proposal Copy 1 of 5", "Proposal Copy 2 of 5" etc.

2) One (1) USB Flash Drive containing the Financial Information (as specified in Section 4.3 item 4 of this document). This USB should be labeled "Financial Information".

## 4.5. PROPOSAL SUBMISSION

The complete proposal package, including all required copies, should be received by the Proposal Submission Deadline at the address for the Department's sole point of contact as specified in Section 1.2.

Proposals must be submitted in a sealed package showing the following information clearly on the outside of the package:

Offeror's Name

Solicitation Number and Title

Proposal Submission Deadline

## 4.6. PROCEDURE FOR SUBMISSION OF CONFIDENTIAL / PROPRIETARY INFORMATION

The Offeror may request any restrictions on the use or inspection of material contained within the Offeror's proposal package.

The Offeror will provide a separate USB flash drive with all confidential/proprietary information redacted. The USB flash drive will include a letter indicating what portion of the Colorado Open Records Act at Colorado Open Records Act, C.R.S. Title 24, Article 72, Part 2, as amended applies to the suggested confidential/proprietary information.

The Offeror will be informed in writing via email as to the decision on the confidentiality request as soon as practicable. The Offeror may protest the decision Procurement Rule 24-103-202a-08.

The USB flash drive should be submitted in one (1) sealed envelope labeled "Confidential/Proprietary" and the solicitation number. Co-mingling of confidential/proprietary information with other proposal documents will nullify the confidential/proprietary status and will remove any restrictions on the use or inspection of the material.

Neither a proposal in its entirety nor the proposal cost/price information will be granted confidential/proprietary status. Any information that will be included in any contract resulting from this solicitation cannot be considered confidential.

After award, the proposals will be open to public inspection pursuant to the Colorado Open Records Act, subject to any continued prohibition on the disclosure of confidential data.

### 4.7. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the Offeror prior to the Proposal Submission Deadline.

### 4.8. BINDING OFFER

By submitting a proposal, the Offeror confirms that their proposal shall remain a firm offer for 180 days. Acknowledgment of this condition is indicated by submission of the vendor's proposal.

### 4.9. PROPOSAL MATERIALS OWNERSHIP

All products and materials submitted in response to this solicitation become the property of the State of Colorado at the Proposal Submission Deadline, unless otherwise noted in this solicitation.

Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" announcement has been issued, subject to the terms of C.R.S. Title 24, Article 72, Part 2, as amended and any confidential/proprietary status granted by the Department per Section 4.6.

## SECTION 5.0 AWARD AND CONTRACT

### 5.1. NOTICE OF INTENT TO AWARD

Upon approval of the Evaluation Committee's recommendation for award, the Department will issue a "Notice of Intent to Make an Award" announcement to all Offerors that will state the Department's intent to make an award to the selected Offeror. The award will also be published on the CORE Web site.

### 5.2. PROTESTED SOLICITATIONS AND AWARDS

Any actual or prospective Offeror or contractor who is aggrieved in connection with this solicitation or award of a contract may submit a protest. The protest shall be submitted in writing or via e-mail within seven (7) working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. (Reference: C.R.S. Title 24, Article 109)

The protest should be submitted to:

Cindy Ward, Purchasing and Contracting Services Section Manager

Department of Health Care Policy and Financing

Purchasing and Contracting Services Section

1570 Grant Street

Denver, CO 80203-1818

Cindy.Ward@state.co.us

## 5.3. PROPOSAL CONTENT ACCEPTANCE

The contents of the proposal of the successful Offeror, including persons specified to implement the project, will become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contracting instrument may result in cancellation of the award and such Offeror may be removed from consideration for future solicitations.

A contract will be offered to the successful Offeror and, upon successful completion of negotiations, will be signed by both parties.

Should the contract not be completed and agreed to by both parties within 30 calendar days following the issuance of a draft contract to the successful Offeror for review, through no fault of the Department's, the Department, at its sole discretion, may elect to cancel the existing award announcement and make an award to the next most advantageous Offeror.

## 5.4. CONTRACT TERMS AND CONDITIONS

The contracting document resulting from this solicitation will be substantially similar to the draft contracting document included with this solicitation as Appendix B. The Provisions 1 through 21, Special Provisions and the Health Insurance Portability and Accountability Act Business Associate Addendum of the Draft Contract shall not be negotiable.

By submitting a proposal, the Offeror confirms its willingness to enter into a contracting document containing the terms and conditions or substantially similar terms and conditions to the draft contract and the requirements of this solicitation without exception, deletion, qualification or contingency.

If the Offeror is not willing to accept all terms and conditions, the Offeror should provide a statement of explanation and a listing of all exceptions the Offeror requires. Requests for changes, additions or exceptions to the standard terms and conditions must be submitted as Additional Attachments. The request must include a listing of all changes, additions or exceptions desired; an explanation of why Offeror is requesting each change, addition or exception; and the specific affect it will have on the Offeror's ability to perform the requirements of this solicitation.

The Department will not accept any proposals that are conditional on acceptance of modified terms and conditions.

Prior to the execution of a contract with the Department, the successful Offeror must provide documentation that contract signing authority is vested in the individual signing the contract.

## 5.5. NEWS RELEASES

News releases pertaining to this solicitation or intent to award shall NOT be made prior to execution of the contract or without prior written approval by the Department.

## 5.6. CONTRACT FUNDING

The Contract is subject to and contingent upon the continuing availability of Federal and State funds for the purpose hereof. The Offeror recognizes that it is to be paid, reimbursed or otherwise compensated with Federal and State funds provided to the Department for the purposes of

contracting for the services provided herein. The Offeror expressly understands and agrees that all its rights, demands and claims to compensation arising under the Contract are contingent upon receipt of such funds by the Department. In the event that the Department does not receive such funds or any part thereof, the Department may immediately terminate the Contract without liability, including liability for termination cost.

**Intellectual and/or Developmental Dis**
**Appendix D**
Solicitation #: I

**Instructions:** Fill out the shaded port

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Offeror's Price for SFY 2015-16

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Offeror's Price for SFY 2016-17

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Offeror's Price for SFY 2017-18

**abilities (I/DD) Crisis Center Pilot Project RFP**
**- Pricing Worksheet**

RFP UHAA 2016000079

ions of this form and submit with Offeror's bid.

**eror's Name:**

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| ies (I/DD) Crisis Center Pilot Project RFP SFY 2016-17 Price<br>Price = $645,000.00) |
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| ies (I/DD) Crisis Center Pilot Project RFP SFY 2017-18 Price<br>Price = $645,000.00) |
| $0.00 |

COLORADO
Department of Health Care Policy & Financing

HCPF Solicitation #:

RFP UHAA 2016000079

# Intellectual and/or Developmental Disabilities (I/DD) Crisis Center Pilot Project

Modification 1 – Changes in Red

# CONTENTS

SECTION 1.0 INTRODUCTION ..... 3
1.1. GENERAL INFORMATION ..... 3
1.2. ANTICIPATED CONTRACT TERM ..... 3
SECTION 2.0 TERMINOLOGY ..... 3
2.1. ACRONYMS, ABBREVIATIONS AND OTHER TERMINOLOGY ..... 3
SECTION 3.0 BACKGROUND INFORMATION ..... 7
3.1. THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING ..... 7
3.2. PROJECT BACKGROUND ..... 7
SECTION 4.0 OFFEROR'S EXPERIENCE ..... 7
4.1. ORGANIZATIONAL EXPERIENCE ..... 7
SECTION 5.0 STATEMENT OF WORK ..... 8
5.1. CONTRACTOR'S GENERAL REQUIREMENTS ..... 8
5.2. CONTRACTOR PERSONNEL ..... 15
5.3. CROSS-SYSTEM RESPONSE ..... 19
5.4. PILOT PROJECT REGIONS ..... 21
5.5. ASSESSMENTS OF I/DD MEMBERS ..... 21
5.6. IN-HOME THERAPEUTIC SUPPORT ..... 22
5.7. SITE-BASED THERAPEUTIC SUPPORT ..... 23
5.8. COMMUNITY BASED MOBILE SUPPORT TEAMS ..... 24
5.9. FOLLOW-UP SERVICES PLAN ..... 25
5.10. SERVICE GAP DATA COLLECTION ..... 25
5.11. REPORTING REQUIREMENTS ..... 27
5.12. START-UP AND CLOSEOUT PERIODS ..... 27
SECTION 6.0 COMPENSATION AND INVOICING ..... 30
6.1. COMPENSATION ..... 30
6.2. INVOICING AND PAYMENT PROCEDURES ..... 32
6.3. BUDGET ..... 33
SECTION 7.0 EVALUATION METHODOLOGY ..... 33
7.1. EVALUATION PROCESS ..... 33
7.2. EVALUATION COMMITTEE ..... 33
7.3. COMPLIANCE ..... 34

**7.4. PROPOSAL EVALUATION CRITERIA ..... 35**

**APPENDIX A - ADMINISTRATIVE INFORMATION DOCUMENT**

**APPENDIX B - DRAFT CONTRACT**

**APPENDIX C - W-9**

**APPENDIX D – PRICING WORKSHEET**

## SECTION 1.0 INTRODUCTION

### 1.1. GENERAL INFORMATION

1.1.1. The Colorado Department of Health Care Policy and Financing (Department) is soliciting competitive, responsive proposals from experienced and financially sound organizations to perform as a Crisis Center Pilot Contractor for the Department.

### 1.2. ANTICIPATED CONTRACT TERM

1.2.1. The Contractor's start-up period is anticipated to begin on March 1, 2016 and end on April 25, 2016.

1.2.2. The initial operational period of the Contract is anticipated to begin at the end of the start-up period, or concurrently with the start-up period at the Department's sole discretion, and will last until June 30, 2017.

1.2.3. The total duration of the Contract, from the Operational Start Date until termination, and including the Department's exercise of any options, is not anticipated to exceed three (3) years; however, the Department may extend the Contract to five (5) years. In addition, the Department may extend the Contract beyond five (5) years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address State or Federal programmatic or policy changes related to the Contract or to provide sufficient time to transition the Work.

## SECTION 2.0 TERMINOLOGY

### 2.1. ACRONYMS, ABBREVIATIONS AND OTHER TERMINOLOGY

2.1.1. Acronyms and abbreviations are defined at their first occurrence in this Request for Proposals (RFP). The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

2.1.1.1. BHO – Behavioral Health Organization. The managed care entity contracting with the Department to provide behavioral health services to Medicaid eligible individuals on a risk contracting basis (10 CCR 2505-10 §8.212.1).

2.1.1.2. Behavioral Consultant - An individual with either:

2.1.1.2.1. A Master's degree or higher in behavioral, social or health sciences or education and nationally certified as a "Board Certified Behavior Analyst" (BCBA), or certified by a similar nationally recognized organization with at least 2 years of direct-supervision experience developing and implementing behavioral support plans utilizing established approaches including Behavioral Analysis or Positive Behavioral Supports that are consistent with best practice and research on effectiveness for people with developmental disabilities.

2.1.1.2.2. A Baccalaureate degree or higher in behavioral, social or health sciences or education and be 1) certified as a "Board Certified Associate Behavior Analyst" (BCABA) or 2) be enrolled in a BCABA or BCBA certification program or completed a Positive Behavior Supports training program and 3) working under the supervision of a certified or licensed Behavioral Services Provider.

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

2.1.1.3.1. New Year's Day.

2.1.1.3.2. Martin Luther King, Jr. Day.

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

2.1.1.3.4. Memorial Day.

2.1.1.3.5. Independence Day.

2.1.1.3.6. Labor Day.

2.1.1.3.7. Columbus Day.

2.1.1.3.8. Veterans' Day.

2.1.1.3.9. Thanksgiving Day.

2.1.1.3.10. Christmas Day.

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

2.1.1.5. CHP+ - The Colorado Child Health Plan *Plus*.

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

2.1.1.7. Contract - The agreement that is entered into as a result of this solicitation.

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

2.1.1.9. CPI-U - The Consumer Price Index for All Urban Consumers published by the US Department of Labor, Bureau of Labor Statistics.

2.1.1.10. Colorado State Plan - A written statement that describes the purpose, nature, and scope of Colorado's Medical Assistance Program. The Plan is submitted to the CMS and assures that the program is administered consistently within specific requirements set forth in both the Social Security Act and the Code of Federal Regulations (CFR) in order for a state to be eligible for Federal Financial Participation (FFP) (10 CCR 2505-10§8.100.1).

2.1.1.11. Community Based Mobile Supports - Teams of highly trained individuals that have the capacity to intervene quickly, 24 hours a day 7 days a week, wherever the crisis is occurring, such as homes, emergency rooms, police stations, jails, outpatient mental health settings and schools.

2.1.1.12. Cross System Response - An integrated form of care that can be used to addresses individuals in crisis.

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

2.1.1.14. Developmental Disability - A disability that is manifested before the person reaches twenty-two (22) years of age, which constitutes a substantial disability to the affected individual, and is attributable to mental retardation or related conditions which include cerebral palsy, epilepsy, autism or other neurological conditions when such conditions result in either impairment of general intellectual functioning or adaptive behavior similar to that of a person with mental retardation.

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

2.1.1.16. Effective Date - The effective date defined in the Contract.

2.1.1.17. Follow up Services - Coordination of services which includes facilitating enrollment, locating, coordinating and monitoring needed HCBS waiver services, and coordinating with other non-waiver resources, including but not limited to psychiatric, medical, social, educational, and other resources to ensure an individual in the Pilot Services receives the right supports to mitigate future behavioral health crises.

2.1.1.18. Front Range - The geographic location in the State of Colorado that encompasses the eastern foothills of the Rocky Mountains and areas east of the Rocky Mountains.

2.1.1.19. HIPAA - The Health Insurance Portability and Accountability Act of 1996.

2.1.1.20. Home and Community Based Services (HCBS) Wavier Services - A program of services under the authority of Section 1915(c) of the Social Security Act that permits a state to waive certain Medicaid requirements in order to furnish an array of home and community-based services that promote community living for Medicaid beneficiaries and, thereby, avoid institutionalization. Waiver services complement and/or supplement the services that are available through the Medicaid State plan and other Federal, state and local public programs as well as the supports that families and communities provide to individuals.

2.1.1.21. In Home Therapeutic Support - A coordinated service team that will assist individuals with Intellectual Disabilities in a behavioral health crisis, along with their current Service Provider or main caretaker.

**Deleted:** Respite

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

2.1.1.23. Member - individuals who have both an intellectual or developmental disability and a mental health or behavioral disorder and who also require services not available through an existing Home and Community Based Services (HCBS) waiver or covered under the Colorado behavioral health care system.

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

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

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

2.1.1.27. PHI - Protected Health Information.

2.1.1.28. Pilot Project – the Pilot Project established by House Bill 15-1368 to provide crisis intervention, stabilization, and follow-up services to individuals who have both an intellectual or developmental disability and a mental health or behavioral disorder and who also require services not available through an existing Home and Community Based Services (HCBS) waiver or covered under the Colorado behavioral health care system.

2.1.1.29. Psychologist - A provider that meets the requirements to practice psychology as defined in Part 3 of Article 43 of Title 12 of the Colorado Revised Statutes. (10 CCR 2505-10 §8.200.1)

2.1.1.30. Psychiatrist - A provider that meets the requirements of Colorado Medical Board as a physician.

2.1.1.31. Region - A geographical area containing specific counties, within the State of Colorado, that is served by a Cross System Crisis Pilot Program.

2.1.1.32. Registered Nurse - A provider that meets the requirements of the Colorado Board of Nursing.

2.1.1.33. Rural – an area encompasses all population, housing and territory not included within an urban area. (2010 Census Urban and Rural Classification and Urban Area Criteria).

2.1.1.34. SFY - State Fiscal Year. The twelve (12) month period beginning on July 1st of a year and ending on June 30th of the following year.

2.1.1.35. Site-Based Therapeutic Support - A designated facility or a distinct part of a facility for short-term psychiatric care and treatment for individuals with an Intellectual Disability and a behavioral health concern.

**Deleted:** Respite

2.1.1.36. Social worker - A person who possesses an earned master's or bachelor's degree in social work from a social work education program accredited by the council on social work education, or a doctoral degree in social work from a doctoral program within a social work education program accredited by the council on social work education, and who is practicing within the scope of section 12-43-403. Clinical social work practice shall have the same meaning as social work practice as defined in section 12-43-403. Part 4, Article 43, Title 12 of the Colorado Revise Statutes.

2.1.1.37. Start-Up Period - The period from the Effective Date, until the Operational Start Date. At the Department's sole discretion, the Start-Up Period may occur concurrently with the Operational Start Date.

2.1.1.38. Subcontractor - Third-parties, if any, engaged by Contractor to aid in performance of its obligations under the Contract.

2.1.1.39. Urban - an area that is a densely developed territory, and encompass residential, commercial, and other non-residential urban land use with at least fifty thousand (50,000) or more people residing in the area (2010 Census Urban and Rural Classification and Urban Area Criteria).

2.1.1.40. Western Slope - T he geographic location within the State of Colorado incorporating the area west of the Continental Divide, including Garfield, Mesa, Delta, Montrose, Gunnison, Hinsdale, Ouray and San Miguel counties.

2.1.1.41. Work - The tasks and activities Contractor is required to perform to fulfill its obligations under the Contract, including the performance of any services and delivery of any goods.

## SECTION 3.0 BACKGROUND INFORMATION

### 3.1. THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING

3.1.1. The Department serves as the Medicaid Single State Agency. The Department develops and implements policy and financing for Medicaid and the Children's Health Insurance Program, called Child Health Plan Plus (CHP+) in Colorado, as well as a variety of other publicly funded health care programs for Colorado's low-income individuals, families, children, pregnant women, the elderly and people with disabilities. For more information about the Department, visit www.Colorado.gov/HCPF.

3.1.2. The Department is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

### 3.2. PROJECT BACKGROUND

3.2.1. In 2014, the University Center of Excellence on Developmental Disabilities at the University of Colorado School of Medicine, known as JFK Partners, completed a state wide study: *Analysis of Access to Mental Health Services for Individuals who have Dual Diagnoses of Intellectual and/or Developmental Disabilities (I/DD) and Mental and/or Behavioral Health Disorders* (Gap Analysis). The findings of this study showed that gaps exist in services for individuals with both an intellectual disability and a behavioral health issue. House Bill 15-1368 established the Cross-System Response for Behavioral Health Crises Pilot Project (Pilot) to help address the gaps in services identified in the Gap Analysis. The goal of the Pilot Project is to provide crisis intervention, stabilization, and follow-up services to individuals who have both an intellectual or developmental disability and a mental health or behavioral disorder and who also require services not available through an existing Home and Community Based Services (HCBS) waiver or covered under the Colorado behavioral health care system.

3.2.2. The Department is seeking a vendor to establish a Pilot Project in at least two (2) geographical significant regions of the state, to include the Front Range and the Western Slope.

3.2.3. The Pilot Project will provide supports to Members to obtain the additional necessary services, regardless of the appropriate payer.

**Deleted:** <#>The Department is seeking a vendor to establish a Pilot Project in two (2) geographical regions of the state: one must be a rural area and one must be an urban area.¶
Urban means an area that is a densely developed territory, and encompass residential, commercial, and other non-residential urban land use with at least fifty thousand (50,000) or more people residing in the area (2010 Census Urban and Rural Classification and Urban Area Criteria).¶
Rural encompasses all population, housing and territory not included within an urban area. (2010 Census Urban and Rural Classification and Urban Area Criteria).¶

## SECTION 4.0 OFFEROR'S EXPERIENCE

### 4.1. ORGANIZATIONAL EXPERIENCE

4.1.1. The Department has determined that it desires specific experience and skills for an Offeror to possess in order for the Offeror to be able to complete the Work efficiently while meeting the demands and deadlines of the Department.

4.1.2. The Department will evaluate the Offeror's experience pertaining to the following:

4.1.2.1. Experience within the last ten (10) years managing a program for persons with intellectual or developmental disabilities and/or for persons with a mental health or behavioral disorder.

**OFFEROR'S RESPONSE 1. Provide a detailed description of Offeror's organizational experience related to the Work. Specifically, address the Offeror's experience within the last ten (10) years managing a program for persons with intellectual or developmental disabilities and/or for persons with a mental health or behavioral disorder. For each Program listed, describe the type of work performed, the type of services provided for the individuals, and the dates of when the work was performed.**

## SECTION 5.0 STATEMENT OF WORK

### 5.1. CONTRACTOR'S GENERAL REQUIREMENTS

5.1.1. The Department will contract with only one (1) organization, the Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met.

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

5.1.3. The Contractor shall work cooperatively with key Department staff and, if applicable, the staff of other Department contractors or other State agencies 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 the Contractor and any other Department contractor, the Department will resolve the conflict and the Contractor shall abide by the resolution provided by the Department.

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

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

5.1.6. Deliverables

5.1.6.1. All deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each deliverable.

5.1.6.2. Each deliverable will follow the deliverable submission process as follows:

5.1.6.2.1. The Contractor shall submit each deliverable to the Department for review and approval.

5.1.6.2.2. The Department will review the deliverable and may direct the Contractor to make changes to the deliverable. The Contractor shall make all changes within five (5) Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.

5.1.6.2.2.1. Changes the Department may 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 that was left out of the deliverable.

5.1.6.2.2.2. The Department may also direct the Contractor to provide clarification or provide a walkthrough of each deliverable to assist the Department in its review. The Contractor shall provide the clarification or walkthrough as directed by the Department.

5.1.6.2.3. Once the Department has received an acceptable version of the deliverable, including all changes directed by the Department, the Department will notify the Contractor of its acceptance of the deliverable in writing. A deliverable shall not be deemed accepted prior to the Department's notice to the Contractor of its acceptance of that deliverable.

5.1.6.3. The Contractor shall employ an internal quality control process to ensure that all deliverables, documents and calculations are complete, accurate, easy to understand and of high quality. The Contractor shall provide deliverables that, at a minimum, are responsive to the specific requirements for that deliverable, organized into a logical order, contain no spelling or grammatical errors, are formatted uniformly and contain accurate information and correct calculations. The Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing deliverables for reference as directed by the Department.

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

5.1.6.5. 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.

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

5.1.6.7. If any deliverable contains ongoing responsibilities or requirements for the Contractor, such as deliverables that are plans, policies or procedures, then the Contractor shall comply with all requirements of the most recently approved version of that deliverable. The 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.

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

5.1.7. Stated Deliverables and Performance Standards

5.1.7.1. 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 deliverables. The sections with these headings are not intended to expand or limit the requirements or responsibilities related to any deliverable or performance standard.

5.1.8. Communication Requirements

5.1.8.1. Communication with the Department

5.1.8.1.1. The Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems. The Department currently uses Microsoft Office 2013 and/or Microsoft Office 365 for PC. If the Contractor uses a compatible program that is not the system used by the Department, then the Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.

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

5.1.8.1.2.1. The date the transmittal will be effective.

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

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

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

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

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

5.1.8.1.3.1. 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.

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

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

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

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

5.1.8.2. Communication with Members, Providers and Other Entities

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

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

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

5.1.8.2.1.3. 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.

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

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

5.1.8.2.1.5.1. 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.

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

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

5.1.8.2.2. The Contractor shall deliver the Communication Plan to the Department for review and approval.

5.1.8.2.2.1. DELIVERABLE: Communication Plan

5.1.8.2.2.2. DUE: Within ten (10) Business Days after the Effective Date

5.1.8.2.3. The Contractor shall review its Communication Plan on an annual basis and determine if any changes are required to account for any changes in the Work, in the Department's processes and procedures or in the Contractor's processes and procedures. The Contractor shall submit an Annual Communication Plan Update that contains all changes from the most recently approved prior Communication Plan, Annual Communication Plan Update or Interim Communication Plan Update or shall note that there were no changes.

5.1.8.2.3.1. DELIVERABLE: Annual Communication Plan Update

5.1.8.2.3.2. DUE: Annually, by June 30th of each year

5.1.8.2.4. The Department may request a change to the Communication Plan at any time to account for any changes in the Work, in the Department's processes and procedures or in the Contractor's processes and procedures, or to address any communication related deficiencies determined by the Department. The Contractor shall modify the Communication Plan as directed by the Department and submit an Interim Communication Plan Update containing all changes directed by the Department.

5.1.8.2.4.1. DELIVERABLE: Interim Communication Plan Update

5.1.8.2.4.2. DUE: Within ten (10) Business Days following the receipt of the request from the Department, unless the Department allows for a longer time in writing

5.1.8.2.5. The Contractor shall not engage in any non-routine communication with any Member, any Provider, the media or the public without the prior written consent of the Department.

5.1.9. Business Continuity

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

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

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

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

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

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

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

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

5.1.9.2. The Contractor shall deliver the Business Continuity Plan to the Department for review and approval.

5.1.9.2.1. DELIVERABLE: Business Continuity Plan

5.1.9.2.2. DUE: Within ten (10) Business days after the Effective Date

5.1.9.3. The Contractor shall review its Business Continuity Plan at least semi-annually and update the plan as appropriate to account for any changes in the Contractor's processes, procedures or circumstances. The Contractor shall submit an Updated Business Continuity Plan that contains all changes from the most recently approved prior Business Continuity Plan or Updated Business Continuity Plan or shall note that there were no changes.

5.1.9.3.1. DELIVERABLE: Updated Business Continuity Plan

5.1.9.3.2. DUE: Semi-annually, by June 30th and December 31st of each year

5.1.9.4. In the event of any Business Interruption, the Contractor shall implement its most recently approved Business Continuity Plan or Updated Business Continuity Plan immediately after the Contractor becomes aware of the Business Interruption. In that event, the Contractor shall comply with all requirements, deliverables, timelines and milestones contained in the implemented plan.

5.1.10. Federal Financial Participation Related Intellectual Property Ownership

5.1.10.1. In addition to the intellectual property ownership rights in the Contract, the following subsections describe the intellectual property ownership requirements that the Contractor shall meet during the term of the Contract in relation to federal financial participation.

5.1.10.2. To facilitate obtaining the desired amount of federal financial participation under 42 CFR §433.112, the Department shall have all ownership rights, not superseded by other licensing restrictions, in all materials, programs, procedures, etc., designed, purchased, or developed by the Contractor and funded by the Department. The Contractor shall use contract funds to develop all necessary materials, programs, products, procedures, etc., and data and software to fulfill its obligations under the Contract. Department funding used in the development of these materials, programs, procedures, etc. shall be documented by the Contractor. The Department shall have all ownership rights in data and software, or modifications thereof and associated documentation and procedures designed and developed to produce any systems, programs reports and documentation and all other work products or documents created under the Contract. The Department shall have these ownership rights, regardless of whether the work product was developed by the Contractor or any Subcontractor for work product created in the performance of this Contract. The Department reserves, on behalf of itself, the Federal Department of Health and Human Services and its contractors, a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such software, modifications, documentation and procedures. Such data and software includes, but is not limited to, the following:

5.1.10.2.1. All computer software and programs, which have been designed or developed for the Department, or acquired by the Contractor on behalf of the Department, which are used in performance of the Contract.

5.1.10.2.2. All internal system software and programs developed by the Contractor or subcontractor, including all source codes, which result from the performance of the Contract; excluding commercial software packages purchased under the Contractor's own license.

5.1.10.2.3. All necessary data files.

5.1.10.2.4. User and operation manuals and other documentation.

5.1.10.2.5. System and program documentation in the form specified by the Department.

5.1.10.2.6. Training materials developed for Department staff, agents or designated representatives in the operation and maintenance of this software.

5.1.11. Performance Reviews

5.1.11.1. The Department may conduct performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.

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

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

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

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

5.1.12. Renewal Options and Extensions

5.1.12.1. 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.

5.1.12.2. The Parties may amend the Contract to extend beyond three (3) 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.

5.1.12.2.1. In the event that the Contract is extended beyond three (3) years, the annual maximum compensation for the Contract in any of those additional years shall not exceed the Contract maximum amount for the prior State Fiscal Year (SFY) plus the annual percent increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder-Greeley metropolitan area for the calendar year ending during that prior SFY. If the CPI-U for Denver-Boulder-Greeley is for some reason not available as specified in this subsection, the increase shall be equal to the percent increase in the CPI-U (U.S.) for the same period.

5.1.12.2.2. The limitation on the annual maximum compensation in section 5.1.12.2.1 shall not include increases made specifically as compensation for additional work added to the Contract.

5.1.13. Department System Access

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

**5.2. CONTRACTOR PERSONNEL**

5.2.1. Personnel General Requirements

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

5.2.1.1.1. The Contractor shall provide the Department with a final list of individuals assigned to the Contract.

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

5.2.1.1.1.2. DUE: Within five (5) Business Days following the Effective Date

5.2.1.1.2. The Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.

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

5.2.1.1.2.2. DUE: Within five (5) Business Days following the Department's request for an update

5.2.1.2. The Contractor shall obtain written approval from the Department for individuals proposed for assignment to Key Personnel positions prior to those individuals beginning the performance of any Work under the Contract.

5.2.1.3. The Contractor shall not voluntarily change individuals in Key Personnel positions without the prior written approval of the Department. The Contractor shall supply the Department with the name(s), resume and references for any proposed replacement whenever there is a change to Key Personnel. Any individual replacing Key Personnel shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.

5.2.1.3.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position during a voluntary change

5.2.1.3.2. DUE: At least five (5) Business Days prior to the change in Key Personnel

5.2.1.4. In the event that any individual filling a Key Personnel position leaves employment with the Contractor, the Contractor shall propose a replacement person to the Department. The replacement person shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.

5.2.1.4.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position who leaves employment with the Contractor

5.2.1.4.2. DUE: Within ten (10) Business Days following the Contractor's receipt of notice that the person is leaving employment.

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

5.2.1.5.1. DELIVERABLE: All current professional licensure and certification documentation as specified for Key Personnel or Other Personnel

5.2.1.5.2. DUE: Within five (5) Business Days of receipt of updated licensure or upon request by the Department

5.2.2. Personnel Availability

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

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

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

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

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

5.2.2.6. The Contractor shall respond to all telephone calls, voicemails and emails from the Department within one (1) Business Day of receipt by the Contractor.

5.2.3. Key Personnel

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

5.2.3.1.1. Project Lead

5.2.3.1.1.1. The Project Lead shall have the following qualifications:

5.2.3.1.1.1.1. One years' experience managing a program for persons with intellectual or developmental disabilities and/or for persons with a mental health or behavioral disorder.

5.2.3.1.1.1.2. One years' experience monitoring project phases in accordance with work plans and timelines and ensuring completion of all contractual work.

5.2.3.1.1.2. The Project Lead shall be responsible for all of the following:

5.2.3.1.1.2.1. Monitoring all phases of the project in accordance with work plans or timelines or as determined between the Contractor and the Department.

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

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

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

5.2.4. Other Personnel Responsibilities

5.2.4.1. The Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of the Contract. In the event that the Department has determined that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of the Contract, the Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of the Contract at no additional cost to the Department.

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

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

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

**Deleted:** <#>The Contractor shall not subcontract more than forty percent (40%) of the Work.¶

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

5.2.4.3.1.2. DUE: The later of thirty (30) days prior to the Subcontractor beginning work or the Effective Date

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

**OFFEROR'S RESPONSE 2. Provide a detailed explanation of how the Offeror will provide sufficient personnel to perform the Work, including all of the following:**

**a. How the Offeror will provide Key Personnel that meets or exceeds the requirements contained in this RFP.**

**b. How the Offeror will provide and train all Other Personnel so that the Work is completed accurately and in a timely manner. Additionally, include a listing of the position titles for each position related to the Contract, the general responsibilities of that position, the number of individuals filling that position and the numbers of hours each week the position will be dedicated to the Work.**

**c. A plan for how the Offeror will replace all Key Personnel and Other Personnel so that the transition between personnel does not impact the ability of the Contractor to complete the Work.**

**d. If the Offeror intends to use a Subcontractor, the Offeror shall provide a description of how the Offeror will use Subcontractors and the portions of the Work that will be completed by each Subcontractor. This description shall also include the anticipated positions provided by the Subcontractor and the roles of those positions, as well as a plan for how the Offeror will manage the Subcontractor and all Subcontractor personnel to ensure that the portions of the Work assigned to the Subcontractor will be completed accurately and in a timely manner.**

**5.3. CROSS-SYSTEM RESPONSE**

5.3.1. The Contractor shall collaborate with the Colorado Crisis Response System and coordinate services with the current Colorado Crisis Response System staff.

5.3.1.1. The Contractor may conduct such collaboration by doing one of the following:

5.3.1.1.1. Co-locating with the Colorado Crisis Response System in order to collaborate with the current staff.

5.3.1.1.2. Be located in a different location and travel to the Colorado Crisis Response System weekly.

5.3.1.2. The Contractor shall:

5.3.1.2.1. Utilize the Colorado Crisis Response System toll-free hotline.

5.3.2. The Contractor shall create a Collaboration Plan that includes, but is not limited to, the following:

5.3.2.1. How the Contractor will collaborate with the Colorado Crisis Response System to identify Clients with intellectual and developmental disabilities who are in behavioral crisis.

5.3.2.2. How the Contractor will support the Colorado Crisis Response System in its expansion to include Clients with intellectual and developmental disabilities.

5.3.2.3. The Contractor's plan for either co-locating with the Colorado Crisis Response System or its location and plan for collaborating from a different location.

5.3.2.4. The Contractor's plan for utilizing the Colorado Crisis Response System's toll-free hotline.

5.3.3. The Contractor shall submit the Collaboration Plan to the Department.

5.3.3.1. DELIVERABLE: Collaboration Plan

5.3.3.2. DUE: Within ten (10) Business Days of the Effective Date

5.3.4. The Contractor shall update the Collaboration Plan annually. The Updated Collaboration Plan shall include:

5.3.4.1. How the Contractor will collaborate with the Colorado Crisis Response System to identify Clients with intellectual and developmental disabilities who are in behavioral crisis.

5.3.4.2. How the Contractor will support the Colorado Crisis Response System in its expansion to include Clients with intellectual and developmental disabilities.

**Deleted:** The Contractor shall work collaboratively with the current contractor for the Colorado Crisis Response System.

**Deleted:** co-locate at least one (1) site with the Colorado Crisis Response System and coordinate services with the current Colorado Crisis Response System staff.

5.3.4.3. The Contractor's plan for either co-locating with the Colorado Crisis Response System or its location and plan for collaborating from a different location.

5.3.4.4. The Contractor's plan for utilizing the Colorado Crisis Response System's toll-free hotline.

5.3.4.5. An explanation for any changes.

5.3.4.6. A summary of how the collaboration with the Colorado Crisis Response System has worked in the past year, including any issues that made the collaboration difficult.

5.3.5. The Contractor shall submit the Updated Collaboration Plan to the Department.

5.3.5.1. DELIVERABLE: Updated Collaboration Plan

5.3.5.2. DUE: Annually, by June 15th

5.3.6. The Contractor shall employ a cross-system response that will include timely crisis intervention to meet the needs of Members. The Cross-System Response shall include the following:

5.3.6.1. Community based mobile support.

5.3.6.2. Stabilization.

5.3.6.3. Evaluation.

5.3.6.4. Treatment.

5.3.6.5. In-Home therapeutic support.

5.3.6.6. Site-based therapeutic support.

5.3.6.7. Follow-up services.

5.3.7. The Contractor shall enter into cooperative agreements with Providers, that include, but are not limited to, the following:

5.3.7.1. Colorado Crisis Services.

5.3.7.2. Medicaid state plan services.

5.3.7.3. Medicaid School-Based Health Services.

5.3.7.4. Home and Community-Based Waiver Services.

5.3.7.5. Capitated mental health system.

5.3.8. The Contractor shall identify and develop cooperative agreements with other community service providers, health care professionals and organizations whose specialization may be utilized in the treatment of individuals served in the Pilot Project.

5.3.9. The Contractor shall ensure that community service providers are only billing the Pilot Project for services that are un-reimbursable by private insurance, Medicaid or Medicare.

5.3.9.1. The Contractor shall create and submit to the Department a Reimbursement Plan that describes how community service providers will be reimbursed once the Pilot Project funds have been depleted.

5.3.9.1.1. DELIVERABLE: Reimbursement Plan

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5.3.9.1.2. DUE: Within ten (10) Business Days of the Operational Start Date

5.3.10. The Contractor shall provide a Best Practices Report to the Department identifying and suggesting methods for establishing best practices that can be duplicated throughout the state.

5.3.10.1. DELIVERABLE: Best Practices Report

5.3.10.2. DUE: Annually, by June 15th

**OFFEROR'S RESPONSE 3. Provide a draft Collaboration Plan.**

**5.4. PILOT PROJECT REGIONS**

5.4.1. The Contractor shall conduct the Pilot Project in multiple geographically Regions of the state, to include the Front Range and the Western Slope.

5.4.2. The Contractor shall create a Pilot Project Region Report that shall include, but not be limited to, the following:

5.4.2.1. The name of the regions selected for the Pilot Project.

5.4.2.2. The names of Behavioral Consultants in each region that the Contractor may work with for the Pilot Project. The Contractor shall include Behavioral Consultants for each of the following:

5.4.2.2.1. Medicaid School Based Health Services.

5.4.2.2.2. Home and Community Based Waiver Services.

5.4.2.2.3. Capitated Mental Health Systems, also known as Community Mental Health Services Program.

5.4.2.2.4. A program that is managed by the Behavioral Health Organizations (BHOs).

5.4.2.2.5. Colorado State Plan Services.

5.4.3. The Contractor shall submit the Pilot Project Region Report to the Department.

5.4.3.1. DELIVERABLE: Pilot Project Region Report

5.4.3.2. DUE: Within thirty (30) days after the Effective Date

**OFFEROR'S RESPONSE 4. Provide the number of geographically representative Regions, their names and location that the Offeror would focus on for the Pilot Project. In addition, explain why the Offeror proposes to focus the Pilot Project in those geographically representative Regions.**

**5.5. ASSESSMENTS OF I/DD MEMBERS**

5.5.1. The Contractor shall perform assessments of Members by phone and in-person.

5.5.2. The Contractor shall ensure that its staff is trained to perform in-person and over the phone assessments and that it makes its trainings available to Colorado Crisis Service staff.

**Deleted:** select one (1) Urban and one (1) rural region in which it shall conduct the Pilot Project. The Contractor shall select regions that meet the following requirements:

**Deleted:** <#>¶
An Urban region:¶
Is densely developed territory.¶
Encompass residential, commercial, and other non-residential urban land use. ¶
Has at least fifty thousand (50,000) or more people residing in the area.¶
A Rural region:¶
Encompasses all population, housing and territory not included within an urban area. ¶

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**Deleted:** and the name of the rural region

**Deleted:** of the Urban and Rural region

**Deleted:** Explain how each region meets the definition of a Rural and Urban area.

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5.5.3. The Contractor shall create a Colorado Crisis Services Training Plan that includes, but is not limited to:

5.5.3.1. How often the trainings will be offered.

5.5.3.2. Which staff members are required to be trained.

5.5.3.3. The information to be included in the trainings.

5.5.3.4. How soon after being hired a staff member must have taken the training.

5.5.4. The Contractor shall submit the Colorado Crisis Services Training Plan to the Department.

5.5.4.1. DELIVERABLE: Colorado Crisis Services Training Plan

5.5.4.2. DUE: Forty-five (45) days after the Effective Date

**OFFEROR'S RESPONSE 5. Provide a Draft Colorado Crisis Services Training Plan.**

**5.6. IN-HOME THERAPEUTIC SUPPORT**

Deleted: RESPITE

5.6.1. The Contractor shall create an In-Home Therapeutic Support Team that shall assist individuals with Intellectual Disabilities deal with behavioral health crisis.

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5.6.1.1. The Contractor shall ensure that the In-Home Therapeutic Respite Team is be staffed by qualified and trained professionals, certified as either a Therapist, Psychologist or a Behavioral Consultant, in accordance with the State of Colorado licensing requirements.

5.6.2. The Contractor shall create an In-Home Therapeutic Support Plan for how it shall implement strategies to prevent further escalation of a crisis being dealt with by Members with Intellectual Disabilities. The Contractor's In-Home Therapeutic Respite Plan shall include, but not be limited to:

Deleted: Respite

5.6.2.1. A plan for how the In-Home Therapeutic Support Team will coordinate with Member's current Service Providers or main caretakers to advance the goal of preventing further escalation of the Member's crisis.

Deleted: Respite

5.6.2.2. A list of follow up services that will be provided to I/DD individuals in behavioral crisis via the In-Home Therapeutic Support that will lessen the risk of future crisis. Follow up services may include:

Deleted: Respite

5.6.2.2.1. Tracking individuals in the Pilot Project after the stabilization of the precipitating crisis to ensure that the identified issues causing the crisis situation continue to be addressed.

5.6.2.3. A description of how the Contractor shall ensure that the follow up services for each Member will be identified and how the Contractor shall ensure that follow-up appointments are made for Members and kept by Members.

5.6.3. The Contractor shall submit the In-Home Therapeutic Support Plan to the Department.

Deleted: Respite

5.6.3.1. DELIVERABLE: In-Home Therapeutic Support Plan

Deleted: Respite

5.6.3.2. DUE: Forty-five (45) days after the Effective Date

**OFFEROR'S RESPONSE 6. Provide a list of the proposed In-Home Therapeutic Support Team members with current licensing information for each including the type of license the proposed team member possesses and the licenses' expiration date.**

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**OFFEROR'S RESPONSE 7. Provide a detailed description of how the In-Home Therapeutic Support Team will operate.**

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**OFFEROR'S RESPONSE 8. Provide a detailed description of how the In-Home Therapeutic Support Team will assure that follow-up appointments are monitored and met.**

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**OFFEROR'S RESPONSE 9. Provide a detailed description of how the Offeror would coordinate with Members' current Service Providers and main caretakers.**

**5.7. SITE-BASED THERAPEUTIC SUPPORT**

Deleted: RESPITE

5.7.1. The Contractor shall provide Site-Based Therapeutic Support that shall be provided at a designated facility or a distinct part of a facility for short-term psychiatric care and treatment for I/DD Members.

Deleted: Respite

5.7.1.1. The Contractor shall ensure that the site provides a twenty-four (24) hour therapeutically-planned and professionally staffed environment for I/DD Members with a behavioral health issues who do not require in-patient hospital services but require intensive and individualized services such as crisis management, step down from a more restrictive environment, such as hospitalization, and stabilization services that are not available on an outpatient basis in the region selected.

5.7.2. The Contractor shall create a Site-Based Therapeutic Support Plan that shall include, but not be limited to, the following:

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5.7.2.1. The site selected as the Therapeutic Support facility.

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5.7.2.2. Whether the selected facility has locked locations and how the facility will perform the Site-Based Therapeutic Support.

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5.7.2.3. The staffing of the facility and how this staff will assure proper treatment for Members.

5.7.2.4. A detailed description how the facility staff will provide the following services:

5.7.2.4.1. Crisis Management.

5.7.2.4.2. Step Down from a more restrictive environment.

5.7.2.4.3. Stabilization services.

5.7.3. The Contractor shall submit the Site-Based Therapeutic Support Plan to the Department.

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5.7.3.1. DELIVERABLE: Site-Based Therapeutic Support Plan

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5.7.3.2. DUE: Forty-five (45) days after the Effective Date

**OFFEROR'S RESPONSE 10. Provide a Draft Site-Based Therapeutic Support Plan.**

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## 5.8. COMMUNITY BASED MOBILE SUPPORT TEAMS

5.8.1. The Contractor shall provide Community Based Mobile Support Teams of trained individuals that have the capacity to intervene quickly, twenty-four (24) hours a day, seven (7) days a week when a crisis is occurring with an I/DD Member with a behavioral crisis. The Contractor shall ensure that the Community Based Mobile Support Teams are able to provide services in:

5.8.1.1. Member homes.

5.8.1.2. Emergency rooms.

5.8.1.3. Police stations.

5.8.1.4. Jails.

5.8.1.5. Outpatient mental health clinics.

5.8.1.6. Schools.

5.8.1.7. Colorado Crisis Services Walk-in Centers

5.8.1.8. Anywhere an Individuals works, lives or is receiving services in their community.

5.8.2. The Contractor shall ensure that each team is led by at least one (1) Certified Therapist, Psychologist or Behavioral Services Specialist who is properly licensed.

5.8.3. The Contractor shall ensure that each team coordinates with local police departments, schools, Colorado Crisis Services, hospital and emergencies rooms to provide services.

5.8.4. The Contractor shall ensure that the Community Based Mobile Supports is staffed by qualified and trained professionals.

5.8.4.1. The Contractor shall ensure that each team is led by at least one (1) certified Therapist, Psychologist, or a Behavioral Support Specialist who is licensed in accordance with the State of Colorado licensing requirements.

5.8.5. The Contractor shall create a Community Based Mobile Support Team Report that includes, but is not limited to, the following:

5.8.5.1. How the team will be staffed twenty-four (24) hours a day, seven (7) days a week.

5.8.5.2. Descriptions of the staff that are assigned to each team.

5.8.5.3. Licensing information on all members of the team, as applicable.

5.8.5.4. A detailed description of how the Contractor will interface with police departments, schools, hospitals, emergency rooms and Colorado Crisis Services to be advised when a crisis is occurring and how the communication will occur.

5.8.6. The Contractor shall submit the Community Based Mobile Support Team Report to the Department.

5.8.6.1. DELIVERABLE: Community Based Mobile Support Team Report

5.8.6.2. DUE: Within forty-five (45) days after the Effective Date

5.8.7. The Contractor shall ensure that the Community Based Mobile Support Teams serve anyone who is believed to have an Intellectual Disability and is in a behavioral crisis situation, regardless of their ability to pay.

**OFFEROR'S RESPONSE 11. Provide a Draft Community Based Mobile Support Team Report.**

**5.9. FOLLOW-UP SERVICES PLAN**

**Deleted:** HOME AND COMMUNITY BASED SERVICES (HCBS) WAIVER SERVICES ENROLLMENT

5.9.1. The Contractor shall provide coordination of services to facilitate enrollment of Members into and monitoring of HCBS waiver services, if applicable.

5.9.2. The Contractor shall coordinate with non-Medicaid services to ensure that I/DD individuals receive the appropriate support to mitigate future behavioral crises. The Contractor shall, at a minimum, work with the following groups:

5.9.2.1. Psychiatric Resources.

5.9.2.2. Medical Resources.

5.9.2.3. Social Resources.

5.9.2.4. Educational Resources.

5.9.3. The Contractor shall be responsible for billing insurance carriers and/or Medicare for all non-Medicaid services that the Contractor provides.

5.9.4. The Contractor shall monitor individuals it has assisted as part of the Pilot Project after the stabilization of the crisis to assure that the crisis causing issues continue to be addressed.

5.9.4.1. The Contractor shall monitor and offer services and support to I/DD individuals it assisted as part of the Pilot Project until such time as alternative supports and services can be identified and treatment can be established. The Contractor shall ensure that services are in place before an individual is discharged from the Pilot Project.

5.9.5. The Contractor shall create a Follow-up Process that includes, but is not limited to:

**Deleted:** for the HCBS Waiver Services Enrollment

5.9.5.1. A description of the follow-up process the Contractor will implement and use to assure that I/DD individuals are receiving the follow-up care necessary to avoid a future crisis.

5.9.5.2. A description of follow-up services that are available to be used including medical, social, education and psychiatric resources.

5.9.6. The Contractor shall deliver the Follow-up Process to the Department.

5.9.6.1. DELIVERABLE: Follow-up Process

5.9.6.2. DUE: Forty-five (45) days after Effective Date

**OFFEROR'S RESPONSE 12. Provide a detailed description of how the Contractor will assure that follow-up appointments are monitored and met.**

**Deleted:** HCBS Waiver Services

**5.10. SERVICE GAP DATA COLLECTION**

5.10.1. The Contractor shall collect data annually to determine where service gaps exist and to recommend solutions to eliminate the gaps.

5.10.2. The Contractor shall collect data on the following:

5.10.2.1. All individuals participating in the Pilot Project and receiving services.

5.10.2.2. The support and services provided to each individual.

5.10.2.3. The cost of each service provided to each individual.

5.10.2.4. The date on which each individuals crisis situation stabilized

5.10.2.5. The follow-up care each individual required after the initial crisis situation was resolved, regardless of whether the services were utilized.

5.10.2.6. The delivery system for services.

5.10.2.7. Payments made to other service Providers because service was not reimbursable through Medicaid, Medicare or a third parity insurer.

5.10.2.8. What system reimbursed each service.

5.10.3. The Contractor shall analyze the data collected and shall create a Service Gaps Report that includes, but is not limited to the following:

5.10.3.1. Where service gaps exist.

5.10.3.2. Recommendations for solutions to eliminate those gaps.

5.10.4. The Contractor shall submit the Service Gaps Report to the Department.

5.10.4.1. DELIVERABLE: Service Gaps Report

5.10.4.2. DUE: Annually, by May 1st

5.10.5. The Contractor shall create a Cost Report that includes data that shows the cost of providing crisis services throughout Colorado and the Contractor shall submit the Cost Report to the Department annually.

5.10.5.1. DELIVERBALE: Cost Report

5.10.5.2. DUE: Annually, by May 1st

5.10.6. The Contractor shall create and submit to the Department a Systemic Structural Changes Report that includes data showing what barriers Members face when trying to access behavioral services and recommendations to eliminate these service gaps for Members.

5.10.6.1. DELIVERABLE: Systemic Structural Changes Report

5.10.6.2. DUE: Annually, by May 1st

5.10.7. The Contractor shall work with the Department to present the data gathered by the Contractor to the General Assembly on May 1st of each year.

**OFFEROR'S RESPONSE 13. Provide a detailed description of how the data required in Section 5.9 will be collected.**

**Deleted:** <#>need to be removed from existing regulatory or procedural rules to authorize the use of public funds across systems such as the Medicaid state plan, Home and Community Based Services waivers, the Capitated Mental Health Care System managed by the Behavioral Health Organizations (BHO), the Colorado Behavioral Health Crisis Response System, Primary Care Physicians, hospitals and emergency departments.¶

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**OFFEROR'S RESPONSE 14. Provide a detailed description of how the Offeror will suggest changes that may be required to provide better services to I/DD Members in crisis.**

**5.11. REPORTING REQUIREMENTS**

5.11.1. The Contractor shall provide all reports listed in this section in the format directed by the Department and containing the information requested by the Department.

5.11.2. Administrative Reporting

5.11.2.1. The Contractor shall provide a Reimbursement Report to the Department, monthly. The Report shall include all of the following:

5.11.2.1.1. A list of all services provided to individuals that were reimbursed through a third party insurer or private insurance and the amounts the Contractor or community service providers were reimbursed for.

5.11.2.1.2. A list of all services provided and reimbursed by Medicaid and Medicare and the amounts the Contractor or community service providers were reimbursed for.

5.11.2.1.3. Other services that Community Service providers submitted to the Contractor for reimbursement, due to it not being reimbursable by other funding sources.

5.11.2.1.4. Analysis of unduplicated services and why the services were un-reimbursable.

5.11.2.1.4.1. DELIVERABLE: Reimbursement Report

5.11.2.1.4.2. DUE: Within ten (10) Business Days following the month the report covers

**5.12. START-UP AND CLOSEOUT PERIODS**

5.12.1. The Contract shall have a Start-Up Period and a Closeout Period.

5.12.1.1. The Start-Up Period shall begin on the Effective Date. At the Department's sole discretion, the Start-Up Period may occur concurrently with the Operational Start Date.

5.12.1.2. The Closeout Period shall begin on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by the Department of non-renewal. The Closeout Period shall end 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.

5.12.1.2.1. This Closeout Period may extend past the termination of the Contract and the requirements of the Closeout Period shall survive termination of the Contract.

5.12.2. Start-Up Period

5.12.2.1. During the Start-Up Period, the Contractor shall complete all of the following:

5.12.2.1.1. Create a Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for the Contractor to complete its obligations under the Contract.

5.12.2.1.1.1. DELIVERABLE: Policies and Procedure Manual

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5.12.2.1.1.2. DUE: The later of the Effective Date or thirty (30) days prior to the Operational Start Date

5.12.2.1.2. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department. The Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a timely manner that allows the Department to review and approve those documents prior to end of the Start-Up Period.

5.12.2.1.3. Create and implement the Business Continuity Plan described in Section 5.1.9.

5.12.2.1.4. Create and implement the Communication Plan described in Section 3.1.8.2.1.

5.12.2.1.5. Create and implement the Start-Up Plan described in Section 5.11.4.1.

5.12.2.1.6. Complete all steps, deliverables and milestones contained in the Department-approved Start-Up Plan.

5.12.2.2. The Contractor shall provide weekly updates, to the Department, throughout the Start-Up Period, that show the Contractor's status toward meeting the timelines and milestones described in the Department-approved Start-Up Plan.

5.12.2.3. The Contractor shall ensure that all requirements of the Start-Up Period are complete by the deadlines contained in the Department-approved Start-Up Plan and that the Contractor is ready to perform all Work by the Operational Start Date.

5.12.3. Closeout Period

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

5.12.3.1.1. Implement the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department, as described in Section 5.11.4.2 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.

5.12.3.1.2. 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.

5.12.3.1.3. 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.

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

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

5.12.3.1.5.1. DELIVERABLE: Member Notifications

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

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

5.12.3.1.6.1. DELIVERABLE: Provider Notifications

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

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

5.12.3.2. The Department will perform a closeout review to ensure that the Contractor has completed all requirements of the Closeout Period. In the event that the 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.

5.12.4. Start-Up and Closeout Planning

5.12.4.1. Start-Up Plan

5.12.4.1.1. During the Start-Up Period, the Contractor shall create a Start-Up Plan that contains, at a minimum, all of the following:

5.12.4.1.1.1. A description of all steps, timelines, milestones and deliverables necessary for the Contractor to be fully able to perform all Work by the Operational Start Date.

5.12.4.1.1.2. A listing of all personnel involved in the start-up and what aspect of the start-up they are responsible for.

5.12.4.1.1.3. An operational readiness review for the Department to determine if the Contractor is ready to begin performance of all Work.

5.12.4.1.1.4. The risks associated with the start-up and a plan to mitigate those risks.

5.12.4.1.2. The Contractor shall deliver the Start-Up Plan to the Department for review and approval.

5.12.4.1.2.1. DELIVERABLE: Start-Up Plan

5.12.4.1.2.2. DUE: Within five (5) Business Days after the Effective Date

5.12.4.2. Closeout Plan

5.12.4.2.1. The Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones and deliverables necessary to fully transition the services described in the Contract from the Contractor to the Department to another contractor selected by the Department to be the Crisis Center Pilot contractor after the termination of the Contract. The Closeout Plan shall also designate an individual to act as a closeout coordinator, who will ensure that all requirements, steps, timelines, milestones and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on Members and the Department. The Contractor shall deliver the Closeout Plan to the Department for review and approval.

5.12.4.2.1.1. DELIVERABLE: Closeout Plan

5.12.4.2.1.2. DUE: Thirty (30) days following the Effective Date

5.12.4.2.2. The Contractor shall update the Closeout Plan, at least annually, to include any technical, procedural or other changes that impact any steps, timelines or milestones contained in the Closeout Plan, and deliver this Closeout Plan Update to the Department for review and approval.

5.12.4.2.2.1. DELIVERABLE: Closeout Plan Update

5.12.4.2.2.2. DUE: Annually, by June 30th of each year

## SECTION 6.0 COMPENSATION AND INVOICING

### 6.1. COMPENSATION

6.1.1. The Contractor shall utilize Medicaid and/or private insurance reimbursement for all services rendered to the individual when applicable as the main source of funding for the Pilot. There has also been established a Fund to cover costs that are not reimbursable through Medicaid and/or private insurance.

6.1.2. Non-Reimbursable Funds

6.1.2.1. The Contractor shall not receive any reimbursement over the total allocations listed below even if the Contractor's actual costs exceeds these amounts. In the event that the Contractor's costs exceed the total allocations listed below, the Contractor shall continue to provide services to individuals seeking services during the remainder of the fiscal year regardless of compensation.

6.1.2.2. SFY 2015-16:

6.1.2.2.1. For the first year of the Contract there is a total allocation of one million four hundred ninety five thousand dollars ($1,495,000.00).

6.1.2.2.1.1. The Contractor shall use SFY 2015-16 funds to pay the following:

6.1.2.2.1.1.1. Administrative Support that may include, but is not limited to, all of the following:

6.1.2.2.1.1.1.1. Start-up costs.

6.1.2.2.1.1.1.2. Pilot Coordinator salary.

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**Deleted:** 397,000.00

**Deleted:** per region for a total of seven hundred ninety four thousand dollars ($794,000.00)

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**Deleted:** <#>Startup Costs not to exceed twelve thousand five hundred dollars ($12,500.00) per region.¶

**Deleted:** <#>not to exceed three hundred and eighty four thousand five hundred dollars ($384,500.00) per region. Administrative costs

**Deleted:** <#>Unreimbursed medical costs.¶
Allocated costs for facilities, computers and supplies, utilities and insurance.¶
Food.¶
Medical supplies, not covered by Medicaid, Medicare or insurance for people with medically complex needs.¶
Personnel costs for on-call services.¶
Billing services.¶
Contract management services.¶
Mileage for employees.

6.1.2.2.1.1.1.3. Administrative support salaries.

6.1.2.2.1.1.1.4. Facility maintenance, rent and supplies.

6.1.2.2.1.1.2. Program Services that may include, but is not limited to, all of the following:

6.1.2.2.1.1.2.1. Services of Medical and Behavioral Service Providers.

6.1.2.2.1.1.2.2. Services of Direct Service Providers.

6.1.2.2.1.1.2.3. Medical supplies, not covered by Medicaid, Medicare or insurance for individuals in the Pilot program.

6.1.2.2.1.1.2.4. Emergency medical supplies, such as emergency medications and automated external defibrillators (AEDs).

6.1.2.2.1.1.3. Reimbursements that may include, but are not limited to, the following:

6.1.2.2.1.1.3.1. Payments to Community Service Providers for uncompensated services.

6.1.2.3. SFY 2016-17 and SFY 2017-18:

6.1.2.3.1. For the second and third year of the Contract there is a total allocation of six hundred forty five thousand dollars ($645,000.00) per year.

6.1.2.3.1.1. The Contractor shall use SFY 2016-17 and SFY 2017-18 funds to pay the following:

6.1.2.3.1.1.1. Administrative Support that may include, but is not limited to, all of the following:

6.1.2.3.1.1.1.1. Pilot Coordinator salary.

6.1.2.3.1.1.1.2. Administrative support salaries.

6.1.2.3.1.1.1.3. Facility maintenance, rent and supplies.

6.1.2.3.1.1.2. Administrative Support costs shall not exceed twenty percent (20%) of the total allocation for the year.

6.1.2.3.1.1.3. Program Services that may include, but is not limited to, all of the following:

6.1.2.3.1.1.3.1. Services of Medical and Behavioral Service Providers.

6.1.2.3.1.1.3.2. Services of Direct Service Providers.

6.1.2.3.1.1.3.3. Medical supplies, not covered by Medicaid, Medicare or insurance for individuals in the Pilot program.

6.1.2.3.1.1.3.4. Emergency medical supplies, such as emergency medications and automated external defibrillators (AEDs).

6.1.2.3.1.1.4. Reimbursements that may include, but are not limited to, the following:

6.1.2.3.1.1.4.1. Payments to Community Service Providers for uncompensated services.

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**OFFEROR'S RESPONSE 15. Provide a detailed description on how Offeror will use the funds within the parameters set forth in Section 6.1 for each year of the Pilot. Include what facilities the Offeror plans to use for its On-site Therapeutic Support, the initial facility costs and the on-going facility costs. In addition complete Appendix D, Pricing Worksheet.**

**6.2. INVOICING AND PAYMENT PROCEDURES**

6.2.1. The Contractor shall create an Invoicing Plan for all years of the Pilot. The Invoicing Plan shall include, but is not limited to, the following:

6.2.1.1. Frequency of invoicing and date on which invoices will be submitted to the Department.

6.2.1.2. Actual costs and the categories they fall under that the Contractor will bill for. Costs may include, but are not limited to, the following:

6.2.1.2.1. The amount owed for Administrative Support and a running total of the funds used throughout the SFY.

6.2.1.2.2. The amount owed for Program Services and a running total of the funds used throughout the SFY.

6.2.1.2.3. The amount owed for Reimbursements and a running total of the funds used throughout the SFY.

6.2.1.2.4. The overall running total for all non-reimbursable funds used throughout the SFY.

6.2.2. Payment of Invoices

6.2.2.1. The Department shall remit payment to the Contractor, for all amounts shown on an invoice, after the Department's acceptance of that invoice. Acceptance of an invoice shall not imply the acceptance or sufficiency of any work performed or deliverables submitted to the Department during the month for which the invoice covers or any other month. The Department shall not make any payment on an invoice prior to its acceptance of that invoice.

6.2.2.2. The Department will review the submitted invoice, and compare the information contained in the invoice to the Department's information. The Department will only accept an invoice after it has reviewed the information contained on the invoice and determined that all amounts are correct.

6.2.2.3. In the event that the Department determines that all information on an invoice is correct, the Department shall notify the Contractor of its acceptance of the invoice, in writing.

6.2.2.4. In the event that the Department determines that any information on an invoice is incorrect, the Department will notify the Contractor of this determination and what is incorrect on the invoice. The Contractor shall correct any information the Department determined to be incorrect and resubmit that invoice to the Department for review.

6.2.2.4.1. The Department will review the invoice to ensure that all corrections have been made.

**Deleted:** <#>Unreimbursed medical costs.¶
Allocated costs for facilities, computers and supplies, utilities and insurance.¶
Food.¶
Medical supplies, not covered by Medicaid, Medicare or insurance for people with medically complex needs.¶
Mileage for employees.¶
Personnel costs for on-call services.¶
Billing services.¶
Contract management services. ¶

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**Deleted:** <#>The Contractor shall bill all appropriate reimbursable services provided to individuals either to MMIS, for Medicaid clients, to Medicare for Medicare clients or private insurance companies as applicable.¶
The Contractor shall invoice the Department on a monthly basis, by the fifteenth (15th) Business Day of the month following the month for which the invoice covers. The Contractor shall not invoice the Department for a month prior to the last day of that month.¶
The invoice for SFY 2015-16 shall contain all of the following for the month for which the invoice covers:¶
Receipts for actual costs for improvements to the Site-Based Therapeutic Respite centers made that month and a running total of funds used throughout the SFY.¶
Receipts for the actual costs for all non-reimbursable funds as described in Section 6.1. with a running total of the following:¶
The monthly amount owed for start-up and a running total of the funds used throughout the SFY.¶
The monthly amount owed for Administrative Support and a running total of the funds used throughout the SFY.¶
The overall running total for all non-reimbursable funds used throughout the SFY.¶
The total monthly amount owed for both regions based on actual costs including, but not limited to:¶
The total monthly amount owed for personnel costs for on-call services.¶
The total monthly amount owed for billing services.¶
The total monthly amount owed for Contract management services.¶
The total monthly amount owed for unreimbursed medical costs.¶
The total monthly amount owed for allocated costs for facilities, computers and supplies, utilities and insurance.¶
The total monthly amount owed for food.¶
The total monthly amount owed for medical supplies, not covered by Medicaid, Medicare or insurance for people with medically complex needs.¶
The total monthly amount owed for mileage for employees.¶
The invoice for SFY 2016-17 and SFY 2017-18 shall contain all of the following for the month for which the invoice covers:¶
Receipts for the actual costs for all non-reimbursable funds as described in Section 6.1. with a running total of the following:¶
...

6.2.2.4.2. If all information on the resubmitted invoice is correct, the Department will accept the invoice.

6.2.2.4.3. If any information on the resubmitted invoice is still incorrect, then the Department will return the invoice to the Contractor for correction and resubmission.

6.2.2.5. In the event that the Contractor believes that the calculation or determination of any payment is incorrect, the Contractor shall notify the Department of the error within thirty (30) days of receipt of the payment or notification of the determination of the payment, as appropriate. The Department will review the information presented by the Contractor and may make changes based on this review. The determination or calculation that results from the Department's review shall be final. No disputed payment shall be due until after the Department has concluded its review.

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

**OFFEROR'S RESPONSE 16.** **Provide a draft Invoicing Plan.**

**6.3. BUDGET**

6.3.1. The Department has a maximum available amount for each year of this project as described in Section 6.1.

**SECTION 7.0 EVALUATION METHODOLOGY**

**7.1. EVALUATION PROCESS**

7.1.1. The evaluation of proposals will result in a recommendation for award of the Contract. The award will be made to the Offeror whose proposal, conforming to the solicitation, will be most advantageous to the State of Colorado, price and other factors considered.

7.1.2. The Department will conduct a comprehensive, thorough, complete and impartial evaluation of each proposal received.

7.1.3. The Department will select a vendor in compliance with C.R.S. §24-103-203(7) which states, "The award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and evaluation factors set forth in the request for proposal"

7.1.4. The Department encourages proposals from Service-Disabled Veteran Owned Small Businesses. Each Offeror that is a Service-Disabled Veteran Owned Small Businesses should submit verification that it is incorporated or organized in Colorado or maintains a place of business or has an office in Colorado and is officially registered and verified as a Service-Disabled Veteran Owned Small Business by the Center for Veteran Enterprise within the U.S. Department of Veterans Affairs. (www.vip.vetbiz.gov)

**7.2. EVALUATION COMMITTEE**

7.2.1. An Evaluation Committee will be established utilizing measures to ensure the integrity of the evaluation process. These measures include the following:

7.2.1.1. Selecting committee members who do not have a conflict of interest regarding this solicitation.

7.2.1.2. Facilitating the independent review of proposals.

7.2.1.3. Requiring the evaluation of the proposals to be based strictly on the content of the proposals.

7.2.1.4. Ensuring the fair and impartial treatment of all Offerors.

7.2.2. The objective of the Evaluation Committee is to conduct reviews of the proposals that have been submitted, to hold frank and detailed discussions among themselves, and to recommend an Offeror for award.

7.2.3. Proposals will be evaluated by the Evaluation Committee using the evaluation criteria in Section 7.4. The evaluators will consider whether all critical elements described in the solicitation have been addressed, the capabilities of the Offeror, the quality of the approach and/or solution proposed, the price and any other aspect determined relevant by the Department.

7.2.4. The Evaluation Committee will determine which proposal is the most advantageous to the State of Colorado by performing a value analysis.

7.2.5. The Evaluation Committee will perform a value analysis by comparing the technical differences among proposals and whether these differences justify paying the cost differential provided in each Offeror's proposal.

7.2.5.1. A Service-Disabled Veteran Owned Small Business may be given up to a 5% preference in the sole discretion of the Department.

7.2.6. The Evaluation Committee will have discretion in determining the manner and extent to which it will utilize technical and cost evaluation results. For example, the Evaluation Committee may award to an Offeror with higher costs if the Committee determines that the benefits of the technical differences for that Offeror's proposal outweigh the proposal's cost difference.

7.2.7. Based on the Evaluation Committee's value analysis, the Committee will determine which Offeror is most advantageous to the State. The Evaluation Committee will explain its value analysis and the determination in a written document.

7.2.8. The Evaluation Committee may, if it deems necessary, request clarifications, conduct discussions or oral presentations, or request best and final offers. The Evaluation Committee may adjust its scoring based on the results of such activities. However, proposals may be reviewed and determinations made without such activities. Offerors should be aware that the opportunity for further explanation might not exist; therefore, it is important that all proposal submissions are complete.

**7.3. COMPLIANCE**

7.3.1. It is the Offeror's responsibility to ensure that Offeror's proposal is complete in accordance with the direction provided within all solicitation documents. Failure of an Offeror to provide any required information and/or failure to follow the response format set forth in Appendix A, Administrative Information, may result in the disqualification of that Offeror's proposal.

## 7.4. PROPOSAL EVALUATION CRITERIA

7.4.1. The evaluation criteria to be used in evaluating the proposals are as follows:

| |
|---|
| Organizational Experience (OFFEROR'S RESPONSE 1) |
| Sufficient Personnel (OFFEROR'S RESPONSE 2) |
| Draft Collaboration Plan (OFFEROR'S RESPONSE 3) |
| Provide the number of geographically representative Regions, their names and locations that the Offeror would focus on for the Pilot Project. In addition, explain why the Offeror proposes to focus the Pilot Project in those geographically representative Regions. (OFFEROR'S RESPONSE 4) |
| Draft Colorado Crisis Services Training Plan. (OFFEROR'S RESPONSE 5) |
| Proposed In-Home Therapeutic Respite Team members with current licensing information (OFFEROR'S RESPONSE6) |
| Provide a detailed description of how the team will operate. (OFFEROR'S RESPONSE 7) |
| Provide a detailed description of how the team will assure that follow-up appointments are monitored and met. (OFFEROR'S RESPONSE 8) |
| Provide a detailed description of how the Offeror would coordinate with Members' current Service Providers and main caretakers. (OFFEROR'S RESPONSE 9) |
| Provide a Draft Site-Based Therapeutic Respite Plan. (OFFEROR'S RESPONSE 10) |
| Provide a Draft Community Based Mobile Support Team Report. (OFFEROR'S RESPONSE 11) |
| Provide a detailed description of how the data required in Section 5.9 will be collected. (OFFEROR'S RESPONSE 12) |
| Provide a detailed description of how the Contractor will assure that HCBS Waiver Services follow-up appointments are monitored and met. (OFFEROR'S RESPONSE 13) |
| Provide a detailed description of how the Offeror will suggest changes that may be required to provide better services to I/DD Members in crisis. (OFFEROR'S RESPONSE 14) |
| Provide a detailed description on how Offeror will use the funds within the parameters set forth in Section 6.1 for each year of the Pilot. Include what facilities the Offeror plans to use for its On-site Therapeutic Support, the initial facility costs and the on-going facility costs. In addition complete Appendix D, Pricing Worksheet. (OFFEROR'S RESPONSE 15) |
| Provide a draft Invoicing Plan. (OFFEROR'S RESPONSE 16) |

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# Response to Inquiries

**INQUIRY 1.** **Section 5.3.1 states: The Contractor shall work collaboratively with the current contractor for the Colorado Crisis Response System. The Contractor shall co-locate at least one (1) site with the Colorado Crisis Response System and coordinate services with the current Colorado Crisis Response System staff. QUESTION: Colorado Crisis Services appears to be affiliated with the Department. Are we allowed to contact representatives from the Crisis line as part of RFP research/planning?**

**RESPONSE 1.** The Colorado Crisis Services are managed by the Colorado Department of Human Services through the Office of Behavioral Health and are not part of the Colorado Department of Health Care Policy and Financing (the Department). Offerors may contact Colorado Crisis Services in the office of Behavioral Health at mary.hoefler@state.co.us, as part of the RFP research and planning. See section 5.3 of the amended RFP for further clarification.

**INQUIRY 2.** **Section 6.1 Compensation – this section references billing Medicaid and Medicare. Can you provide links or information on rates/codes to enable us to review applicable codes and billing information?**

**RESPONSE 2.** Following is the link to the Colorado Department of Health Care Policy and Financing website with the information you requested:

- Link to the Billing Manuals: https://www.colorado.gov/pacific/hcpf/billing-manuals
- Link to the Fee Schedule: https://www.colorado.gov/pacific/hcpf/provider-rates-fee-schedule

**INQUIRY 3.** **Can you provide a rough estimate of the potential total population of individuals expected to be served in both Urban and Rural regions? (by region if possible).**

**RESPONSE 3.** The Department does not have this estimate. The Colorado Department of Human Services through the Office of Behavioral Health, who manages the Colorado Crisis Services, has supplied the Department with the overall totals of individuals seen from December of 2014 through November of 2015; this information is below. This data represents all individuals who received services through the Colorado Crisis Services. Currently, the Department is unable to extrapolate from the data which of these individuals have an Intellectual or Developmental Disability. The National Association of the Duly Diagnosed (NADD) estimates that between 30-35% of all persons with intellectual or developmental disabilities have a co-occurring psychiatric disorder. See section 5.4 of the amended RFP for further clarification. Below is encounter data regarding the regions served by the Colorado Crisis Services System.

Denver Region
- Crisis Stabilization Unit (CSU) – 15,300
- Mobile – N/A
- Respite – N/A

Northeast Region
- CSU – 2,342
- Mobile – 1,474
- Respite – 402

Southeast Region
- CSU – 1,680
- Mobile – 3,661
- Respite - 35

Western Slope Region
- CSU – 833
- Mobile – 6,137
- Respite - 268

**INQUIRY 4.** **Since the six area CMHCs are part of the Crisis line are we allowed to contact their representatives as part of our RFP research/planning?**

**RESPONSE 4.** The Colorado Crisis Services are managed by the Colorado Department of Human Services through the Office of Behavioral Health and are not part of the Colorado Department of Health Care Policy and Financing (the Department). Offerors may contact Colorado Crisis Services in the office

of Behavioral Health at mary.hoefler@state.co.us, as part of the RFP research and planning. See section 5.3 of the Amended RFP for further clarification.

**INQUIRY 5.** **What Colorado business registrations/designations are required for this RFP?**

**RESPONSE 5.** The Cross-System Behavioral Crisis Pilot Program (Pilot) Contractor will need to be registered with the Secretary of State and the CORE system.

**INQUIRY 6.** **Section 1.2.1. Is it anticipated by the Department that the Contractor billing period will begin on the first agreed upon date of the start-up period?**

**RESPONSE 6.** Payment will be made for work that commences on or after the Effective Date of the contract.

**INQUIRY 7.** **1.2.2. The initial operational period of the Contract is anticipated to begin at the end of the start-up period, or concurrently with the start-up period at the Department's sole discretion, and will last until June 30, 2017. Is the initial operational period expected to be a "Go Live" date when the contractor is expected to be 100% operational and ready to provide services? If so, can a respondent provide alternative timelines based on their experience launching similar services and/or phased in implementation timelines?**

**RESPONSE 7.** Yes, an Offeror may provide alternative timelines to bring the Pilot program into operation. These timelines should be detailed and describe required duties, staff hires and contracting.

**INQUIRY 8.** **3.2.1 "The goal of the Pilot Project is to provide crisis intervention, stabilization, and follow-up services to individuals who have both an intellectual or developmental disability and a mental health or behavioral disorder and who also require services not available through an existing Home and Community Based Services (HCBS) waiver or covered under the Colorado behavioral health care system. "To clarify, is the expectation that the awarded Provider will not only provide the crisis response/stabilization piece, as well as the "follow-up services"…which may not currently be "available through an existing Home and Community Based Services (HCBS) waiver or under the**

**Colorado behavioral health care system." If this is the case is the expectation that the provider will provide services which are not reimbursable and that these services would be covered by the per-region funding amounts?**

**RESPONSE 8.** Yes, the funding will cover supports necessary for stabilization and treatment for an individual with co-occurring conditions when funds are not otherwise available.

**INQUIRY 9.** **3.2.1 Same question-Can you provide detail on what the services may be that are not "available through an existing Home and Community Based Services waiver or covered under the Colorado behavioral health care system."**

**RESPONSE 9.** Funds are available for coordination and payment of services not compensated through Medicaid or other third party insurers. See sections 5.3.8 through 5.3.9.1.2 and all of section 6.0 of the amended RFP for further clarification.

**INQUIRY 10.** **3.2.3 The Pilot Project will provide supports to Members to obtain the additional necessary services, regardless of the appropriate payer. To clarify, is this section referring to payers including Medicaid, Medicare and/or commercial health insurance?**

**RESPONSE 10.** Yes, this section refers to any payer including third party insurers.

**INQUIRY 11.** **4.1.2.1 Experience within the last ten (10) years managing a program for persons with intellectual or developmental disabilities and/or for persons with a mental health or behavioral disorder. Does the experience need to be in the State of Colorado as an established Provider of HCBS and/or Crisis Response/Stabilization Services?**

**RESPONSE 11.** No. The contractor is not required to have experience gained in Colorado.

**INQUIRY 12.** **5.2.4.3.1. The Contractor shall not subcontract more than forty percent (40%) of the Work. Can you provide guidance on how the Department will determine the 40% subcontracting threshold?**

**RESPONSE 12.** This requirement is removed from the contract. See section 5.3 of the amended RFP for further clarification.

**INQUIRY 13.** **5.3.1 The Contractor shall work collaboratively with the current contractor for the Colorado Crisis Response System. The Contractor shall co-locate at least one (1) site with the Colorado Crisis Response System and coordinate services with the current Colorado Crisis Response System staff. To clarify, the "contractor" referenced in this section is Colorado Crisis Services correct?**

**RESPONSE 13.** Yes, the “contractor” referenced is the Colorado Crisis Services contractor. See section 5.3 of the amended RFP for further clarification.

**INQUIRY 14.** **5.3.4 The Contractor shall identify and develop contractual agreements with other community service providers, health care professionals and organizations whose specialization may be utilized in the treatment of individuals served in the Pilot Project. Is the Contractor expected to pay for such services by "providers" with the budget allocated for this pilot project; or, do we cover the administrative expense of maintaining the network and they are able to encounter services on their side and seek reimbursement? Or, if we provide the services indicated, can we encounter and seek reimbursement? Or, is this seen as a conflict of interest (administrative oversight + service provision)?**

**RESPONSE 14.** The contractor will work with other community service providers and set up provider agreements. The community service provider will only submit invoice to the Pilot contractor for services not reimbursable through other funding sources. In this case there is limited funds available for reimbursement of those services. See sections 5.3.8 through 5.3.9.1.2 and all of section 6.0 of the amended RFP for further clarification.

**INQUIRY 15.** **5.5 Assessments of I/DD Members-Can you define what would be required in an assessment and if there is a required tool?**

**RESPONSE 15.** Offerors should identify the assessment process and tools they will use in this process. See section 5.5 in the amended RFP for further clarification.

**INQUIRY 16.** **5.6 In-Home Therapeutic Respite-Is this a billable encounter outside of the Administrative Support amounts?**

**RESPONSE 16.** This is dependent on if there is an insurer that will pay. See section 5.6 and section 6.0 of the amended RFP for further clarification.

**INQUIRY 17.** **5.7 Site-Based Therapeutic Respite-Is this a billable encounter outside of the Administrative Support amounts?**

**RESPONSE 17.** This is dependent on if there is an insurer that will pay. See section 5.7 and section 6.0 of the amended RFP for further clarification.

**INQUIRY 18.** **6.1 Compensation-Are there any services or program/Pilot requirements detailed in the RFP which are not reimbursable under Medicaid or other state or federal programs?**

**RESPONSE 18.** Some of the work that the Pilot contract will do is not reimbursable. The Offeror should look at service definition as they develop their proposals to identify what these services are. See sections 6.1 and 6.2 for further clarification.

**INQUIRY 19.** **P17-18 under the heading 5.2.3 key personnel (p17), 5.2.4.3.1 (p18) stipulates that "the contractor shall not subcontract more than forty percent (40%) of the work." This seems arbitrary to us for an effort that expects/requires that multiple entities work together. What is the rationale for this percentage? Is it a nonnegotiable?**

**RESPONSE 19.** This segment of the RFP, section 5.2.4.3.1., has been amended to remove this requirement.

**INQUIRY 20.** **P19. 5.3 Cross-Systems Response. 5.3.1 Says "the contractor shall work collaboratively with the current contractor for the Colorado Crisis Response System. The contractor shall co-locate at least one (1) site with the Colorado Crisis Response System and coordinate services with the current Colorado Crisis Response System staff." We believe there is a statewide call line contractor and four regional contractors. Which contractor does this refer to? By at least 1 site are you referring to coordinating with the crisis contractor in the region the bid is coming from? Is there any expectation for coordination with the state line? Since one of the requirements is to provide center-based crisis placement if needed is this expectation in lieu of the concept of the Pilot including funding for a crisis facility? What if the crisis system facility is inadequate for this purpose or does not have provisions for both children and adults? Is it possible for supplemental funding for facility to be available? It would be helpful to have co-locate operationalized. If it means use of same facility that may not be possible for any number of reasons. While it would be great if everyone could be served in a co-**

**located facility this may be too high a standard for the initial efforts of the Pilot. It would be good to have a range of options possible.**

**RESPONSE 20.** Offerors are encouraged to submit options for consideration. See section 5.3 and 6.0 of the amended RFP for further clarification.

**INQUIRY 21.** **P21 In-Home Therapeutic Respite. 5.6.2.1 The RFP calls for "a plan for how the In-Home Therapeutic Respite Team will coordinate with member's current service providers or main caretakers to advance the goal of preventing further escalation of the member's crisis." Requiring such a plan is an excellent expectation but it does prompt the question what happens if there are not current service providers for a given person? The RFP seems to assume that all people to be served will already be connected to a CCB. In doing the GAP work we concluded that for the target population of children, for every individual meeting dual diagnosis criteria served currently by a CCB there is a similarly qualified person who is not served by a CCB. We think the same possibility exists for adults. Our vision for the cross agency crisis system was that the full population of persons with I/DD (not just the State definition) would be served. Is that your expectation as well? If so it seems as though it would be important to make that expectation explicit. In cases where people have clear needs but are not enrolled with a CCB what is the expectation for connecting them with an ongoing system? Tasks 5.6.2.1 - 5.7.2.4.3 all speak to the expectation for appropriate follow-up. What recourse will the Pilot have if there is not a clear entity that can step in for the aftercare if that person is not Colorado I/DD eligible? This expectation that all served will be CCB members appears again on page 24, 5.9.4.1 where an individual is not discharged from the Pilot till services are in place. What assistance can the Pilot expect from the State agencies in quickly finding such solutions? Without such help it could be that the Pilot's ability to take in new cases may be compromised. We do have a concern that the Pilot could be overwhelmed with referrals. We believe there needs to be a plan in place that will make provisions in such an event.**

**RESPONSE 21.** The Offeror is asked to address the needs of the population with co-occurring conditions, whether or not the individual receives supports elsewhere.

**INQUIRY 22.** **P25 5.10 Service Gap Data Collection. We agree with these expectations except 5.10.5 which expects "a cost report that includes data that shows the cost of providing crisis services throughout Colorado." How will the bidder be able to assess the cost throughout Colorado? This seems to us to be an inappropriate expectation. There is insufficient information**

**to be able to extrapolate from one county or region to the next. If any entity could do this it would seem to be the State agencies.**

**RESPONSE 22.** The Department will also work with the Pilot contractor to utilize their expertise and data around the costs associated with services for individuals with co-occurring conditions, to further understand the gaps in services around the state and solution to those gaps.

**INQUIRY 23.** **P29 6.1 Compensation.6.1.1 This section says "there has also been established a fund to cover costs that are not reimbursable to Medicaid and/or private insurance." What and where is this "Fund"; and how is it accessed? The rest of the section stipulates the funding available to the Pilots and also stipulates that if costs exceed funds available the contractor must continue to serve individuals. This puts the contractor at an unknown level of risk. Pay and Chase Philosophy One of the assumptions we made in proposing the Pilot funding to the JBC and the budget analyst was that the Pilot would be able to pay upfront and pursue funding from mandated sources on the back end. First and foremost crisis services need to be provided whether or not there is an identified funding source. The procedures around billing seem to allow for this but we would like a more explicit statement of this pay and chase philosophy and what assistance the contractor(s) can expect from State agencies around implementing it.**

**RESPONSE 23.** The Offeror shall inform the Department of how they will manage the available funds. See section 6.1 of the amended RFP for further clarification.

**INQUIRY 24.** **P32 6.2.5 Payment of Invoices Section 6.2.5.4 speaks to the Department being able to determine information to be incorrect on an invoice. Given the categories stipulated for the invoices it is difficult to imagine the Department's basis for determining something is incorrect. Overall aggregate billing seems overly restrictive and contrary to being able to look at per person cost. We didn't see any provisions for reporting costs by person which is critical information to evaluate the effectiveness of the Pilot.**

**RESPONSE 24.** Reimbursement for the cost of uncompensated support will be provided as described in section 6.0 of the amended RFP. Reimbursement is specific to the supports received by specific individuals.

**INQUIRY 25.** **In proposing the Pilots we expected to see requirement of both formative and summative evaluation of the Pilots. The evaluation section (P33 section 7) speaks only to evaluation of the bids. While there are many reporting requirements there does not seem to be a Pilot evaluation expectation per se.**

**RESPONSE 25.** The Pilot will not evaluate itself. The Department will conduct this evaluation.

**INQUIRY 26.** **We wonder why the funds allocated are $1,156,000 less than the total funds allocated in the bill. Allowing for the FTE to be added to the Division there is still one million held back. We are wondering why this was done? Is it a contingency fund or to cover a facility if necessary. If so shouldn't that be made explicit? It is important information for bidders.**

**RESPONSE 26.** The RFP is specific to the funds to be awarded in the contract and does not detail the Department appropriation. See section 6.0 of the amended RFP for further clarification.

**INQUIRY 27.** **In the allocation of funds it seems to be equally distributed between urban and rural regions. This seems arbitrary and unrealistic. Is there flexibility in this distribution? While rural areas claim greater expense due to geography that does not seem to make up for the expected differences in numbers.**

**RESPONSE 27.** See sections 5.4 and 6.0 of the amended RFP for further clarification.

**INQUIRY 28.** **Overall the tone of the solicitation seems inconsistent with a Pilot in an area where there are so many unknowns. The tone seems to reflect real mistrust of the bidders where as our vision was for collaboration not just at the regional level from the bidder but a collaboration with State agencies.**

**RESPONSE 28.** The RFP was written with standard business language within the framework of the Colorado Office of the State Controller's regulations.

**INQUIRY 29.** **What is the process for accessing the$350,000 funds for facility costs for each site that was supposed to be part of the RFP? That info is not included in the RFP and was the intent in the legislation.**

**RESPONSE 29.** See section 6.0 of the amended RFP for further clarification.

**INQUIRY 30.** **Please further define "co-locate" one site with the Colorado Crisis Response System. And does this refer to the state crisis response system or could it be with one of the Regional crisis response centers and their staff?**

**RESPONSE 30.** See section 5.3 of the amended RFP for further clarification.