

CONTRACT AMENDMENT NO. X

Original Contract Number XX

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the “Contract”) is entered into by and between X, X, X, X, X (hereinafter called “Contractor”), and the STATE OF COLORADO, acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called “Department” or “State.”)

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date.”) The Department shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into the Contract so the Contractor will serve as a Single Entry Point (SEP) Agency within a local area where a current or potential long-term care client can obtain long-term care information, screening, assessment of need, and referral to appropriate long-term care program and case management services for all Coloradans within their designated district. The purpose of this Amendment is to modify the Statement of Work so the contract deliverables are uniform.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

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

- A. Exhibit A, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit A1, Statement of Work, attached hereto and incorporated by reference into the Contract. All references within the Contract to Exhibit A, shall be deemed to reference to Exhibit A1.

7. START DATE

This Amendment shall take effect on its Effective Date.

8. ORDER OF PRECEDENCE

Except for the Special Provisions and the HIPAA Business Associates Addendum, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the

provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, state government and/or grantor.

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THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor’s behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR:

STATE OF COLORADO:
John W. Hickenlooper, Governor

By: _____
Signature of Authorized Officer

By: _____
Susan E. Birch, MBA, BSN, RN
Executive Director
Department of Health Care Policy and
Financing

Date: _____

Date: _____

Printed Name of Authorized Officer

LEGAL REVIEW:
Cynthia H. Coffman, Attorney General

Printed Title of Authorized Officer

By: _____

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER:

Robert Jaros, CPA, MBA, JD

By: _____
Department of Health Care Policy and Financing

Date: _____

EXHIBIT A1, STATEMENT OF WORK

SECTION 1.0 TERMINOLOGY

1.1. ACRONYMS, ABBREVIATIONS AND OTHER TERMINOLOGY

- 1.1.1. Acronyms, abbreviations and other terminology are defined at their first occurrence in this Contract. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
- 1.1.1.1. Benefits Utilization System (BUS) – The online data system maintained by the Department for recording case management activities associated with Long-Term Care services.
 - 1.1.1.2. Business Day – Any day in which the Department is open and conducting business, but shall not include weekend days or any day on which one of the Department’s or Contractor’s holidays are observed. The Department observes all holidays listed in C.R.S. § 24-11-101(1).
 - 1.1.1.3. Case Management – Case Management as defined at 10 C.C.R. 2505-10, Section 8.390.1. Case Management includes but is not limited to:
 - 1.1.1.3.1. Assessment of an individual for long-term care eligibility.
 - 1.1.1.3.2. Circulation and receipt of the Professional Medical Information Page.
 - 1.1.1.3.3. Review, selection and referral to qualified service providers.
 - 1.1.1.3.4. Initiation, review, approval and submission of Prior Authorization Requests (PAR).
 - 1.1.1.3.5. Development of a client-specific service plan.
 - 1.1.1.3.6. Ongoing review of services provided with PAR with service plan adjustments as necessary.
 - 1.1.1.3.7. Representing the Department in all appeals relevant to service authorizations.
 - 1.1.1.4. Case Management Agency – The organization obligated to fulfill the responsibilities and requirements of this Contract.
 - 1.1.1.5. Case Manager – An individual who meets the qualifications to perform case management activities.
 - 1.1.1.6. CDASS – Consumer Directed Attendant Support Services.
 - 1.1.1.7. Closeout Period – The period from 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 until the day that the Department has accepted the final deliverable for the Closeout Period and has determined that the final transition is complete.
 - 1.1.1.8. CMS – The federal Centers for Medicare and Medicaid Services.
 - 1.1.1.9. Community Transition Services (CTS) – Activities essential to move a client from a skilled nursing facility and establish a community-based residence. Services are provided by a Transition Coordination Agency (TCA) and include at least two (2) Independent Living Core Services.

- 1.1.1.10. Conflict-free Case Management – The assessment of a long-term care client’s needs, the development and implementation of a service plan for such client, the coordination and monitoring of long-term care service delivery, the evaluation of service effectiveness, and the periodic reassessment of such client’s needs.
- 1.1.1.11. Department – The Colorado Department of Health Care Policy and Financing, a department of the government of the State of Colorado.
- 1.1.1.12. District – A Department-defined distinct geographic county-based service area. Each District is served by a single SEP Agency.
- 1.1.1.13. Effective Date – The effective date defined in the Contract.
- 1.1.1.14. Eligibility Determination – Eligibility Determination includes, but is not limited to:
 - 1.1.1.14.1. Verification of Medicaid eligibility or Medicaid application submission.
 - 1.1.1.14.2. Review of the Professional Medical Information Page to determine enrollment appropriateness.
 - 1.1.1.14.3. Reviewing all supportive information (documentation and interviews) related to the functional capacity of the applicant or participant.
 - 1.1.1.14.4. Communicating functional eligibility status to the appropriate Eligibility site.
 - 1.1.1.14.5. Representing the Department in all appeals relevant to functional eligibility determinations.
- 1.1.1.15. HCBS – Home and Community Based Services waiver.
- 1.1.1.16. HIPAA – The Health Insurance Portability and Accountability Act of 1996.
- 1.1.1.17. Independent Living Core Services – Information and referral services; independent living skills training; peer counseling, including cross-disability peer counseling; and individual and systems advocacy.
- 1.1.1.18. Key Personnel – The position or positions that are specifically designated as such in the Contract.
- 1.1.1.19. LTHH – Long Term Home Health Operational Start Date – When the Department authorizes the Contractor to begin fulfilling its obligations under the Contract.
- 1.1.1.20. Operational Start Date – When the Department authorizes the Contractor to begin fulfilling its obligations under the Contract.
- 1.1.1.21. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work outlined in this solicitation.
- 1.1.1.22. PARs – Prior Authorization Requests.
- 1.1.1.23. Prior Authorization Request (PAR) – A request authorized by the Department or the Case Management Agency (CMA) prior to obtaining certain services, supplies, equipment or other waiver benefit items.

- 1.1.1.24. Program – A publicly funded program including, but not limited to, Home and Community Based Services Waiver for Persons with Brain Injury (HCBS-BI), Home and Community Based Services Waiver for Persons who are Elderly, Blind and Disabled (HCBS-EBD), Community Mental Health Supports Waiver (HCBS-CMHS), Home and Community Based Services Waiver for Persons Living with Acquired Immune Deficiency Syndrome (HCBS-PLWA), Home and Community Based Services Waiver for Persons with Spinal Cord Injury (HCBS-SCI), Waiver for Children with a Life Limiting Illness (HCBS-CLLI), Medicaid nursing facility care, Program for All-Inclusive Care for the Elderly (PACE) and Long Term Home Health (LTHH).
- 1.1.1.25. PHI – Protected Health Information.
- 1.1.1.26. Region – A distinct geographic area, determined by the Department, which is comprised of one or more Districts.
- 1.1.1.27. Resource Development – The analysis, study, establishment and implementation of additional resources or services that extend the capabilities of community based long-term care systems to better serve long-term care clients and those likely to need community based long-term care in the future.
- 1.1.1.28. Screening and Referral – Screening and Referral includes, but is not limited to:
 - 1.1.1.28.1. Making the initial contact with individuals to include a preliminary screening in the following areas:
 - 1.1.1.28.1.1. Individual’s need for long-term care services.
 - 1.1.1.28.1.2. Individual’s need for referral to other programs or services.
 - 1.1.1.28.1.3. Individual’s eligibility for financial and program assistance.
 - 1.1.1.28.1.4. Need for a comprehensive long-term care client assessment.
 - 1.1.1.28.2. Maintaining applicant or client records including documentation of the referrals and outcome utilizing the Department’s prescribed system.
- 1.1.1.29. Service Plan – The document developed by the Case Manager with the client and/or legal guardian and, if appropriate, collaterals, to document client choice and to establish and identify the services and supports the client needs to successfully live in the community. The Service Plan shall reflect the full scope of the client’s needs and include services from all funding sources including third party and natural supports. The Service Plan shall document the amount, frequency and duration of each service, the type of provider to furnish each service and the expected outcome of each service.
- 1.1.1.30. Single Entry Point (SEP) – The availability of a single access or entry point within a local area where a current or potential long-term care client can obtain long-term care information, screening, assessment of need, and referral to appropriate long-term care programs and case management services.
- 1.1.1.31. Single Entry Point Agency (SEP Agency) – The organization selected to provide case management functions for persons in need of long-term care services within a District.
- 1.1.1.32. Start-Up Period – The period from the Effective Date, until the Operational Start Date.

- 1.1.1.33. Subrecipient – A non-Federal entity that receives a Subaward from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- 1.1.1.34. Uniform Long-Term Care (ULTC) Instrument – The Functional Needs Assessment and professional medical information used to determine Functional Eligibility for Long-Term Care services.
- 1.1.1.35. Utilization Review (UR) – A system for prospective, concurrent, and retrospective review of the necessity and appropriateness in the allocation of supports and services to ensure the proper and efficient administration of Medicaid Long-Term Care benefits.

SECTION 2.0 STATEMENT OF WORK

2.1. CONTRACTOR'S GENERAL REQUIREMENTS

- 2.1.1. The Department shall not execute the Contract prior to the Contractor's authorized signatory.
- 2.1.2. The Contractor shall serve as the Single Entry Point Agency for the following counties: Alamosa and Saguache.
- 2.1.3. For each Region, the Department will contract with only one (1) organization, 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.
- 2.1.4. The Contractor's organization shall meet the requirements of C.R.S. § 25.5-6-106.
- 2.1.5. The Contractor shall coordinate with its local Regional Care Collaborative Organization (RCCO) and Mental Health Center(s) on services provided for the benefit of shared clients.
 - 2.1.5.1. The Contractor shall be considered a subrecipient and must comply with all guidance included in but not limited to 2 C.F.R. § 200.
- 2.1.6. The Contractor may be privy to internal policy discussions; contractual issues; price negotiations; confidential medical information; Department financial information; and advance knowledge of legislation. This information shall be considered confidential.
- 2.1.7. The Contractor shall work cooperatively with key Department staff and, if applicable, the staff of other contractors in the course of the Contract period to ensure the success 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.
- 2.1.8. The Contractor shall inform Department management staff on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact the Contractor's responsibilities under this Contract.
- 2.1.9. 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.
 - 2.1.9.1. The Contractor shall receive an annual or biennial financial review by the Department or a contractor of the Department. The Contractor shall comply with the recommendations of that review.
- 2.1.10. Project Personnel

- 2.1.10.1. Key Personnel and Key Personnel Responsibilities
 - 2.1.10.1.1. The Contractor shall designate people to hold the Key Personnel positions as specified in this Contract.
 - 2.1.10.1.2. The Key Personnel identified for this Contract are:
 - 2.1.10.1.2.1. Administrator
 - 2.1.10.1.2.2. The Contractor's Administrator shall have all of the following:
 - 2.1.10.1.2.2.1. Three (3) years of experience managing a case management effort for large medically-complex client populations.
 - 2.1.10.1.2.2.2. Experience managing at least one (1) government contract of a similar or larger scope.
 - 2.1.10.1.2.3. Medical Consultant(s)
 - 2.1.10.1.2.4. The Contractor shall have at least one (1) Medical Consultant. Contractor's Medical Consultant(s) shall have all of the following:
 - 2.1.10.1.2.4.1. Shall be an employed or contracted physician and/or registered nurse.
 - 2.1.10.1.2.4.2. Shall hold a current license to practice in the State of Colorado by the Operational Start Date.
 - 2.1.10.1.2.5. Administrator
 - 2.1.10.1.2.6. The Administrator shall:
 - 2.1.10.1.2.6.1. Perform all administrative and supervisory functions listed in 10 C.C.R. 2505-10, Section 8.393.4.41.
 - 2.1.10.1.2.6.2. Monitor all phases of the project in accordance with work plans or timelines or as determined between the Contractor and the Department.
 - 2.1.10.1.2.6.3. Serve as Contractor's primary point of contact for the Department.
 - 2.1.10.1.2.6.4. Be responsible for completion and/or submission of all tasks and deliverables in the Contract.
 - 2.1.10.1.3. Medical Consultant(s)
 - 2.1.10.1.3.1. The Medical Consultant(s) shall:
 - 2.1.10.1.3.1.1. Perform all medical consultant functions listed in 10 C.C.R. 2505-10, Section 8.393.4.41.
- 2.1.10.2. Other Personnel and Other Personnel Responsibilities
 - 2.1.10.2.1. The Contractor shall have at least one (1) Case Manager, one (1) Case Management Supervisor and one (1) Support Staff. Contractor shall have additional Case Manager(s), Case Management Supervisor(s) and Support Staff as necessary to complete the Work.
 - 2.1.10.2.2. The Contractor's Case Manager(s) shall meet all of the qualifications listed in 10 C.C.R. 2505-10, Section 8.393.4.42.
 - 2.1.10.2.3. The Contractor's Case Management Supervisor(s) shall meet all of the qualifications listed in 10 C.C.R. 2505-10, Section 8.393.4.42.
 - 2.1.10.2.4. The Case Manager(s) shall:

- 2.1.10.2.4.1. Perform all case management functions listed in 10 C.C.R. 2505-10, Section 8.393.4.43.
- 2.1.10.2.5. The Case Management Supervisor(s) shall:
 - 2.1.10.2.5.1. Perform all case management supervisory functions listed in 10 C.C.R. 2505-10, Section 8.393.4.44.
- 2.1.10.2.6. Support Staff shall:
 - 2.1.10.2.6.1. Perform all the receptionist and clerical functions listed in 10 C.C.R. 2505-10, Section 8.393.4.41.
- 2.1.10.3. Personnel General Requirements
 - 2.1.10.3.1. The Contractor shall provide qualified Key Personnel and Other Personnel to perform the Work. The Contractor shall provide a final list of individuals assigned to the Contract.
 - 2.1.10.3.1.1. DELIVERABLE: Final list of names and contact information of the individuals assigned to the Contract.
 - 2.1.10.3.1.2. DUE: Within five (5) Business Days after the Effective Date.
 - 2.1.10.3.2. The Contractor shall provide an Organizational Chart to the Department including the names of the individuals assigned to the Contract and how the SEP fits into the larger organizations structure.
 - 2.1.10.3.2.1. DELIVERABLE: Organizational Chart.
 - 2.1.10.3.2.2. DUE: Annually, by June 30th of each year.
 - 2.1.10.3.3. The Contractor shall obtain written approval from the Department for individuals proposed for assignment to Key Personnel positions. The Department reserves the right to approve or disapprove all of the Contractor's staff assigned to the Contract or to require the reassignment of any Contractor employee found unacceptable by the Department. The Department has the right to request that any personnel be removed or replaced at any time, for any reason, if it is determined to be in the best interest of the Department.
 - 2.1.10.3.4. The Contractor shall not change individuals in Key Personnel positions without 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 stated qualifications for the position, unless otherwise approved by the Department.
 - 2.1.10.3.4.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position.
 - 2.1.10.3.4.2. DUE: At least five (5) Business Days prior to the change in Key Personnel.
 - 2.1.10.3.5. The Contractor's Case Manager(s) and any Case Management Supervisor(s) who maintains a case management caseload shall perform the majority of their work and responsibilities on this project in the Region in which the Clients whose cases they manage reside, unless the Department grants permission otherwise.
 - 2.1.10.3.6. The Contractor shall maintain appropriate staffing levels throughout the term of the Contract.

- 2.1.10.3.7. The Contractor shall ensure that all Key Personnel and Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them.
- 2.1.10.3.8. If any of the Contractor's Key Personnel, or Other Personnel, are required to have and maintain any professional licensure issued by any federal, state or local government agency, then the Contractor shall submit copies of such current licenses to the Department.
 - 2.1.10.3.8.1. DELIVERABLE: All current professional licensure documentation as specified for Key Personnel or Other Personnel.
 - 2.1.10.3.8.2. DUE: Within five (5) Business Days of receipt of updated licensure or upon request by the Department.
- 2.1.10.3.9. The Contractor shall conduct background checks on all new applicants considered for employment to include: SSN verification, comprehensive criminal screen, nation-wide criminal and terrorist search and education verification.
- 2.1.10.4. Personnel Availability
 - 2.1.10.4.1. The Contractor shall ensure Key Personnel or other personnel assigned to the Contract are available for meetings with the Department during the Department's normal business hours. The Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.
 - 2.1.10.4.2. The Contractor's Key Personnel or other operational staff shall be available for all regularly scheduled meetings between the Contractor and the Department, unless the Department has granted prior approval otherwise.
 - 2.1.10.4.3. The Contractor shall ensure that the staff attending all meetings between the Department and the Contractor have the authority to represent and commit the Contractor regarding work planning, problem resolution and program development.
 - 2.1.10.4.4. At the Department's direction, the Contractor shall make its Key Personnel and other personnel assigned to the Contract available to attend meetings as subject matter experts with stakeholders both within the State government and external or private stakeholders.
 - 2.1.10.4.5. All of the Contractor's 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 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 be responsible for providing the conference line or virtual meeting place.
 - 2.1.10.4.6. The Contractor shall respond to all telephone calls, voicemails and emails from the Department within one (1) Business Days of receipt by the Contractor.
 - 2.1.10.4.7. The Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor(s) are as follows:
 - 2.1.10.4.7.1. The Contractor shall not subcontract more than forty percent (40%) of the case management function, as determined by the total value of the Contract at the time the Work occurs.

- 2.1.10.4.7.2. The Contractor may subcontract eligibility determination, screening and referral functions subject to approval by the Department.
- 2.1.10.4.7.3. The Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.
- 2.1.10.4.7.4. The Contractor shall obtain prior consent and written approval for any change in the use of Subcontractor(s). The Department reserves the right to approve or disapprove any subcontractor's staff assigned to the Contract or to require the reassignment of any subcontractor employee found unacceptable to the Department. The Department has the right to request that any personnel be removed or replaced at any time, for any reason, if it is determined to be in the best interest of the Department.
- 2.1.11. Deliverables
- 2.1.11.1. All deliverables shall meet Department-approved format and content requirements. The Department shall specify the number of copies and media for each deliverable.
- 2.1.11.2. Each deliverable shall be reviewed by the Department and shall require formal approval from the Department before acceptance of the deliverable. The Contractor shall allow for a minimum ten (10) Business Days following receipt, per deliverable, for the Department to review each deliverable and document its findings, except as specified herein. Based on the review findings, the Department may accept the deliverable, reject portions of the document, reject the complete document or require that revisions be made. Unless otherwise agreed to by the Department in writing, the Contractor shall be required to submit replacement pages or a complete revised version of the deliverable within five (5) Business Days following receipt of Department comments. The Department shall have an additional five (5) Business Day review period whenever replacement pages or a complete revised version of a deliverable is resubmitted.
- 2.1.11.3. 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, organized into a logical order, contain no spelling or grammatical errors, formatted uniformly and contain accurate information and correct calculations. The Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing documents for reference through the duration of the project and project acceptance.
- 2.1.11.4. Deliverables of low quality or those that are otherwise unacceptable to the Department shall be rejected by the Department and shall be rewritten and resubmitted by the Contractor.
- 2.1.11.5. The Contractor shall document, in writing, and deliver to the Department its responses to the Department's comments and requests for revisions or clarification of deliverable contents.
- 2.1.11.6. At the Department's request, the Contractor shall be required to conduct a walk-through of Department-selected deliverables to facilitate the Department's review and approval process. The walk-through shall consist of an overview of the deliverable, explanation of the organization of the deliverable, presentation of critical issues related to the deliverable and other information as requested by the Department. It is anticipated that the content of the walk-through will vary with the deliverable presented.

- 2.1.11.7. 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 agreed to by the Department.
- 2.1.11.8. All due dates or timelines that reference a period of days shall be measured in calendar days, months and quarters unless specifically stated as Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, unless specifically stated otherwise.
- 2.1.11.9. 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.
- 2.1.12. Stated Deliverables and Performance Standards
 - 2.1.12.1. 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.
- 2.1.13. Communication Requirements
 - 2.1.13.1. Communication Requirements with the Department
 - 2.1.13.1.1. The Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in compatible formats. The Department currently uses Microsoft Office 2007 for PC. If the Contractor uses a compatible program that is not Microsoft Office 2007 for PC, then the Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.
 - 2.1.11.1. Communication with Clients, Providers and Other Entities
 - 2.1.11.1.1. The Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:
 - 2.1.11.1.1.1. A description of how the Contractor will communicate to Clients regarding any changes to the services those Clients will receive or how those Clients will receive the services.
 - 2.1.11.1.1.2. 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.
 - 2.1.11.1.1.3. The specific means of immediate communication with Clients and a method for accelerating the internal approval and communication process to address urgent communications or crisis situations.
 - 2.1.11.1.1.4. 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 Clients or Providers are insufficient.
 - 2.1.11.1.1.5. A listing of the following individuals within the Contractor's organization, that includes cell phone numbers and email addresses:

- 2.1.11.1.1.5.1. An individual who is authorized to speak on the record regarding the Work, the Contract or any issues that arise that are related to the Work.
- 2.1.11.1.1.5.2. An individual who is responsible for any website or marketing related to the Work.
- 2.1.11.1.1.5.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.
- 2.1.12.2.2. The Contractor shall deliver the Communication Plan to the Department for review and approval.
 - 2.1.12.2.2.1. DELIVERABLE: Communication Plan
 - 2.1.12.2.2.2. DUE: Within ten (10) Business Days after the Effective Date.
 - 2.1.12.2.3. 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.
 - 2.1.12.2.3.1. DELIVERABLE: Annual Communication Plan 2.1.12.2.3.2.
 - DUE: Annually, by June 30th of each year.
 - 2.1.12.2.4. 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.
 - 2.1.12.2.4.1. DELIVERABLE: Interim Communication Plan Update
 - 2.1.12.2.4.2. 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.
 - 2.1.12.2.5. The Contractor shall not implement any Communication Plan, Annual Communication Plan Update or Interim Communication Plan Update prior to receipt of the Department's written approval of that Communication Plan, Annual Communication Plan Update or Interim Communication Plan Update. The Contractor shall comply with all requirements, deliverables and milestones contained in the most recently implemented Communication Plan, Annual Communication Plan Update or Interim Communication Plan Update.
 - 2.1.12.2.6. The Contractor shall not engage in any non-routine communication with any Client, any Provider, the media or the public without the prior written consent of the Department.
- 2.1.14. Transmittal Process

- 2.1.14.1. 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 shall include, at a minimum, all of the following:
 - 2.1.14.1.1. The date the transmittal will be effective.
 - 2.1.14.1.2. Direction to the Contractor regarding performance under the Contract.
 - 2.1.14.1.3. A due date or timeline by which the Contractor shall comply with the direction contained in the transmittal.
 - 2.1.14.1.4. The signature of the Department employee who has been designated to sign transmittals.
- 2.1.14.2. The Department will provide the Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide the Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to the Contractor through a transmittal.
- 2.1.14.3. The Department may deliver a completed transmittal to the Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.
- 2.1.14.4. 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.
- 2.1.14.5. 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.
- 2.1.14.6. 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.
- 2.1.14.7. The Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.
- 2.1.14. Business Continuity
 - 2.1.14.1. The Contractor shall create a Business Continuity Plan that the Contractor will follow in order to continue operations after a Disaster or a Business Interruption. The Business Continuity Plan shall include, but is not limited to, all of the following:
 - 2.1.14.1.1. 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.
 - 2.1.14.1.2. How the Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.
 - 2.1.14.1.3. In the event of a Disaster, the plan shall also include how the Contractor will make all information available at its back-up facilities.

- 2.1.14.1.4. How the Contractor will minimize the effects on Clients of any Business Interruption.
- 2.1.14.1.5. How the Contractor will communicate with the Department during the Business Interruption and points of contact within the Contractor's organization the Department can contact in the event of a Business Interruption.
- 2.1.14.1.6. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.
- 2.1.14.1.7. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.
- 2.1.14.2. The Contractor shall deliver the Business Continuity Plan to the Department for review and approval.
 - 2.1.14.2.1. DELIVERABLE: Business Continuity Plan
 - 2.1.14.2.2. DUE: Within ten (10) Business days after the Effective Date.
- 2.1.14.3. 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.
 - 2.1.14.3.1. DELIVERABLE: Updated Business Continuity Plan
 - 2.1.14.3.2. DUE: Semi-annually, by June 30th and December 31st of each year.
- 2.1.14.4. 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 and milestones contained in the implemented plan.
- 2.1.15. Intellectual Property Ownership
 - 2.1.15.1. 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.

- 2.1.15.2. 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:
- 2.1.15.2.1. 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.
 - 2.1.15.2.2. 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.
 - 2.1.15.2.3. All necessary data files.
 - 2.1.15.2.4. User and operation manuals and other documentation.
 - 2.1.15.2.5. System and program documentation in the form specified by the Department.
 - 2.1.15.2.6. Training materials developed for Department staff, Contractor's staff, or agents or designated representatives of either party in the operation and maintenance of this software.
- 2.1.16. Performance Reviews
- 2.1.16.1. The Department shall conduct performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.
 - 2.1.16.2. The Department shall work with the Contractor in the completion of a performance review or evaluation tool that measures performance standards or the Department shall complete a performance review or evaluation independently, at the Department's sole discretion.
 - 2.1.16.3. The Contractor shall provide all information necessary to the Department to complete all performance reviews or evaluations, upon the Department's request. The Contractor shall provide this information regardless of whether the Department decides to work with the Contractor on any aspect of the performance review or evaluation.
 - 2.1.16.4. The Department may conduct performance reviews or evaluations at any time during the term of the Contract or after its termination for any reason.

- 2.1.16.5. The Department may make the results of any performance review or evaluation available to the public or the Department shall publically post the results of any performance review or evaluation.

2.2. CONTRACTOR'S OBLIGATIONS

- 2.2.1. The Contractor shall perform the functions of a SEP Agency as defined by C.R.S. §§ 25.5-6-104 through 25.5-6-106 (2007) and the regulations applicable to the Department and the SEP system at 10 C.C.R. 2505-10, Sections 8.390 through 8.394. These functions shall be provided for participants in various long-term care Programs including, but not limited to: Home and Community Based Services Waiver for Persons with Brain Injury (HCBS-BI), Home and Community Based Services Waiver for Persons who are Elderly, Blind and Disabled (HCBS-EBD), Community Mental Health Supports Waiver (HCBS-CMHS), Home and Community Based Service Waiver for Persons with Spinal Cord Injury (HCBS-SCI), Waiver for Children with a Life Limiting Illness (HCBS-CLLI), Medicaid nursing facility care, Program for All-Inclusive Care for the Elderly (PACE) and Long-Term Home Health (LTHH).
- 2.2.2. The Contractor shall perform its obligations in conformity with the provisions of Title XIX of the Social Security Act and other applicable federal and state laws and regulations.
- 2.2.3. In the event that a federal agency that oversees this program or provides program funding, including CMS, adopts rule changes to address conflict of interest and/or changes are required to meet evolving CMS and stakeholder requirements, at the Department's request, the Department and the Contractor shall negotiate in good faith changes in the statement of work and, if necessary, the corresponding pricing. These changes may include but are not limited to the following:
 - 2.2.3.1. SEP reform.
 - 2.2.3.2. Changes to address conflict of interest.
 - 2.2.3.3. Care Coordination.
 - 2.2.3.4. Utilization Review.

2.3. BUSINESS FUNCTION

- 2.3.1. The Contractor shall perform all necessary business functions for the operation of a SEP Agency as defined in the state statutes and regulations including, but not limited to the following:
 - 2.3.1.1. Establishing a community advisory committee for the purpose of providing public input and guidance for SEP Agency operation. The committee shall meet at least twice a year or more often as necessary.
 - 2.3.1.2. Establishing a Resource Development committee to facilitate the development of local resources to meet the long-term care needs of individuals who reside within the SEP District.
 - 2.3.1.2.1. At least annually, the Contractor shall provide written committee updates to the Department. Active, on-going participation by key management or administrative staff in area provider or interest group meetings to discuss Resource Development issues are an acceptable substitute as long as complete documentation of the discussions and progress made in developing relevant solutions is incorporated into the committee updates.

- 2.3.1.2.2. The Contractor's Board of Directors shall, at a minimum, include the following perspectives: Independent Living Center, HCBS client, County Department of Human Services, AAA, Housing and Mental Health Center.
- 2.3.1.2.2.1. DELIVERABLE: Committee Updates
- 2.3.1.2.2.2. DUE: Annually, by July 31 of each year
- 2.3.1.3. Administering a personnel system for recruiting, hiring, evaluating and terminating employees.
- 2.3.1.4. Performing accounting tasks in compliance with all rules and regulations for accounting practices.
- 2.3.1.5. Protecting clients' rights as they relate to the responsibilities of SEP agencies as described in this Contract.
- 2.3.1.6. Overcoming any geographic barriers within the district, including distance from the agency office to provide timely assessment and case management services to clients.
- 2.3.1.7. Providing access to its facilities for clients, service providers and others. The Contractor's office shall be fully accessible to persons with disabilities. Regular business office hours of operation shall be posted and made available to the public and accommodations shall be made available for clients who need assistance or consultation outside regular business office hours.
- 2.3.1.8. Providing access to a telephone system and trained staff to ensure timely response to messages and telephone calls received after hours.
- 2.3.1.9. Providing access to telecommunication devices and/or interpreters for the hearing, vocally and vision impaired and access to foreign language interpreters as necessary.
- 2.3.1.10. Providing a person-centered business approach seeking to accommodate client requests when possible. This shall include providing person-centered flexible case management hours to accommodate client schedules and needs.
- 2.3.1.11. Contacting HCBS providers to discuss person-centered approaches to care.
- 2.3.1.12. Establishing and maintaining an agency website or webpage to include useful information, links and personnel contact information.
- 2.3.1.13. Maintaining HIPAA encryption software with IT system-wide encryption, including the ability to send encrypted e-mail.
- 2.3.1.14. Notifying the Department within forty-eight (48) business hours of any system access changes.
- 2.3.1.15. Reporting and providing follow-up action to critical incidents using the Department-prescribed system.
- 2.3.1.16. Following the standards set by the Department. These standards include Dear Administrator Letters, Dear Agency Letters, guidance given during Technical Assistance calls, guidance given during Quarterly SEP Administrators' Meetings and written documents from Department-approved training.
- 2.3.1.17. Processing information regarding client Medicaid eligibility within two (2) Business Days of receipt from the eligibility site.

- 2.3.1.18. Performing all pertinent information processing within the applicable timeframes specified in Department regulations.
- 2.3.1.19. Obtaining a waiver annually from the Department to provide direct services based on criteria in applicable Department regulations. If the Contractor is granted a waiver to provide services, the Contractor shall provide written notification to the client and/or guardian of the potential influence the Contractor has on the service planning process. The Contractor shall provide the client and/or guardian with written information about how to file a provider agency and/or SEP agency complaint. Upon client and/or guardian request, the Contractor shall provide an option for the client and/or guardian to request a different SEP to develop the Service Plan. The Contractor shall provide an option for the Service Plan to be monitored by a different SEP entity or individual.
- 2.3.1.20. Receiving, documenting and resolving complaints regarding the Contractor and/or service provider agencies. Analyze complaints quarterly for trends and institute corrective actions as appropriate.
- 2.3.1.21. Documentation shall include all of the following:
 - 2.3.1.21.1. The complaint.
 - 2.3.1.21.2. The resolution of the complaint.
 - 2.3.1.21.3. The dates of contact.
- 2.3.2. The Contractor shall follow 10 C.C.R. 2505-10, Sections 8.393.31 and 8.393.32 when transferring a client from one county to another county or from one SEP District to another district.
- 2.3.3. The Contractor shall consult with the Medical Consultant(s) regarding medical and diagnostic concerns and long term home health prior authorizations.
- 2.3.4. The Contractor shall attend Administrative Law Judge hearings when the Contractor agency has made a denial or adverse action against a client and the client appeals. The Contractor shall defend its decision as described in 10 C.C.R. 2505-10, Sections 8.057 *et seq.*
- 2.3.5. The Contractor shall submit Department required information electronically upon the Department's request.

2.4. SCREENING AND REFERRAL

- 2.4.1. The Contractor shall perform all screening and referral functions for the operation of a SEP agency as defined in the state statutes, regulations, and 10 C.C.R. 2505-10, Section 8.390.1 including, but not limited to the following:
 - 2.4.1.1. Making the initial contact with individuals to include a preliminary screening in the following areas:
 - 2.4.1.1.1. An individual's need for long-term care services.
 - 2.4.1.1.2. An individual's need for referral to other programs or services.
 - 2.4.1.1.3. An individual's eligibility for financial and program assistance.
 - 2.4.1.1.4. The need for a comprehensive long-term care client assessment.
 - 2.4.1.2. Maintaining applicant or client records including documentation of the referrals and outcome utilizing the Department's prescribed system.

2.5. ELIGIBILITY DETERMINATION (UTILIZATION REVIEW)

- 2.5.1. The Contractor shall perform all eligibility determination functions for the operation of a SEP agency as defined in the state statute 10 C.C.R. 2505-10, Section 8.393.2B and regulations including, but not limited to the following:
 - 2.5.1.1. Verification of Medicaid eligibility or Medicaid application submission.
 - 2.5.1.2. Review of the Professional Medical Information Page (PMIP).
 - 2.5.1.3. Review of all supportive information (documentation and interviews) related to the functional capacity of the applicant or client.
 - 2.5.1.4. Communicating functional eligibility status to the appropriate eligibility site.
 - 2.5.1.5. Representing the Department in all appeals relevant to a long-term care program or waiver participation.
 - 2.5.1.6. Review of Long Term Services and Support waiver target criteria for applicant or client participation.
 - 2.5.1.7. Determine client or applicant functional eligibility for participation in a HCBS waiver, LTHH or nursing facility placement.
 - 2.5.1.8. Notifying clients or applicants of all appealable actions related to their participation in a long-term care program or waiver.
 - 2.5.1.9. Maintaining applicant or client records including all relevant information utilizing the Department's prescribed system.

2.6. CASE MANAGEMENT

- 2.6.1. The Contractor shall provide Medicaid Case Management that assists eligible individuals in gaining access to needed medical, social, educational and other services as described in 42 CFR 440.169 (d)(1)-(d)(4). Case Management services are comprehensive and shall include but not be limited to:
 - 2.6.1.1. Assessment, service plan development, referral and monitoring.
- 2.6.2. The Case Management provided by the Contractor shall also comply with 10 CCR 2505-10 Section 8.393. Compliance with this regulation may include, but is not limited to, all of the following:
 - 2.6.2.1. Assessment of an individual for long-term care eligibility using the Department- prescribed tool.
 - 2.6.2.2. Circulation and receipt of the PMIP.
 - 2.6.2.3. Review, selection and referral to qualified service providers.
 - 2.6.2.4. Initiation, review, approval and submission of required PARs.
 - 2.6.2.5. Development of a client-specific service plan.
 - 2.6.2.6. Ongoing review of services provided with PAR and service plan adjustments to evaluate the number and percent of waiver participants who services plans were revised to address changing needs.
 - 2.6.2.7. Representing the Department in all appeals relevant to service authorizations.

- 2.6.2.8. Maintaining client records in accordance with Program requirements, including documentation of all case activities, monitoring of service delivery and service effectiveness. The Contractor shall utilize the Department-prescribed system and perform these functions within the timeframes established by the Department.
- 2.6.2.9. Determining the client's Post Eligibility Treatment of Income according to instructions set forth by the Department.
- 2.6.2.10. Participating with the Department on an annual Client Satisfaction Survey of a random sample of clients using a Department-prescribed form to determine the level of satisfaction with case management services provided to the client. Survey guidelines and client names for the random sample shall be provided by the Department.
 - 2.6.2.10.1. The Contractor shall provide a copy of the results of the Client Satisfaction Survey to the Department for review.
 - 2.6.2.10.1.1. DELIVERABLE: Client Satisfaction Survey
 - 2.6.2.10.1.2. DUE: Annually, by July 31st of each year.
- 2.6.2.11. Providing a thorough assessment of service needs and resources to assure the most appropriate public and private resources are utilized to meet the client's needs. The determination of appropriate resources shall not supplant, but support self-care, family care and other informal community based resources.
- 2.6.2.12. Providing case management services and establishing a Service Plan for recipients of HCBS waivers. The authorization and administration of services through a publicly funded Program shall be in accordance with eligibility criteria as defined by applicable state and federal statutes and regulations.
- 2.6.2.13. Assuring that long-term care clients who receive case management services receive the type and amount of skilled and non-skilled community based long-term care services listed in the Service Plan. These services shall not exceed the type and amount of services medically and/or functionally required by each client.
- 2.6.2.14. Reviewing all PARs. The Contractor shall approve, deny or return a PAR to the provider agency for additional information and notify the Department of any significant increase or decrease in skilled services for a client.
- 2.6.2.15. Conducting Compliance Reviews using the Department-prescribed tools to determine compliance with program and administrative requirements. Guidelines for the review and the random sample of clients shall be provided by the Department.
 - 2.6.2.15.1. The Contractor shall submit a copy of the results of the Compliance Review to the Department or Department's designee within the prescribed timeframes for review through Programmatic Audits.
 - 2.6.2.15.1.1. DELIVERABLE: Compliance Review Results
 - 2.6.2.15.1.2. DUE: Annually, by July 31st of each year.
- 2.6.2.16. Verifying that each HCBS client has received at least one (1) waiver service within the timeframes specified in the applicable waiver and/or regulation. If a client does not receive at least one (1) waiver service within the timeframes specified in the applicable waiver and/or regulation, the Contractor shall appropriately notify the client that he/she is ineligible for waiver services and that he/she has the right to appeal.

2.6.2.17. Reassessing a client, using the Department-prescribed tool, annually, when there is a significant change in the client's condition or more often as specific waiver rules or circumstances require.

2.7. TRAINING, COMPLAINTS, APPEALS, CRITICAL INCIDENTS AND ADMINISTRATIVE OVERSIGHT REQUIREMENTS

2.7.1. Training:

2.7.1.1. The Contractor shall provide training for all personnel as required by state statutes and regulations.

2.7.1.2. The Contractor shall train all Case Managers in the following areas prior to independent case management assignment:

2.7.1.2.1. Long-Term Care Eligibility.

2.7.1.2.2. Intake and Referral.

2.7.1.2.3. ULTC 100.2 Assessment.

2.7.1.2.4. Service Plan Development.

2.7.1.2.5. Notices and Appeals.

2.7.1.2.6. BUS Documentation.

2.7.1.2.7. Home Health.

2.7.1.3. Case Managers shall attend Consumer Directed Attendant Support Services (CDASS) and In Home Services and Supports training provided by a contractor of the Department within three (3) months of the hire date.

2.7.1.4. The Contractor shall provide to the Department by the end of each calendar quarter an electronic listing of all case management staff hired since the effective date of this Contract and an attendance roster for each training area identified using the reporting template attached to the Contract, which will be substantially similar to Exhibit E, Case Manager Training Report Template.

2.7.1.4.1. DELIVERABLE: Electronic listing of all case management staff hired since the Effective Date

2.7.1.4.2. DUE: Within fifteen (15) Business Days after the last Business Day of each Quarter

2.7.1.4.3. DELIVERABLE: Attendance roster for each training area identified

2.7.1.4.4. DUE: Within fifteen (15) Business Days after the last Business Day of each Quarter

2.7.1.5. All new case management staff shall receive at a minimum basic training and instruction in all of these areas as a prerequisite to independent placement. Documentation of the successful completion of this basic training and instruction shall be included on the Case Manager Training Report Template.

2.7.1.6. The Contractor shall develop person-centered skills and philosophy training for new hire training.

2.7.2. Complaint Process:

2.7.2.1. The Contractor shall document complaints it receives.

2.7.2.2. The Contractor shall take appropriate action to address substantiated complaints.

- 2.7.2.3. The Contractor shall respond to complaints received and document actions taken to resolve and/or mitigate complaints to the extent possible.
- 2.7.2.4. The Contractor shall conduct quarterly complaint process trend analyses.
- 2.7.2.5. The Contractor shall submit to the Department by the end of each quarter, using the Complaint Trends/Remedial Action Report Template attached to the Contract, as shown in Exhibit F, a trend analysis and corrective action report indicating any complaint-oriented trends observed since the effective date of this Contract and the remedial actions taken to address them.
 - 2.7.2.5.1. DELIVERABLE: Trend analysis and corrective action report
 - 2.7.2.5.2. DUE: Within fifteen (15) Business Days after the last Business Day of each Quarter
- 2.7.3. Appeals:
 - 2.7.3.1. In reference to appeals initiated and closed during the Contract period, the Contractor shall have represented the Department and worked towards obtaining a favorable decision.
 - 2.7.3.2. The Contractor shall process appeals in accordance with schedules published by the State of Colorado Office of Administrative Courts and rules promulgated by the Department.
 - 2.7.3.3. The Contractor shall represent the Department in accordance with 10 C.C.R. 2505-10, Sections 8.057 *et seq* and 8.393 *et seq*.
 - 2.7.3.4. The Contractor shall submit all exceptions to the Office of Appeals and include required information.
- 2.7.4. Critical Incident Reporting:
 - 2.7.4.1. The Contractor shall document critical incidents in the Department-prescribed system.
 - 2.7.4.2. The Contractor shall take appropriate action to address substantiated critical incidents.
 - 2.7.4.3. The Contractor shall respond to critical incidents received and document actions taken to resolve and/or mitigate critical incidents.
- 2.7.5. CMA Administrative Review Tool:
 - 2.7.5.1. Semi-annually, the Contractor shall submit to the Department the results of the application of the tool attached to the Contract, which will be substantially similar to Exhibit D, CMA Administrative Review Tool.
 - 2.7.5.1.1. DELIVERABLE: Results of the application of the CMA Administrative Review Tool
 - 2.7.5.1.2. DUE: Biannually, on December 31st and June 30th of each year.
- 2.7.6. Client Count and Activities Worksheet
 - 2.7.6.1. The Contractor shall submit to the Department the Client Count and Activities Worksheet on a monthly basis.
 - 2.7.6.1.1. DELIVERABLE: Client Count and Activities Worksheet
 - 2.7.6.1.2. DUE: Within fifteen (15) Business Days from the last Business Day of the month for which the worksheet covers. Within ten (10) Business Days from the last Business Day of the month for the June worksheet.

2.8. COMMUNITY TRANSITION SERVICES (CTS)

- 2.8.1. The Contractor shall perform responsibilities for CTS as per 10 C.C.R. 2505-10, Section 8.553.6. The Contractor's Case Manager shall:
 - 2.8.1.1. Perform a review to assure all items in the transition plan meet the criteria of the benefit described in 8.553.2.
 - 2.8.1.2. Complete a review of the transition plan.
 - 2.8.1.3. Notify the Transition Coordination Agency of approval or denial of the plan within ten (10) business days of receipt.
 - 2.8.1.4. Review and authorize payments for CTS as per 10 C.C.R. 2505-10, Section 8.553.7
 - 2.8.1.5. Verify community-based residence for reimbursement as per 10 C.C.R. 2505-10, Section 8.553.8.

2.9. COLORADO QUALITY OF LIFE INTERVIEW

- 2.9.1. The Contractor shall perform Quality of Life Interviews as per **Exhibit G**, Colorado Choice Transitions Quality of Life Interviews.

2.10. CERTIFICATION

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

2.11. PERFORMANCE STANDARDS

- 2.11.1. The Contractor shall maintain a performance score of 95 or higher on the semi-annual CMA Administrative Review Tool, attached as Exhibit D. Failure to maintain this standard may result in an order for corrective action and immediate remedy.
- 2.11.2. The Contractor shall fully document all attempts to conduct assessments within the timeframes specified in rule. Failure to conduct assessments within timeframes without adequate documentation to support delays may result in an order for corrective action and immediate remedy.

2.12. START-UP AND CLOSEOUT PERIODS

- 2.12.1. The Contract shall have a Start-Up and a Closeout Period.
 - 2.12.1.1. The Start-Up Period shall begin on the Effective Date. The Start-Up Period shall end on the Operational Start Date of the Contract.

- 2.12.1.1.1. The Operational Start Date shall not occur until the Contractor has completed all requirements of the Start-Up Period, including, but not limited to, the completion of the operational readiness review contained in the Start-up Plan.
- 2.12.1.1.2. The Contractor shall not engage in any Work under the Contract, other than the Work described below in the Start-Up Period, prior to the Operational Start Date. The Department shall not be liable to the Contractor for, and the Contractor shall not receive, any payment for any period prior to the Operational Start Date under the Contract.
- 2.12.1.2. 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 transition is complete.
- 2.12.1.2.1. This Closeout Period may extend past the termination of the Contract and the requirements of the Closeout Period shall survive termination of the Contract. Any requirements of the Closeout Period that survive termination of the Contract shall be requirements in addition to the Work, and the term of the Contract shall not include any period of time after the termination of the Contract.
- 2.12.2. Start-Up Period
 - 2.12.2.1. During the Start-Up Period, the Contractor shall complete all of the following:
 - 2.12.2.1.1. 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.
 - 2.12.2.1.2. 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.
 - 2.12.2.1.3. Create and implement the Start-up Plan described in section 2.10.4.1.
 - 2.12.2.1.4. Complete all steps, deliverables and milestones contained in the Department-approved Start-up plan.
 - 2.12.2.2. 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.
 - 2.12.2.3. 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 operationally ready by the Operational Start Date.
- 2.12.3. Closeout Period
 - 2.12.3.1. During the Closeout Period, the Contractor shall complete all of the following:
 - 2.12.3.1.1. Implement the most recently updated Closeout Plan that has been approved by the Department, as described in section 2.10.4.2.

- 2.12.3.1.2. Complete all steps, deliverables and milestones contained in the most recently updated closeout plan that has been approved by the Department.
- 2.12.3.1.3. 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.
- 2.12.3.1.4. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.
- 2.12.3.1.5. Notify any Subcontractors of the termination of the Contract, as directed by the Department.
- 2.12.3.1.6. Notify all Clients that the Contractor will no longer be the SEP Contractor. 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 Clients.
- 2.12.3.1.7. 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.
- 2.12.3.2. The Department will perform a closeout review to ensure that the Contractor has completed all requirements of the Closeout Period. The Contractor shall ensure that all responsibilities of the Closeout Period shall be complete by the termination of the Contract. 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.
- 2.12.4. Start-Up and Closeout Planning
 - 2.12.4.1. Start-Up Plan
 - 2.12.4.1.1. During the Start-Up Period, the Contractor shall create a Start-up Plan that contains, at a minimum, all of the following:
 - 2.12.4.1.1.1. A description of all steps, timelines and milestones necessary to be fully operational to perform the Work by the operational start date.
 - 2.12.4.1.1.2. A listing of all personnel involved in the start-up and what aspect of the start-up for which they are responsible.
 - 2.12.4.1.1.3. An operational readiness review for the Department to determine if the Contractor is operationally ready to begin performance under the Contract.
 - 2.12.4.1.1.4. The operational start date, by which the Contractor will be operationally ready to begin performance under the Contract.
 - 2.12.4.1.1.5. The establishment of a location for each of the Case Manager(s) and Case Management Supervisor(s) in the Regions in which they will perform their responsibilities.

- 2.12.4.1.1.6. A plan for hiring and training all personnel prior to that personnel beginning to perform any responsibilities under the Contract.
- 2.12.4.1.2. The Contractor shall not implement this plan until the Department has approved the plan. The Contractor shall begin completing all requirements of the Department-approved Start-up plan once the Department has approved the plan.
- 2.12.4.1.3. DELIVERABLE: Start-up Plan.
- 2.12.4.1.4. DUE: Within five (5) Business Days after the Effective Date.
- 2.12.4.2. Closeout Plan
 - 2.12.4.2.1. The Contractor shall create a Closeout Plan that describes all steps, timelines and milestones 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 SEP contractor after the termination of the Contract. The Closeout Plan shall also designate an individual to act as a transition coordinator, who will ensure that all steps, timelines and milestones contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on Clients. The Contractor shall deliver the Closeout Plan to the Department for review and approval. No date in the Closeout Plan shall be scheduled to extend past the termination of the Contract.
 - 2.12.4.2.1.1. DELIVERABLE: Closeout Plan.
 - 2.12.4.2.1.2. DUE: Thirty (30) days from the Effective Date.
 - 2.12.4.2.2. 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.
 - 2.12.4.2.2.1. DELIVERABLE: Closeout Plan Update.
 - 2.12.4.2.2.2. DUE: Annually, by June 30th of each year.
- 2.12.4.3. Upon review of the initial or Closeout Plans, or any Closeout Plan update, the Department may require the Contractor to change the plan before the Department approves the plan. The Contractor shall make all changes to initial, Closeout, or any Closeout Plan updates as required by the Department.
 - 2.12.4.3.1. DELIVERABLE: Changes to the Start-up Plan or the Closeout Plan required by the Department.
 - 2.12.4.3.2. DUE: Within three (3) Business Days of the Department's request for the change.

SECTION 3.0 COMPENSATION AND INVOICING

3.1. COMPENSATION

- 3.1.1. The compensation under the Contract shall consist of fixed monthly prices per client as follows:
- 3.1.2. Fixed Monthly Price Per Client
 - 3.1.2.1. A Screening and Referral price for each Client for whom the Contractor provided Screening and Referral services during the month. The Contractor shall continue to provide Screening and Referral services for all clients regardless of compensation.

- 3.1.2.2. An Eligibility Determination price for each Client for whom the Contractor provided Eligibility Determination services during the month. The Contractor shall continue to provide Eligibility Determination services for all clients regardless of compensation. The Contractor will be paid for initial eligibility determinations; the Contractor will not be paid for eligibility redeterminations.
- 3.1.2.3. A Case Management price for each Client who resided in a Region for which the Contractor provides case management services and/or receives services under an HCBS waiver. The Contractor shall continue to provide Case Management services for all clients regardless of compensation.
- 3.1.3. Annual Per County-Served Award
 - 3.1.3.1. Per 10 C.C.R. 2505-10, Section 8.392, A. 1 and 2, the Contractor, if serving a multi-county district, will receive a single annual payment of eight-thousand dollars (\$8,000.00) for each county included in the district.
- 3.1.4. Colorado Quality of Life Interview Payment
 - 3.1.4.1. A price for each Colorado Quality of Life Interview as per Exhibit B. The maximum amount payable statewide for multiple contractors for the Quality of Life Interviews shall not exceed \$15,350.00.
- 3.1.5. The sole compensation for the Contract, up to the maximum Contract value, shall consist of the following:
 - 3.1.5.1. The Screening and Referral fixed rate per client per month as stated in Exhibit B, multiplied by the number of clients for whom the Contractor provided Screening and Referral services during the month.
 - 3.1.5.2. The Eligibility Determination fixed rate per client per month as stated in Exhibit B, multiplied by the number of clients for whom the Contractor provided Eligibility Determination services during the month.
 - 3.1.5.3. The Case Management fixed rate per client per month as stated in Exhibit B, multiplied by each Client who resided in a Region for which the Contractor provides case management services and/or receives services under an HCBS waiver during the month.
 - 3.1.5.4. The annual Per County-Served Amount.
 - 3.1.5.5. Colorado Quality of Life Interview Payments.
- 3.1.6. The price per client for each of the three (3) principal sections (Screening and Referral; Eligibility Determination; and Case Management) will serve as the price per client for any future renewal years.

3.2. INVOICING

- 3.2.1. The Contractor shall prepare the Client Count and Activities Worksheet, which shall serve as the monthly invoice.
- 3.2.2. The Contractor shall invoice the Department on a monthly basis, within fifteen (15) days of the end of the month for which the invoice covers, by using the Client Count and Activities Worksheet provided by the Department. The Contractor shall invoice the Department within ten (10) days of the end of the month for the June invoice. The Contractor shall not submit any invoice for a month prior to the last day of that month. The invoice shall include all of the following:

- 3.2.2.1. The Monthly Payment Amount.
- 3.2.2.2. The number of Rural Colorado Quality of Life Interviews.
- 3.2.2.3. The number of Non-Rural Colorado Quality of Life Interviews.

3.3. PAYMENT

- 3.3.1. The Department shall remit payment to the Contractor, for all amounts shown on the invoice, within forty-five (45) days of 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.
- 3.3.2. The Department shall not make any payment on an invoice prior to its acceptance of that invoice.
- 3.3.3. The Department shall review that invoice and compare the information contained in the invoice to the Department's information. The Department will not accept an invoice until it has reviewed the information contained on the invoice and determined that all amounts are correct.
- 3.3.4. 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, upon the completion of the Department's review of that invoice.
- 3.3.5. In the event that the Department determines that any information on an invoice is incorrect, the Department shall notify the Contractor of this determination and what is incorrect on the invoice, upon completion of the Department's review of that invoice.
- 3.3.6. The Contractor shall correct any information the Department determined to be incorrect and resubmit that invoice to the Department for review.
 - 3.3.6.1. The Department will review the invoice to ensure that all corrections have been made.
 - 3.3.6.2. If all information on the invoice is correct, the Department will accept the invoice.
 - 3.3.6.3. If any information on the invoice is still incorrect, then the Department will return the invoice to the Contractor for correction and resubmission.
- 3.3.7. In the events 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 incentive 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.