# CONTRACT AMENDMENT NO. 2

Original Contract Number 15-67182

## 1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Developmental Pathways, Incorporated, 325 Inverness Drive South, Englewood CO, 80112, (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 to secure case management, associated utilization review services, and other administrative activities for applicants and individuals of the Home and Community Based Services Developmental Disabilities (HCBS-DD), Home and Community Based Services Developmentally Disabled Supported Living Services (HCBS-SLS), Home and Community Based Services Children's Extensive Support (HCBS-CES) Medicaid Waivers, State Supported Living Services (State-SLS), Omnibus Budget Reconciliation Act of 1987 Specialized Services (OBRA-SS) and Family Support Services Program (FSSP). The Contractor was selected by the State in accordance with Colorado Revised Statute (C.R.S.) Title 25.5, Article 10. The purpose of this Amendment is to update the statement of work and extend the term of the contract.

## 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.** Section 5, Term, Subsection A, Initial Term, is hereby deleted in its entirety and replaced with the following:

A. Initial Term

The Parties' respective performances under this Contract shall commence on the later of either the Effective Date or July 1, 2016. This Contract shall expire on June 30, 2017, unless sooner terminated or further extended as specified elsewhere herein.

**B.** Section 7, Payments to Contractor, Subsection A, Maximum Amount, is hereby deleted in its entirety and replaced with the following:

A. Maximum Amount

The maximum amount payable statewide for all CCB Contractors under this Contract for State Programs and Medicaid Programs is shown in the following table, as determined by the Department from available funds.

Payments to Contractors for Medicaid Programs are limited to the number of authorized enrollments authorized by the Department in accordance with Exhibit A. The maximum amount payable by the Department statewide for multiple Contractors is:

| | |
|---|---|
| State Program State Fiscal Year 2014-15 | $21,122,712.28 |
| Medicaid Program State Fiscal Year 2014-15 | $4,507,104.00 |
| State Program State Fiscal Year 2015-16 | $21,840,297.00 |
| Medicaid Program State Fiscal Year 2015-16 | $4,416,349.00 |
| State Program State Fiscal Year 2016-17 | $20,249,749.00 |
| Medicaid Program State Fiscal Year 2016-17 | $4,635,310.00 |
| **Total for All State Fiscal Years** | **$76,771,521.28** |

**C.** Exhibit A, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit A2, Statement of Work, attached hereto and incorporated by reference into the Agreement. All references within the Agreement to Exhibit A or A-1, shall be deemed to reference to Exhibit A2.

## 7. START DATE

This Amendment shall take effect on the later of its Effective Date or July 1, 2016.

## 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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Contract Number 15-67182A2

**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:**
Developmental Pathways, Incorporated

By: Melanie Worley
Signature of Authorized Officer

Date: 06/01/2016

Melanie Worley
Printed Name of Authorized Officer

CEO
Printed Title of Authorized Officer

**STATE OF COLORADO:**
John W. Hickenlooper, Governor

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

Date: 6/8/16

**LEGAL REVIEW:**
John W. Suthers, Attorney General

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: 6/12/16

## EXHIBIT A-2, 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. Adult Supported Living Services - State funded Adult Supported Living Services augment available support for those individuals who either can live independently with limited supports, or who, if they need extensive support, are getting that support from other sources, such as family. Supported Living Services (SLS) provide the necessary assistance and support to meet the daily living and safety needs of adults who remain responsible for their own living arrangements (including room and board expenses). Additional requirements regarding Adult Supported Living Services are found at 10 CCR 2505-10, section 8.609.1.

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

1.1.1.2.1. New Year's Day.

1.1.1.2.2. Martin Luther King, Jr. Day.

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

1.1.1.2.4. Memorial Day.

1.1.1.2.5. Independence Day.

1.1.1.2.6. Labor Day.

1.1.1.2.7. Columbus Day.

1.1.1.2.8. Veterans' Day.

1.1.1.2.9. Thanksgiving Day.

1.1.1.2.10. Christmas Day.

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

1.1.1.4. Case Management - Coordination of services provided for persons with intellectual and developmental disabilities that consists of facilitating enrollment; locating, coordinating, and monitoring needed developmental disabilities services; and coordinating with other non-developmental disabilities funded services, such as medical, social, educational, and other services to ensure non-duplication of services and monitor the effective and efficient provision of services across multiple funding sources. Case Management under this Contract is funded with General Fund.

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

1.1.1.6. 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.

1.1.1.7. Critical Incident - Incidents of persons receiving services or incidents involving staff, volunteers or contractors that include mistreatment, abuse, neglect, exploitation, serious injury, medical crisis, missing person, death, restraint, and incidents involving unusual occurrences.

1.1.1.8. Critical Incident Reporting System (CIRS) - is the web-based database operated by the Department where critical incident information involving individuals receiving services and/or staff providing services is entered. Data entered into the database is reviewed by the Department to ensure adequate critical incident management.

1.1.1.9. 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.

1.1.1.10. Functional Needs Assessment - A comprehensive face-to-face evaluation using the Uniform Long Term Care instrument and medical verification on the Professional Medical Information Page to determine if the client meets the level of care (LOC).

1.1.1.11. Incident – An event where a person receiving services is injured, lost or missing, has a medical emergency, is hospitalized, becomes deceased, has errors in medication and has property stolen. Incidents also include reports that are unusual and require review, allegations of abuse, mistreatment, neglect or exploitation, and involves the use of safety control or emergency procedures.

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

1.1.1.13. Operational Start Date – The later of July 1, 2014 or when the Department authorizes the Contractor to begin fulfilling its obligations under the Contract.

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

1.1.1.15. PHI - Protected Health Information.

1.1.1.16. Provider - Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid Program, as determined by the Department.

1.1.1.17. Quality Assurance – The performance of activities related to the waiver Quality Improvement Strategy (QIS), as well as, the mechanisms for overall quality assurance and system improvement.

1.1.1.18. Quarter - Four (4) distinct time periods during the state fiscal year. Quarter one (1) begins on July 1 and ends September 30. Quarter two (2) begins on October 1 and ends December 31. Quarter three (3) begins on January 1 and ends March 31. Quarter four (4) begins on April 1 and ends on June 30.

1.1.1.19. 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.

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

## 1.2. CONTRACTOR'S GENERAL REQUIREMENTS

1.2.1. 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.

1.2.2. 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.

1.2.3. 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.

1.2.4. The Contractor shall inform the Department, upon request, on current trends and provide information on new technologies in use that may impact the Contractor's responsibilities under this Contract.

1.2.5. Deliverables

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

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

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

1.2.5.2.2. The Department will review the deliverable and may direct the Contractor to make changes to the deliverable. The Contractor shall make all changes within ten (10) Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.

1.2.5.2.2.1. 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.

1.2.5.2.2.2. 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.

1.2.5.3. 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.

1.2.5.4. 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.

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

1.2.5.6. 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.

1.2.5.7. 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.

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

1.2.6. Stated Deliverables and Performance Standards

1.2.6.1. 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.

1.2.7. Communication Requirements

1.2.7.1. Communication with the Department

1.2.7.1.1. 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.

1.2.7.2. Communication with Clients, Providers and Other Entities

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

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

1.2.7.2.1.2. 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.

1.2.7.2.1.3. 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.

1.2.7.2.1.4. 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 Clients or Providers are insufficient.

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

1.2.7.2.1.5.1. 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.

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

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

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

1.2.7.2.2.1. DELIVERABLE: Communication Plan

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

1.2.7.2.3. 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.

1.2.7.2.3.1. DELIVERABLE: Annual Communication Plan Update

1.2.7.2.3.2. DUE: Annually, by September 30th of each year

1.2.7.2.4. 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.

1.2.7.2.4.1. DELIVERABLE: Communication Plan Update

1.2.7.2.4.2. DUE: Within thirty (30) Business Days following the receipt of the request from the Department, unless the Department allows for a longer time in writing

1.2.8. Business Continuity

1.2.8.1. 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:

1.2.8.1.1. 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.

1.2.8.1.2. 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.

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

1.2.8.1.3. How the Contractor will minimize the effects on Clients of any Business Interruption.

1.2.8.1.4. 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.

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

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

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

1.2.8.2.1. DELIVERABLE: Business Continuity Plan

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

1.2.8.3. 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.

1.2.8.3.1. DELIVERABLE: Updated Business Continuity Plan

1.2.8.3.2. DUE: Semi-annually, by August 15th and February 15th of each year

1.2.8.4. 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.

1.2.9. Long-Range Plan

1.2.9.1.1. The Contractor shall submit an annual long-range plan or annual update to that plan for its designated service area pursuant to 10 CCR 2505-10, section 8.601.1 (c).

1.2.9.1.1.1. DELIVERABLE: Long-Range Plan

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

1.2.10. Performance Reviews

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

1.2.10.2. 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.

1.2.10.3. 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.

1.2.10.4. 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.

1.2.10.5. 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.

1.2.11. Renewal Options

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

1.2.12. Department System Access

1.2.12.1. 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.

1.2.13. Contractor and Community Partner Protocols

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

1.2.13.1.1. Behavioral Health Organizations (BHO)

1.2.13.1.2. Regional Care Collaborative Organizations (RCCO)

1.2.13.1.3. Single Entry Point Agencies (SEP)

1.2.13.1.4. Skilled Nursing Facilities

1.2.13.1.5. Home Health Agencies

1.2.13.1.6. Hospitals

1.2.13.1.7. Hospice Organizations

1.2.13.2. The Contractor shall inform the Department of community partners or service providers that are not in compliance with the written protocols.

1.2.13.3. The Department may provide the Contractor with modified protocols as those protocols become available. The Contractor shall comply with the most recent version of the protocols provided by the Department.

## 1.3. CONTRACTOR PERSONNEL

1.3.1. Personnel General Requirements

1.3.1.1. The Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract. The Contractor shall provide the Department with a final list of Key Personnel assigned to the Contract.

1.3.1.1.1. DELIVERABLE: Final list of names of the Key Personnel assigned to the Contract

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

1.3.1.2. The Contractor shall provide the Department with an updated final list of Key Personnel assigned to the Contract annually.

1.3.1.2.1. DELIVERABLE: Updated Final list of names of the Key Personnel assigned to the Contract

1.3.1.2.2. DUE: Annually, within fifteen (15) Business Days after the beginning of each SFY

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

1.3.2. Other Personnel Responsibilities

1.3.2.1. 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.

1.3.2.2. 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.

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

1.3.2.4. 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:

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

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

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

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

1.3.2.4.3. The Contractor shall provide an updated list that includes the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department annually.

1.3.2.4.3.1. DELIVERABLE: Updated list with the names of each Subcontractor and items on which each Subcontractor will work

1.3.2.4.3.2. DUE: Annually, within fifteen (15) Business Days after the beginning of each SFY

## 1.4. GENERAL BUSINESS FUNCTIONS

1.4.1. Business Functions

1.4.1.1.1. Providing access to its facilities fifty two (52) weeks of the year for Clients, service providers and others on Business Days.

1.4.1.1.1.1. The Contractor shall ensure reasonable accommodations are made available for Clients who need assistance or consultation outside the posted hours of operation. The Contractor shall provide emergency contact information to the Department for Key Personnel, when posted hours of operation do not follow a standard Monday through Friday schedule.

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

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

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

1.4.1.1.5. Following standards set by the Department. These standards include but are not limited to Communication Briefs, technical assistance documents, Provider Bulletins and Agency Letters.

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

1.4.1.1.7. Providing written notifications, according to Department guidelines, to Clients and/or guardians when a potential conflict of interest exists, if the Contractor is also the Service Provider.

1.4.1.1.7.1. The Contractor shall ensure that written notifications are provided to Clients informing them of their rights and the potential influence the Contractor has on the Service Planning process, such as:

1.4.1.1.7.1.1. Exercising free choice of providers.

1.4.1.1.7.1.2. Controlling the content of the Service Plan, including assessment of risk, services, frequency and duration.

1.4.1.1.8. Providing the Client and/or guardian with written information about how to file a provider agency complaint as well as how to make a complaint against the Contractor.

1.4.1.1.8.1. Upon Client and/or guardian request, the Contractor shall provide an option for the Client and/or guardian to obtain a different CCB to develop and monitor the Service Plan.

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

1.4.1.3. The Contractor shall submit Department required information electronically upon the Department's request.

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

1.4.2. Training

1.4.2.1. The Contractor shall ensure that all case management staff receives training within ninety (90) days after the staff member's hire date and prior to being assigned independent case management duties, in the following areas:

1.4.2.1.1. Long Term Care Eligibility.

1.4.2.1.2. Intake and Referral.

1.4.2.1.3. ULTC 100.2 Assessment.

1.4.2.1.4. Service Plan Development.

1.4.2.1.5. Notices and Appeals.

1.4.2.1.6. BUS Documentation.

1.4.2.1.7. Home Health.

1.4.2.1.8. Monitoring of services and supports.

1.4.2.1.9. Applicable state laws and agency policies and procedures related to Mistreatment, Abuse, Neglect and Exploitation.

1.4.2.1.10. Incident Reporting to include Critical Incidents

1.4.2.2. The Contractor shall ensure that Case Managers are trained in waiver requirements and services.

1.4.2.3. The Contractor shall provide the Department with an electronic listing of all case management staff currently employed and the date on which each received training in the training areas identified in Section 1.4.2.1, using the reporting template provided by the Department.

1.4.2.3.1. DELIVERABLE: Listing of Case Management Staff

1.4.2.3.2. DUE: Semi-annually by July 15th and January 15th

1.4.2.4. The Contractor shall submit a job description for all case management staff not trained in a specific area, as defined in Section 1.4.2.1, to demonstrate that it is not applicable to his/her case management functions.

1.4.2.4.1. DELIVERABLE: Job Descriptions for Case Management positions requesting exemptions from training requirements

1.4.2.4.2. DUE: As necessary

1.4.3. Appeals

1.4.3.1. The Contractor shall represent the Department and work towards obtaining a favorable decision in all appeals initiated during this Contract.

1.4.3.2. The Contractor shall represent its actions at Administrative Law Judge hearings when the Client appeals a denial or adverse action made by the Contractor.

1.4.3.3. The Contractor shall ensure the Department's interests are represented in accordance with 10 CCR 2505-10, Sections 8.057 et. seq and other official Department directions.

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

1.4.3.5. The Contractor shall submit all exceptions and include all relevant information to substantiate the Department's interests.

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

1.4.4. Complaints and Grievances

1.4.4.1. The Contractor shall receive, document and track complaints regarding the Contractor and/or service provider agencies. Documentation shall consist of a complaint log that includes the date of complaint, name of the complainant, the nature of the complaint and the date of resolution.

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

1.4.4.1.1.1. DELIVERABLE: Complaint Trends Analysis.

1.4.4.1.1.2. DUE: Quarterly, by July 15th, October 15th, January 15th, and April 15th of each year.

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

1.4.4.2.1. Document complaints received.

1.4.4.2.2. Address substantiated complaints.

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

1.4.4.2.4. Conduct a quarterly complaint process trend analyses.

## 1.5. DISABILITY DETERMINATION AND WAITING LIST MANAGEMENT

1.5.1. Intellectual and Developmental Disability Determination

1.5.1.1. The Contractor shall determine whether an applicant meets the definition of an individual with intellectual and/or developmental disabilities as defined under 10 CCR 2505-10, section 8.600.4 and whether the applicant is eligible under 10 CCR 2505-10, section 8.607.2 to receive services and supports.

1.5.2. To manage the Waiting List the Contractor shall:

1.5.2.1. Verify demographic information.

1.5.2.2. Compile and correct data.

1.5.2.3. Complete data entry of waiting list record into the Department prescribed system within ten (10) Business Days of any addition or change to the waiting list for HCBS-DD, HCBS-SLS, HCBS-CES, State SLS, and FSSP.

1.5.2.4. Conduct a semiannual follow-up with individuals and families with a status of As Soon As Available (ASAA) to update changes in demographic information and ensure that the individual is appropriately identified on waiting lists for the program and services individuals are eligible to receive.

1.5.2.4.1. PERFORMANCE STANDARD: One hundred percent (100%) of individuals with an ASAA status on the waiting list contacted semiannually.

1.5.2.4.2. Conduct an annual follow-up with individuals and families with a status of safety net or individuals waiting for the Family Support Services Program (FSSP) to update changes in demographic information and ensure that the individual is appropriately identified on waiting lists for the program and services individuals are eligible to receive.

1.5.2.5. Update the Department prescribed system with changes in demographic or other information.

1.5.2.6. Select individuals from the waiting list by "order of selection date".

1.5.2.6.1. When an enrollment becomes available from the HCBS-SLS, HCBS-CES, or State SLS waiting list, the Contractor shall determine from the applicable waiting list, the person that will be offered an enrollment in the program by order of selection date.

1.5.2.6.2. When an enrollment becomes available from the HCBS-DD waiting list, the Department shall notify the Contractor of the person that will be offered an enrollment by the order of selection date.

1.5.2.6.3. In cooperation with the local Family Support Council, the Contractor shall develop procedures for determining how and which individuals on the waiting list will be enrolled into the Family Support Services Program (FSSP).

1.5.2.7. The Contractor shall remove individuals from the waiting list, or change an individual's waiting list status to "safety net" or "see date" category, when an enrollment is authorized to the individual, and the individual or guardian refuses enrollment.

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

1.5.2.9. Provide information and referrals to Clients, families and/or guardians at the time of the semiannual follow-up.

1.5.2.9.1. The Contractor shall continue to refer Clients on the waiting list to other community resources that may be available and inform clients of their choice of providers, waivers, and services.

1.5.2.10. Provide assistance completing Medicaid financial applications or other public assistance program applications at the time assistance is requested by the individual, family, or guardian.

1.5.2.11. Compilation and Correction of Waiting List Data

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

1.5.2.11.2. PERFORMANCE STANDARD: One hundred percent (100%) of waiting list data corrected with ten (10) Business Days of notification.

## 1.6. STATE PROGRAMS

1.6.1. Rules, regulations and references

1.6.1.1. The Contractor shall abide by and perform its duties and obligations in conformity with relevant federal law, all pertinent federal regulations, State law, rules and regulations of the Department of Health Care Policy and Financing at 10 CCR 2505-10 and the Colorado Department of Public Health and Environment at 6 CCR 1011 which include, but are not limited to:

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

1.6.1.1.2. Colorado Department of Health Care Policy and Financing Regulation at 10 CCR. 2505-10.

1.6.1.1.3. Colorado Department of Health Care Policy and Financing, Division for Intellectual and Developmental Disabilities Agency Letters.

1.6.1.1.4. Colorado Department of Public Health and Environment at 6 CCR 1011-1.

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

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

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

1.6.2. Service Support Requirements

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

1.6.2.1.1. Community Centered Board Designation

1.6.2.1.1.1. Subject to available appropriations, the Department shall provide or purchase authorized services and supports for individuals with intellectual and developmental disabilities pursuant to C.R.S. § 25.5-10-206, by contracting with the Community Centered Board (CCB) under C.R.S. § 25.5-10-209, and have the Contractor purchase or provide services for eligible persons under the provisions of C.R.S. § 25.5-10-211 *et seq.* In accordance with applicable statutes and rules, the Contractor, has been designated as the Community Centered Board serving Arapahoe and Douglas County and the City of Aurora.

1.6.2.1.1.2. Single Entry Point

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

1.6.2.1.1.3. Individualized Plans

1.6.2.1.1.3.1. The Contractor shall develop an Individual Plan within thirty (30) days after a participant is enrolled into a program.

1.6.2.1.1.3.1.1. DELIVERABLE: Individual Plan.

1.6.2.1.1.3.1.2. DUE: Within thirty (30) days after a participant is enrolled into a program.

1.6.2.1.1.3.1.3. The Contractor shall ensure that one hundred percent (100%) of Individual Plans are developed within thirty (30) days of the individual selecting services

1.6.2.1.1.3.1.4. PERFORMANCE STANDARD: One hundred percent (100%) of Individual Plans are developed within thirty (30) days of the individual selecting services.

1.6.2.1.1.4. Periodic Reviews

1.6.2.1.1.4.1. The Contractor shall conduct periodic reviews, annually at a minimum, for each person receiving services to:

1.6.2.1.1.4.1.1. Determine whether planned services and supports have been provided.

1.6.2.1.1.4.1.2. Determine the appropriateness of current services and supports.

1.6.2.1.1.4.1.3. Identify whether results have been achieved as specified in such person's Individualized Plan.

1.6.2.1.1.4.1.4. Modify and revise current services or supports to meet the identified needs of the person receiving services.

1.6.2.1.1.4.2. The Contractor shall make the Periodic Reviews available to the Department for review upon request.

1.6.2.1.1.4.2.1. DELIVERABLE: Periodic Reviews

1.6.2.1.1.4.2.2. DUE: Within thirty (30) days of the Department's request

1.6.2.1.2. Adult State Supported Living Services

1.6.2.1.2.1. The Contractor shall not add surcharges to the purchase of covered services for Adult State Supported Living Services (State SLS).

1.6.2.1.2.2. The Contractor shall provide a list of qualified providers for all services to Clients and families, during the individualized planning process, and to other interested parties upon request.

1.6.2.1.2.2.1. The Contractor shall provide or subcontract to provide community services to individuals enrolled in State SLS who meet the intellectual and developmental disabilities criteria and the eligibility requirements for the specific program.

1.6.2.1.2.3. The Contractor shall maintain written documentation on how rates are established pursuant to 10 CCR 25-10 8.603.10, and make this documentation available to the Department upon request.

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

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

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

1.6.2.1.2.5. The Contractor shall report all transfers of State SLS services from one Contract agency to another to the Department within ten (10) Business Days of the date of transfer on the Department prescribed template.

1.6.2.1.2.5.1. DELIVERABLE: Notification of State SLS transfers

1.6.2.1.2.5.2. DUE: Within ten (10) Business Days of the date of transfer.

1.6.2.1.2.6. The Contractor shall maintain Client records within the Department prescribed system. Enrollments and terminations shall be entered into the Department prescribed system within ten (10) Business Days of the change.

1.6.2.1.2.7. The Contractor shall enter all State SLS expenditures into the Department prescribed system subcategories within thirty (30) days of the last day of the previous month. The Contractor shall only enter expenditures into the Department prescribed system that are allocated directly from the Department and distributed through this Contract. Contractors shall not enter expenditures beyond the amount allocated by the Department.

1.6.2.1.2.8. The Contractor shall maintain internal documentation of expenditures and shall make them available to the Department upon request.

1.6.2.1.2.9. State SLS Funds Utilization

1.6.2.1.2.9.1. Direct Service Funds

1.6.2.1.2.9.1.1. The Contractor shall utilize appropriated State SLS Direct Service funds to provide services to support individuals with an intellectual and developmental disability living in the community.

1.6.2.1.2.9.1.2. The Contractor shall not utilize State SLS Direct Service funding to support case management or other general and administrative duties of the Contractor.

1.6.2.1.2.10. Case Management Funds

1.6.2.1.2.10.1. The Contractor shall utilize appropriated Case Management Funds to:

1.6.2.1.2.10.1.1. Maintain the determination of eligibility for services and supports.

1.6.2.1.2.10.1.2. Provide service and support coordination.

1.6.2.1.2.10.1.3. Monitor all services and supports delivered pursuant to the Individualized Plan.

1.6.2.1.2.11. Management and General Administration Funds

1.6.2.1.2.11.1. The Contractor shall utilize appropriated Management and General Administration Funds to perform activities for the financial and corporate administration of the agency specific to State SLS required by the Department.

1.6.2.1.2.11.2. The Contractor shall ensure that Management and General Administration Funds do not exceed fifteen percent (15%) of direct service and case management expenditures.

1.6.2.1.3. Family Support Services

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

1.6.2.1.3.2. The Contractor shall establish and maintain a Family Support Council pursuant to C.R.S. § 25.5-10-304.

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

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

1.6.2.1.3.4.1. The Contractor shall adhere to the Department of Human Services' response to Senate Bill 03-258, Legislative Footnote 89, prioritization of families 'most in need' which identifies five (5) parameters to assure that families most in need are served with state funds including: the individual's disability and overall care needs, the individual's behavior, the families composition and stability, access to support networks and access to resources.

1.6.2.1.3.4.2. The Contractor shall enter all individuals eligible for FSSP funding in the Department prescribed system as either active or waiting list within ten (10) Business Days from the date the individual was determined eligible for services.

1.6.2.1.3.5. The Contractor shall enter all State FSSP expenses reimbursed to families into the Department prescribed system subcategories within thirty (30) days of the last day of the previous month. The Contractor shall only enter expenditures into the Department prescribed system that are allocated directly from the Department and distributed through this Contract. Contractors shall not enter expenditures beyond the amount allocated by the Department.

1.6.2.1.3.6. The Contractor shall maintain internal documentation of funds requested, approved, denied and reimbursed to families for each FSSP service and shall make them available to the Department upon request. Receipts or statements signed by the individual or agency providing services are required to account for all expenditures.

1.6.2.1.3.6.1. DELIVERABLE: Documentation of FSSP funds requested, approved, denied and reimbursed

1.6.2.1.3.6.2. DUE: Within thirty (30) Days after the Department's request.

1.6.2.1.4. FSSP Funds Utilization

1.6.2.1.4.1. Direct Service Funds

1.6.2.1.4.1.1. The contractor shall utilize appropriated FSSP Direct Service funds to reimburse or advance funds to families for expenses that are incurred to support the family and/or individual with an intellectual or developmental disability or delay living in the family home.

1.6.2.1.4.1.2. The Contractor shall utilize FSSP Direct Service funds to provide funding to families for expenses referenced in C.R.S. § 25.5-10-305 (a-j).

1.6.2.1.4.1.3. The Contractor shall not use FSSP Direct Service funding to support case management or management and general and administrative duties of the Contractor.

1.6.2.1.4.2. Case Management Funds

1.6.2.1.4.2.1. The Contractor shall utilize appropriated Case Management Funds to:

1.6.2.1.4.2.1.1. Maintain the determination of eligibility for services and supports.

1.6.2.1.4.2.1.2. Provide service and support coordination.

1.6.2.1.4.2.1.3. Monitor all services and supports delivered pursuant to the Individualized Plan.

1.6.2.1.4.2.1.4. Complete the evaluation of results identified in the FSSP Individualized Plan pursuant to 10 C.C.R. 2505-10, Section 8.607.4.

1.6.2.1.4.3. Management and General Funds

1.6.2.1.4.3.1. The Contractor shall utilize appropriated Management and General Administration Funds to perform activities for the financial and corporate administration of the agency specific to FSSP required by the Department.

1.6.2.1.4.3.2. The Contractor shall ensure that Management and General Administration Funds shall not exceed fifteen percent (15%) of direct service and case management expenditures.

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

1.6.2.2.1. The Contractor shall provide or arrange for the provision of OBRA-SS to any individual identified by the Pre-Admission Screening and Resident Review (PASRR) Level II assessment as potentially having an intellectual disability or related condition who resides in a nursing facility and requires specialized services in addition to the care provided by the nursing facility. The Contractor shall ensure that OBRA-SS shall be related to the individual's intellectual disability or related condition and individualized to the resident's needs.

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

1.6.2.2.3. The Contractor shall enroll individuals into OBRA-SS, as long as the individual requires a nursing facility.

1.6.2.2.4. The Contractor shall maintain Client records within the Department prescribed system. All changes to OBRA-SS enrollments, shall be entered into the Department prescribed system within ten (10) Business Days of the change. The Department may adjust the number of authorized enrollments based on fluctuating enrollments.

1.6.2.2.5. The Contractor shall enter all OBRA-SS expenditures into the Department prescribed system within thirty (30) days of the last day of the previous month. The Contractor shall only enter expenditures into the Department prescribed system that are allocated directly from the Department and distributed through this Contract. Contractors shall not enter expenditures beyond the amount allocated by the Department.

1.6.2.3. OBRA-SS Funds Utilization

1.6.2.3.1. Direct Service Funds

1.6.2.3.1.1. The Contractor shall utilize appropriated Direct Service funds to provide services to support individuals with intellectual and developmental disabilities living in a nursing facility. The contractor shall not utilize Direct Service funding for services that are provided by the Nursing Facility through Medicaid reimbursement.

1.6.2.3.1.2. The Contractor shall not utilize Direct Service funding to support case management or other general and administrative duties of the Contractor.

1.6.2.3.2. Case Management Funds

1.6.2.3.2.1. The Contractor shall utilize appropriated Case Management Funds to:

1.6.2.3.2.1.1. Maintain the determination of eligibility for services and supports.

1.6.2.3.2.1.2. Provide service and support coordination.

1.6.2.3.2.1.3. Monitor all services and supports delivered pursuant to the Individualized Plan.

1.6.2.3.3. Management and General Funds

1.6.2.3.3.1. The Contractor shall utilize appropriated Management and General Administration Funds to perform activities for the financial and corporate administration of the agency specific to OBRA-SS required by the Department.

1.6.2.3.3.2. The Contractor shall ensure that Management and General Administration Funds shall not exceed fifteen percent (15%) of direct service and case management expenditures.

1.6.2.4. Compilation and Correction of Data

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

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

1.6.3. Mental Health Services Prohibited

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

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

## 1.7. MEDICAID PROGRAMS

1.7.1. Rules, Regulations and References

1.7.1.1. The Contractor shall comply with all State Medicaid regulations promulgated by the Department. These regulations include, but are not limited to, Department regulations regarding the HCBS-DD waiver, 10 CCR 2505-10, Section 8.500 to 8.500.80, the HCBS-SLS waiver, 10 CCR 2505-10, Sections 8.500.90 to 8.500.102, the HCBS-CES waiver, 10 CCR 2505-10, Section 8.503, *et seq.*, Long Term Care, 10 CCR 2505-10, Sections 8.400 to 8.401, and Recipient Appeals, 10 CCR 2505-10, Section 8.507. The Contractor shall comply with all applicable regulations promulgated by the Department. Without limitation these regulations include 10 CCR 2505-10, Sections 8.600, *et seq.*

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

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

1.7.2. Management, Administration and Eligibility

1.7.2.1. Medicaid Administrative Functions

1.7.2.1.1. The Contractor shall perform Medicaid administrative functions including but not limited to the following:

1.7.2.1.1.1. Providing access to services for all eligible LTSS Clients in accordance with Department rules and instructions on waiting list management.

1.7.2.1.1.2. Authorizing and administering services through the HCBS-DD, HCBS-SLS and HCBS-CES waivers in accordance with the eligibility criteria as defined by applicable state and federal statutes and regulations.

1.7.2.1.1.3. Providing quality assurance services which include:

1.7.2.1.1.3.1. Review, follow up and resolution of complaints and grievances applying Department policies and procedures for the review.

1.7.2.1.1.3.2. Quality Improvement Strategy (QIS) activities and reporting.

1.7.2.1.1.3.3. Incident reporting and response to include critical incidents.

1.7.2.1.1.3.4. Establish and participate in a Human Rights Committee pursuant to C.R.S 25.5-10-209(h).

1.7.2.1.1.3.5. Investigation and documentation of Mistreatment, Abuse, Neglect and Exploitation (MANE) allegations.

1.7.3. Utilization Review

1.7.3.1. The Contractor shall provide staff that meet the qualifications set forth in state statutes and regulations to perform Utilization Review and administrative functions.

1.7.3.2. The Contractor shall conduct an Initial Functional Needs Assessment for all new applicants to HCBS-DD, HCBS-SLS, HCBS-CES waivers, and the Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF-IID). The Contractor shall enter the assessment into the BUS within (10) Business Days of completing the assessment.

1.7.3.2.1. DELIVERABLE: Initial Functional Needs Assessment

1.7.3.2.2. DUE: Within ten (10) Business Days after completing the Assessment

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

1.7.3.3.1.1. DELIVERABLE: Continued Stay Review

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

1.7.3.3.2. Failure by the Contractor to complete the annual Functional Needs Assessment Update shall cause a break in payment authorization for waiver services for the Client.

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

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

1.7.3.4. The Contractor shall conduct a Supports Intensity Scale (SIS) assessment for all HCBS-DD and HCBS-SLS enrollments and reassessments as set forth by the Department's prescribed guidelines. The contractor shall not be reimbursed for a SIS assessment prior to the individual being determined eligible for a waiver through the functional needs assessment and confirmation of financial eligibility. The Contractor shall enter the SIS Assessment into SIS Online within thirty (30) Business Days of completing the assessment.

1.7.3.4.1. DELIVERABLE: SIS Assessment

1.7.3.4.2. DUE: Within thirty (30) Business Days of completing the assessment

1.7.4. Organized Health Care Delivery System (OHCDS) Functions

1.7.4.1. The Contractor shall execute and maintain a Medicaid Provider Agreement with the Department for all services available through the HCBS-CES, HCBS-DD and HCBS-SLS waivers.

1.7.4.2. The Contractor shall create and maintain documentation of all applicable Provider qualifications for services rendered under the Contractor's Medicaid Provider Agreement, whether those services are rendered by the Contractor's employees or by a Subcontractor.

1.7.4.3. The Contractor shall comply with 42 CFR §447.10, et seq.

1.7.5. Business Agency Functions

1.7.5.1. If the Contractor acts as a business agent that furnishes statements and receives payments in the name of another service provider, the Contractor shall execute and maintain a Medicaid Provider Agreement as a billing agent.

1.7.5.1.1. The Contractor shall comply with 42 CFR §447.10(f).

1.7.5.1.2. The Contractor shall ensure that all claims for reimbursement submitted by the Contractor acting as a business agent for another service provider shall include the rendering service provider's identification number.

1.7.6. Authorization and Reporting of HCBS-DD Enrollments

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

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

1.7.6.2.1. DELIVERABLE: HCBS-DD Vacancy Reporting

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

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

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

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

1.7.7. Management Information Systems and Reporting

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

1.7.7.2. The Contractor shall:

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

1.7.7.2.2. Submit PARs for entry into the Department prescribed system according to direction from the Department.

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

1.7.7.2.4. Incident Reports

1.7.7.2.4.1. Maintain a database system to review the frequency and type of all reportable incidents for individuals the contractor provides case management services for in accordance with Department regulations.

1.7.7.2.5. Provide Critical Incident Reporting that includes:

1.7.7.2.5.1. Reporting critical incidents to the Department proscribed system as soon as possible, but no later than noon the business day following notification.

1.7.7.2.5.2. Ensuring all suspected incidents of abuse, mistreatment, neglect or exploitation are immediately reported consistent with current statute; section 19-10-103 C.R.S. Colorado Children's Code, section 18-8-115 C.R.S (Colorado Criminal Code- Duty to Report a Crime), and section 26-3.1-102, C.R.S (Social Services Code-Protective Services)

1.7.7.2.5.3. Entering all follow-up information in the Department prescribed system and maintain detailed documentation of actions completed.

1.7.7.2.5.4. Reviewing and analyzing critical incidents to identify trends and problematic practices and documenting appropriate corrective action.

1.7.7.2.6. Provide Incident Reporting that includes:

1.7.7.2.6.1. Providing incident report data on the Department prescribed template for the purpose of the Department's quarterly aggregation of the number and type of incidents. This shall include reviewing and analyzing incidents to identify trends and problematic practices and documenting appropriate corrective action.

1.7.7.2.6.2. Performing incident trend analyses quarterly that shall be delivered to the Department for review and approval.

1.7.7.2.6.2.1. DELIVERABLE: Incident Trend Analyses

1.7.7.2.6.2.2. DUE: Quarterly by July 15th, October 15th, January 15th and April 15th

## 1.8. CORRECTIVE ACTION PLAN

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

1.8.1.1. A detailed time frame specifying the actions to be taken,

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

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

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

1.8.2.1. DELIVERABLE: Corrective Action Plan

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

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

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

1.8.4.1. In the event of a rejection of Contractor's Corrective Action Plan the Contractor shall re-write the corrective action plan and resubmit it to the Department for review.

1.8.4.1.1. DELIVERABLE: Revised Corrective Action Plan.

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

1.8.5. Upon acceptance by the Department the Contractor shall implement the corrective action plan.

1.8.6. If corrections are not made by the timeline specified by the Department then funds may be withheld from the monthly Management and General Administration payments. Payments of funds for Management and General Administration will resume beginning the month that the correction is made.

## 1.9. ACCOUNTING

1.9.1. The Contractor shall use a recognized system of accounting to accurately reflect the details of the business.

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

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

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

1.9.4.1. DELIVERBALE: Transaction and Funds Documentation.

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

## 1.10. CLOSEOUT PERIOD

1.10.1. The Contract shall have a Closeout Period.

1.10.1.1. 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.

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

1.10.2. Closeout Period

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

1.10.2.1.1. Implement the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department, as described in Section 1.10.3 and complete all steps, deliverables and milestones contained in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.

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

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

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

1.10.2.1.5. Notify all Clients that the Contractor will no longer be the Community Centered Board. 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, but in no event shall the Contractor deliver any such notification prior to approval of that notification by the Department.

1.10.2.1.5.1. DELIVERABLE: Client Notifications

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

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

1.10.2.2. 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.

1.10.3. Closeout Planning

1.10.3.1. Closeout Plan

1.10.3.1.1. 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 Community Centered Board 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 Clients and the Department. The Contractor shall deliver the Closeout Plan to the Department for review and approval.

1.10.3.1.1.1. DELIVERABLE: Closeout Plan

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

1.10.3.1.2. 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.

1.10.3.1.2.1. DELIVERABLE: Closeout Plan Update

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

## SECTION 2.0 COMPENSATION AND INVOICING

### 2.1. STATE FUNDED PROGRAM COMPENSATION

2.1.1. In consideration for the services provided by the Contractor under the terms of this Contract, the Department shall reimburse the Contractor as follows:

2.1.1.1. The Department shall pay to the Contractor the amount due for State-funded services, as allocated, within thirty (30) days of presentation of a billing and upon approval of the Department.

2.1.1.1.1. The Contractor shall submit its bill in a format prescribed by the Department and in accordance with the method of payment described in this Section.

2.1.1.2. The Contractor shall receive payment as it is earned, in whole or in part, from available State funds in an amount not to exceed the amount listed in Section 7, Payments to Contractor, Subsection A, Maximum Amount, for the purchase of services under all program contracts. The liability of the State, at any time, for such payment shall be limited to the unexpended amount remaining of such funds.

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

2.1.1.3.1. If necessary to fully utilize program appropriations.

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

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

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

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

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

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

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

2.1.1.6. In the event that the Contractor is not able to comply with the terms of this Contract due to a decrease in funds or change in rules, the Contractor may submit a request to renegotiate this Contract or request a waiver of the rules governing the provision of services in accordance with 10 CCR 2505-10, section 8.600.5.G, as it currently exists or may hereafter be promulgated or amended. If the Department approves the renegotiation of terms, this Contract shall be amended to incorporate approved renegotiated Contract provisions or approved waivers. If the amended Contract is not signed within thirty (30) days of being submitted to the Contractor, then this Contract shall terminate upon the expiration of thirty (30) days.

2.1.2. Disbursement of Funds

2.1.2.1. Disbursement of funds for services and supports shall be made through the 1/12th per month Disbursement Method for Family Support Services, Adult State Supported Living Services, Management and General Administration and Case Management Services. Funds disbursed on a 1/12th basis shall be expended within the program area where disbursed.

2.1.2.2. Funds for Eligibility Determination and Waiting List Management shall be distributed as determined by the Department.

2.1.3. Unexpended Service Funds

2.1.3.1. Performance Standards and audited program expenditures, for funds disbursed, are criteria used to determine the Contractor's compliance with the terms of this Contract for funds that have been disbursed and expended for Direct Services.

2.1.3.2. The Contractor shall remit any Direct Service funds disbursed under this Contract for FSSP, State SLS, and OBRA-SS that are not expended by close of the State's fiscal year. If the Contractor does not expend all Direct Service funds, the Department shall invoice for repayment of all unspent funds by October 31st of the following fiscal year. If the Contractor does not expend all Direct Service funds, the Department shall invoice for repayment Management and General Administration funds to ensure fees do not exceed fifteen percent.

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

2.1.3.2.2. Repayment of all funds shall be remitted to the Department by December 31st of the following fiscal year.

2.1.4. Adjustments to Fund Disbursement Amounts

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

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

2.1.4.1.2. The disbursements of Management and General Administration Fees exceed fifteen percent (15%) of the total Direct Service and Case Management Fee funds disbursed.

2.1.4.1.3. The Contractor has not remitted unexpended service funds as set forth in Section 2.1.3 of this Contract

## 2.2. MEDICAID ADMINISTRATIVE COMPENSATION

2.2.1. Medicaid Administrative Rates

2.2.1.1. The Department shall pay the Contractor for the Medicaid Program at the rates shown in the following table:

2.2.1.1.1. Medicaid Administrative Rate Table

| DESCRIPTION | RATE |
|---|---|
| IDD DETERMINATION | $253.85 |
| QUALITY ASSURANCE | $25.51 |
| UTILIZATION REVIEW | $81.31 |
| PASRR | $53.43 |
| OBRA-SS PRE-ADMISSION EVALUATION | $148.42 |
| SIS ASSESSMENTS | $233.09 |
| PASRR PSYCHOLOGICAL EVALUATION | Actual Costs up to $423.44 per evaluation |

2.2.1.2. The Department may modify the rates shown in this section based on the Medicaid Provider rate increases authorized by the Colorado legislature or due to an administrative error. In the event that the Department does modify these rates, the Department may modify them through the use of an Option Letter.

2.2.2. Billing/Payment Procedure

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

## 2.3. INVOICING AND PAYMENT PROCEDURES

2.3.1. Intellectual and Developmental Disability Determinations

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

2.3.2. Quality Assurance

2.3.2.1. The Contractor shall input all PARs into the Department prescribed system after completing the service plan. The Department will pay all active PARs based on data pulled from the Department prescribed system on the eighteenth (18) day of the month for PARs from the previous month.

2.3.3. Utilization Review

2.3.3.1. The Contractor shall input all Utilization Reviews into the Department prescribed system. The Department will pay for Initial Assessments, Continued Stay Reviews, and Waitlist Assessments from data pulled from the Department prescribed system on the eighteenth (18) day of the month for assessments from the previous month. The Department shall not pay for Waitlist Reviews completed for those HCBS waivers that do not have a waiting list.

2.3.4. PASRR

2.3.4.1. The Contractor shall invoice the Department by the last day of the month for all Pre-Admission Screenings and Resident Reviews. The Contractor may invoice for Psychological Evaluations for up to four hundred twenty three dollars and forty four cents ($423.44) of the total cost. The Department will pay for all screenings and reviews once the invoice is reviewed and accepted.

2.3.5. OBRA-SS Pre-Admission Evaluation

2.3.5.1. The Contractor shall invoice the Department by the last day of the month for all OBRA-SS Pre-Admission Evaluations. The Department will pay for all evaluations once the invoice is reviewed and accepted.

2.3.6. SIS Assessments

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

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

2.3.8. Payment and Billing Errors

2.3.8.1. The Contractor shall notify the Department of any errors in billing or payment within ten (10) Business Days of receiving a payment summary to ensure over and under payments are adjusted. The Department will review information submitted by the Contractor and may make changes based on this review.

2.3.8.1.1. If an overpayment is identified, the Department will withhold the amount from the next monthly reimbursement to the Contractor and, if necessary, from each monthly payment thereafter to the Contractor, until all overpayment of funds are recovered.

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