

FOOTHILLS GATEWAY, INC.

Dispute Resolution

POLICY:

It is the policy of Foothills Gateway, Inc. that all persons receiving services, or applicants for services, or parents of a minor, guardians and/or authorized representatives are entitled to report any dispute without fear of adverse actions as a result of filing said dispute.

These policies and procedures govern disputes in the following areas (Pursuant to Section 27-10.5-104.5 (3)(C)CRS).

1. Disputes between Individuals and Larimer County Program Approved Service Agencies under contract with Foothills Gateway, Inc., and Individual and Foothills Gateway, Inc.-Community Center Board.
2. Contract disputes between Foothills Gateway, Inc. and Larimer County Program Approved Service Agency(s); and,
3. Disputes between Colorado Department of Human Services and Foothills Gateway, Inc. or the Colorado Department of Human Services and Larimer County Program Approved Service Agency(s).

1. Disputes between Individuals and Larimer County Program Approved Services Agencies under Contract with Foothills Gateway, Inc. and Individuals and Foothills Gateway, Inc.-Community Center Board.

PROCEDURE:

1. Disputes between Individuals and Larimer County Program Approved Service Agencies under contract with Foothills Gateway, Inc., and Individuals and Foothills Gateway, Inc.-Community Center Board will be handled in accordance with rules as promulgated by Colorado Department of Human Services (CDHS).

The use of this procedure shall not prejudice future provision of appropriate services and supports. All persons receiving services, applicants for services, parent/guardian of minors or authorized representative as appropriate, will be informed orally and in writing, of the Agency's dispute resolution procedure:

- At the time of application;
- At the time the IP is developed;
- Anytime changes in the IP are made;
- Upon request of above named parties.

This procedure may be implemented for any of the following circumstances:

- Applicant is not eligible for services or supports;
- Person is no longer eligible for services and supports;
- Services or supports are to be terminated;
- Services set forth in the IP are to be changed, reduced, or denied.

The dispute resolution procedure will be provided in writing, in English. Interpretation in native languages other than English and through other modes of communication shall be

made available upon request. Assistance will be provided as necessary to make all information understood to the greatest extent possible by the consumer and representative. An individual shall not be coerced, intimidated, threatened or retaliated against because that individual has exercised his or her right to file a dispute or has participated in the dispute resolution process with the agency initiating the action. Upon such dispute, the following provisions shall be initiated:

Notice of the action shall be provided to the person receiving services/applicant and to the person's parents of a minor, guardian and/or authorized representative at least fifteen (15) working days prior to the date such actions enumerated becomes effective. The above named persons may dispute such action(s) by filing a dispute.

The opportunity to resolve the issue through an informal negotiation process will be provided. Mediation could be considered as one means to informal negotiation if both parties voluntarily agree to this process. The informal negotiation process can only be waived through mutual consent. The opportunity for resolution of a dispute through informal negotiation shall include the scheduling of a meeting of all parties or their representative with fifteen (15) working days of the receipt of the dispute.

After opportunities for informal negotiation of the dispute have been attempted or mutually waived either party may request that the dispute resolution process be initiated.

Parents or guardian of a minor, age birth to three years, may utilize the dispute resolution process specified under the requirements of the Procedural Safe Guards for early intervention services pursuant to the Individuals with Disabilities Education Act.

The dispute resolution procedures of Foothills Gateway, Inc. or the Program Approved Service Agency shall, at a minimum, afford due process by providing the opportunity of the parties to present information and evidence in support of their positions to an impartial decision maker or their designee. The impartial decision maker may be the Executive Director of Foothills Gateway, Inc., or designee. The impartial decision maker shall not have been directly involved in the specific decision at issue or service agency. Notification, of at least ten (10) days prior to the meeting, will be given to all parties, unless waived by the objecting party or parties.

The objecting party may have representation by counsel, authorized representation or another individual if the objecting party so desires. He/she may also have the opportunity to respond to or question the opposing position.

Recordings of the proceedings by electronic device or a reporter may be made by any involved party.

A written decision will be submitted within fifteen (15) days of the meeting to the objecting party and participants setting forth the reasons.

If the dispute is not resolved, the objecting party will be notified that they may request that the Executive Director of the Colorado Department of Human Services or designee review the decision.

2. Contract disputes between Larimer County Program Approved Service Agencies under contract with Foothills Gateway, Inc. and Foothills Gateway, Inc.

PROCEDURE:

Contract disputes between Larimer County Program Approved Service Agencies (PASA) and Foothills Gateway, Inc. will be handled in accordance with rules as promulgated by the Colorado Department of Human Services (CDHS).

The dispute shall be submitted in writing by the Program Approved Service Agency to Foothills Gateway, Inc., the Community Center Board.

- The protest shall state the specific grounds for the dispute and the relief requested;
- The Program Approved Service Agency shall provide all available exhibits, evidence, arguments and documents believed to substantiate the protest.

Foothills Gateway, Inc. may request, within fifteen (15) working days from which the written protest was postmarked, additional information deemed necessary to resolve the protest.

Within fifteen (15) working days following the receipt of written materials and additional requested information, Foothills Gateway, Inc. shall respond to the protest by issuing a written decision, which shall be inclusive of the reason(s) for the decision. The decision rendered shall inform the Program Approved Service Agency of the right to seek review of the decision by the CDHS.

Foothills Gateway, Inc. shall maintain a copy of the Program Approved Service Agency's documentation, the decision and the contract in its files, and they shall be made available to the CDHS upon request.

If the Program Approved Service Agency disagrees with the decision made by Foothills Gateway, Inc. within ten (10) working days of the decision may request that the Executive Director or designee of the Colorado Department of Human Services review the decision.

Upon request for review, the Program Approved Service Agency shall submit all relevant documents relating to the dispute.

The Executive Director of the Colorado Department of Human Services or designee shall review the dispute and determine if the issue in dispute is within the jurisdiction of the CDHS to resolve or if court action is necessary.

If the Executive Director of the Colorado Department of Human Services or designee determines that CDHS review is appropriate, Foothills Gateway, Inc. shall negotiate with the CDHS a reasonable period of time not to exceed ten (10) working days, in which to respond to the submitted information.

The Colorado Department of Human Services (CDHS) shall have the right to additional information it deems necessary and may request oral argument.

The Executive Director of the Colorado Department of Human Services (CDHS) shall render a decision within fifteen (15) days of receiving all relevant information. The determination shall set forth a course of action for resolution of the contract dispute.

Notwithstanding the dispute, Foothills Gateway, Inc. shall honor all contractual obligations entered into in its contract with the Colorado Department of Human Services (CDHS). No agency shall have its contract terminated pending resolution of a contractual dispute, unless necessary for the preservation of public, safety or welfare as determined pursuant to Developmental Disabilities Services (DDS) rules and regulation section 16.325.

3. Disputes between The Colorado Department of Human Services (CDHS) and Foothills Gateway, Inc. or The Colorado Department of Human Services (CDHS) and Larimer County Program Approved Services Agency under contract with Foothills Gateway, Inc.

In the event that the terms of a contact between The Colorado Department of Human Services (CDHS) and Foothills Gateway, Inc. or Colorado Department of Human Services and Larimer County Program Approved Service Agency are disputed by either party the following shall apply:

PROCEDURE:

Foothills Gateway, Inc. or Larimer County Program Approved Service Agency under contract with Foothills Gateway, Inc. shall notify the Manager of the Office of Adult Health and Rehabilitation Services of the circumstances of the dispute.

The parties shall informally meet at a mutually agreeable time to attempt resolution.

If the dispute cannot be resolved through this informal process then the formal process as described in The Colorado Department of Human Services (CDHS) Rules and Regulations Section 16.324,A, Z, shall be used.

Foothills Gateway, Inc. or Program Approved Service Agency shall submit a written request for formal dispute resolution to The Colorado Department of Human Services.

The request shall state the specific grounds for the dispute.

It shall include all available exhibits, evidence, arguments, and documents believed to substantiate the protest, and the relief requested.

The Colorado Department of Human Services (CDHS) may request additional information deemed necessary to resolve the dispute.

Within fifteen (15) working days following the receipt of written materials and additional requested information, The Colorado Department of Human Services (CDHS) shall respond to the request by issuing a written decision, which shall be inclusive of the reasons for the decision.

Notwithstanding the dispute, Foothills Gateway, Inc. or Program Approved Service Agency shall honor all contractual obligations entered into in its contract with The Colorado Department of Human Services (CDHS). No agency shall have its contract terminated pending resolution of a contractual dispute, unless necessary for the

preservation of public health, safety or welfare, as determined in The Colorado Department of Human Services (CDHS) Rules and Regulations Section 16.325.
1/96; 3/98; 4/98; 1/02; 2/08; 1/09