

**CONTRACT AMENDMENT NO. 4**

Original Contract Number 15-67185

**1. PARTIES**

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Foothills Gateway, Inc., 301 Skyway Drive, Fort Collins, CO, 80525, (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 Work requirements in 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 4, Definitions, Subsection C, Exhibits and other Attachments, is hereby deleted in its entirety and replaced with the following:

The following documents are attached hereto and incorporated by reference herein:

HIPAA Business Associate Addendum

Exhibit A-4, Statement of Work  
 Exhibit B, Sample Option Letter  
 Exhibit C, Supplemental Provisions for Federal Awards

- B.** 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, 2018. This Contract shall expire on June 30, 2019, unless sooner terminated or further extended as specified elsewhere herein.

- C.** 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
State Program State Fiscal Year 2017-18	\$20,341,902.00
Medicaid Program State Fiscal Year 2017-18	\$5,255,829.00
<b>State Program State Fiscal Year 2018-19</b>	<b>\$20,559,214.00</b>
<b>Medicaid Program State Fiscal Year 2018-19</b>	<b>\$5,528,052.00</b>
<b>Total for All State Fiscal Years</b>	<b>\$128,456,518.28</b>

- D.** Section 19, General Provisions, Subsection 1, Order of Precedence, is hereby deleted in its entirety and replaced with the following:

The provisions of this Contract shall govern the relationship of the State and the Contractor. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by the Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Supplemental Provisions for Federal Awards
- ii. Colorado Special Provisions

**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:**  
Foothills Gateway, Inc.

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

By: Debra A. Klein  
Signature of Authorized Officer

By: Kim Bimestefer  
Kim Bimestefer  
Executive Director  
Department of Health Care Policy and  
Financing

Date: 5/30/18

Date: 6/21/18

Debra A. Klein  
Printed Name of Authorized Officer

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

Chief Administrative Officer  
Printed Title of Authorized Officer

By: N/A  
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: Robert Jaros  
Department of Health Care Policy and Financing

Date: 6/20/18

- iii. HIPAA Business Associate Addendum
- iv. The provisions of the main body of this Contract
- v. Exhibit A-4, Statement of Work
- vi. Exhibit B, Sample Option Letter

- E. Exhibit A-3, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit A-4, Statement of Work, attached hereto and incorporated by reference into the Contract. All references within the Agreement to Exhibit A, A-1, A-2, or A-3 shall be deemed to reference to Exhibit A-4.
- F. Exhibit C, Supplemental Provisions for Federal Awards, is attached hereto and incorporated by reference into the Contract.

**7. START DATE**

This Amendment shall take effect on the later of its Effective Date or July 1, 2018.

**8. ORDER OF PRECEDENCE**

Except for the Supplemental Provisions for Federal Awards, 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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## EXHIBIT A-4, 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) calendar 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 or allegations involving persons receiving services to include mistreatment, abuse, neglect, exploitation, illness/injury, death, damage to consumer's property/theft, medication management issues, criminal activity, unsafe housing/displacement, and missing person.
- 1.1.1.8. Critical Incident Reporting System (CIRS) - The web-based database operated by the Department where critical incident information involving individuals receiving 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 – Injury to a person receiving services; lost or missing persons receiving services; medical emergencies involving persons receiving services; hospitalization of persons receiving services; death of person receiving services; errors in medication administration; incidents or reports of actions by persons receiving services that are unusual and require review; allegations of abuse, mistreatment, neglect, or exploitation; use of safety control procedures; use of emergency control procedures; and stolen personal property belonging to a person receiving services.
- 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, 2018 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. PMIP – Professional Medical Information Page (PMIP) means the medical information form signed by a licensed medical professional used to verify the client needs institutional level of care; part of the ULTC 100.2 assessment.
- 1.1.1.17. Provider - Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid Program, as determined by the Department.
- 1.1.1.18. 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.

- 1.1.1.19. 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.
- 1.1.1.20. 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.
- 1.1.1.21. 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.
- 1.1.1.22. Waiting List - A list of otherwise eligible individuals established to manage selection of individuals' entrance into the waiver until approved capacity and funding become available.

## **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. 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 2016 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 July 15th 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 July 15<sup>th</sup> and January 15<sup>th</sup> 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: Within forty-five (45) Business Days after the Effective Date

- 1.2.9.1.2. The Contractor shall review its Long-Range 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 to the Department an Annual Long-Range Plan Update that contains all changes from the most recently approved prior Long-Range Plan, Annual Long-Range Plan Update or Interim Long-Range Plan Update or shall note that there were no changes.
- 1.2.9.1.2.1. DELIVERABLE: Updated Long-Range Plan
- 1.2.9.1.2.2. DUE: With the submission of the annual CCB Designation application or within ten (10) Business Days of any updates to the Long-Range Plan outside of any changes made through the CCB Designation application process
- 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. County Departments of Human Services
    - 1.2.13.1.2. Regional Accountable Entities (RAE)

- 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.
- 1.2.14 CCB Transparency
- 1.2.15 Board of Director Changes
- 1.2.15.1 The Contractor shall notify the Department in writing of any changes to the Board of Directors within 10 Business Days.
- 1.2.16 Annual Financial Audit
- 1.2.17 The Contractor shall submit a copy of the annual financial audit report to the Department.
- 1.2.17.1 DELIVERABLE: Annual Financial Audit Report
- 1.2.17.2 DUE: No later than thirty (30) calendar days following the acceptance of the audit by the Community Centered Board's Board of Directors.
- 1.2.18 IRS Form 990
- 1.2.18.1 The Contractor shall submit a copy of the Form 990 the Community Centered Board filed with the Federal Internal Revenue Service to the Department, if applicable.
- 1.2.18.1.1 DELIVERABLE: IRS Form 990
- 1.2.18.1.2 DUE: No later than thirty (30) calendar days following the Contractor's filing of the form with the Internal Revenue Service.

**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, by July 15<sup>th</sup> of each year

- 1.3.1.3. The Contractor shall conduct background checks on all new applicants considered for employment.
  - 1.3.1.3.1. Background checks under Section 1.3.1.3. shall be conducted by a third-party and shall include, at a minimum, a comprehensive check into the applicant's criminal history.
  - 1.3.1.3.2. Beginning on and after January 1, 2019, prior to hiring or contracting with an employee who will provide direct care to an at-risk adult, the Contractor shall request a Colorado Adult Protective Services (CAPS) background check from the Colorado Department of Human Services data system. The CAPS background check shall be used to determine if the potential employee is implicated in a case of mistreatment of an at-risk adult.
  - 1.3.1.4. 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. If the Department has determined that the 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 such Work 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) calendar 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, by July 15<sup>th</sup> of each year.

**1.4. GENERAL BUSINESS FUNCTIONS**

#### 1.4.1. Business Functions

- 1.4.1.1. The general Business Functions of the Contractor shall include, but not be limited to, the following:
    - 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 communication standards set by the Department. The application of these standards includes but is not limited to Communication Briefs, technical assistance documents, Provider Bulletins, training documents, and email correspondence.
    - 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, per 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 receive training within ninety (90) calendar days after the staff member's hire date and prior to being assigned independent case management duties; all other case management staff must receive a refresher training as required by the Department or the Contractor. Training must include 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. Department Case Management Systems 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 abuse, neglect, and exploitation.
  - 1.4.2.1.10. Incident Reporting to include Critical Incidents.
  - 1.4.2.1.11. Waiver requirements and services.
- 1.4.2.2. The Contractor shall provide the date each case management staff received training in the areas identified in Section 1.4.2.1, using the reporting template provided by the Department.
  - 1.4.2.2.1. DELIVERABLE: Case Management Training Dates
  - 1.4.2.2.2. DUE: Semi-annually by July 15<sup>th</sup> and January 15<sup>th</sup>
- 1.4.3. Appeals
  - 1.4.3.1. The Contractor shall represent the Department and defend any adverse action in accordance with 10 CCR 2505-10, Sections 8.057 *et. seq* in all appeals initiated during this Contract. The Contractor shall coordinate with the Department for any adverse actions necessitating Department attendance at a hearing.
  - 1.4.3.2. The Contractor shall represent its actions at Administrative Law Judge hearings when the Client appeals a denial or adverse action affecting Client's program eligibility or receipt of services.
  - 1.4.3.3. 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.
  - 1.4.3.4. The Contractor shall submit exceptions when applicable and include all relevant information.
  - 1.4.3.5. 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. This shall include any complaints made by community members regarding compliance with transparency required in 25.5-10-209 (5) through (8), C.R.S (2016). 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.
- 1.4.4.1.2. Trend analysis may include an examination of information including but not limited to:
  - 1.4.4.1.2.1. A comparison of complaint types and number of complaints over a period of time
  - 1.4.4.1.2.2. Number of type of complaint against the Contractor or/or service provider agency, time, location, individual involved, staff involved, and/or any additional relevant information
  - 1.4.4.1.2.3. An examination of potential reasons for the increase or decrease in complaints by total number, provider, individual, or staff
  - 1.4.4.1.2.4. An examination of preventative measures that can be implemented to reduce the number or frequency of future complaints
  - 1.4.4.1.2.5. Implementation of a plan of action or any future actions to take place
  - 1.4.4.1.2.6. An analysis of whether or not the plan of action and changes made were effective or if additional changes need to occur
  - 1.4.4.1.2.7. DELIVERABLE: Complaint Trends Analysis
  - 1.4.4.1.2.8. DUE: Quarterly, by October 31st, January 31st, and April 30<sup>th</sup> and July 31st 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. Developmental Disability Determination
  - 1.5.1.1. The Contractor shall determine whether an applicant meets the definition of an Individual with Developmental Disabilities as defined under 10 CCR 2505-10, section 8.600.4. The Contractor shall complete the individual's determination record and assessment record in the Department prescribed system with all applicable dates and information within ten (10) Business Days after a determination is complete.
- 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 and document, in the Department prescribed case management system, a semiannual follow-up with individuals and families for all HCBS waivers with a Waiting List timeline of "As Soon As Available" (ASAA) or "see date" to update changes in demographic information and ensure the individual is appropriately identified on waiting lists for the program and services the individual is eligible to receive.
  - 1.5.2.4.1. **PERFORMANCE STANDARD:** One hundred percent (100%) of individuals with an ASAA or "see date" timeline on the Waiting List contacted semiannually.
- 1.5.2.5. Conduct and document, in the Department prescribed case management system, an annual follow-up with individuals and families with a timeline 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 the individual is eligible to receive.
- 1.5.2.6. Update the Department prescribed system with changes in demographic or other information.
- 1.5.2.7. Select individuals from the Waiting List by "order of selection date".
  - 1.5.2.7.1. 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.
  - 1.5.2.7.2. 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.
  - 1.5.2.7.3. 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).
- 1.5.2.8. The Contractor shall remove individuals from the Waiting List, or change an individual's Waiting List timeline to the "safety net" or "see date" category, when an enrollment is authorized to the individual and the individual or guardian refuses enrollment.
- 1.5.2.9. 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.
- 1.5.2.10. Provide information and referrals to Clients, families and/or guardians at the time of the semiannual follow-up.
  - 1.5.2.10.1. 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.
- 1.5.2.11. Provide assistance completing Medicaid financial applications or other public assistance program applications at the time assistance is requested by the individual, family, or guardian.
- 1.5.2.12. **Compilation and Correction of Waiting List Data**
  - 1.5.2.12.1. 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.
  - 1.5.2.12.2. **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 written communications.
  - 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 Larimer County.
    - 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) calendar 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) calendar days after a participant is enrolled into a program.
- 1.6.2.1.1.3.2. The Contractor shall ensure that one hundred percent (100%) of Individual Plans are developed within thirty (30) calendar days of the individual selecting services
- 1.6.2.1.1.3.2.1. PERFORMANCE STANDARD: One hundred percent (100%) of Individual Plans are developed within thirty (30) calendar 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) calendar 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 minimum number of individuals that shall be served through State SLS 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) calendar 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) calendar 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.
- 1.6.2.1.4.3. 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 having an intellectual or developmental 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 or developmental 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) calendar 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.
- 1.6.2.3.2.1.4. Ensure there is not a duplication of authorized services with the services provided in the nursing facility.
- 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 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 and the Colorado Department of Public Health and Environment which include but are not limited to:
    - 1.7.1.1.1. Colorado Revised Statute, Title 25.5, Article 10.
    - 1.7.1.1.2. Colorado Department of Health Care Policy and Financing, Office of Community Living written communications.
    - 1.7.1.1.3. Colorado Department of Public Health and Environment at 6 CCR 1011-1.
  - 1.7.1.2. The Contractor shall comply with all State Medicaid regulations promulgated by the Department. These regulations include, but are not limited to, Department regulations regarding:
    - 1.7.1.2.1. The HCBS-DD waiver, 10 CCR 2505-10, Section 8.500 to 8.500.80,
    - 1.7.1.2.2. The HCBS-SLS waiver, 10 CCR 2505-10, Sections 8.500.90 to 8.500.102,
    - 1.7.1.2.3. The HCBS-CES waiver, 10 CCR 2505-10, Section 8.503, *et seq.*,
    - 1.7.1.2.4. Long Term Care, 10 CCR 2505-10, Sections 8.400 to 8.401, and

- 1.7.1.2.5. Recipient Appeals, 10 CCR 2505-10, Section 8.507.
- 1.7.1.3. 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.*
- 1.7.1.3. 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.
- 1.7.1.4. 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 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 abuse, neglect, and exploitation 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).
  - 1.7.3.3. The Contractor shall conduct an Initial Functional Needs Assessment in accordance with the following timelines:
    - 1.7.3.3.1. Ten (10) Business Days for individuals residing in the community, upon completion of the IDD determination, when the individual requests HCBS waiver services, and upon verifying Medicaid eligibility or submission of a Medicaid application.
    - 1.7.3.3.2. Five (5) Business Days from the date of referral for individuals residing in a nursing facility or ICF-IID.
    - 1.7.3.3.3. Two (2) Business Days from the date of referral for individuals residing in a hospital.



- 1.7.3.4. The Contractor shall enter and verify the assessment into the Benefits Utilization System (BUS) within ten (10) Business Days of completing the assessment.
- 1.7.3.4.1. DELIVERABLE: Initial Functional Needs Assessment
- 1.7.3.4.2. DUE: Within ten (10) Business Days after completing the Assessment
- 1.7.3.4.3. The Contractor shall verify that an individual needs an institutional level of care by receiving a Professional Medical Information Page (PMIP) signed by a medical professional and dated no earlier than six (6) months from the certification start date and no later than ninety (90) days from the assessment date of an Initial Functional Needs Assessment; and within ninety (90) calendar days of the certification start date and before the certification end date for a Continued Stay Review for all applicants and individuals currently receiving services through the HCBS-DD, HCBS-SLS, HCBS-CES waivers, and the Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF-IID). That Contractor shall conduct the all Functional Needs Assessments face-to-face with the individual, at minimum, and in the place where the individual resides.
- 1.7.3.5. 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.
  - 1.7.3.5.1.1. DELIVERABLE: Continued Stay Review
  - 1.7.3.5.1.2. DUE: Within ten (10) Business Days after completing the Review
  - 1.7.3.5.2. The Contractor shall enter and verify the Continued Stay Review into the BUS within ten (10) Business Days of completing the assessment.
  - 1.7.3.5.3. 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.
    - 1.7.3.5.3.1. 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.
    - 1.7.3.5.3.2. 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.
- 1.7.3.6. The Contractor shall conduct a Supports Intensity Scale-A (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 not be reimbursed for SIS reassessments without prior authorization from the Department to conduct the SIS reassessment.
- 1.7.3.7. The Contractor shall conduct all initial SIS Assessments within forty-five (45) calendar days from the date of the Initial Functional Needs Assessment. The Contractor shall conduct all SIS reassessments within forty-five (45) calendar days from the date of approval from the Department.
- 1.7.3.8. The Contractor shall enter the SIS Assessment into SIS-A Online within thirty (30) Business Days of completing the assessment.

- 1.7.3.8.1. **DELIVERABLE: SIS-A Assessment**
- 1.7.3.8.2. **DUE: Within thirty (30) Business Days of completing the assessment**
- 1.7.4. **Organized Health Care Delivery System (OHCD) 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.* and Department regulations set forth in 10 CCR 2505-10, including §8.500.11.
- 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), interChange (iC), Bridge, 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 or its contractors.
- 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.
  - 1.7.7.2.4.2. The Contractor shall have a written policy and procedure for timely reporting, recording and reviewing of incidents in accordance with 10 CCR 2505-10 8.608.6(A). This policy and procedure shall be made available to the Department upon request.
- 1.7.7.2.5. Provide Critical Incident Reporting that includes:
  - 1.7.7.2.5.1. Reporting critical incidents to the Department prescribed system as soon as possible, but no later than 24 hours following notification.
  - 1.7.7.2.5.2. Ensuring all suspected incidents of abuse, neglect, and exploitation are immediately reported consistent with statute; §19-10-103 C.R.S. Colorado Children's Code, §18-8-115 C.R.S (Colorado Criminal Code- Duty to Report a Crime), §18-6.5-108 C.R.S (Colorado Criminal Code- Wrongs to At-Risk Adults) and §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 all incidents to identify trends and problematic practices and documenting appropriate corrective action in accordance with 10 CCR 2505-10 8.608.6(F).
- 1.7.7.2.6. Provide Critical Incident Reporting that includes:
  - 1.7.7.2.6.1. Providing incident report data on the Department prescribed template or format approved by the Department 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. Trend analysis may include an examination of information including but not limited to:
    - 1.7.7.2.6.2.1. A comparison of incident types and number of incidents over a period of time
    - 1.7.7.2.6.2.2. Number of type of incident by provider, site, time, location, individual involved, staff involved, and/or any additional relevant information
    - 1.7.7.2.6.2.3. An examination of potential reasons for the increase or decrease in incidents by total number, provider, individual, or staff
    - 1.7.7.2.6.2.4. An examination of preventative measures that can be implemented to reduce the number or frequency of future incidents
    - 1.7.7.2.6.2.5. Implementation of a plan of action or any future actions to take place
    - 1.7.7.2.6.2.6. An analysis of whether or not the plan of action and changes made were effective or if additional changes need to occur

- 1.7.7.2.6.3. Performing critical incident trend analyses quarterly that shall be delivered to the Department for review and approval.
- 1.7.7.2.6.3.1. DELIVERABLE: Critical Incident Trend Analyses
- 1.7.7.2.6.3.2. DUE: Quarterly by October 31st, January 31st, April 30th and July 31<sup>st</sup>
- 1.7.8. Corrective Action Plan
- 1.7.8.1. 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:
  - 1.7.8.1.1. A detailed description of actions to be taken including any supporting documentation.
  - 1.7.8.1.2. A detailed time frame specifying the actions to be taken.
  - 1.7.8.1.3. Contractor's employee(s) responsible for implementing the actions.
  - 1.7.8.1.4. The implementation time frames and a date for completion.
- 1.7.9. 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.
  - 1.7.9.1. DELIVERABLE: Corrective Action Plan
  - 1.7.9.2. DUE: Within ten (10) Business Days of receipt of a written request from the Department.
- 1.7.10. The Contractor shall notify the Department in writing, within three (3) Business Days if it will not be able to present the Corrective Action Plan by the due date. 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.
- 1.7.11. 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.
  - 1.7.11.1. In the event of a rejection of Contractor's Corrective Action Plan the Contractor shall re-write the corrective action plan and resubmit it along with requested documentation to the Department for review.
    - 1.7.11.1.1. DELIVERABLE: Revised Corrective Action Plan.
    - 1.7.11.1.2. DUE: Within five (5) Business Day of the Department's rejection.
- 1.7.12. Upon acceptance by the Department the Contractor shall implement the corrective action plan.
- 1.7.13. If corrections are not made within the requested timeline and quality specified by the Department then funds may be withheld from this contract. Payments of funds from this contract will resume beginning the month that the correction(s) is made and accepted by the Department.

## 1.8. ACCOUNTING

- 1.8.1. The Contractor's accounting methods shall conform to the standards of Generally Accepted Accounting Principles (GAAP), and any updates thereto, throughout the Term of the Contract.
- 1.8.2. The Contractor shall establish and maintain internal control systems and standards that apply to the operation of the organization.
- 1.8.3. The Contractor shall establish any necessary cost accounting systems to identify the application of funds and record the amounts spent.

1.8.4. 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.

1.8.4.1. DELIVERABLE: Transaction and Funds Documentation

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

## **1.9. SUBRECIPIENT STATUS AND REQUIREMENTS**

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

### **1.9.2. Single Audits**

1.9.2.1. Under the Final Rule, all Non-Federal Entities, as defined in the Final Rule, expending \$750,000.00 or more from all federal sources (direct or from pass-through entities) must have a single or program-specific audit conducted for that year in accordance with Subpart F of the Final Rule.

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

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

1.9.2.2. Pursuant to the Final Rule §200.512 (a)(1) the Single Audit must be completed and submitted to the Department within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. If the due date falls on a Saturday, Sunday, or federal holiday, the reporting package is due the next Business Day.

1.9.2.2.1. DELIVERABLE: Single Audit

1.9.2.2.2. DUE: Within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period

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

1.9.2.3.1. DELIVERABLE: Attestation Form

1.9.2.3.2. DUE: Within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period

1.9.2.4. The audit period shall be the Contractor's fiscal year.

## **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) calendar 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) calendar 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) calendar 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 July 15th 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.
  - 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 6, Modifications, Subsection B, Maximum Amount, of this Contract, 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.
    - 2.1.1.3.7. Client receiving services transfers from the Contractor to another CCB

- 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) calendar days of being submitted to the Contractor, then this Contract shall terminate upon the expiration of thirty (30) calendar days.
- 2.1.2. Disbursement of Funds
  - 2.1.2.1. Disbursement of funds for services and supports shall be made through the 1/12<sup>th</sup> 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 1/12<sup>th</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> 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	\$259.97
QUALITY ASSURANCE	\$26.11
UTILIZATION REVIEW	\$83.26
PASRR	\$54.17
OBRA-SS PRE-ADMISSION EVALUATION	\$152.00
SIS-A ASSESSMENTS	\$238.71
PASRR PSYCHOLOGICAL EVALUATION	Actual Costs up to \$433.66 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 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.

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

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

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

**EXHIBIT C – Supplemental Provisions for Federal Awards**

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

**1) Federal Award Identification**

- i. Subrecipient: Foothills Gateway, Inc.;
- ii. Subrecipient Data Universal Numbering System (DUNS) Number: 076467554;
- iii. The Federal Award Identification Number (FAIN): 1805CO5ADM;
- iv. The Federal Award date is: July 1, 2018;
- v. The subaward period of performance start date is July 1, 2018 and the end date is June 30, 2019;
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal Funds obligated by this Contract	Total amount of Federal Funds obligated to the Subrecipient	Total amount of the Federal Award
FY2018-19	To Be Determined, Dependent on Caseload	To Be Determined, Dependent on Caseload	To Be Determined, Dependent on Caseload

- vii. Federal Award project description: To secure case management, associated utilization review services, and other administrative activities for applicants and individuals of the Home and Community Based Services Developmental Disabilities (HCBS-DD), Home and Community Based Services Developmentally Disabled Supported Living Services (HCBS-SLS), and Home and Community Based Services Children’s Extensive Support (HCBS-CES) Medicaid Waivers. The Contractor was selected by the State in accordance with Colorado Revised Statute (C.R.S.) Title 25.5, Article 10.
- viii. The name of the Federal awarding agency is the United States Centers for Medicare & Medicaid Services (CMS); the name of the pass-through entity is the Colorado Department of Health Care Policy & Financing (HCPF); and the contact information for the awarding official is Yasmin Gardner, Finance Section Manager, Office of Community Living, 1570 Grant Street, Denver, CO 80203, [Yasmin.Gardner@state.co.us](mailto:Yasmin.Gardner@state.co.us), 303-866-5150.
- ix. The Catalog of Federal Domestic Assistance (CFDA) number is 93.778, the name is Medical Assistance Program, and the dollar amount is To Be Determined, Dependent on Caseload.

- x. This award is not for research & development.
  - xi. The indirect cost rate for the Federal Award (including if the de minimis rate is charged per 2 CFR 200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and HCPF cost allocation plan.
- 2) All requirements imposed by HCPF on Subrecipient so that the Federal Award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal Award, are stated in the General Provisions and Exhibit A-4 – Statement of Work.
  - 3) Any additional requirements that HCPF imposes on Subrecipient in order for HCPF to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the General Provisions and Exhibit A-4 – Statement of Work.
  - 4) Subrecipient's approved indirect cost rate is a HCPF negotiated rate of 0%.
  - 5) Subrecipients must permit HCPF and auditors to have access to Subrecipient's records and financial statements as necessary for HCPF to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F – Audit Requirements of this Part.
  - 6) The appropriate terms and conditions concerning closeout of the subaward are listed in the General Provisions and Exhibit A-4 – Statement of Work.
  - 7) Performance and Final Status. Subrecipient shall submit all financial, performance, and other reports to HCPF no later than 30 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
  - 8) Matching Funds. The Subrecipient is not required to provide matching funds.
  - 9) The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
  - 10) Single Audit Requirements. If the Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F – Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7207). 2 CFR §200.501.
    - i. Election. The Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if the Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal Award do not require a financial statement audit of HCPF. A program-specific audit may not be elected for research and development unless all of the Federal Award expended were received from HCPF and HCPF approves in advance a program-specific audit.
    - ii. Exemption. If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for

that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- iii. Subrecipient Compliance Responsibility. The Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. The Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal Awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by 2 CFR Part F-Audit Requirements.
- 11) Compliance. Subrecipient shall comply with all applicable provisions of the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. HCPF may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
  - 12) Event of Default, Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and HCPF may terminate the Contract in accordance with the termination provisions in the Contract.
  - 13) Erroneous Payments. The closeout of a Federal Award does not affect the right of the Federal awarding agency or HCPF to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

