

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS  
TUESDAY, JUNE 9, 2026**

**COMMISSIONERS' BOARD ROOM, 2<sup>nd</sup> FLOOR OF COURTHOUSE  
301 S. MAIN STREET, LAMAR, CO 81052**

**WORK SESSION**

9:00 a.m. Tallie Harmon, Prowers Economic Prosperity Director  
- PEP update quarterly

9:30 a.m. Simon Loftus, Eastern Plains Regional Manager, Care and Share  
- Updates

10:00 a.m. Kenneth Shearer, Adult Services Manager, LAVAAA  
- Updates

10:30 a.m. BOCC  
- Updates

**MEETING AGENDA**

1:00 p.m. Invocation

Pledge of Allegiance

Call Meeting to Order

Roll Call

**CONSENT AGENDA ACTION ITEMS:**

1. Consider Approval of Adoption of Agenda
2. Consider approval of Payment of Bills Presented and of Voiding Checks, if any for all County Funds and DHS Funds which include WHC and H3C Funds
3. Consider Approval of May 26, 2026 Meeting Minutes

**PUBLIC APPEARANCES**

Anyone wishing to address the BOCC may do so at the discretion of the Board and subject to a three-minute limitation.

**UPDATES**

Boards and Committees  
Commissioner's updates

Don Wilson, County Administrator  
County Administrator update

Rose Pugliese, Esq.  
County Attorney update

**PREVIOUSLY TABLED ACTION ITEMS:**

1. None

**ACTION ITEMS:**

1. Consider approval of Intergovernmental Agreement Modification Option Letter #26-197931OL1 between Board of County Commissioners, Prowers County and Department of Health Care Policy and Financing, contract beginning July 1, 2025 - June 30, 2027 and authorizing BOCC Chairman, Roger Stagner to execute the agreement electronically.
2. Consider approval of Lease Agreement between Prowers County and the Hotline County Connection Center for State Fiscal Year 2026-2027 the amount of \$10,499.06.
3. Consider approval of Lease Agreement between Prowers County and Prowers County Department of Human Services for exclusive use of Welcome Home Child and Family Development Center located at 607 Savage Ave. Lamar, Colorado effective January 1, 2026 through December 31, 2026 in the amount of \$20,928.26.
4. Consider ratifying 5/26/2026 email poll approval of payment of bills presented for DHS/Welcome Home Payroll and Payroll AP in the amount of \$266,335.11 and H3C Payroll and Payroll AP in the amount of \$139,001.08 both dated 5/28/2026.
5. Consider approval of SFY 2026-2027 Collaborative Management Memorandum of Understanding for Prowers County and authorizing Department of Human Services Director, Lanie Meyers-Mireles and Department of Public Health and Environment Director, Meagan Hillman to execute the MOU electronically.
6. Consider ratifying 6/1/2026 approval of payment of bills presented for County General Fund in the amount of \$152,753.79 with a certification date of 6/2/2026.

7. Consider approval to set a public hearing for the Resolution adopting a temporary moratorium on processing Special Use Permit Applications and 1041 Permit Applications for Data Center Projects.
8. Consider approval of a Lease Agreement between Prowers County Commissioners and Prowers County Clerk to lease the Prowers County Mezzanine Room in the amount of \$3,500.00 for the purpose of conducting the 2026 Primary Election.
9. Consider approval of State of Colorado Department of Human Services Contract CMS # 27 IHGA 206254 between the Colorado Department of Human Services and Prowers County Department of Human Services and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the Contact electronically.
10. Consider approval of Contact Amendment #7, Contract No. C24-186984A7 to original Contract No. C24-186984A1 for Case Management Agency and authorizing Public Health Director, Meagan Hillman to execute the Contract electronically.
11. Consider ratifying 5-20-2026 email poll approval of Otis Service and Repair Order for the elevator at 301 South Main Street, Lamar, CO. Otis Elevator Company is to provide labor and material to rebuild and reinstall the motor in the amount of \$61,379.50, and authorized County Administrator, Don Wilson to execute the Order.
12. Consider approval of Proclamation declaring June 15th as World Elder Abuse Awareness Day.

### **EXECUTIVE SESSION**

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to potential litigation matters.
- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.

### **ADJOURN**

***NOTE: This Agenda is provided for informational purposes only. Action may be taken on any or all of the items. All times are approximate. If any given item is finished earlier than anticipated, the Commissioners may move on to the next item. The only exceptions are public hearings on items which have had published notices of a specific hearing time; those items will not begin until the specific time or after.***

***If you need assistance in participating in this meeting due to a disability as defined under the Americans with Disabilities Act, please call 719-336-8030 at least three days prior to the scheduled meeting to request an accommodation.***



## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 6/9/26

**Submitter:** Santiago Chavez, CRMC

**Submitted to the County Administration Office on:** 5-13-2026

**Return Originals to:** Santiago Chavez

**Number of originals to return to Submitter:** 3

**Contract Due Date:** 6/30/26

**Item Title/Recommended Board Action:**

Consider approval of Intergovernmental Agreement Modification Option Letter #26-197931OL1 between Board of County Commissioners, Prowers County and Department of Health Care Policy and Financing, contract beginning July 1, 2025 - June 30, 2027 and authorizing BOCC Chairman, Roger Stagner to execute the agreement electronically.

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code:

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

<b>Admin Office Internal Use</b>	
<b>County Approvals (as needed):</b>	
Attorney	5-6-2026 _____
Finance	_____
Clerk	_____
HR	_____

# State of Colorado Intergovernmental Agreement Modification

## Option Letter #26-197931OL1

<b>State Agency</b>	GAE	
Department of Health Care Policy and Financing	2026-2069	
<b>Contractor</b>	<b>Contract Performance Beginning Date</b>	
Board of County Commissioners of Prowers County	July 1, 2025	
<b>Option Letter Number</b>	<b>Current Contract Expiration Date</b>	
Option Letter 1	June 30, 2027	
<b>Original Contract Number</b>	<b>Current Contract Maximum Amount</b>	
26-197931	<i>Initial Term</i>	
	State Fiscal Year 2026	\$2,578,862.00
<b>Option Contract Number</b>	<i>Extension Terms</i>	
26-197931OL1	State Fiscal Year 2027	\$2,578,862.00
	State Fiscal Year 2028	\$2,578,862.00
	State Fiscal Year 2029	\$2,578,862.00
	State Fiscal Year 2030	\$2,578,862.00
	<b>Total for all State Fiscal Years</b>	<b>\$12,894,310.00</b>

### 1. Options:

- A. Option to extend for an Extension Term through June 30, 2027.

### 2. Required Provisions:

- A. In accordance with Section 2(C) of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning July 1, 2026 and ending on the current contract expiration date shown above, at the rates stated in the Original Contract.

### 3. Option Effective Date

The effective date of this Option Letter is upon approval of the State Controller or July 1, 2026, whichever is later.

**STATE OF COLORADO**  
**Jared S. Polis, Governor**  
Department of Health Care Policy and Financing  
Gretchen Hammer, Executive Director

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Date: \_\_\_\_\_

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**  
Department of Health Care Policy and Financing  
Jerrod Cotosman, Controller, or authorized  
delegate

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Option Effective Date: \_\_\_\_\_

In accordance with §24-30-202, C.R.S., this  
Option is not valid until signed and dated above  
by the State Controller or an authorized  
delegate.

**EXHIBIT H, PII CERTIFICATION**

**STATE OF COLORADO**

**THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A  
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
\_\_\_\_\_ (legal name of entity / organization) (the "Organization"), hereby certify  
under the penalty of perjury that the Organization has not and will not use or disclose any  
Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of  
investigating for, participating in, cooperating with, or assisting Federal Immigration  
Enforcement, including the enforcement of civil immigration laws, and the Illegal  
Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and  
1326, unless required to do so to comply with Federal or State law, or to comply with a  
court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification  
on behalf of the Organization.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 6/9/26

**Submitter:** Lanie Mireles

**Submitted to the County Administration Office on:** 5/19/26

**Return Originals to:** Lanie

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Lease Agreement between Prowers County and the Hotline County Connection Center for State Fiscal Year 2026-2027 the amount of \$10,499.06.

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code:

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

<b>Admin Office Internal Use</b>	
<b>County Approvals (as needed):</b>	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____

**Rental Agreement**

This constitutes an agreement made as of June 9, 2026 between Prowers County Board of Commissioners and Hotline County Connection Center (HCCC).

Witnesseth:

Prowers County Board of Commissioners hereby rents to HCCC the exclusive use of 4 offices, connected corridor and office 210 totaling 1,386.93 square feet in the Prowers County Annex building. This agreement also provides for janitorial services, building maintenance, and utilities (excluding telephone services).

1. **TERM:** This rent shall continue for a period of 12 months from July 1, 2026 until June 30, 2027 and shall continue on a month-to-month basis after that period, if this lease is not specifically renewed or cancelled. Following the initial lease period, either party, without cause, upon 30 days' notice may cancel the lease at any time.
2. **ANALYSIS:** Based on the analysis of building expenses, the County has determined that the actual cost per square is \$7.57, for a total of \$10,499.06 annually.
3. **RENT:** Hotline County Connection Center agrees to pay as rent for the premises the sum of \$874.92 monthly.

SIGNED this 9<sup>th</sup> day of June, 2026.

\_\_\_\_\_  
Roger Stagner, BOCC Chair

\_\_\_\_\_  
Lanie Meyers-Mireles, Director

ATTEST:

\_\_\_\_\_  
Jana Coen, County Clerk



## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 6/9/26

**Submitter:** Lanie Mireles

**Submitted to the County Administration Office on:** 5/19/26

**Return Originals to:** Lanie

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Lease Agreement between Prowers County and Prowers County Department of Human Services for exclusive use of Welcome Home Child and Family Development Center located at 607 Savage Ave. Lamar, Colorado effective January 1, 2026 through December 31, 2026 in the amount of \$20,928.26.

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code:

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Admin Office Internal Use**

**County Approvals (as needed):**

Attorney 5-20-2026 \_\_\_\_\_

Finance \_\_\_\_\_

Clerk \_\_\_\_\_

HR \_\_\_\_\_

**LEASE**

This constitutes a lease made as of this day the **9th day of June, 2026** between the Prowers County Board of Commissioners, CO, Lessor, and Department of Human Services by the Director, Lessee.

Witnesseth:

Lessor hereby leases to the Lessee, the exclusive use of the Welcome Home Child and Family Development Center located at 607 Savage Ave., Lamar, CO 81052. In addition, this lease provides for the joint or shared use of the following:

1. Annex Mezzanine Meeting Room. The use of this room for Welcome Home Center business meetings must be scheduled two weeks in advance.
2. Mail room. A single box for Lessee mail delivered to this address shall be established in Room 157, the designated mail room.
3. Regular building maintenance labor.

**TERM**, This lease shall continue for a period of 12 months from January 1, 2026 until December 31, 2026 and shall continue on month to month basis after that period, if this lease is not specifically renewed or cancelled. Following the initial lease period, either party, without cause, upon 30 days notice, may cancel the lease at any time.

**RENT**, Lessee agrees to pay for the use of the premises in the sum of \$20,928.26 annually (\$20,928.26 calculation of annual use charge based on 50 years and \$0.00 in maintenance costs in 2024), which shall be paid quarterly at the rate of \$5,232.07 contingent upon available funding with the full sum being paid no later than December 31, 2026. Subsequent payments shall be adjusted each year based upon the actual costs of maintenance and repairs as reported by the Prowers County Building and Maintenance Department less the items outlined as “regular building maintenance and labor” in the attached Maintenance Agreement signed April 2, 2014.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as the date written above.

\_\_\_\_\_  
Roger Stagner, Chairman  
Prowers County Board of Commissioners

\_\_\_\_\_  
Lanie Meyers-Mireles, Director  
Department of Human Services

ATTEST:

\_\_\_\_\_  
Jana Coen, Prowers County Clerk



## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 6/9/26

**Submitter:** Paula Gonzales

**Submitted to the County Administration Office on:** 05/27/2026

**Return Originals to:** Paula Gonzales

**Number of originals to return to Submitter:**

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 5/26/2026 email poll approval of payment of bills presented for DHS/Welcome Home Payroll and Payroll AP in the amount of \$266,335.11 and H3C Payroll and Payroll AP in the amount of \$139,001.08 both dated 5/28/2026

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code:

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Admin Office Internal Use**

**County Approvals (as needed):**

Attorney \_\_\_\_\_

Finance \_\_\_\_\_

Clerk \_\_\_\_\_

HR \_\_\_\_\_

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES  
 PAYROLL CERTIFICATION  
 MONTH: MAY 2026

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
<b>DHS:</b>			
SALARY	05/28/26	102109-102151	111,330.24
FRINGE	05/28/26	69345-69360	102,360.07
FORFEITURE	05/28/26	CRA	(1,959.24)
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
CHILD SUPPORT:			
ADMIN:			
WORK PROGRAM:			
FOOD ASSISTANCE:			
<b>WHC:</b>			
SALARY	05/28/26	55152-55170	32,986.43
FRINGE	05/28/26	9351-9360	22,605.42
FORFEITURE	05/28/26	CRA	(1,087.81)

COUNTY OF PROWERS)

I, ROGER STAGNER, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$266,335.11 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

May 28, 2026 GRAND TOTAL \$ 266,335.11

5/26/26  CHAIRMAN  
 DATE  
 5/26/26  COMMISSIONER  
 DATE  
 5/26/26  COMMISSIONER

5/26/26  DIRECTOR  
 DATE

HOTLINE COUNTY CONNECTION CENTER  
 PAYROLL CERTIFICATION  
 MONTH: MAY 2026

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY	05/28/26	32079-32109	78,292.24
FRINGE	05/28/26	4468-4474	60,708.84
OPERATING			

COUNTY OF PROWERS)

I, ROGER STAGNER, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$139,001.08 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

May 28, 2026 GRAND TOTAL \$ 139,001.08

5/26/26  CHAIRMAN  
 DATE  
 5/26/26  COMMISSIONER  
 DATE  
 5/26/26  COMMISSIONER  
 DATE

5/26/26  DIRECTOR  
 DATE

**PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES**

**DATE:** May 28, 2026

**Prepared by:**  
Mindy Maestas

**HOTLINE COUNTY CONNECTION CENTER FUND**

**H3C SALARY** 32079-32109 78,292.24

**H3C FRINGE** 4468-4474 60,708.84

**H3C OPERATING** \_\_\_\_\_

**TOTAL: \$** 139,001.08

Information Only

VOIDED CHECKS #s: \_\_\_\_\_



Lanie Mireles, Director

**PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES**

**DATE:** May 28, 2026

**Prepared by:**  
Mindy Maestas

**PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND**

<b>SALARY</b>	<u>102109-102151</u>	<u>111,330.24</u>
<b>FRINGE</b>	<u>69345-69360</u>	<u>102,360.07</u>
<b>FORFEITURE</b>	<u>CRA</u>	<u>(1,859.24)</u>
<b>WHC SALARY</b>	<u>55152-55170</u>	<u>32,986.43</u>
<b>WHC FRINGE</b>	<u>9351-9360</u>	<u>22,605.42</u>
<b>FORFEITURE</b>	<u>CRA</u>	<u>(1,087.81)</u>
		<b>TOTAL: \$</b> <u>266,335.11</u>

Information Only

VOIDED CHECKS #s:

  
Lanie Mireles, Director

**PROWERS COUNTY DEPT. OF SOCIAL SERVICES**

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 202.1000	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP.5.22.26 AFLAC INS	AFLAC	05/22/26		\$826.86
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$826.86</b>
AP.5.22.26 CAI	CONTINENTAL AMERICAN	05/22/26		\$289.02
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$289.02</b>
AP.5.22.26 HEALTH INSURANCE LIFE INSURANCE SUPP LIFE INSURANCE DEP LIFE INSURANCE DENTAL INSURANCE VISION INSURANCE	CHIP	05/22/26		\$32,382.00 \$256.68 \$445.75 \$18.40 \$1,490.10 \$356.90
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$34,949.83</b>
AP.5.22.26 COLONIAL INS BCN E3400793	COLONIAL LIFE	05/22/26		\$278.03
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$278.03</b>
AP.5.22.26 HSA	COMMUNITY STATE BANK	05/22/26		\$1,290.00
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$1,290.00</b>
AP.5.22.26 HSA	TBK BANK	05/22/26		\$490.00
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$490.00</b>
AP.5.22.26 STATE TAX	COLORADO DEPT OF REVENUE	05/22/26		\$5,761.00
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$5,761.00</b>
AP.5.22.26 RETIREMENT	CRA	05/22/26		\$16,270.52
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$16,270.52</b>
AP.5.22.26 FSA	PROWERS COUNTY FSA	05/22/26		\$100.00
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$100.00</b>
AP.5.22.26 CRA	CRA	05/22/26		\$452.24
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$452.24</b>
AP.5.22.26	FRONTIER BANK	05/22/26		



Welcome Home Center

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 202.1000	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP.5.22.26 AFLAC INSURANCE	AFLAC	05/22/26		\$389.11
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$389.11</b>
AP.5.22.26 CAI	CONTINENTAL AMERICAN	05/22/26		\$97.26
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$97.26</b>
AP.5.22.26 HEALTH INSURANCE LIFE INSURANCE VISION INSURANCE DENTAL INSURANCE	CHP	05/22/26		\$7,709.00 \$206.48 \$47.20 \$184.55
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$8,147.23</b>
AP.5.22.26 STATE TAX	COLORADO DEPART OF REVENUE	05/22/26		\$1,459.00
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$1,459.00</b>
AP.5.22.26 RETIREMENT	CRA	05/22/26		\$4,176.56
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$4,176.56</b>
AP.5.22.26 FSA	PROWERS COUNTY FSA	05/22/26		\$200.00
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$200.00</b>
AP.5.22.26 FICA & MEDICARE	FRONTIER BANK	05/22/26		\$7,785.36
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$7,785.36</b>
AP.5.22.26 INTERNAL PLAN ID 0025497-001	NACO Clearing Account	05/22/26		\$250.00
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$250.00</b>
AP.5.22.26 MEDICAL TRANSPORTATION	MASA MTS	05/22/26		\$67.00
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$67.00</b>
AP.5.22.26 LEGAL SERVICES	LEGAL SERVICES, INC	05/22/26		\$33.90
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$33.90</b>
			<b>EXPENSE ACCOUNT 202.1000 TOTAL:</b>	<b>\$22,605.42</b>
			<b>REPORT TOTAL:</b>	<b>\$22,605.42</b>

H3C

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 22100	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP.5.22.26 AFLAC	AFLAC	05/22/26		\$128.61
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$128.61</b>
AP.5.22.26 HEALTH INSURANCE SUPPLEMENTAL LIFE DEPENDENT LIFE DENTAL INSURANCE VISION INSURANCE	CHP	05/22/26		\$524.00 \$40.90 \$6.44 \$763.95 \$56.40
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$1,391.69</b>
AP.5.22.26 CRA	CRA	05/22/26		\$5,282.19
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$5,282.19</b>
AP.5.22.2026 LOAN REPAYMENT	CRA	05/22/26		\$2,132.16
			<b>INVOICE AP.5.22.2026 TOTAL:</b>	<b>\$2,132.16</b>
AP.5.22.26 MEDICAL TRANSPORTATION	MASA MTS	05/22/26		\$42.00
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$42.00</b>
			<b>EXPENSE ACCOUNT 22100 TOTAL:</b>	<b>\$8,976.65</b>
EXPENSE ACCOUNT: 22110				
AP.5.22.26 FICA	FRONTIER BANK	05/22/26		\$15,943.20
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$15,943.20</b>
			<b>EXPENSE ACCOUNT 22110 TOTAL:</b>	<b>\$15,943.20</b>
EXPENSE ACCOUNT: 22115				
AP.5.22.26 FEDERAL TAX	FRONTIER BANK	05/22/26		\$6,695.92
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$6,695.92</b>
			<b>EXPENSE ACCOUNT 22115 TOTAL:</b>	<b>\$6,695.92</b>
EXPENSE ACCOUNT: 22120				
AP.5.22.26 STATE TAX	COLO DEPT OF REVENUE	05/22/26		\$3,707.00
			<b>INVOICE AP.5.22.26 TOTAL:</b>	<b>\$3,707.00</b>





## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 6/9/26

**Submitter:** Lanie Mireles & Meagan Hillman

**Submitted to the County Administration Office on:** 5/21/26

**Return Originals to:** Lanie & Meagan

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of SFY 2026-2027 Collaborative Management Memorandum of Understanding for Prowers County and authorizing Department of Human Services Director, Lanie Meyers-Mireles and Department of Public Health and Environment Director, Meagan Hillman to execute the MOU electronically

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code:

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Admin Office Internal Use**

**County Approvals (as needed):**

Attorney 5-22-26 \_\_\_\_\_

Finance \_\_\_\_\_

Clerk \_\_\_\_\_

HR \_\_\_\_\_

**COLLABORATIVE MANAGEMENT  
MEMORANDUM OF UNDERSTANDING**

**PROWERS  
SFY 2026-2027**

This Agreement is made between the following statutorily Mandated Partners and Non-Mandated Partners to the Collaborative Management Program, each of which may herein be referred to individually as a “Party” or collectively as the “Parties”:

**MANDATED PARTNERS**

1. **PROWERS COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES**, located at 1001 South Main Street, Lamar, CO 81052;
2. **FIFTEENTH JUDICIAL DISTRICT PROBATION DEPARTMENT**, located at 301 South Main Street, Suite 110, Lamar, CO 81052;
3. **FIFTEENTH JUDICIAL DISTRICT COURT**, located at 301 South Main Street, Suite 300, Lamar, CO 81052;
4. **PROWERS COUNTY PUBLIC HEALTH & ENVIRONMENT**, located at 1001 South Main Street, Lamar, CO 81052;
5. **LAMAR SCHOOL DISTRICT RE-2**, located at 210 West Pearl Street, Lamar, CO 81052;
6. **VALLEY-WIDE HEALTH SYSTEMS, INC., COMPREHENSIVE BEHAVIORAL HEALTH SAFETY NET PROVIDER**, located at 128 Market Street, Alamosa, CO 81101;
7. **BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (BHASO)**, called **SIGNAL BEHAVIORAL HEALTH NETWORK** located at 6130 Greenwood Plaza Blvd., Suite 150, Greenwood Village, CO 80111;
8. **DIVISION OF YOUTH SERVICES (“DYS”)**, located at 2864 S. Circle Drive, Suite 300, Colorado Springs, CO 80906;
9. **MANAGED CARE ENTITY**, called **NORTHEAST HEALTH PARTNERS**, located at 710 11<sup>th</sup> Avenue, Suite L-75, Greeley, CO 80631;

**NON-MANDATED PARTNERS**

10. **FIFTEENTH JUDICIAL DISTRICT COLORADO YOUTH DETENTION CONTINUUM (“CYDC”)**, located at 301 South Main Street, Suite 110, Lamar, CO 81052;
11. **SAFECARE COLORADO (“SafeCare”)**, located at 200 Kendall Drive, Lamar, CO 81052;

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12. **FAMILY REPRESENTATIVE, SHARON MAUCH**, located at 34140 County Road 9, Lamar, CO 81052;
13. **ROOTS & WINGS FOR CHILDREN, Early Childhood Council**, located at 1001 S. Mains Street, Lamar, CO 81052; and,
14. **THE CORNERSTONE RESOURCE CENTER, Family Resource Center**, located at 111 West Parmenter Street, Lamar, CO 81052.

WHEREAS, Colorado Revised Statutes (C.R.S.) Section 24-1.9-102(1)(a) authorizes the county department of human services/social services to enter memorandums of understanding with specific agencies for the purpose of promoting a collaborative system of local-level interagency oversight groups and individualized service and support teams to coordinate and manage the provision of services to children, youth, and families who would benefit from integrated multi-agency services; and

WHEREAS, the undersigned desire to enter into an agreement for the collaboration of services to children, youth, and families who would benefit from integrated multi-agency services; and

WHEREAS, the undersigned agencies include all of the agencies required by statute.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, and for their mutual benefit, the Parties agree as follows:

**Term of the Agreement.** This Memorandum of Understanding (MOU) shall be effective beginning July 1<sup>st</sup>, 2026, and shall expire June 30<sup>th</sup>, 2027.

**Renewal of MOU.** The Parties may renew this MOU annually, subject to mutual agreement. Each Party reserves the right to elect not to renew the MOU after the expiration of the current term. If any Party intends not to renew the MOU, it should give notice of such intent at least thirty (30) days prior to the expiration of the Agreement.

**I. Oversight Group.** The Parties agree that there is hereby created an Interagency Oversight Group (IOG) as authorized by C.R.S. Section 24-1.9-102, that is identified locally as Prowers County About F.A.C.E. IOG, whose membership shall be comprised of a local representative of each Party to this

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SFY 2026-2027**

MOU. Membership requirements, the status of each Party as a voting member or advisory member, procedures for the election of officers, procedures for resolving disputes, and procedures for the development of subcommittee groups can be found in the By-Laws/Procedure Guide (“By-Laws” or “Guide”) attached hereto as a labeled Appendix A. By signing this MOU, the Parties agree to follow and review these by-laws annually to ensure all statutory and rule mandates are met. Any changes to the by-laws are considered a revision to the MOU and shall require a new submission to the State with new signatures of all mandated and non-mandated partners.

**II. Target Population.** In recognition of the goals of the Collaborative Management Program (CMP), children, youth, and families across systems are identified and served according to their contact with collaborative programs. The CMP target population consists of at-risk children and youth ages birth through twenty-one (21) years of age and their families who would benefit from a multi-system integrated service plan or multisystem approach. An Individualized Service and Support Team (ISST) includes two (2) or more system representatives who are present to assist a child/youth/family with developing an integrated service plan directed by family needs. The ISST identifies goals and facilitates collaboration and is a family-driven model for service planning. The child/youth/family members are present at and participating in the development of their plan. Prowers County About F.A.C.E. IOG serves their target population(s) directly through an ISST(s) called: Family Resource Meeting; Family Engagement Meeting; and Truancy ISST Meeting.

Prowers County About F.A.C.E. IOG may also serve children, youth, and families within their communities through the Collaborative Management Program by providing multi-system prevention programs. The target population for these prevention programs consists of at-risk children and youth ages birth through twenty-one (21) years of age and their families who would benefit from a multisystem approach. A multisystem prevention program must include two (2) or more system representatives who establish a program that facilitates collaboration and addresses needs not currently provided within the community. Multi-system Prevention Program(s) named: *Circle of Parents; PCSO Youth Academy; Lamar Parks & Recreation Department Youth Programs Initiative; Lamar School District RE-2 Truancy Program; and, Love & Logic.*

## **COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING**

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**III. Services.** As authorized by Section 12 CCR 2509-4-7.303.32(A), Counties may elect to participate in CMP by entering a Memorandum of Understanding (MOU) that is designed to promote a collaborative system to coordinate and manage the provision of services to children, youth, and families who would benefit from an integrated multi-system approach to service and service delivery. The Parties agree to provide the following specific services, subject to the availability of funds for which the collaborative has authority as specified below.

### Services Defined:

- The CMP's ISST is called a Family Resource Meeting. It functions as an integrated service planning model with specific policies and procedures recorded in the attached Appendix B.
- The CMP's ISST is called a Family Engagement Meeting. It functions as an integrated service planning model with specific policies and procedures recorded in the attached Appendix B.
- The CMP's ISST is called a Truancy ISST Meeting. It functions as an integrated service planning model with specific policies and procedures recorded in the attached Appendix B.
- The CMP provides a prevention program through the Circle of Parents prevention program. The description is attached as a labeled Appendix C. Prevention programs are mandated to meet at least one of the following: 1) a multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) a program developed to reduce bifurcated services; or 5) a joint approach benefiting children, youth, and or families.
- The CMP provides a prevention program through the PCSO Youth Academy prevention program. The description is attached as a labeled Appendix C. Prevention programs are mandated to meet at least one of the following: 1) a multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) a program developed to reduce bifurcated services; or 5) a joint approach benefiting children, youth, and or families.
- The CMP provides a prevention program through the Lamar Parks & Recreation Department Youth Programs Initiative prevention program. The description is attached as a labeled Appendix C. Prevention programs are mandated to meet at least one of the following: 1) a

**COLLABORATIVE MANAGEMENT  
MEMORANDUM OF UNDERSTANDING**

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multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) a program developed to reduce bifurcated services; or 5) a joint approach benefiting children, youth, and or families.

- The CMP provides a prevention program through the Lamar School District RE-2 Truancy Program prevention program. The description is attached as a labeled Appendix C. Prevention programs are mandated to meet at least one of the following: 1) a multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) a program developed to reduce bifurcated services; or 5) a joint approach benefiting children, youth, and or families.
- The CMP provides a prevention program through the Love & Logic prevention program. The description is attached as a labeled Appendix C. Prevention programs are mandated to meet at least one of the following: 1) a multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) a program developed to reduce bifurcated services; or 5) a joint approach benefiting children, youth, and or families.

**IV. Authorization to Contribute Resources and Funding.** Each Party represents that it has the authority to approve the contribution of time, resources, and funding to solve problems identified by Prowers County About F.A.C.E. IOG to create a seamless, collaborative system of delivering multi-agency services to children, youth, and families. The resources and funding to be contributed are identified in Section V: Funding Sources in the Table of Resource Pooling.

**V. Funding Sources.** Funding identified in this MOU may be a carryover from previous funding or savings, additional funding provided to the CMP program, or any funds directed towards CMP. Additional funding may become available during the term of this MOU, and the Parties agree to comply with any terms, conditions, and restrictions on the funding made available to them. The Parties agree to financial responsibility and risk sharing where their commitments to support programs exceed the remaining CMP monies available. The fiscal agent for Prowers County About F.A.C.E. IOG is Prowers County Department of Human Services and by signing here \_\_\_\_\_ (Lanie

<b>COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING</b>	<b>PROWERS SFY 2026-2027</b>
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Meyers-Mireles, Director of Prowers County Department of Human Services) agrees to assume financial responsibility and risk. The financial responsibility and risk defaults to the fiscal agent unless otherwise stated here N/A. For this reason, Prowers County About F.A.C.E. IOG projects a conservative budget based on currently available resources.

<b>Table of Resource Pooling SFY 2026-27</b>		
<b>PARTY</b>	<b>IN-KIND</b>	<b>CASH</b>
1. COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES	\$ 50,000	\$
2. JUDICIAL DISTRICT PROBATION DEPARTMENT	\$ 1,500	\$
3. JUDICIAL DISTRICT COURT	\$ 1,000	\$
4. HEALTH DEPARTMENT	\$ 5,000	\$
5. SCHOOL DISTRICT(S)	\$ 10,500	\$
6. COMPREHENSIVE BEHAVIORAL HEALTH SAFETY NET PROVIDER	\$ 10,000	\$
7. BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (BHASO)	\$ 2,000	\$
8. DIVISION OF YOUTH SERVICES ("DYS")	\$ 630	\$
9. MANAGED CARE ENTITY	\$ 1,500	\$
10. COLORADO YOUTH DETENTION CONTINUUM (CYDC)	\$ 3,500	\$
11. SAFECARE COLORADO	\$ 2,500	\$
12. FAMILY REPRESENTATIVE	\$ 2,000	\$
13. ROOTS & WINGS FOR CHILDREN	\$ 2,000	\$
14. THE CORNERSTONE RESOURCE CENTER	\$ 5,000	\$
<b>TOTALS</b>	<b>\$97,130</b>	<b>\$</b>

CMP Carry Over/Reserve Funds = \$ 135,000

Approximate Total Contribution (Totals listed above + CMP Carry Over/Reserve Funds) = \$ 232,130

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**VI. Utilization of CMP Funds.** Prowers County About F.A.C.E. IOG has established a procedure to allow funds received by the CDHS, and allocated pursuant to C.R.S. Section 24-1.9-104, to be reinvested by the Parties to provide appropriate services to children, youth, and families who would benefit from multi-agency services has been approved by the head or director of each Party, as documented in the By-Laws/Guide at *Section XV of the By-Laws*.

The Parties agree by signing this MOU that the Prowers County About F.A.C.E. IOG will review the CMP budget regularly to ensure that CMP funds are being used to serve children, youth, and families that are involved in multiple systems or at risk of involvement in multiple systems. This includes funds being used to serve children, youth, and families who are part of an ISST, CMP prevention program, or as a mechanism to increase collaboration among Parties.

**VII. Collaborative Management Processes.** Pursuant to C.R.S. Section 24-1.9-102(2)(e), Prowers County About F.A.C.E. IOG has established a collaborative management process addressing risk sharing, resource pooling, performance expectations, outcome monitoring, and staff training. This management process shall be utilized by the ISSTs and CMP Prevention Programs when providing services to children, youth, and families serviced by the parties to this MOU, designed to reduce duplication and fragmentation of services, increase the quality, appropriateness, and effectiveness of services delivered to families, and encourage cost sharing among service providers. All of which can be found in the By-laws/Procedure Guide attached as Appendix A. By signing this MOU, the Parties agree to follow and review these by-laws annually to ensure all statutory and rule mandates are met.

**VIII. Collaborative Management Program Elements.** Pursuant to C.R.S. Section 24-1.9-102(2)(e), the parties agree to implement collaborative management processes (VII) in order to:

- A. Reduce duplication and eliminate fragmentation of services provided to children, youth, and families who would benefit from integrated multi-agency services. The Parties will reduce duplication and fragmentation of services by: *initiating, coordinating and participating in ISST family meetings with collaborative partners to work together with the family to identify and define services to enhance the child's safety, permanency, and well-being, and to address the barriers to accessing identified services/supports.*

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- B. Increase the quality, appropriateness, and effectiveness of services delivered to children, youth, and families who would benefit from multi-agency services, to achieve better outcomes; the Parties will increase the quality, appropriateness, and effectiveness of services delivered through: *participation in ISSTs, resource pooling, outcome monitoring, engaging in continuous quality improvement activities, and through the collaboration efforts of each agency involved in this collaborative project.*
- C. Encourage cost sharing among service providers. The Parties will encourage cost sharing through: *the execution of this MOU, through regular IOG meetings including program and resource discussions; through strategic planning efforts, and within the family ISST meetings to assure children, youth and families are receiving necessary services.*

**IX. Process Measures.** Please select all the process measures that the CMP site will attempt to achieve. Each CMP site must select at least three (3). Use the check boxes to the left of the process measure to identify the selected measure.

- IOG meeting attendance (all partners signing MOU attending 75% of the time at 75% of scheduled meetings);
- Family agency or member participation on the IOG as a voting member;
- Seventy-five (75%) percent of the agencies contribute resources at a service level, either in-kind or actual funds;
- Use of Evidence Based or Evidence Informed practices;
- Process of Continuous Quality Improvement used by the IOG;
- Evidence of cost-sharing (Please select how this measure is met from the options below.)
  - Described through the ISST or Prevention Program in the MOU (structure of the program itself). Documented in an MOU Appendix that describes the ISST and/or Prevention Program
  - At the client level, including supporting documentation (ISSP or client file). Documented through client-level data entry

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- In-kind and personnel. Documented through the Table of Resource Pooling, Interagency Oversight Group (IOG) Minutes, or client files, including Individual Service and Support Team (ISST) plans or reports

**X. Data.** The Parties agree to use the Apricot database for data collection for CMP-served clients. The Parties agree by signing this MOU that the attestation statement shall be completed and the Parties shall comply with [Operational Memo OM-DCP-2025-0001](#). The CMP site is responsible for ensuring that no clients are duplicated in Apricot. Duplication is defined as a child, youth, or family that is counted twice for the same Individualized Service and Support Team (ISST) meeting or prevention program. A child, youth, or family may be counted for multiple service episodes supported by several multi-system partnerships.

For those participants entered into Apricot, first name, last name, date of birth, gender, race/ethnicity, zip code, disability status, victim status, and referral source must be entered into the database. CMP sites are also required to collect and report data on CMP ISST clients' recommended services and a description of outcomes for those children served, as well as a description of the services that were recommended but not provided, and a description of the barriers to providing such services. An outcome must be determined and documented for each client supported by an Individualized Service and Support Team (ISST). The CMP State Steering Committee establishes the outcomes and measurements for each CMP site to choose from.

**XI. Confidentiality Compliance.** The Parties agree that State and Federal law concerning confidentiality shall be followed by the Parties and Prowers County About F.A.C.E. IOG. Any records used or developed by Prowers County About F.A.C.E. IOG, its members, a listed ISST, or a listed Prevention Program that relate to a particular person are to be kept confidential and may not be released to any other person or agency, except as provided by law. The Parties have developed a release of information that addresses the confidentiality needs of all Parties, attached as Appendix D.

**XII. Termination of MOU.** The Parties acknowledge that withdrawal from this MOU of any Mandated Party shall result in the automatic termination of this Agreement and termination of the

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collaborative system of delivery of services developed hereunder. The withdrawing Party shall assist the other Parties to achieve an orderly dissolution of the collaborative system with as little disruption as possible in the delivery of services provided to children, youth, and families who would benefit from multi-agency services.

- A. Withdrawal/Termination.** Any Party may withdraw from this Agreement at any time by providing 30 days written notice to all other Parties.
- B. For Loss of Funds.** Any Party may withdraw from this Agreement or modify the level of its commitment of services and resources hereunder, in the event of loss or reduction of resources from its funding source identified herein. Any Party withdrawing due to loss of funds will provide notice of withdrawal in writing within 30 days.
- C. Distribution of Funds.** The Parties have established a collaborative management process addressing the distribution of funds if the MOU is terminated, as further described in the by-laws/procedure guide. *Section XV of the By-Laws.*

**IN WITNESS WHEREOF**, the Parties hereto, through their authorized representatives, have executed this Memorandum of Understanding and commit to all elements described above, effective for the dates written above. (Please note scanned and electronic signatures, with an attached digital receipt, are acceptable.)

***Interagency Oversight Group Members***

**MANDATED PARTNERS**

**1. COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES**

Name and Title: **Lanie Meyers-Mireles, Director**  
Agency: **Prowers County Department of Human Services**  
Address: **1001 South Main Street**  
City/State/Zip: **Lamar, CO 81052**  
Phone: **719-336-7486**

Email: [dssdirector@prowerscounty.net](mailto:dssdirector@prowerscounty.net)

Signature:

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**2. JUDICIAL DISTRICT PROBATION DEPARTMENT**

Name and Title: **Stephanie Hofmeister, Chief Probation Officer**

Agency: **15<sup>th</sup> Judicial Probation Department**

Address: **301 South Main Street, Suite 110**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-336-8310**

Email: [stephanie.hofmeister@judicial.state.co.us](mailto:stephanie.hofmeister@judicial.state.co.us)

Signature:

**3. JUDICIAL DISTRICT COURTS**

Name and Title: **Hon. Tarryn L. Johnson, 15<sup>th</sup> Judicial District Chief Judge**

Agency: **15<sup>th</sup> Judicial District**

Address: **301 South Main Street, Suite 300**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-336-7424**

Email: [tarryn.johnson@judicial.state.co.us](mailto:tarryn.johnson@judicial.state.co.us)

Signature:

**4. HEALTH DEPARTMENT**

Name and Title: **Meagan Hillman, Director**

Agency: **Prowers County Department of Public Health & Environment**

Address: **1001 South Main Street**

City/State/Zip: **Lamar, CO 81052**

Proxy: **Paige England**

Proxy: **Reyna Perez**

Phone: **719-336-8721**

Email: [mhillman@prowerscounty.net](mailto:mhillman@prowerscounty.net)  
[pengland@prowerscounty.net](mailto:pengland@prowerscounty.net)  
[pcpheaccountant@prowerscounty.net](mailto:pcpheaccountant@prowerscounty.net)

Signature:

**5. SCHOOL DISTRICT - LAMAR**

Name and Title: **Chad Krug, Superintendent**

Agency: **Lamar School District Re-2**

Address: **210 West Pearl Street**

City/State/Zip: **Lamar, CO 81052**

Proxy: **Gabrielle Hammer Nieschburg**

Phone: **719-336-3251**

Email: [chad.krug@lamarschools.org](mailto:chad.krug@lamarschools.org)  
[gabrielle.hammer@lamarschools.org](mailto:gabrielle.hammer@lamarschools.org)

Signature:

**6. COMPREHENSIVE BEHAVIORAL HEALTH SAFETY NET PROVIDER**

Name and Title: **Jania Arnoldi, President & Chief Executive Officer, Administrative Services**

Agency: **Valley -Wide Health Systems, Inc.**

Address: **128 Market Street**

City/State/Zip: **Alamosa, CO 81101**

Contact Person/Proxy: **Jennifer Pollmiller**

Phone: **719-587-1001**

Email: [ArnoldiJ@valley-widehealth.org](mailto:ArnoldiJ@valley-widehealth.org)  
[PollmillerJ@valley-widehealth.org](mailto:PollmillerJ@valley-widehealth.org)

Signature:

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**7. BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION**

Name and Title: **Daniel Darting, Chief Executive Officer**  
Agency: **Signal Behavioral Health Network**  
Address: **6130 Greenwood Plaza Blvd., Suite 150**  
City/State/Zip: **Greenwood Village, CO 80111**  
Contact Person/Proxy: **Troy Bowman**  
Phone: **720-645-2074** Email: [ddarting@signalbhn.org](mailto:ddarting@signalbhn.org)  
[tbowman@signalbhn.org](mailto:tbowman@signalbhn.org)  
Signature:

**8. DIVISION OF YOUTH SERVICES**


Name and Title: **Kelly Crittenden, Southern Region Director**  
Agency: **Division of Youth Services – Southern Region**  
Address: **2864 S. Circle Drive, Suite 300**  
City/State/Zip: **Colorado Springs, CO 80906**  
Contact Person/Proxy: **Shawn Robinson, Program Manager**  
Phone: **719-433-2015** Email: [kelly.crittenden@state.co.us](mailto:kelly.crittenden@state.co.us)  
[shawn.robinson@state.co.us](mailto:shawn.robinson@state.co.us)  
Signature:

**9. MANAGED CARE ENTITY**

Name and Title: **Kari Snelson, Executive Director**  
Agency: **Northeast Health Partners**  
Address: **710 11<sup>th</sup> Avenue, Suite L-75**  
City/State/Zip: **Greeley, CO 80631**  
Contact Person/Proxy: **Raina Ali**  
Phone: **970-909-4318** Email: [kari@nhpllc.org](mailto:kari@nhpllc.org)  
[raina@nhpllc.org](mailto:raina@nhpllc.org)  
Signature:

**NON-MANDATED PARTNERS**

**10. COLORADO YOUTH DETENTION CONTINUUM (“CYDC”)**

Name and Title: **Nancy Chavarria, Coordinator**  
Agency: **Fifteenth Judicial District – CYDC**  
Address: **301 South Main Street, Suite 110**  
City/State/Zip: **Lamar, CO 81052**  
Phone: **719-336-8318** Email: [nancy.chavarria@judicial.state.co.us](mailto:nancy.chavarria@judicial.state.co.us)  
Signature: 

**11. SAFECARE COLORADO**

Name and Title: **Tyann Conley, Supervisor**  
Agency: **SafeCare Colorado**  
Address: **200 Kendall Drive**  
City/State/Zip: **Lamar, CO 81052**  
Phone: **719-688-8846** Email: [tyann.conley@highplainschc.net](mailto:tyann.conley@highplainschc.net)  
Signature:

**COLLABORATIVE MANAGEMENT  
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**PROWERS  
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**12. FAMILY REPRESENTATIVE**

Name and Title: **Sharon Mauch**  
Address: **34140 County Road 9**  
City/State/Zip: **Lamar, CO 81052**  
Phone: **719-688-3237**

Email: [sharon.mauch2@gmail.com](mailto:sharon.mauch2@gmail.com)

Signature:

**13. ROOTS & WINGS FOR CHILDREN, EARLY CHILDHOOD COUNCIL**

Name and Title: **Courtney Holt Rogers, Council Coordinator**  
Agency: **Root & Wings for Children, Early Childhood Council**  
Address: **1001 South Main Street**  
City/State/Zip: **Lamar, CO 81052**  
Phone: **719-336-7486**

Email: [cholt@prowerscounty.net](mailto:cholt@prowerscounty.net)

Signature:

**14. THE CORNERSTONE RESOURCE CENTER**

Name and Title: **Rosie Gomez, Executive Director**  
Agency: **The Cornerstone Resource Center**  
Address: **111 West Parmenter Street**  
City/State/Zip: **Lamar, CO 81052**  
Phone: **719-691-6089**

Email: [rosie@cornerstoneco.org](mailto:rosie@cornerstoneco.org)

Signature:

**APPENDIX A:**

**ABOUT F.A.C.E. INTERAGENCY OVERSIGHT GROUP BY-LAWS**

# **ABOUT F.A.C.E. IOG**

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**Baca, Cheyenne, Kiowa, and Prowers Counties**

## **BY-LAWS SFY26-27**

**ABOUT F.A.C.E. COLLABORATIVE MANAGEMENT PROGRAM  
INTERAGENCY OVERSIGHT GROUPS  
BY-LAWS**

**For the Counties of Baca, Cheyenne, Kiowa, and Prowers**

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**ABOUT F.A.C.E. COLLABORATIVE MANAGEMENT PROGRAM  
INTERAGENCY OVERSIGHT GROUP  
BY-LAWS**

**For the Counties of Baca, Cheyenne, Kiowa, and Prowers**

**I. NAME**

The name of each county Collaborative Management Program (CMP) shall be called the About F.A.C.E. (Families and Communities Engaged) Collaborative Management Program (CMP) and Interagency Oversight Group (IOG) for each county being served. The About F.A.C.E. Collaborative Management Program and Interagency Oversight Groups are alternately referred to throughout this document, in general, as the “About F.A.C.E. IOG(s)” or “IOG”. These by-laws are developed and adopted for the: Baca County IOG, Cheyenne County IOG, Kiowa County IOG, and Prowers County IOG – four (4) distinct and independent counties and CMPs of the Fifteenth Judicial District for the State of Colorado.

**II. MISSION**

The mission of the About F.A.C.E Collaborative Management Programs are to:

Develop and maintain four (4) distinct county collaborative management programs to promote the welfare of children and families, in their respective county, through *the development of sustainable partnerships that provide integrated, quality services that are individualized, strength-based, family centered, trauma informed and trauma responsive, equitable, inclusive, and culturally sensitive.*

**III. PURPOSE**

To establish and maintain a collaborative approach to the delivery of services to increase the quality, appropriateness and effectiveness of services and achieve better outcomes; and, to comply with C.R.S. Section 24-1.9-101-104 (HB 1451), as amended, titled “Collaborative Management of Multi-Agency Services Provided to Children and Families.”

To address risk-sharing, resource-pooling, performance expectations, outcome monitoring and staff training; to develop cost-sharing protocols among service providers; and to oversee the spending of CMP funds, budget, and pooled funds.

To reduce duplication and eliminate fragmentation of services provided to children and families through facilitating and promoting the use and integration of Individualized Service and Support Teams (ISST) to coordinate the provision of services to multi-agency

served children and families, allowing the organizations providing treatment and services to provide appropriate services to children and families through consolidated resources.

A. Risk Sharing – Legal and Financial. The four (4) county About F.A.C.E. IOGs have arranged to have the business operations of the partnership and employment are managed through an outside fiscal agent designated as County Public Health. This fiscal agent provides protection against financial and practice liability in the following ways: the IOG has agreed on the process for addressing risk sharing to include understanding and identifying risks, exercising due diligence, encouraging open and honest communication, welcoming requests for support, proposing recommendations, determining appropriate actions (as feasible or required by statute), and monitoring outcomes. Each mandated party to the MOUs agrees to maintain insurance or self-insurance throughout the term of the MOU(s) and to assume the risk as determined by their agency for their services and the employees under their supervision. Further, each mandated party agrees to be solely responsible for liability incurred as a result of participation in their IOG(s) based on their own actions or the actions of their employees or other persons under their supervision. No party shall be responsible for liability incurred based on the actions of another party or of persons employed or supervised by another party. All contracted service providers shall meet their supervising agency requirements, and to the extent possible annually sign a state/county approved contract that outlines an indemnity agreement, confidentiality commitments, a HIPAA compliance addendum, cyber-security, and immigration compliance requirements.

In addition, the IOGs have established risk sharing to mean that decisions by their IOG will not negatively impact a partner agency to the agreement. The IOG has delegated decision making for target populations to the local agencies as identified in an ISST meeting or other routine agency processes. The IOG does not make any case or family specific decisions, therefore *legal risk* is held by the decision-making agencies. *Financial risk* is held by each individual agency, except for funds controlled by the IOG. If there is a budgeting error in funding, the IOG will develop a plan to address the budgeting error.

B. Resource Pooling. Each mandated partner to the IOGs, and signer to the Memorandum of Understanding(s) (MOUs), represent that they have the authority to approve the contribution of time, resources, and funding to solve problems identified by the IOG in order to create a seamless, collaborative system of delivering multi-agency services to children, youth and families. Any partnering agency can select to share/contribute any financial or non-financial resources (office space, volunteers, etc.) toward any About F.A.C.E. collaborative program or service. All signing agency partners of the MOU's are encouraged to work together to improve outcomes for children, youth and families through resource pooling.

- C. Performance Expectations. The IOGs were formed to address the need for a collaborative approach between the partnering agencies to increase the quality, appropriateness, and effectiveness of services delivered to children, youth and families living within each county. Each separate county will keep data on the number of children and families served and will report at monthly IOG meetings. Each county agrees to provide the Coordinator with necessary data, as requested throughout the year, in order to complete necessary reports for the IOG. Any challenges or barriers to meeting any expectations by an IOG partner will be addressed by the respective county or agency and the Coordinator with solutions presented to the respective IOG to resolve.
  
- D. Outcome Monitoring. The IOG has agreed on the process for outcome monitoring to include quarterly/bi-annual reviews of the About F.A.C.E. Program including county program updates shared at regular IOG meetings. Additionally, Continuous Quality Improvements (CQI) will occur at least once annually with a formal Strategic Planning Meeting, and throughout the year as changes and improvements are deemed necessary for the program.
  
- E. Staff Training. When new individuals or partners join an IOG, the Coordinator will provide program information, By-Laws, MOU's, Colorado Revised Statute for CMP, Social Services Rules for CMP, and review the roles and responsibilities of the new partner. IOG partners who have alternative representatives from their organizations attend any program meetings; that partner will be responsible for ensuring their representatives understand their responsibilities, roles and expectations. The Coordinator and any other IOG partner may attend or provide training to support the mission of the IOGs.

#### **IV. COUNTY INTERAGENCY OVERSIGHT GROUP RESPONSIBILITIES**

About F.A.C.E. is comprised of four (4) individual county IOGs. In collaboration with the Coordinator, each county will annually:

- a. Define and submit a unique Memorandum of Understanding.
- b. Receive county specific and separate CMP Funds from the state.
- c. Contribute an agreed upon amount of CMP Funds as pooled resources to support the program Coordinator and an Operations Budget.

#### **V. PARTNERSHIP**

- A. Mandated Partners & Voting Partners. Mandated Partners of the IOG shall consist of the mandatory HB-1451 partners, specifically identified and listed in the annual MOU's for each county. Mandated Partners are voting partners. A non-mandated partner who is identified in the county MOU and is a signing partner to the county MOU is a voting member. All signing partners to a county's MOU are voting partners

for that county IOG. The IOG Coordinator will keep an up-to-date roster of all voting partners. All IOG decisions are made by a majority vote, or by consensus, where a quorum is established.

B. Non-mandated Partners. To become a Non-mandated Partner of an IOG, an agency representative must:

- a. Attend greater than 75% of all county IOG meetings one (1) year prior to their request for partnership;
- b. Provide a Letter of Interest to the respective IOG addressing how partnership with the county IOG is a mutually beneficial partnership; and
- c. Attend greater than 75% of all county IOG meetings as a signing and voting member of the respective county IOG.

The respective county IOG will vote on the applicant's membership at a regular meeting of the IOG where quorum has been established. Non-mandated partner membership decisions require a majority vote at an official meeting of the IOG. Non-mandated partnership is subject to review by the IOG annually, on or about the month of April, prior to the beginning of the next fiscal year. A non-mandated IOG partner may resign at any time by providing a written notice to the Chair.

C. Advisory Partners. The IOG may include advisory, non-voting, community partners who are invited to regularly attend IOG meetings. As an Advisory Partner, the agency is not listed in the MOU but is a valuable resource to the work of the IOG. Advisory Partners may participate in IOG and ISST meetings, receive email correspondence, share in topic discussions, and will be a part of conversations working towards consensus. However, when an official vote is called, Advisory Partners are not eligible to vote. Regular attendance is not required of an Advisory Partner but is strongly encouraged as their input and insight is important to the process of collaboration and serving the families of their community.

D. Partner Duties & Responsibilities. Partner responsibilities apply to mandated voting partners, approved non-mandatory voting partners, and non-voting advisory partners. All members of the IOG shall perform his or her duties, including the duties as a member of any subcommittee upon which the member may serve, with care and in good faith, supporting the mission, goals, and objectives of the IOG. Duties of an IOG partner shall include at a minimum:

- a. Attending and actively participating in meetings or assigning an Authorized Representative, Proxy, to attend and represent their agency;
- b. Comply with C.R.S. Section 24-1.9-101-104 (HB 1451), including the Memorandum of Understanding(s); and
- c. Be informed of, provide input and insight to, and vote on all matters coming before the respective IOG, including the election of officers.

## **VI. OPERATIONS FISCAL AGENT**

Through an Intergovernmental Agreement (IGA), the Operations Fiscal Agent and Employer for the IOGs employees shall be Kiowa County Public Health. All counties have agreed to the terms and conditions outlined in the agreement titled, “Kiowa County Public Health Intergovernmental Agreement for the Provision of the About Families and Communities Engaged for Baca, Cheyenne, Kiowa and Prowers County” and the contract will be renewed annually.

## **VII. ELECTION OF OFFICERS**

The IOGs shall elect from among their members by majority vote, a Chair, Vice-Chair, and Secretary. The office of Treasurer will default to the county fiscal agents, DHS/DSS Directors as designated in the annual Memorandums of Understanding, along with a Treasurer for the Operations Budget which will default to a representative of Kiowa County Public Health, the Operations Fiscal Agent. Officers will be elected at the last meeting of the state fiscal year, on or about the month of June, and assume office at the first meeting of the state fiscal year. Officers shall serve for a term of one year or until their successors are elected. Officers may be re-elected to serve an unlimited number of terms. Duties of the officers are as follows:

- A. Chair. The Chair shall preside over all meetings of the IOG. The Chair shall appoint all sub-committees and shall serve as an ex-officio member of all committees. The Chair shall perform or delegate other duties designated by the IOG. For the purposes of doing business, the county IOGs may share an elected Chair. In the absence of a CMP Coordinator, the Chair will act as the official Spokesperson for the group.
- B. Vice-Chair. The Vice-Chair shall preside in the absence of, or at the request of the Chair. The Vice-Chair shall perform duties designated by the Chair and/or the IOG. For the purposes of doing business and keeping county IOG matters a priority for each county, each county will appoint their own dedicated Vice-chair. The Vice-Chair will help to develop the IOG Meeting Agenda and ensure that their County interests are represented.
- C. Treasurers. The County IOG Treasurers (DHS/DSS Directors) and Operations Budget Treasurer (Kiowa County Public Health) will provide monthly expenditure reports to the IOG and assist the Coordinator with the preparation and reporting of IOG annual budget reports. The County IOG Treasures and the Operations Budget Treasurer will keep track of all monies spent and received for their county. The Treasurers will obtain the appropriate signatures for expenses being paid and will provide a monthly report to the IOG.
- D. Secretary. The Secretary will take attendance, report on quorum at regular IOG meetings, and record votes for roll-call voting matters. Meeting minutes will be

prepared by the Coordinator and reviewed by the Secretary to present to the IOG. The Coordinator will keep a record of all official meeting minutes and attendance.

The Coordinator will be responsible to maintain and house the record of all meeting minutes, however, the Coordinator will not be considered an Officer of the IOG, will not carry voting privileges, and may not be an authorized proxy for any voting partner. The Coordinator will act as the official spokesperson for the IOGs and carry out the will of the IOG Partners to matters brought before the Collaborative Management Program Partners and the Collaborative Management Program State Steering Committee.

## **VIII. SUBCOMMITTEES & SPECIAL PROJECTS**

Subcommittees and/or a Special Project team may be requested and created by the IOGs, from IOG partners or designees, or from the CMP State Steering Committee, from time to time, to work on an identified issue and report back to the IOG. Subcommittees will have specific tasks, deliverables, and outcomes; subcommittee members will designate one member of the subcommittee as their Chairperson and they will report updates at regular IOG meetings. Special Project team participation may be less formal and require less of a time commitment from members. Upon completion of the assigned task, the Special Project team will be dissolved. IOG Partners serve voluntarily on subcommittees and with Special Project teams.

## **IX. MEETINGS & QUORUM**

The county IOGs shall meet at a time and place as called by the Chair. The Coordinator will distribute meeting notices, agendas, and minutes to all partners in advance of the meeting. Notices shall state the time and place of the meeting and specific agenda information will be provided when possible. Unless otherwise determined, the About F.A.C.E. IOG meetings will take place monthly on the third (3<sup>rd</sup>) Wednesday of each month – in person, unless otherwise directed – with a virtual meeting platform and/or call-in option available for all IOG partners.

- A. Attendance & Quorum. Attendance will be documented at each meeting. Fifty-one percent (51%) of the IOG shall constitute a quorum for attendance and voting matters, a quorum shall be deemed to exist until the conclusion of such meeting. Each mandated partner will have one (1) vote per County MOU representation. Each mandated partner agency is encouraged to have additional agency representatives attend meetings; however, only one person from a partner agency shall be included in the vote count. A voting partner may send a recognized and authorized designee or proxy in his/her absence to represent the interests of their agency. All agencies who have signed the MOU are deemed voting partners. In the event a quorum is not present at any meeting,

the partners may adjourn, create a work session, or reschedule and meet at a later date with proper notice.

- B. Voting/Parliamentary Authority. A majority vote by a quorum of the IOG shall constitute the voice or expression of the IOG. At all meetings, voting shall be by show-of-hand or by voice. Voting on all matters before the IOG may be conducted by electronic vote via email or at any meeting of the IOG. All votes by electronic vote/email shall be recorded by the Coordinator, or another designated partner of the IOG, and presented to the IOG to be ratified at the next official or scheduled meeting. Any voting member of the IOG may request a roll-call vote of a matter coming before the IOG. Concerning Parliamentary Authority, the rules contained in the most current edition of *Robert's Rules of Order Newly Revised* shall govern the IOGs and any subcommittees in all cases to which they are applicable and in which they are consistent with these bylaws, and any special rules of order the IOG may adopt, or as otherwise provided by law.
- C. Open Meetings & Guests. IOG meetings are open to the public and individuals who are not IOG Partners may attend as guests. Guests are able to participate in discussions during the open comment section of the meeting agenda and/or when invited to participate in discussion at the request of the meeting Chairman. Guests do not have voting rights.

## **X. DISPUTE RESOLUTION**

The IOG will strive to resolve all disputes through consensus following a discussion led by the Chair. If consensus is not achieved, the partners will vote and the majority will prevail. A quorum must be met in order to vote on any matter before the IOGs. The following are the procedures for resolving disputes of IOG partners:

- a. A dispute must be submitted in writing to the Chair and formally brought to the table by being added to the Agenda of a regular meeting where quorum has been met.
- b. The Chair will attempt to resolve the conflict by facilitating discussion and seeking a solution through consensus agreement.
- c. If consensus agreement is not achieved, the partners will vote on the issue and recommendations will be made to the agencies involved in the dispute.
- d. The Department Head of each participating agency will have final authority concerning personnel and fiscal matters related to their role in the disputed matter.

## **XI. AUTHORIZED REPRESENTATIVE DESIGNATION – PROXY DESIGNEE**

Every signing IOG partner to their respective MOU(s) may designate an authorized individual or individuals as their “Proxy” or “Proxies” to represent the interests of their

organization and to make decisions and vote on their behalf. An IOG Partner can appoint authorized designees by submitting a letter annually, on agency letterhead, designating said individual(s). An Authorized Designee letter will be completed for the beginning of each fiscal year and appointees recognized by the IOGs at a Regular IOG meetings where quorum is established.

## **XII. CONFLICT OF INTEREST**

Any partner of the IOG who is present at a meeting at which any matter is discussed in which he or she has a private financial or property interest shall declare that he or she has a potential conflict of interest. He or she shall refrain from attempting to influence the decisions of the other partners of the governing body in voting on the matter, and shall not vote in respect to such matter.

## **XIII. ERRORS AND OMISSIONS INSURANCE**

The Operations Fiscal Agent shall secure Errors and Omissions (E & O) coverage for the About F.A.C.E. Coordinator. All partnering agencies shall secure their own insurance as required by the state and within their individual organizations.

## **XIV. REINVESTMENT AND FINANCIAL SAVINGS**

- A. Operating Reserve. The partnering agencies of the IOG agree to protect against the risk of financial insufficiency to build, plan for and maintain an operating reserve to equal the cost of conducting business for the IOG for a minimum of one (1) year whenever the financial standing will allow. A fiscal sustainability plan will be created based upon current funds and available resources.
- B. Waivers. The IOG will not seek waivers from the federal government and if this position changes, these by-laws will be modified to outline the procedure.
- C. CMP Fund Reinvestment. CMP funds received by county Departments of Human Services, and allocated pursuant to C.R.S. 24-1.9-104, will be reinvested into the IOG to provide appropriate services to children, youth and families to receive multi-agency services and to support staffing. All funding expenditures will be approved by a vote of the partners.
- D. Funding Sources. Funding identified in the annual MOU(s) can be a carryover from CMP funding or savings, additional funding provided to the IOG or any funds directed towards the IOG. The agencies agree to financial risk sharing, with commitments to support programs with earned CMP funds and carryover when monies are available. For this reason, the IOG projects a conservative annual budget based on available resources.

**XV. DISSOLUTION AND DISTRIBUTION OF FUNDS**

In the event that the IOG is dissolved, as defined by statute C.R.S. 24-1.9-102(1)(a), Section IV of the Intergovernmental Agreement for the Provision of the About Families and Communities Engaged for Baca, Cheyenne, Kiowa, and Prowers County states:

In the event the About FACE IOG is dissolved due to the departure of a mandatory partner, as defined by statute, an emergency meeting of the IOG partners will be called within seven (7) days to vote upon distribution of remaining funds and property. Distribution of remaining funds and property will be decided upon by a majority vote of more than 50% remaining partners.

The most recent and fully executed copy of the IGA shall guide distribution of funds and property.

**XVI. AMENDMENTS**

These by-laws may be approved or amended in whole or in part by a majority vote of the IOGs voting partners during a regularly scheduled meeting provided any proposed changes to the by-laws are distributed in written form to all partners at least 1 week (7 days) prior to the meeting at which action is to be taken on the proposed changes. Any amendments to these by-laws to be implemented during an active fiscal year will be considered a revision to the MOU and will require a new MOU be submitted with new signatures to the state.

**XVII. VERIFICATION**

The undersigned IOG Chairman verifies that the foregoing document is a true and accurate copy of the By-laws which were approved via discussion and vote on the 15th day of April, 2026.

**CHAIRMAN OF THE ABOUT F.A.C.E. INTERAGENCY OVERSIGHT GROUPS:**

By:   
Sharon Mauch, Chairman About F.A.C.E. IOGs

**APPENDIX B:**  
**INDIVIDUALIZED SERVICE AND SUPPORT TEAM MEETINGS**  
**MEETING DESCRIPTIONS**

## **FAMILY RESOURCE MEETING ISST**

### **Meeting Description**

**Family Resource Meeting ISST** – About F.A.C.E. CMP is the lead program for coordinating a Family Resource Meeting ISST. Once a family is referred to About F.A.C.E. for multi-agency collaboration and services, screened for appropriateness, agree to voluntary participation, and has signed a Consent to Release Information, a Family Resource Meeting is scheduled. This meeting brings the family together with multiple agencies in a coordinated, multi-systemic approach to address the presenting problem, identify barriers, and create an integrated service plan.

The Family Resource Meeting ISST was developed to reduce bifurcated or fragmented services by aligning systems and providers into a unified, collaborative process. This joint approach benefits children, youth, and families by ensuring that services are coordinated, communication is streamlined, and efforts are not duplicated or working at cross purposes.

Family Resource Meetings are family-centered, strengths-based, trauma-informed, and solution-focused, with the goal of putting children and families back on track for success and preventing escalation or exacerbation of the presenting problem (e.g., truancy, risk of child welfare involvement, etc.) The About F.A.C.E. Coordinator facilitates this Integrated System Service Team (ISST) meeting, and an integrated service plan is developed to address the needs of children, youth, and the family through a 2Gen approach.

The FRM team views the family through a multi-generational lens, identifying needs, natural supports, and service gaps for children as well as parents and/or other caregivers. Barriers to financial independence are frequently addressed. The 2Gen approach is used to help break cycles of poverty and/or dysfunction, creating opportunities for families to grow and transition to healthier, more stable functioning within the community.

A family member must be in attendance for this ISST meeting to be held. Agencies in attendance may include, but are not limited to any of the About F.A.C.E. CMP signing partner agencies, any of the About F.A.C.E. advisory partnering agencies, other relevant partners and natural family supports as appropriate to support effective service coordination for the family.

***In alignment with CMP statute, the target population for a Family Resource Meeting ISST structure consists of at-risk children and youth from birth to twenty-one years of age, or families of children or youth, who would benefit from a multi-system integrated service plan which may include prevention, intervention, and treatment services. Additionally, the families served through a Family Resource Meeting ISST structure do not have an open Dependency & Neglect court case with the Department of Human/Social Services. The number of youth and families served through a Family Resource Meeting ISST are reviewed monthly and reported to the IOG with the opportunity for enhanced collaboration and material support, if needed.***

## FAMILY ENGAGEMENT MEETING

### Meeting Description

**Family Engagement Meeting** – Human Services serves as the lead agency for coordinating and facilitating Family Engagement Meetings. These meetings engage the family, child(ren), natural supports, and professionals in a structured process led by a trained facilitator. An FEM convenes multiple agencies in a coordinated, multi-systemic approach to support safety planning, service coordination, case monitoring, permanency planning, and case closure.

The FEM is designed to reduce bifurcated or fragmented services by aligning partners in a unified process to develop and implement a single, integrated service plan. This joint approach benefits children, youth, and families through coordinated service delivery and shared accountability.

Meetings are family-centered, strengths-based, trauma-informed, and solution-focused. Using a 2Gen framework, the team identifies needs, supports, and service gaps for both children and caregivers and connects families to appropriate resources to support progress toward DHS/DSS case closure. Participants may include family-identified supports as well as representatives from human services, probation, public health, schools, behavioral health, substance use treatment, medical providers, youth services, and other relevant community partners.

*In alignment with CMP statute, the target population for a Family Engagement Meeting ISST structure consists of at-risk children and youth from birth to twenty-one years of age, or families of children or youth, who would benefit from a multi-system integrated service plan that may include prevention, intervention, and treatment services. Specifically, the families served through a Family Engagement Meeting ISST structure have an active Dependency & Neglect court case with the Department of Human/Social Services or other open involvement. About F.A.C.E. CMP recognizes the FEM ISST structure as a multi-agency served youth and family when two (2) or more CMP partnering agencies are involved in the family meeting, the family is present, and an integrated service plan is created. About F.A.C.E. staff in collaboration with DHS/DSS ensure that the FEM meetings meet the intent and definition of an ISST. The number of youth and families served through an FEM are reviewed monthly and reported to the IOG with the opportunity for enhanced collaboration and material support, if needed.*

## TRUANCY ISST MEETING

### Meeting Description

**Truancy ISST Meeting** – Schools and the Court (Judicial) serve as lead agencies for referring families to a Truancy ISST Meeting through the About F.A.C.E. Program. About F.A.C.E. coordinates and facilitates these meetings, which require family participation and bring together multiple agencies in a coordinated, multi-systemic approach. Developed to reduce bifurcated or fragmented services, the ISST aligns partners in a unified process to support school engagement.

The multidisciplinary team may include the Guardian Ad Litem, school personnel, About F.A.C.E. Family Advocate, Department of Human/Social Services, mental health providers, Family Resource Center, Probation/CYDC, and other relevant partners and natural supports. This joint approach benefits children, youth, and families by integrating services, improving communication, and promoting shared accountability.

The team collaborates with the youth and family—who guide goal setting—to identify strengths, barriers to attendance, and needed supports, and to develop a coordinated service plan to address truancy and other identified needs. Recommendations are shared with all parties in attendance and with the Court. Truancy ISST Meetings continue throughout the truancy case, with frequency based on family need.

*In alignment with CMP statute, the target population for a Truancy ISST Meeting structure consists of at-risk children and youth from birth to twenty-one years of age, or families of children or youth, who would benefit from a multi-system integrated service plan that may include prevention, intervention, and treatment services. Additionally, the families served through a Truancy ISST Meeting structure either have an open Truancy Court Case or at risk of Truancy being filed with the Court. The number of youth and families served through Truancy ISST meetings are reviewed monthly and reported to the IOG with the opportunity for enhanced collaboration and material support, if needed.*

**PROWERS COUNTY**  
**APPENDIX C:**  
**PROGRAM DESCRIPTIONS**

## **CIRCLE OF PARENTS**

### **Program Description**

The Circle of Parents® program offers peer support groups for anyone in a parenting and/or caregiving role. Through free group sessions, participants are provided a safe, confidential, and non-judgmental space to discuss the successes and challenges of raising children, share ideas, resources, and support, and build their confidence, skills, and knowledge as caregivers.

Circle of Parents® is an evidence-informed model shown to improve the resiliency in children by increasing the Protective Factors in their environment through a support group for caregivers.

- **Parental Resilience:** The ability to manage stress from difficult life experiences with the support of family, friends, or the community.
- **Social Connections:** Positive and meaningful relationships that create a sense that you matter to others and belong to a community.
- **Knowledge of Parenting & Child Development:** The ability to learn what to expect as children grow up and using the parenting approaches of your culture to meet their needs.
- **Social & Emotional Competence of Children:** The ability to help children learn how to communicate clearly, recognize and regulate their emotions, establish and maintain relationships, and develop other important life skills.
- **Concrete Support:** Having access to supports and services that build on a family's strengths and meet their needs.

The groups utilize the mutual self-help support model. A trained group facilitator and parent leader facilitate the support groups. Open groups meet regularly (weekly, bi-weekly, monthly) and are offered at no cost to any participant. Groups are ongoing, require no intake, and, with few exceptions, are open to all parents. Group members are assured of confidentiality in a non-judgmental environment within the limits of the law. Community resource information that supports healthy family development is available to all group members.

Circle of Parents® was initiated through the About F.A.C.E. Collaborative Management Program in response to the expressed need from community parents, area schools, mental health providers, DHS, SafeCare, and other CMP partners. The About F.A.C.E. IOG will provide ongoing broad oversight and direction of this prevention program. Implementation and service delivery will happen through a collaborative effort of The Cornerstone Resource Center, the County Departments of Human/Social Services, and the County Departments of Public Health.

## **PCSO Youth Academy Program Description**

The PCSO Youth Academy is an immersive five-day program designed to introduce young participants to the dynamic world of first responders. Through hands-on training and direct engagement with professionals in law enforcement, emergency dispatch, firefighting, EMS, and mental health support, cadets gain real-world insight into these vital career fields.

Throughout the academy, cadets will acquire valuable life-saving and leadership skills, including:

- Crisis management
- Conflict de-escalation
- CPR certification

Participants will not only gain practical experience, but also earn three college elective credits and become eligible to win one of three college scholarships awarded during the program's celebratory closing banquet.

Grounded in an evidence-informed approach, this academy integrates research on youth engagement, community trust-building, and first responder roles. It follows a 2-Gen (Two-Generation) model, focusing on both the youth's development and their family's perspective to create lasting impact and stronger community ties.

The program is open to youth and young adults ages 15-21 that reside in the counties of Prowers, Kiowa, Baca, and Bent. Offered completely free of charge, the academy requires full attendance and active participation. By the end of the five days, cadets will leave with enhanced confidence, new skills, and a clearer vision of possible career paths in service and public safety.

The PCSO Youth Academy program is a collaboration between the Prowers County Sheriff's Department, Lamar Community College, the Lamar Police Department, Lamar Fire and Emergency, Rural Fire, District Attorney Office, the 15<sup>th</sup> Judicial District and the Honorable Judge Johnson, the 15<sup>th</sup> Judicial District Probation Office, Colorado Army National Guard, Wholehearted Connection LLC, and Prowers Medical Center. The About F.A.C.E. IOG will provide ongoing broad oversight and direction of this prevention program.

This program is more than just an introduction to first responder careers—it's a transformative experience that empowers youth, strengthens families, and builds more resilient communities.

## **LAMAR PARKS & RECREATION DEPARTMENT YOUTH PROGRAMS INITIATIVE**

### **Program Description**

The Lamar Parks & Recreation Department is committed to enriching the lives of local youth by providing safe, structured, and engaging recreational opportunities that promote healthy lifestyles, skill development, and strong social connections. The Youth Programs Initiative is a comprehensive effort designed to create meaningful access to physical activity, mentorship, and pro-social engagement through the expansion of open gym hours, free facility use, and targeted sports programming.

At the heart of this initiative is the belief that every child deserves a space to grow, play, and thrive—regardless of socioeconomic background. By offering free access to recreation centers and gymnasiums, we eliminate financial barriers that may prevent youth from participating in healthy and enriching activities. Our open gym program invites young people to use facilities after school and during weekends, giving them a consistent, safe environment to stay active, socialize with peers, and develop lifelong wellness habits.

In addition to open recreation opportunities, the department is proud to host seasonal sports camps in volleyball, basketball, and football. These camps are more than just athletic instruction—they are designed to teach teamwork, discipline, communication, and leadership through the lens of sports. Led by experienced coaches and community mentors, our camps create a positive, supportive space where youth can build confidence, improve physical fitness, and set personal goals.

An essential component of this initiative is a strong emphasis on pro-social engagement and community collaboration. We are actively cultivating partnerships with local schools, youth-serving organizations, volunteer coaches, and families to build a network of support around our young participants. These collaborative efforts help ensure that programming is responsive, inclusive, and aligned with the broader goal of promoting youth well-being and positive development.

The Youth Programs Initiative is an investment in the health and future of Lamar's young residents. By expanding access to recreation and building inclusive, community-driven opportunities for youth to connect, learn, and grow, we are creating a stronger, healthier, and more vibrant community for generations to come.

Through collaboration with local schools, juvenile services, social service providers, and community organizations, partner agencies play an active role in strengthening program outreach by submitting referrals for youth and families in need of positive engagement opportunities.

\*Multiple agencies are involved in the delivery of the services.

\*The About F.A.C.E. IOG provides ongoing broad oversight to this prevention program.

## **LAMAR SCHOOL DISTRICT RE-2 TRUANCY PROGRAM**

### **Program Description**

The Lamar School District Re-2 Truancy Program is designed to promote consistent student attendance by identifying, addressing, and removing barriers that prevent students from regularly attending school. Grounded in the belief that attendance is a critical foundation for academic success, the program takes a proactive, student-centered approach to improving engagement and reducing chronic absenteeism.

The program utilizes a multi-tiered system of support to monitor attendance patterns, intervene early, and provide individualized assistance to students and families. Through ongoing data review, students demonstrating concerning attendance trends are identified and supported through a continuum of interventions ranging from school-based outreach to formal truancy proceedings when necessary.

At the core of the program is collaboration. District staff work closely with families, building administrators, counselors, and community partners to understand the underlying causes of absenteeism. Interventions may include, but are not limited to, attendance contracts, mentorship, academic support, referrals to social services, and coordination with outside agencies to address needs and barriers such as transportation, health, or family stability. A Truancy Individualized Service and Support Team (Truancy ISST) meeting is utilized, as needed.

When preventative efforts are not successful, the program follows state guidelines to implement formal truancy processes, including documentation, notification, and, if required, court involvement. Even within these processes, the focus remains on re-engaging students and supporting long-term attendance improvement rather than punitive measures.

The Lamar Re-2 Truancy Program reflects the district's commitment to ensuring every student has access to consistent, meaningful educational opportunities. By combining accountability with support, the program works to build strong attendance habits, strengthen school-family partnerships, and ultimately improve student outcomes.

\*The About F.A.C.E. IOG provides ongoing broad oversight to this prevention program.

## **LOVE & LOGIC**

### **Program Description**

**Target Population:** Parents, grandparents, teachers, and other caretakers working with children ages 0 – 18.

**Program Overview:** The Love and Logic Institute, Inc. developed training materials designed to teach educators and parents how to experience less stress while helping young people learn the skills required for success in today's world. This approach, called Love and Logic, is based on the following two assumptions:

- That children learn the best lessons when they are given a task and allowed to make their own choices (and fail) when the cost of failure is still small; and
- That a child's failures must be coupled with love and empathy from their parents, caregivers, and teachers.

This model has been used by parents and teachers and has been applied to a wide range of situations. The overall goal of Love and Logic is to help parents and caregivers avoid negative interactions with their children that lead to neglect and abuse.

Love and Logic programs are based on the following four principles which are designed to enhance the relationship between the adult and the child:

- **Build Self-Concept:** Help children feel good about themselves.
- **Share Control:** Give children choices that do not cause problems for others.
- **Provide Empathy:** Provide a strong dose of empathy before delivering consequences.
- **Share Thinking:** Allow the child to think and solve their own problems.

Caregivers are taught new skills in a group setting to deal with children in a calm way:

- **Adults set limits without anger, lectures, threats or repeated warnings and instead use enforceable statements.**
- **When children identify problems, adults hand these problems back in loving ways by replacing anger and lectures with a strong dose of empathy.**

Love and Logic directly provides services to parents and caregivers and addresses the risk of using anger in response to their child's behavior.

There is an identified need to expand parenting support and community training opportunities of Love and Logic for Prowers County families. Implementing the Love and Logic program will be supported and overseen by several Prowers County About F.A.C.E. CMP partners and the IOG. Partners involved in the support, oversight, delivery, and referral include: Prowers County DHS, local school districts, along with the Prowers County Family Representative.

\*The About F.A.C.E. IOG provides ongoing broad oversight to this prevention program.

**APPENDIX D:**  
**RELEASE OF INFORMATION**



# ABOUT F.A.C.E. (Families And Communities Engaged) Collaborative Management Program – Release of Information

## AUTHORIZATION TO SHARE INFORMATION

ABOUT F.A.C.E. ID # \_\_\_\_\_

Name of Youth (Print): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Parent/Guardian(s): \_\_\_\_\_

As a participant in this program, by signing this release, you give permission allowing the following agencies share information with one another. Only the information necessary to collaborate more effectively and serve your family better will be shared. Once you have given your permission, we may interact with the following agencies during this process to help create one coordinated plan and/or recommendations that will best meet your family’s needs.

***Please initial next to ALL of the agencies below that may share information.***

- |   |  |
|---|--|
| <input type="checkbox"/> About F.A.C.E. Program Staff             | <input type="checkbox"/> About F.A.C.E. Family Advocate      |
| <input type="checkbox"/> Prowers County Dept. of Human Services   | <input type="checkbox"/> The Cornerstone Resource Center     |
| <input type="checkbox"/> Prowers County Public Health & Env.      | <input type="checkbox"/> Valley-Wide Health Systems          |
| <input type="checkbox"/> School District of _____                 | <input type="checkbox"/> Mental Health Provider _____        |
| <input type="checkbox"/> SE BOCES                                 | <input type="checkbox"/> Northeast Health Partners (RAE/MCE) |
| <input type="checkbox"/> 15 <sup>th</sup> Judicial District Court | <input type="checkbox"/> RAE Care Coordinator                |
| <input type="checkbox"/> 15 <sup>th</sup> JD Probation Department | <input type="checkbox"/> Signal Behavioral Network (BHASO)   |
| <input type="checkbox"/> 15 <sup>th</sup> JD CYDC Program         | <input type="checkbox"/> SUD Provider _____                  |
| <input type="checkbox"/> Division of Youth Services               | <input type="checkbox"/> Southeastern CO Case Mgt. Agency    |
| <input type="checkbox"/> Domestic Safety Resource Center          | <input type="checkbox"/> SafeCare Colorado                   |
| _____   | _____  |
| _____   | _____  |

The agencies and providers will share confidential information only in our presence or in situations where they need the information to manage or provide services to the youth/parents/guardians or other person/persons for whom I/we are legally responsible (ward). Communication may include encrypted emails or other secured electronic transfers. This authorization is valid for past, present and future About F.A.C.E. Services. This authorization expires one year from the date I/we sign the form, when the sharing of information is no longer needed to manage or provide services to our youth/ward, or when I/we revoke this authorization, whichever is sooner. Any information shared and gathered by this program prior to the expiration or revocation of this release may continue to be used by the program for statistical and program evaluation purposes.

The purpose of this form is to enable agencies participating in the About F.A.C.E. coordination of services process to make appropriate recommendations and to allow the agencies listed above to better serve your youth/ward/family through coordinated service planning and delivery.

**Please indicate that you have read and understand each paragraph by initialing on the line provided:**

I/we understand that the following types of information may be shared: information that identifies me/my/our family, my/our children or ward; records which have information about disabilities, diagnosis, evaluations, or treatment; drug and/or alcohol treatment information; sex offender evaluations and treatment information; work school and social reviews and histories; **education** records; plans about services or benefits, eligibility information; information on finances; placement histories; medical psychiatric and psychological histories; information related to HIV (human immunodeficiency virus) – related care; or legal history. This authorization covers all admissions and/or contact with the above listed agencies and service providers. This authorization allows a free exchange of this information between and among the agencies and service providers listed.

I/we understand that the agencies or individuals may need to share information among themselves more than one time and /or with other persons working for the agencies or service providers. I/We specifically authorize the re-release of this confidential information.

I/we understand I/we will be given a copy of this form. A person may use a copy of facsimile of this form in place of the original signed authorization form.

I/we understand I/we may revoke this authorization at any time except for information already shared in reliance upon this authorization. From the date of the revocation forward, agencies and providers will not share information unless it was already lawfully released, or the law allows them to, without my authorization, unless it is for the purpose of program evaluation or compiling statistical data.

This form has been explained to me/us and I/we understand its provision. I/we have been given an opportunity to ask questions regarding this form and I/we understand the purposes of this form and I/we are signing the same as a voluntary act.

**Notice to Recipient: This authorization is specific to the About F.A.C.E. Program case management/ISST process.**

By signing this Authorization form, I agree to the release of information contained on this form for use by the requesting agencies. I understand that my records are protected under Federal and State regulations governing confidentiality (42 part 2, HIPAA, and FERPA) and cannot be released without my written consent unless otherwise provided for by the regulations. I understand that any agency or individual using confidential information/records will take all necessary steps to protect the confidentiality of the above-named child's/youth's identity. I acknowledge that I have been informed of my rights to refuse to sign this form, and any conditions related to my consent or refusal. (If you are not a parent, indicate your authority to act for the child. If you are the foster parent, you need a copy of the court order in your file.)

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Youth (as appropriate)

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Signature for Revocation**

\_\_\_\_\_  
**Date for Revocation**



# ABOUT F.A.C.E. (Families And Communities Engaged) Collaborative Management Program – Release of Information

## AUTORIZACIÓN PARA COMPARTIR INFORMACIÓN

ABOUT F.A.C.E. ID # \_\_\_\_\_

Nombre del joven (Imprimir): \_\_\_\_\_

Fecha de nacimiento: \_\_\_\_\_

Padre/Tutor: \_\_\_\_\_

Como participante en este programa, al firmar este comunicado, usted da permiso para permitir que las siguientes agencias compartan información entre sí. Solo se compartirá la información necesaria para colaborar de manera más efectiva y servir mejor a su familia. Una vez que haya dado su permiso, podemos interactuar con las siguientes agencias durante este proceso para ayudar a crear un plan coordinado y / o recomendaciones que satisfagan mejor las necesidades de su familia.

***Por favor, inicie junto a TODAS las agencias a continuación que pueden compartir información.***

- |   |  |
|---|--|
| <input type="checkbox"/> About F.A.C.E. Program Staff             | <input type="checkbox"/> About F.A.C.E. Family Advocate      |
| <input type="checkbox"/> _____ County Dept. of Human Services     | <input type="checkbox"/> The Cornerstone Resource Center     |
| <input type="checkbox"/> _____ County Public Health & Env.        | <input type="checkbox"/> Valley-Wide Health Systems          |
| <input type="checkbox"/> School District of _____                 | <input type="checkbox"/> Mental Health Provider _____        |
| <input type="checkbox"/> _____ BOCES                              | <input type="checkbox"/> Northeast Health Partners (RAE/MCE) |
| <input type="checkbox"/> 15 <sup>th</sup> Judicial District Court | <input type="checkbox"/> RAE Care Coordinator                |
| <input type="checkbox"/> 15 <sup>th</sup> JD Probation Department | <input type="checkbox"/> Signal Behavioral Network (BHASO)   |
| <input type="checkbox"/> 15 <sup>th</sup> JD CYDC Program         | <input type="checkbox"/> SUD Provider _____                  |
| <input type="checkbox"/> Division of Youth Services               | <input type="checkbox"/> Southeastern CO Case Mgt. Agency    |
| <input type="checkbox"/> Domestic Safety Resource Center          | <input type="checkbox"/> SafeCare Colorado                   |
| _____   | _____  |

Las agencias y los proveedores compartirán información confidencial solo en nuestra presencia o en situaciones en las que necesiten la información para administrar o proporcionar servicios a los jóvenes / padres / tutores u otra persona / personas de las que yo / nosotros somos legalmente responsables (pupilo). La comunicación puede incluir correos electrónicos cifrados u otras transferencias electrónicas seguras. Esta autorización es válida para servicios pasados, presentes y futuros sobre F.A.C.E. Esta autorización expira un año a partir de la fecha en que firmo el formulario, cuando el intercambio de información ya no es necesario para administrar o proporcionar servicios a nuestros jóvenes / pupilos, o cuando yo / nosotros revocamos esta autorización, lo que ocurra antes. Cualquier información compartida y recopilada por este programa antes de la expiración o revocación de esta versión puede continuar siendo utilizada por el programa con fines estadísticos y de evaluación del programa.

El propósito de este formulario es permitir que las agencias que participan en el proceso de coordinación de servicios de About F.A.C.E. hagan recomendaciones apropiadas y permitan que las agencias enumeradas anteriormente sirvan mejor a su juventud / barrio / familia a través de la planificación y entrega coordinada de servicios.

Por favor, indique que ha leído y entendido cada párrafo a continuación escribiendo sus **iniciales** en la línea proporcionada:

Yo/nosotros entendemos que se pueden compartir los siguientes tipos de información: información que me identifica a mí/mi/nuestra familia, a mis/nuestros hijos o pupilo; registros que tienen información sobre discapacidades, diagnóstico, evaluaciones o tratamiento; información sobre el tratamiento de drogas y/o alcohol; evaluaciones de delincuentes sexuales e información sobre el tratamiento; revisiones e historias sociales y de la escuela laboral; registros **de educación**; planes sobre servicios o beneficios, información de elegibilidad; información sobre finanzas; historiales de colocación; historiales médicos psiquiátricos y psicológicos; información relacionada con el VIH (virus de inmunodeficiencia humana) – atención relacionada; o historial legal. Esta autorización cubre todas las admisiones y / o contacto con las agencias y proveedores de servicios mencionados anteriormente. Esta autorización permite un libre intercambio de esta información entre las agencias y proveedores de servicios enumerados.

Yo/nosotros entendemos que las agencias o individuos pueden necesitar compartir información entre ellos más de una vez y/o con otras personas que trabajan para las agencias o proveedores de servicios. Yo/Nosotros autorizamos específicamente la re-divulgación de esta información confidencial.

Yo/entendemos que se me dará una copia de este formulario. Una persona puede usar una copia del facsímil de este formulario en lugar del formulario de autorización firmado originalmente.

Yo/nosotros entendemos que puedo revocar esta autorización en cualquier momento, excepto por la información ya compartida en base a esta autorización. A partir de la fecha de la revocación, las agencias y los proveedores no compartirán información a menos que ya haya sido divulgada legalmente, o la ley les permita, sin mi autorización, a menos que sea con el propósito de evaluar el programa o compilar datos estadísticos.

Este formulario me ha sido explicado a mí/nosotros y yo/nosotros entendemos su disposición. Yo / nosotros hemos tenido la oportunidad de hacer preguntas con respecto a este formulario y yo / nosotros entendemos los propósitos de este formulario y yo / nosotros estamos firmando lo mismo como un acto voluntario.

---

Al firmar este formulario de autorización, acepto la divulgación de la información contenida en este formulario para su uso por las agencias solicitantes. Entiendo que mis registros están protegidos por las regulaciones federales y estatales que rigen la confidencialidad (42 parte 2, HIPAA y FERPA) y no pueden divulgarse sin mi consentimiento por escrito a menos que las regulaciones dispongan lo contrario. Entiendo que cualquier agencia o individuo que use información / registros confidenciales tomará todas las medidas necesarias para proteger la confidencialidad de la identidad del niño / joven mencionado anteriormente. Reconozco que he sido informado de mis derechos a negarme a firmar este formulario, y cualquier condición relacionada con mi consentimiento o rechazo. (Si usted no es un padre, indique su autoridad para actuar en nombre del niño. Si usted es el padre adoptivo, necesita una copia de la orden judicial en su archivo).

---

Firma del padre/tutor

---

Fecha

---

Firma de la Juventud (según corresponda)

---

Fecha

---

**Firma para la revocación**

---

**Fecha de revocación**

**APPENDIX E:**  
**ADDITIONAL ABOUT F.A.C.E. PROGRAM DOCUMENTS**

## **ABOUT F.A.C.E. FAMILY VOICE COUNCIL**

### **Program Description**

The About F.A.C.E. Family Voice Council is a community-driven initiative dedicated to elevating the voices of families and empowering them to shape the policies and programs that affect their lives. Rooted in the belief that families are the experts of their own experiences, the Council serves as a platform for open dialogue, advocacy, and collaboration.

The Council's mission is to improve the quality of life for families by:

- Creating safe and inclusive spaces for families to share their experiences and concerns
- Advocating for family-centered policies and programs at local, state, and national levels
- Building strategic partnerships with organizations that serve and support families
- Raising awareness about the diverse needs of families through education and outreach

To fulfill its mission, the Council actively conducts surveys and focus groups to gather community input, develops and shares family-friendly resources, and engages in advocacy before decision-making bodies. Through collaboration and sustained effort, the Council works to ensure that all families—regardless of background—have equitable access to the resources and supports they need to thrive.

The work of the About F.A.C.E. Family Voice Council is guided by a strong set of core values:

- **Family-Centered:** Uplifting the lived experiences and voices of families as central to the decision-making process.
- **Collaborative:** Working in partnership with others to amplify impact.
- **Inclusive:** Welcoming and valuing all families, regardless of race, ethnicity, gender, orientation, religion, or ability.
- **Equity-Driven:** Championing access and justice for all families through intentional advocacy.
- **Accountable:** Staying transparent and responsive to the communities served.

Through these commitments, the About F.A.C.E. Family Voice Council seeks to create a future where all families are heard, supported, and empowered to thrive.

The About F.A.C.E. Family Voice Council is a multi-systemic approach; multiple agencies and disciplines were involved in the development of this program; multiple agencies are involved in the on-going work of the About F.A.C.E. Family Voice Council; and this program will work to support the services accessed and received by the youth and families that we serve through the About F.A.C.E. Program.



## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 6/9/26

**Submitter:** Paula Gonzales

**Submitted to the County Administration Office on:** 05/28/2026

**Return Originals to:** Paula Gonzales

**Number of originals to return to Submitter:**

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 6/1/2026 approval of payment of bills presented for County General Fund in the amount of \$152,753.79 with a certification date of 6/2/2026

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code:

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Admin Office Internal Use**

**County Approvals (as needed):**

Attorney \_\_\_\_\_

Finance \_\_\_\_\_

Clerk \_\_\_\_\_

HR \_\_\_\_\_

# PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$152,856.45 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **June 2, 2026**

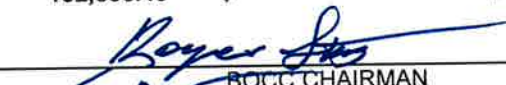
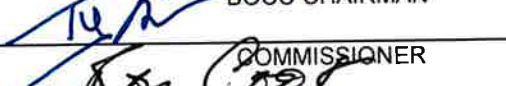

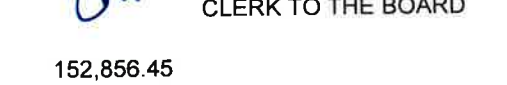
	A/P	#	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$	120,325.04	-	-
ARPA FUND	\$	-	-	-
FSA ACCOUNT	\$	-	-	-
BOOKING FEES ACCOUNT	\$	-	-	-
PUBLIC HEALTH AGENCY	\$	10,667.17	-	-
ROAD & BRIDGE FUND	\$	6,584.02	-	-
SALES & USE TAX FUND	\$	-	-	-
CONSERVATION TRUST FUND	\$	-	-	-
CAPITAL FUND	\$	-	-	-
OTHER AGENCIES FUND	\$	-	-	-
LODGING TAX FUND	\$	-	-	-
CRMC FUND	\$	12,571.86	-	-
OPC FUND	\$	2,708.36	-	-
<b>Totals</b>	<b>\$</b>	<b>152,856.45</b>	<b>\$</b>	<b>\$</b>

DATE: June 2, 2026

DATE: June 2, 2026

DATE: June 2, 2026

DATE: June 2, 2026

  
 BOCC CHAIRMAN  
  
 COMMISSIONER  
  
 COMMISSIONER  
  
 CLERK TO THE BOARD


Total Paid Approve To Pay	\$	152,856.45
AP + Fringes	\$	152,856.45
Total Pd Certification - Payroll	\$	152,856.45
Total Payroll + Fringes	\$	-

Ending Check No. 78497

Beginning Check No. 78464

1

Total Number of Checks: 34

STATE OF COLORADO }  
 ) SS:  
 COUNTY OF PROWERS }  
  
 Prowers County Treasurer's Office

# PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

June 2, 2026

78464-78497

	\$ 120,325.04
Void Ck # 77902 - Lost Payment	\$ (102.66)
	\$ -
	\$ -
	\$ -

Payroll	\$ -		
Total Fringes	\$ -	Total	\$ 120,222.38

ARPA

0018

	\$ -		
	\$ -	Total	\$ -

ROAD & BRIDGE FUND - 02

0020

	\$ 6,584.02		
	\$ -		
Payroll	\$ -		
Fringes	\$ -	Total	\$ 6,584.02

FSA (Cafeteria) 552

0552

	\$ -		
	\$ -	Total	\$ -

Sheriff's Booking Fees

0675

	\$ -		
	\$ -	Total	\$ -

SALES & USE TAX FUND - 03

0900

	\$ -		
	\$ -	Total	\$ -

CONSERVATION TRUST FUND - 06

0130

	\$ -		
	\$ -	Total	\$ -

CAPITAL FUND - 07

0100

	\$ -		
	\$ -	Total	\$ -

OTHER AGENCIES FUND- 08

	\$ -		
	\$ -	Total	\$ -

LODGING TAX - 09

0014

	\$ -		
	\$ -		
	\$ -	Total	\$ -

PUBLIC HEALTH AGENCY - 11

0676

	\$ 10,667.17		
	\$ -		
Payroll	\$ -		
Total Fringes	\$ -	Total	\$ 10,667.17

CRMC

0016

	\$ 12,571.86		
Payroll Coding Correction	\$ (3,654.90)		
	\$ -		
Payroll	\$ -		
Total Fringes	\$ -	Total	\$ 8,916.96

OPC

0017

	\$ 2,708.36		
Payroll Coding Correction	\$ 3,654.90		
	\$ -		
Payroll	\$ -		
Total Fringes	\$ -	Total	\$ 6,363.26

Paula Gonzales, Finance Director



**GRAND TOTAL** \$ **152,753.79**



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: General Fund Op-General Fund Operating Account</b>						
ATS1	Ace Tire Service LLC	06/02/2026	Regular	0.00	20.00	78464
AI11	Airgas Intermountain Inc.	06/02/2026	Regular	0.00	275.16	78465
VEN01131	Airgas Intermountain Inc.	06/02/2026	Regular	0.00	459.60	78466
AMAZON	AM BREAKFAST HOUSE	06/02/2026	Regular	0.00	4,698.01	78467
ATM1	Amazon Capital Services	06/02/2026	Regular	0.00	120.54	78468
Canon1	Atmos Energy	06/02/2026	Regular	0.00	955.04	78469
CDPHE RF	Canon Financial Services	06/02/2026	Regular	0.00	13.40	78470
CINTASCORP	CDPHE - Vitals	06/02/2026	Regular	0.00	956.87	78471
LAM1	CINTAS CORPORATION NO. 2	06/02/2026	Regular	0.00	396.75	78472
CAA3	City of Lamar	06/02/2026	Regular	0.00	800.00	78473
DEL1	Colorado Assessors Association/CAA	06/02/2026	Regular	0.00	1,043.69	78474
EXPTOLL	Coloradoland Tire & Service	06/02/2026	Regular	0.00	45.14	78475
VEN01133	E-470 PUBLIC HIGHWAY AUTHORITY	06/02/2026	Regular	0.00	50.00	78476
GRANITE	ELIJAH ADKINS	06/02/2026	Regular	0.00	175.26	78477
INTAB	Granite Telecommunications, LLC	06/02/2026	Regular	0.00	102.66	78478
FPL6 -26107-59314MN	Intab, LLC	06/02/2026	Regular	0.00	658.82	78479
FPL5-11112-74420-R&I	John Deere Financial	06/02/2026	Regular	0.00	5,102.77	78480
JOHNELWA	John Deere Financial	06/02/2026	Regular	0.00	90,810.00	78481
LCC2	John Elway Chevrolet	06/02/2026	Regular	0.00	135.00	78482
Mirage	Lamar Chamber of Commerce	06/02/2026	Regular	0.00	4,832.61	78483
WALMARTBUSINESS	Mirage Technologies	06/02/2026	Regular	0.00	280.28	78484
PMC1	MULTI SERVICE TECHNOLOGY SOLUT	06/02/2026	Regular	0.00	1,575.00	78485
QUL1	Prowers Medical Center	06/02/2026	Regular	0.00	131.97	78486
SAP1	Quill LLC	06/02/2026	Regular	0.00	289.73	78487
VEN01098	Sanofi Pasteur Inc	06/02/2026	Regular	0.00	11,890.00	78488
SECPA	SoCo Furniture, Inc.	06/02/2026	Regular	0.00	51.27	78489
VEN01137	Southeast Colorado Power Associati	06/02/2026	Regular	0.00	119.92	78490
SPECIALT	STEGGY'S WINDOW TINT	06/02/2026	Regular	0.00	16,957.85	78491
TIN1	Stephanie English-Specialty HVAC Lir	06/02/2026	Regular	0.00	115.66	78492
CORNER	Terminix Processing Center	06/02/2026	Regular	0.00	6,816.99	78493
HOL1	The Cornerstone Resource Center	06/02/2026	Regular	0.00	246.29	78494
VIA1	Town of Holly	06/02/2026	Regular	0.00	260.98	78495
WAL1	Viaero Wireless	06/02/2026	Regular	0.00	1,302.52	78496
WRE1	Wallace Gas & Oil Inc	06/02/2026	Regular	0.00	1,166.67	78497
	WEX BANK	06/02/2026	Regular	0.00		

**Bank Code General Fund Op Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	78	34	0.00	152,856.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>78</b>	<b>34</b>	<b>0.00</b>	<b>152,856.45</b>

### Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	6/2026	152,856.45
			<u>152,856.45</u>



## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 6/9/26

**Submitter:** Michelle Hiigel

**Submitted to the County Administration Office on:** 05/28/2026

**Return Originals to:** Michelle Hiigel

**Number of originals to return to Submitter:** 0

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval to set a public hearing for the Resolution adopting a temporary moratorium on processing Special Use Permit Applications and 1041 Permit Applications for Data Center Projects.

**Justification or Background:**

The moratorium will be imposed for six months to allow for Prowers County to complete and finalize amendments to the Special Use Permit Regulations and the 1041 Regulations.

**Fiscal Impact:** This item is budgeted in the following account code:

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

<b>Admin Office Internal Use</b>	
<b>County Approvals (as needed):</b>	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____



## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 6/9/26

**Submitter:** Jana Coen, Prowers County Clerk

**Submitted to the County Administration Office on:** 5-29-2026

**Return Originals to:** Jana Coen

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of a Lease Agreement between Prower County Commissioners and Prowers County Clerk to lease the Prowers County Mezzanine room in the amount of \$3,500.00 for the purpose of conducting the 2026 Primary Election.

**Justification or Background:**

Had to move the election office to the Prowers County Annex, Mezzanine Room due to elevator issues at the county courthouse.

**Fiscal Impact:** This item is budgeted in the following account code:

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

<b>Admin Office Internal Use</b>	
<b>County Approvals (as needed):</b>	
Attorney	5-29-2026 _____
Finance	_____
Clerk	_____
HR	_____



## LEASE AGREEMENT

This Lease Agreement is made and entered into this day the 22<sup>nd</sup> day of May, 2026 between the Prowers County Board of Commissioners (Lessor) and the Prowers County Clerk and Recorder (Lessee).

### **PREMISES**

Lessor hereby leases to Lessee the exclusive use of the Mezzanine Room located at the Prowers County Annex, 1001 S. Main St., Lamar, CO 81052, with a total square footage of 750 square feet.

### **TERM**

This Lease Agreement shall run from May 22, 2026 through July 31, 2026, and shall automatically terminate at the end of the term unless renewed in writing and signed by both parties.

### **RENT**

Lessee agrees to pay Lessor the total sum of \$3,500 for the use of the premises during the Term.

The rental calculation includes:

- Use of meeting room space
- Installation of wall partitions
- Installation of security cameras for video surveillance
- Installation security door locks

Payment shall be made in accordance with Lessor's procedures.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement on the date listed above.

Prowers County Board of Commissioners

Prowers County Clerk and Recorder

\_\_\_\_\_  
Roger Stagner, Chairman

  
\_\_\_\_\_  
Jana Coen

ATTEST:

\_\_\_\_\_  
Elizabeth Hainer, Deputy Prowers County Clerk



## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 6/9/26

**Submitter:** Lanie Mireles, DSS Director

**Submitted to the County Administration Office on:** 5/1/26

**Return Originals to:** Lanie

**Number of originals to return to Submitter:**

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of State of Colorado Department of Human Services Contract CMS # 27 IHGA 206254 between the Colorado Department of Human Services and Prowers County Department of Human Services and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the Contact electronically.

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code:

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

<b>Admin Office Internal Use</b>	
<b>County Approvals (as needed):</b>	
Attorney	5-20-2026 _____
Finance	_____
Clerk	_____
HR	_____

# State of Colorado

## Department of Human Services Contract

### Signature and Cover Pages

**CMS #:**

27 IHGA 206254

**State Agency**

Colorado Department of Human Services  
Office of Economic Security  
Division of Economic and Workforce Support

**Contract Maximum Amount**

Initial Term

State Fiscal Year 2027 \$0.00\*

Extension Terms

None

Maximum Amount for

All Fiscal Years \$0.00

**Pricing/Funding**

Price Structure: Fixed Price

Contractor shall invoice: Monthly

Fund Source: TANF

**\*Amendment will follow to increase the funds after SFY 2026 closeout is completed and final allocations are released.**

**eClearance#:**

2605998

**Contractor**

Prowers County

Contractor's State of Incorporation: Colorado

**Contract Performance Beginning Date**

The later of the Effective Date or July 1, 2026

**Initial Contract Expiration Date**

June 30, 2027

Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.

**Options**

The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v:

Option to Extend Term per §2.C: Yes.

Option to Increase or Decrease Maximum

Amount per §5.B.v: Yes.



**Insurance**

Contractor shall maintain the following insurance if indicated with “Yes,” as further described in §10:

- Worker’s Compensation: Yes
- General Liability: Yes
- Automobile Liability: Yes
- Protected Information: Yes
- Professional Liability Insurance: Yes
- Cyber/Net. Security-Privacy Liability Insurance: No
- Crime Insurance: No

**State Representative**

Ian McMahon  
 Director, Division of Economic and Workforce Support  
 Office of Economic Security  
 1575 Sherman Street  
 Denver, CO 80203  
 ian.mcmahon@state.co.us

**Miscellaneous**

Authority to enter into this Contract exists in:  
 CRS 26-2-715  
 Law-Specified Vendor Statute (if any): NA  
 Procurement Method: **Exempt**  
 Solicitation Number (if any): NA  
**Contractor Representative**  
 Lanie Meyers-Mireles  
 Director  
 Prowers County Human Services  
 1001 South Main Street  
 Lamar, CO 81052  
 (719) 336-7486 Ext. 104  
 Dhsdirector@prowerscounty.net

**Exhibits**

- The following Exhibits are attached and incorporated into this Contract:
- Exhibit A - Statement of Work
  - Exhibit B - Budget
  - Exhibit C - Supplemental Provisions for Federal Awards

**Contract Purpose**

The purpose of this Contract is CRS 26-2-715 requires CDHS, and the County to enter into an annual performance contract that explains the County’s duties and responsibilities in implementing the Works Program.

**Signature Page Begins on Next Page**

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**The rest of this page is intentionally left blank.**

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**The parties hereto have executed this contract**

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

**Contractor**

Prowers County

\_\_\_\_\_  
By: Lanie Meyers-Mireles, Director

Date: \_\_\_\_\_

[2nd State or Contractor Signature  
if Needed]

\_\_\_\_\_  
By: [Name & Title of Person Signing for  
Signatory]

Date: \_\_\_\_\_

**State of Colorado**

Jared S. Polis, Governor  
Department of Human Services  
Michelle Barnes, Executive Director

\_\_\_\_\_  
By: Shelley Banker, Director  
Office of Economic Security

Date: \_\_\_\_\_

**Legal Review**

Philip J. Weiser, Attorney General

\_\_\_\_\_  
By: Assistant Attorney General

Date: \_\_\_\_\_

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**State Controller**

Robert Jaros, CPA, MBA, JD

\_\_\_\_\_  
By: Telly Belton/Toni  
Williamson/Amanda  
Rios/Nina Douglass

Effective

Date: \_\_\_\_\_

-- Signature and Cover Pages End --



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### 1. Parties

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Human Services (the “State” or “CDHS”). Contractor and the State agree to the terms and conditions in this Contract.



## **2. Term and Effective Date**

### **A. Effective Date**

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

### **B. Initial Term**

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

### **C. Extension Terms - State's Option**

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §23 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

### **D. End of Term Extension**

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension



Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

#### E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by §12.A.i.

##### i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

##### ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

##### iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of



Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

### 3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays as listed in §24-11-101(1) C.R.S.
- C. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- E. **"Contract"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.
- F. **"Contract Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.



- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.
- H. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Contractor’s Work that is intended to be delivered to the State by the Contractor.
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.
- J. **“End of Term Extension”** means the time period defined in §2.D.
- K. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract.
- L. **“Extension Term”** means the time period defined in §2.C.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. **“Information Technology”** means
- i. Any technology and equipment described in §24-37.5-102(12), C.R.S. and any related Work or Deliverable(s);
  - ii. The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; or



- iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in information technology.
- P. **“Initial Term”** means the time period defined in §2.B.
- Q. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by State or federal law.
- S. **“PHI”** means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the Federal Health Insurance Portability and Accountability Act.
- T. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. **“PII”** shall also mean **“Personal Identifying Information”** as set forth in § 24-74-102, et. seq., C.R.S.
- U. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- V. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject



to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- W. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- X. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Y. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Z. **“Subcontractor”** means any third-parties engaged by Contractor to aid in performance of the Work.
- AA. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax information includes but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- AA. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- BB. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. **Statement of Work**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor



for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

## **5. Payments to Contractor**

### **A. Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

### **B. Payment Procedures**

#### **i. Invoices and Payment**

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

## ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

## iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

## iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are



delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

#### V. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §23 “Sample Option Letter.” Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

### 6. Reporting – Notification

#### A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter. Contractor acknowledges that all Quarterly Reports under this Contract are subject to the Colorado False Claims Act, §§24-31-1204, *et seq.*, C.R.S.

#### B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor’s ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State’s principal representative identified on the Signature and Cover Pages for this Contract.



**C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.**

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services, including accessing State Records or the State's Information Technology, outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

- i. Notwithstanding anything to the contrary in this Contract, Contractor shall not access or process Federal Tax Information ("FTI") or Criminal Justice Information ("CJI"), or the State's Information Technology that connects to such information, from outside the United States, including accessing or processing by Contractor's employees, agents, or Subcontractors.

**7. Contractor Records**

**A. Maintenance**

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of:

- i. the date three years after the date this Contract expires or is terminated,
- ii. final payment under this Contract is made,
- iii. the resolution of any pending Contract matters, or
- iv. if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been



resolved (the “Record Retention Period”).

#### B. Inspection

Contractor shall permit the State, the federal government, and any duly authorized agent of a governmental entity, to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor’s office or place of business, or

at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

#### C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor’s performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor’s performance in a manner that does not unduly interfere with Contractor’s performance of the Work.

#### D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor’s records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

### **8. Confidential Information-State Records**

#### A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, as required by law or approved in writing by the State. Contractor shall provide for, and shall require all Subcontractors with access to provide for, the security of all State Records, including State Confidential Information in accordance with all applicable laws, rules, policies, publications and guidelines, including those promulgated by the Governor’s Office of Information Technology. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the



security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information (“FTI”) attached to this Contract as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State’s Principal Representative, identified on the Cover Page of this Contract.

#### B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

#### C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information/State Records in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment for all State Records and that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor’s reasonable security requirements, for purposes of inspecting and monitoring access and use of State Records, including State Records, including State Confidential Information, and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Records/State Confidential Information, Contractor shall provide written notice to the State and warrants it will guarantee the confidentiality of, and cease to use, such State Records/State Confidential Information.



#### D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall

be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

#### E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

#### F. Safeguarding PII

If Contractor or any of its subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "third-party service provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. in addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with federal immigration enforcement. If Contractor is given direct access to any State



databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification described in Section 21 below on an annual basis Contractor's duty and obligation to certify as set forth in Section 21 below shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any subcontractors to perform Services requiring direct access to state databases containing PII, Contractor shall require such subcontractors to execute and deliver the certification to the State on an annual basis, so long as the subcontractor has access to State databases containing PII.

## **9. Conflicts of Interest**

### **A. Actual Conflicts of Interest**

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of Contract.

### **B. Apparent Conflicts of Interest**

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

### **C. Disclosure To the State**

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor acknowledges that all state employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that state employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this contract.



## 10. Insurance

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature

and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

### A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

### B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

### C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

### D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law, confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.



- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

**E. Professional Liability Insurance**

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**F. Crime Insurance**

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**G. Cyber/Network Security and Privacy Liability**

If the Contract involves Information Technology related scope, liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$5,000,000 each claim; and
- ii. \$10,000,000 general aggregate. Cyber liability insurance can be limited based on the total number of records being held by the Contractor.
  - a. Less than 1,000,000 records- minimum limit \$1,000,000/\$2,000,000 per claim
  - b. 1,000,001 - 3,000,000 records - minimum limit \$2,000,000/\$4,000,000



per claim

c. Greater than 3,000,000 records- minimum limit \$5,000,000/\$10,000,000  
per claim

d. These limits grow throughout the life of the Contract. If the number of records grow over time, the minimum insurance limits must also grow.

#### H. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

#### I. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

#### J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within seven days of Contractor's receipt of such notice.

#### K. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

#### L. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to



meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

#### M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage

required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

### 11. Breach of Contract

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

## 12. Remedies

### A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### i. Termination for Breach of Contract

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

##### a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall immediately terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

##### b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If the State has made any advance payments to the Contractor for any work that has not been performed by the Contractor and accepted by the State as of the date of termination, Contractor shall return such payments to the State within thirty (30) days. If, after termination by the State, the State agrees that Contractor was not in Breach of Contract or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the

public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any Breach of Contract by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be



contrary to the public interest or the State’s best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor’s Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

**13. State’s Right of Removal**

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor’s employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State’s best interest.

**14. Dispute Resolution**

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any



decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

## **15. Notices and Representatives**

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

## **16. Rights in Work Product and Other Information**

### **A. Work Product**

#### **i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and



methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

## ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

## iii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor

assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

## B. Exclusive Property of The State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software, (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.



### C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Contractor Property”). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement:

- i. entered into as exhibits to this Contract;
- ii. obtained by the State from the applicable third-party vendor; or
- iii. in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 17. Statewide Contract Management System

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State’s contract management system (“Contract Management System” or “CMS”). Contractor’s performance shall be subject

to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

## 18. General Provisions

### A. Assignment

Contractor’s rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor’s rights and obligations approved by the State shall be subject to the provisions of this Contract.

### B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor



shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

#### C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

#### D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

#### E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

#### F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

#### G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.



## H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

## I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

## J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

## K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. HIPAA Business Associate Agreement (if any).
- ii. Federal Provisions (if any).
- iii. Colorado Special Provisions in §19 of the main body of this Contract.
- iv. Information Technology Provisions Exhibit (if any).
- v. The provisions of the other sections of the main body of this Contract.
- vi. PII Certification (if any)
- vii. Any other Exhibit(s) shall take precedence in alphabetical order.

## L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this



Contract.

**M. Severability**

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

**N. Survival of Certain Contract Terms**

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

**O. Taxes**

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

**P. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

**Q. Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.



R. Cora Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor’s industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations, including documentation from Colorado’s Secretary of State necessary to demonstrate that Contractor is authorized to do business in the State, required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

U. Indemnification

i. Applicability

This entire §18.U does not apply to Contractor if Contractor is a “public entity” within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts



(including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

### iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, hold harmless, and assume liability on behalf of the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

### iv. Intellectual Property Indemnification

Contractor shall indemnify, save, hold harmless, and assume liability on behalf of the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

## V. Accessibility

- a. Contractor shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology, pursuant to §24-85-103, C.R.S.
- b. The State may require that the Contractor's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Contractor to review the selection of the third party. Contractor shall be responsible for all costs associated with the third-party vendor's



assessment. If Contractor is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Contractor shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

- c. **Accessibility Indemnification:** Contractor shall indemnify, save, and hold harmless the state, its officers, employees, agents and assignees for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, *et seq.*, C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. State employees are considered third parties for the purposes of this section.

## V. Use of Artificial Intelligence Systems

- A. All capitalized terms in this Section, not otherwise defined in this Agreement, are defined in §§6-01-1701, *et seq.*, C.R.S., the Parties agree to comply with the provisions of §§6-01-1701, *et seq.*, C.R.S., regarding Consumer Protections in Interactions with Artificial Intelligence Systems. These include, but are not limited to:
  - a. Developer duty to avoid algorithmic discrimination, including documentation requirements;
  - b. Deployer duty to avoid algorithmic discrimination including a risk management framework for artificial intelligence; and
  - c. Disclosure of an Artificial Intelligence System to Consumer.
- B. The Parties are obligated to take extra precautions with High-Risk Artificial Intelligence Systems, which are any that, when deployed, make or are a substantial factor in making a Consequential Decision.
  - a. **Advance Approval for High-Risk AI Usage.** Contractor shall obtain prior written approval from the State before utilizing High Risk Artificial Intelligence technologies in the provision of Services under this contract and purchasing instruments entered into pursuant to this Contract. Contractor shall clearly identify in writing the specific High-Risk Artificial Intelligence technologies to be employed, their intended functions, their potential impact on service delivery, and the benefit to the State.
  - b. **High-Risk Artificial Intelligence Systems Training Data Usage.** Contractor shall not employ State Confidential Information to train High-Risk Artificial Intelligence Systems without obtaining prior written approval from the State. The intended usage of such data for High-Risk Artificial Intelligence Systems training must align with existing data usage rights, and Contractor shall ensure that data privacy and



security are maintained throughout the process. Specifically, all PII, PHI, FTI, CJI, and PCI data must be managed as specified in the main body of this Contract and in any data management exhibits attached to this Contract. No data used for High-Risk Artificial Intelligence Systems training may be stored outside of the United States without prior written approval of the State.

## X. Other

### i. Compliance with State and Federal Law, Regulations, & Executive

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

## 19. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

These Special Provisions apply to all contracts except where noted.

### A. Statutory Approval. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

### B. Fund Availability. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.



#### D. Independent Contractor.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

#### E. Compliance With Law.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

#### F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

#### G. Prohibited Terms.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S. Any provision in the contract limiting contractor's liability shall not apply to any HIPAA Business Associate's liability under this agreement, which shall not be limited.



#### H. Software Piracy Prohibition.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

#### I. Employee Financial Interest/Conflict of Interest. §§4-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

#### J. Vendor Offset and Erroneous Payments. §§4-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for:

- i. unpaid child support debts or child support arrearages;
- ii. unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.;
- iii. unpaid loans due to the Student Loan Division of the Department of Higher Education;
- iv. amounts required to be paid to the Unemployment Compensation Fund; and
- v. other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any



other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

## **20. Department of Human Services Provisions**

### **A. Exclusion, Debarment and/or Suspension**

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

### **B. Emergency Planning**

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State’s Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State’s Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

### **C. Restrictions On Public Benefits**

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 - 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 - 103.

### **D. Discrimination**

Contractor shall not:

- i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any



other identity.

- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

**E. Criminal Background Check**

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

**F. Fraud Policy**

Contractor shall comply with the current CDHS Fraud Policy.

**G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)**

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

**H. COVID-19 Pandemic**

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional



requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

## **21. Third Party Certification for Access to PII Through a Database or Automated Network**

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

*For an individual: Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*

*For and entity/organization: Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*



*I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.*

## **22. Federal Provisions**

### **A. Applicability of Provisions.**

- i. This Federal Provisions section shall apply in the event that the Contract is funded, in whole or in part, with an Award of Federal funds. Contractor shall confirm with their CDHS Contact for their Contract if this Contract is funded in whole or in part by federal funds. Where Federal funds are not used to fund this Contract, then this Federal Provisions section shall not apply, but remains in this Contract due to the template nature of this Contract.
- ii. If the Contract is funded in whole or in part with Federal funds, and in the event of a conflict between this Federal Provisions section, the Special Provisions, the body of the Contract, or any attachments or exhibits made a part of the Contract, the provisions of this Federal Provisions section shall control. Exceptions to this are as follows:
  - a. If the Supplemental Provisions for Federal Awards Exhibit is attached to this Contract, then in the event of a conflict amongst provisions, the Supplemental Provisions for Federal Awards exhibit shall control over the provisions of this Federal Provisions section.
  - b. If the SLFRF Subrecipient Provisions Exhibit is attached to this Contract, then in the event of a conflict amongst provisions, the SLFRF Subrecipient Provisions Exhibit shall control over the provisions of this Federal Provisions section.

### **B. Compliance.**

- i. Contractor shall comply with all applicable provisions of the Transparency Act (the Federal Funding Accountability and Transparency Act of 2006 [Public Law 109-282], as amended by section 6202 of Public Law 110-252) all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of



Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

C. System for Award Management (SAM) and Unique Entity Id Requirements.

- i. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- ii. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Recipient and shall update Contractor's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

D. Contract Provisions Required by Uniform Guidance Appendix II To Part 200.

- i. **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is \$250,000.
- ii. **All contracts in excess of \$10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- iii. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal



Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- iv. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- v. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible



provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- vi. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- vii. **Clean Air Act (42 U.S.C. 7401-7671q.) and the federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- viii. **Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



- ix. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- x. **Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216**
- a. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
- 1) Procure or obtain;
  - 2) Extend or renew a contract to procure or obtain; or
  - 3) Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- xi. **Contracts with small and minority businesses, women’s business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- xii. **Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or



materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- xiii. **Procurement of recovered materials. (2 CFR §200.323)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**E. Termination for Convenience of the Government**

- i. Pursuant to §4.2 of these Federal Provisions, the State of Colorado may terminate this contract, in whole or in part, when it is in the Government's interest. Solicitations and contracts shall include clauses as required by FAR 49.502 (2023). Termination for convenience of the government shall comply with the following provisions of the Federal Acquisition Regulations:
- a. For Fixed Price Contracts: FAR 52.249-2 (2023)
  - b. For Contracts for Personal Services: FAR 52.249-12 (2023)
  - c. For Construction Contracts for Dismantling, Demolition, or Removal of Improvements: FAR 52.249-3 (2023)
  - d. For Educational and Other Nonprofit Institutions: FAR 52.249-5 (2023)

**F. Event of Default.**

- i. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured



five calendar days following the termination of the 30 day notice period.  
This remedy will be in addition to any other remedy available to the State  
of Colorado under the Contract, at law or in equity.

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## 23. Sample Option Letter

### SAMPLE OPTION LETTER (If Applicable)

**1. State Agency**

[Insert Department’s or IHE’s Full Legal Name]

**2. Contractor**

[Insert Contractor’s Full Legal Name, including “Inc.”, “LLC”, etc...]

**3. Current Contract Maximum**

**Amount**

**Initial Term**

[State Fiscal Year 20xx \$0.00]

**Extension Terms**

[ State Fiscal Year 20xx \$0.00  
 State Fiscal Year 20xx \$0.00  
 State Fiscal Year 20xx \$0.00  
 State Fiscal Year 20xx \$0.00]

Total for All State Fiscal Years [\$0.00]

**1. Options:**

**Option Letter Number**

[Insert the Option Number (e.g. “1” for the first option)]

**4. Original Contract Number**

[Insert CMS number or Other Contract Number of the Original Contract]

**5. Option Contract Number**

[Insert CMS number or Other Contract Number of this Option]

**Contract Performance Beginning Date**

[Month Day, Year]

**Current Contract Expiration Date**

[Month Day, Year]



1. Option to extend for an Extension Term
2. Option to change the quantity of Goods under the Contract
3. Option to change the quantity of Services under the Contract
4. Option to modify Contract rates
5. Option to initiate next phase of the Contract

**1. Required Provisions:**

- A. **%For use with Option 1(A):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **%For use with Options 1(B and C):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Contract, as amended.
- C. **%For use with Option 1(D):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in [Exhibit/Section] [Number/Letter]. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **%For use with Option 1(E):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.,] which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Number].
- E. **%For use with all Options that modify the Contract Maximum Amount:%** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**2. OPTION EFFECTIVE DATE:**

The effective date of this Option Letter is upon approval of the State Controller [or [\_\_\_\_]], whichever is later].

**Sample Only - Do Not Sign**

Signature page begins on next page.



**COLORADO**  
Financial Services  
Department of Human Services  
Division of Contracts and Procurement

**STATE OF COLORADO**  
Jared Polis,  
Governor [INSERT-Name of  
Agency or IHE]  
[INSERT-Name & Title of Head of Agency or  
IHE]

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

By:  
Name & of Title Person

By:  
Telly Belton/Toni

Date: \_

Option Effective Date: \_\_\_\_\_

In accordance with §24-30-202 C.R.S., this  
Option is not valid until signed and dated  
above by the State Controller or an  
authorized delegate.

**Sample Only re Option Letter - Do Not Sign**

## Exhibit A Statement of Work

This Statement of Work ("SOW") is entered into between the State of Colorado by and through the Department of Human Services (the "State" or "CDHS") and the Board of County Commissioners of Prowers County, Colorado ("the County"). This SOW is entered into subject to the terms and conditions of the Contract. Except as specifically modified by this SOW, all terms used in this SOW that are defined in the Contract shall be construed and interpreted in accordance with the Contract. CDHS and the County may be referred to in this SOW Collectively as the "Parties" and individually as a "Party."

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in C.R.S. § 26-1-201.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal "Personal Responsibility and Work Opportunity Reconciliation Act of 1996," (Pub. L. No. 104-193, § 110 Stat. 2105 (1996)), thereby adopting the Colorado Works Program (C.R.S. § 26-2-701, *et seq.*; 9 CCR 2503-6:3.600 *et seq.*) ("Works Program").

C.R.S. § 26-2-715 requires CDHS and the County to enter into an annual performance contract that identifies the County's duties and responsibilities in implementing the Works Program. This Contract is entered into between the Parties pursuant to C.R.S. § 26-2-715.

### 1. DUTIES OF COUNTY

a) The County will administer and implement the Works Program using fair and objective criteria, in compliance with applicable federal and State laws, regulations, rules, and policies in effect or hereafter established including, without limitation, 9 CCR 2503-6:3.600 *et seq.* (collectively, "Applicable Law").

b) The County will not reduce the basic assistance grant administered by the County pursuant to C.R.S. § 26-2-709 and monitored by the State pursuant to C.R.S. § 26-2-712, except as may be permitted pursuant to 9 CCR 2503-6:3.600 *et seq.*

c) The County will not restrict eligibility or the provisions of services, nor will it impose sanctions in a manner inconsistent with Applicable Law including, without limitation, those processes and sanctions and processes set forth in 9 CCR 2503-6:3.600, *et seq.* and C.R.S. § 26-2-701, *et seq.*

d) Work Participation Rates ("WPRs") for the County shall ensure that the State will be able to meet or exceed the State's WPRs under applicable federal law, per C.R.S. § 26-2-715(1)(a)(III). The County's negotiated WPR will be held accountable by the State only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate.

- e) The Parties acknowledge that in an effort to help individuals prepare for and enter the workforce, they should adopt employment focused measures, as outlined under “OPTIONAL OUTCOME MEASURES” at Section 2.a), below.
- f) The County will maintain sufficient records to enable CDHS to meet its obligations under C.R.S. § 26-2-717 and will make such records available to CDHS and permit CDHS or its duly designated agents and representatives of the federal government to inspect the records. The County must report to CDHS as required by C.R.S. § 26-2-716 and 9 CCR 2506-3:3.603.1 *Purpose and Use of Case File Records*, and as otherwise required by Applicable Law. In addition, in the event the County is a covered entity or contracting party to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act enacted under the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (2009) and implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162, and 164 (“HIPAA”), the County must comply with HIPAA, as required by law.
- g) The County shall have flexibility in determining the approaches needed to achieve federal and State requirements under the Works Program, provided such flexibility is permitted under Applicable Law and this SOW. The County will provide CDHS with the County’s adopted policies and any updated written information when, or if, changes to policies are being considered by the County. The County agrees to provide the information and policies to CDHS for review and approval prior to the County’s adoption of such policies.
- h) The County will utilize the technical assistance, training, and reporting or tracking resources offered by CDHS in order to administer the Works Program including those that support the four purposes of Temporary Assistance to Needy Families (“TANF”) and will meet the WPR.
- i) The County will participate in vetting processes with CDHS to review, draft, and recommend policies or rule changes that would have a positive impact on WPR and meet Applicable Law.
- j) In order to maximize the caseload reduction credit for the State, the County will identify and report third party Maintenance of Effort (“MOE”) contributions, in accordance with the timelines and guidelines established by CDHS.
- k) The County will adhere to the administrative expenditure allocation (countable administrative expenditures are defined in 45 C.F.R. § 263.0) as defined by CDHS pursuant to C.R.S. 26-2-714 in the allocation agency letter of C.R.S. § 26-2-712.
- l) The County will work with other counties to ensure that the information entered and reported in the Colorado Benefits Management System (“CBMS”) is as accurate as possible for continuity of assistance. The County will enter accurate client and provider information into CBMS.

m) The County may not use county block grant moneys except as authorized pursuant to the provisions of the Works Program and rules promulgated by the State Board of Human Services (“State Board”) or by CDHS to implement the provisions of the Works Program.

## 2. OPTIONAL OUTCOME MEASURES

a) The County may submit a proposal as an attachment to this Contract, describing additional employment focused performance measures. Such proposals may be submitted to CDHS either at the time of execution of this Contract or at any time during the term of this Contract. The proposal will be limited to issues regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, the proposal will require either interim targets for each performance measure or a framework for how interim goals will be set after the baseline measures are established. The proposal’s terms and conditions will establish a CDHS review process for programs, strategies, and metrics designed to achieve optimal outcomes.

b) Upon approval of the proposal by CDHS, the County will be subject to the performance measures, interim goals, adjusted WPR (per C.R.S. § 26-2-714.5), employment focused outcome measures, and anticipated state-wide case-load credit reductions and other conditions set forth in the proposal.

## 3. DUTIES OF CDHS

a) In consultation with the County, CDHS will oversee the statewide implementation of the Works Program and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.

b) CDHS will monitor the County’s provision of basic assistance grants and perform the duties stated in C.R.S. § 26-2-712 (5).

c) CDHS will exercise oversight of and responsibility for the development, implementation, maintenance, and enhancement of the Colorado Benefits Management System (“CBMS”) and its application relative to the Works Program.

d) CDHS will develop and provide training for Works Program staff, as required by C.R.S. § 26-2-712 (7).

e) CDHS will hold contracted agencies who have cooperative agreements with CDHS responsible for providing reception and placement services for refugees accountable under CDHS’s own WPR and will not include refugees receiving contracted agency’s services in the County’s WPR. The contracted agency’s negotiated WPR will be held accountable only to the adjusted WPR after the case load reduction credit is applied with the elimination and removal of the Two-Parent rate.

f) CDHS will use valid data from CBMS and other sources, as necessary, to accurately calculate the County's WPR. Prior to submitting its calculation to the federal government, CDHS will provide the County the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity and proper calculation of the WPR.

g) CDHS will provide technical assistance and available resources to the County to help the County meet the WPR and payment accuracy goals. CDHS will provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the Works Program in support of the four purposes of TANF.

h) CDHS will be responsible for identifying the County's level of spending for administrative costs as defined in 45 C.F.R. § 263.0, and the spending shall be identified annually in the Allocation Agency Letter as required in C.R.S. § 26-2-714.

i) CDHS shall have the right to review, comment upon or request reasonable additional information or clarification of any the County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.

j) CDHS shall work to address any CBMS system issues in a timely manner.

k) CDHS shall have the right to determine whether the County is misusing county block grant monies and whether the County has correctly cured any misuse, per C.R.S. § 26-2-716(4).

l) CDHS shall be responsible for monitoring the provision of basic cash assistance pursuant to C.R.S. § 26-6-706.6 and, if necessary due to economic downturns or increased caseload sizes, will take any action as described in C.R.S. § 26-2-712 to ensure that the Works Program's basic cash assistance grant of C.R.S. § 26-2-709 is provided in a consistent manner statewide.

#### 4. JOINT STATE AND COUNTY DUTIES

a) As needed, the State and the County will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this Contract and related federally required performance requirements.

b) The State and the County will work together to ensure that the information entered and reported into CBMS is accurate.

c) The State will give the County direction to cure any misuse of the County block grant monies, and the County will promptly cure the misuse as directed by the State.

## 5. REMEDIATION PLAN

The State may request a Remediation Plan (which is the term used in this SOW to describe the steps and actions in 9 CCR 2501-1) if, during the term of this Contract, the County engages in any of the following activities:

- a) Spending Works Program funds, federal or state, in a manner contrary to Applicable Law including, without limitation, contrary to 9 CCR 2501-1 *et seq.* (“Volume 1”). Such spending may include, without limitation, receipts or recoveries that are not reported.
- b) In the event the County is non-compliant with any term or provision of this SOW, CDHS may, in addition to a Remediation Plan, require the County to implement intervention and corrective processes.

## 6. SANCTIONS

- a) Subject to the limitations herein, CDHS may sanction the County under this SOW only if: CDHS is subject to federal sanction; the County’s Remediation Plan was insufficient; and the County violated Volume 1 during the term of this contract.
- b) A sanction will not be imposed on the County for failing to adhere to a State regulation, rule, policy, or guideline that conflicts with federal law.
- c) The County will not be sanctioned or required to follow a Remediation Plan if:
  - i. The County can demonstrate to CDHS by a preponderance of evidence, as described in 9 CCR 2501-1, that CDHS provided inaccurate guidance, training, or data with regard to the County’s performance under the Contract; and,
  - ii. The County is not liable for any portion of a sanction resulting from reliance on inaccurate State guidance, training, or data. Upon demonstrating partial responsibility to CDHS, the County’s liability shall be limited accordingly.
- d) The County will not be sanctioned or required to follow a Remediation Plan for erroneous decisions made by CBMS including, without limitation, erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.
- e) In the event the County is found out of compliance with this Contract or any provision of the Works Program, the County may be assessed by the State a financial sanction. Such financial sanction must be paid with the County’s moneys. The State Board may promulgate rules for county sanctions that include financial and other sanctions. Any moneys resulting from the imposition of a financial sanction shall be transmitted to the Colorado long-term works reserve created by C.R.S. § 26-2-721, but only if the State has not incurred a federal sanction for the same act that gave rise to the County sanction.

f) Pursuant to C.R.S. § 26-2-716, CDHS may reduce the County's block grant for the succeeding State fiscal year by an amount equal to the amount of moneys misused by the County.

## 7. PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS

a) The process for imposing a sanction or Remediation Plan against the County by CDHS will be as follows:

i. CDHS will provide the County with written notice of the County's non-compliance with all associated documentation that supports CDHS's determination of the non-compliance. Upon receiving such notice, the County shall have twenty (20) State working days (per 9 CCR 2501-1) to contest, explain, or offer evidence of mitigating factors and submit a Remediation Plan to correct the non-compliance.

ii. If the County's Remediation Plan does not remedy the non-compliance, CDHS may determine the appropriate sanction. CDHS shall take into consideration as a mitigating factor any violation of a State requirement that exceeds or conflicts with federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing a sanction. This notice will include the rationale for imposing the sanction, as well as all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any.

## 8. LIABILITIES

a) The State acknowledges that liability to third parties resulting from erroneous, inaccurate or inadequate CBMS notices to Works Program households is properly the State's liability. CDHS will not take recovery action against the County for any such claim. This provision shall not apply to any errors, claims, or issues caused by the County's inaccurate data entry into CBMS; the County's failure to follow clear, reasonable, and lawful instruction; or the County's failure to follow program rules adopted by the State Board. In addition, this provision shall not apply to CBMS training and data entry rules and any rules that are part of the CBMS rule engine. Upon receiving such notice, the County shall have sixty (60) days to contest, explain or offer evidence of mitigating factors, before sanctions are imposed.

b) If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one county to meet its obligations, the County will only be sanctioned for its share of the sanction.

c) CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within twenty (20) days, it may not hold the County liable for that sanction.

## 9. CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION

a) If the County continues to knowingly or consistently fail to meet an obligation specified in this Contract, CDHS may assume the County's administration and implementation of the Works Program. In the event CDHS determines it will assume the County's administration and implementation of the Works Program, CDHS will provide the County ninety (90) days written notice before assuming duties. Upon receipt of such notice, the County will have the opportunity to contest, explain, and offer evidence of mitigating factors, or to correct the failure before CDHS assumes the duties.

b) If the County continues to consistently fail to meet an obligation specified in this Contract, the County, at its sole discretion, may ask CDHS to assume the County's administration and implementation of the Works Program. CDHS shall be under no obligation to accept or assume the County's administration and implementation of the Works Program.

c) If CDHS assumes the County's administration and implementation of the Works Program, CDHS may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Works Program, in accordance with the formulas described in C.R.S. § 26-2-714. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of C.R.S. § 26-2-717 for the Works Program.

## 10. DISCRETIONARY MATTERS

The Parties agree that all provisions of the Works Program (C.R.S. § 26-2-701, et seq.) that grant discretion to either Party regarding the administration of the Works Program in the County will not be affected by the execution of this Contract except as explicitly stated herein.

## 11. AMENDMENT

In the event of the invalidity or unenforceability of any provision of this SOW pursuant to Section 18.M. of the Contract, the Parties shall amend this SOW to address such invalid or inoperable provision. In the event the Parties fail to reach agreement regarding an amended SOW, CDHS may assume the County's administration of the County's Works Program.

## 12. INTEGRATION OF UNDERSTANDING

The Parties acknowledge their relationship is governed broadly by provisions of the Colorado Constitution and by State statutes, regulations, rules, and policies including rules promulgated by the State Board. The Parties further recognize that this SOW is not intended to supersede or change the relationship between the State and the County as established by Applicable Law.

## Exhibit B - Budget

July 1, 2026 - June 30, 2027

Participating County / Entity	Allocations
Adams	\$0.00
Alamosa	\$0.00
Arapahoe	\$0.00
Archuleta	\$0.00
Baca	\$0.00
Bent	\$0.00
Boulder	\$0.00
Broomfield	\$0.00
Chaffee	\$0.00
Cheyenne	\$0.00
Clear Creek	\$0.00
Conejos	\$0.00
Costilla	\$0.00
Crowley	\$0.00
Custer	\$0.00
Delta	\$0.00
Denver	\$0.00
Dolores	\$0.00
Douglas	\$0.00
Eagle	\$0.00
El Paso	\$0.00
Elbert	\$0.00
Fremont	\$0.00
Garfield	\$0.00
Gilpin	\$0.00
Grand	\$0.00
Gunnison	\$0.00
Hinsdale	\$0.00
Huerfano	\$0.00
Jackson	\$0.00
Jefferson	\$0.00
Kiowa	\$0.00
Kit Carson	\$0.00
La Plata	\$0.00
Lake	\$0.00
Larimer	\$0.00
Las Animas	\$0.00
Lincoln	\$0.00
Logan	\$0.00
Mesa	\$0.00
Mineral	\$0.00
Moffat	\$0.00
Montezuma	\$0.00
Montrose	\$0.00
Morgan	\$0.00
Otero	\$0.00
Ouray	\$0.00
Park	\$0.00
Phillips	\$0.00
Pitkin	\$0.00
Prowers	\$0.00
Pueblo	\$0.00
Rio Blanco	\$0.00
Rio Grande	\$0.00
Routt	\$0.00
San Juan	\$0.00
San Miguel	\$0.00
Saguache	\$0.00
Sedgwick	\$0.00
Summit	\$0.00
Teller	\$0.00
Washington	\$0.00
Weld	\$0.00
Yuma	\$0.00

## 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 in 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 Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

### 1) Federal Award Identification

- i. Subrecipient: **Prowers County**
- ii. Subrecipient Unique Entity ID number: **Y8C4HSXY95M6**
- iii. The Federal Award Identification Number (FAIN) is **2501COTANF**
- iv. The Federal award date is **February 20, 2026**
- v. The subaward period of performance start date is **July 1, 2026**, and end date is **June 30, 2027**
- 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 committed to Subrecipient by CDHS
SFY27	\$0.00	\$0.00	\$0.00

- vii. Federal award project description: **Temporary Assistance for Needy Families (TANF)**
- viii. The name of the Federal awarding agency is **Administration for Children and Families & US Department of the Treasury** the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is **Trang Le, Grants Management Officer, DHHS Payment Management System, Post Office Box 6021, Rockville, MD 20852; 1-877-614-5533; US Department of Treasury, 1500 Pennsylvania Avenue, NW, Washington, D.C. 20220**
- ix. The Catalog of Federal Domestic Assistance (CFDA) number is if applicable, **93.558**, name is **TANF** and dollar amount is **\$2,215,864.08**.

- 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 CDHS cost allocation plan.
- 2) All requirements imposed by CDHS 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 **Exhibit A, Statement of Work**.
  - 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibit A, Statement of Work**.
  - 4) Subrecipient's approved indirect cost rate is **15%**.
  - 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.332 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 Section 15 of this Exhibit and may be further specified in the accompanying Scope of Work exhibit.
  - 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **60** 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.**
    - i. Subrecipient is not required to provide matching funds.

## **1. Definitions.**

1.1 For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

1.1.1 "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

1.1.1.1 Awards may be in the form of:

1.1.1.1.1 Grants;

1.1.1.1.2 Contracts;

1.1.1.1.3 Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

- 1.1.1.1.4 Loans;
  - 1.1.1.1.5 Loan Guarantees;
  - 1.1.1.1.6 Subsidies;
  - 1.1.1.1.7 Insurance;
  - 1.1.1.1.8 Food commodities;
  - 1.1.1.1.9 Direct appropriations;
  - 1.1.1.1.10 Assessed and voluntary contributions; and
  - 1.1.1.1.11 Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
  - 1.1.1.1.12 Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 1.1.1.2 Award **does not** include:
- 1.1.1.2.1 Technical assistance, which provides services in lieu of money;
  - 1.1.1.2.2 A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
  - 1.1.1.2.3 Any award classified for security purposes; or
  - 1.1.1.2.4 Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2 “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3 “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4 “Unique Entity ID number” or “UEI” is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
- 1.1.5 “Entity” means:
- 1.1.5.1 If the source of the funding is a Grant:
    - 1.1.5.1.1 a Non-Federal Entity; or
    - 1.1.5.1.2 a non-profit organization or for-profit organization.
  - 1.1.5.2 If the source of funding is not a Grant:

- 1.1.5.2.1 all of the following as defined at 2 CFR part 25, subpart C;
  - 1.1.5.2.2 A governmental organization, which is a State, local government, or Indian Tribe;
  - 1.1.5.2.3 a foreign public entity;
  - 1.1.5.2.4 a domestic or foreign non-profit organization;
  - 1.1.5.2.5 a domestic or foreign for-profit organization; and
  - 1.1.5.2.6 a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6 “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7 If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8 “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9 “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10 If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11 “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant. Grantee also means Subrecipient.
- 1.1.12 “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13 “Nonprofit Organization” means any organization that:
- 1.1.13.1 Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 1.1.13.2 Is not organized primarily for profit;
  - 1.1.13.3 Uses net proceeds to maintain, improve, or expand the organization’s operations; and
  - 1.1.13.4 Is not an IHE.
- 1.1.14 “OMB” means the Executive Office of the President, Office of Management and Budget.

- 1.1.15 “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
- 1.1.16 “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17 “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
- 1.1.18 “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term Subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal awards directly from a Federal agency.
- 1.1.19 “Subrecipient Parent UEI Number” means the subrecipient parent organization’s 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20 “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21 “Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).
- 1.1.22 “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23 “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the

Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24 “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

## **2. Compliance.**

2.1 Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

## **3. System for Award Management (SAM) and Unique Entity ID System (UEI) Requirements.**

3.1 SAM. Contractor/Grantee must obtain a UEI but are not required to fully register in Sam.gov. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2 UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor’s/Grantee’s information in [www.sam.gov](http://www.sam.gov) at least annually after the initial registration, and more frequently if required by changes in Contractor’s/Grantee’s information.

## **4. Total Compensation.**

4.1 Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1.1 The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and

4.1.2 In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial

assistance Awards or Subawards subject to the Transparency Act;  
and

4.1.2.2 \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

4.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

## **5. Reporting.**

5.1 If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

## **6. Effective Date and Dollar Threshold for Reporting.**

6.1 If the source of funding is a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.

6.2 If the source of funding is not a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but

funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

6.3 The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## **7. Subrecipient Reporting Requirements.**

7.1 If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.2 To SAM. A Subrecipient shall report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.2.1 Subrecipient UEI Number;

7.2.2 Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

7.2.3 Subrecipient parent's organization UEI Number;

7.2.4 Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

7.2.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.2.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

7.3 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:

7.3.1 Subrecipient's UEI Number as registered in SAM.

7.3.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## **8. Procurement Standards.**

8.1 Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

8.2 If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel,

cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- 8.3 Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **9. Access to Records.**

- 9.1 A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.
- 9.2 A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

## **10. Single Audit Requirements.**

- 10.1 If a Subrecipient expends \$1,000,000 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. 7501-7507). 2 CFR 200.501.
- 10.2 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if 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 Prime Recipient. A program-specific audit may not be elected for research

and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

10.3 Exemption. If a Subrecipient expends less than \$1,000,000 in Federal Awards during its fiscal year, the 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.

10.4 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 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 Uniform Guidance Subpart F-Audit Requirements.

## **11. Contract/Grant Provisions for Subrecipient Contracts.**

11.1 In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

11.2 {Applicable to federally assisted construction contracts.} Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

11.3 {Applicable to on-site employees working on government-funded construction, alteration and repair projects.} Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.4 Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that “funding agreement,”/”funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

- 11.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.6 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.8 Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- 11.9 Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 11.10 Collection of Unallowable Costs (2CFR 200.410). Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.
- 11.11 Whistle Blower Protections. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

## **12. Certifications.**

- 12.1 Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

## **13. Exemptions.**

- 13.1 These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2 A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

## **14. Event of Default and Termination.**

- 14.1 Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2 Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 14.2.1 By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
  - 14.2.2 By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
  - 14.2.3 By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
  - 14.2.4 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

## **15. Additional Terms re Payments to Grantee to Supplement Main Terms in Contract.**

- 15.1 **Federal Recovery:** The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the State 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, as defined below.
- 15.2 **Close-Out:** Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially

complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

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Exhibit End

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**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 6.9.26

**Submitter:** Meagan Hillman, PCPHE Director

**Submitted to the County Administration Office on:**5.11.26

**Return Originals to:** Meagan Hillman, PCPHE

**Number of originals to return to Submitter:**1

**Contract Due Date: effective date:** Due 6.22.26 for state to process to start 7.1.26

**Item Title/Recommended Board Action:** Consider approval of Contact Amendment #7, Contract No. C24-186984A7 to original Contract No. C24-186984A1 for Case Management Agency and authorizing Public Health Director, Meagan Hillman to execute the Contract electronically.

**Justification or Background:** This is the Contract for our Case Management Agency SECO CMA. This is the annual update that we receive that is effective July 1.

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:** 6-2-2026

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO COUNTY ADMINISTRATION.**

**THANK YOU!**

# STATE OF COLORADO CONTRACT MODIFICATION CONTRACT AMENDMENT #7

**State Agency**  
Department of Health Care Policy and Financing  
**Contractor**  
Prowers County Public Health and Environment  
**Original Contract Number**  
C24-186984A1  
**Amendment Contract Number**  
C24-186984A7

**Contract Performance Beginning Date**  
July 1, 2026  
**Current Contract Expiration Date**  
June 30, 2027  
**Current Contract Maximum Amount**  
**Medicaid Programs**  
No Maximum for any SFY  
  
**State General Fund Programs**  
State Fiscal Year 2026-27                      \$21,812,013.00  
*Estimated Contractor Shared*                      \$123,294.16

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that they are duly authorized to execute this Amendment and to bind the Party authorizing the person's signature.

**Prowers County Public Health and Environment**  
Meagan L. Hilman, Director

**STATE OF COLORADO**  
**Jared S. Polis, Governor**  
Department of Health Care Policy and Financing  
Gretchen Hammer, Executive Director

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**  
Department of Health Care Policy and Financing  
Gini Powers, Controller

Amendment Effective Date: \_\_\_\_\_

A. In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

## 1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between Contractor and the State.

## 1. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract

## 2. AMENDMENT EFFECTIVE DATE AND TERM

### A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in [§3.B](#) of this Amendment.

### A. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

## 3. PURPOSE

This Amendment updates Exhibit B Statement of Work, Exhibit C Rates, Exhibit D Terminology, and Exhibit E Contractor’s Administrative Requirements.

## 4. MODIFICATIONS

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. In accordance with Section(s) Number 2.C. of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning July 1, 2026 and ending on the current contract expiration of June 30, 2027 at the rates stated in the Original Contract, as amended.
- D. Contract Section 2.C. Extension Terms - State's Option is hereby deleted in its entirety and replaced as follows:
  - C. Extension Terms - State’s Option: The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the

State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed eight years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

- E. Exhibit B-6 is hereby deleted in its entirety and replaced with Exhibit B-7 as follows. All references to Exhibit B, Exhibit B-1, Exhibit B-2, Exhibit B-3, Exhibit B-4, Exhibit B-5, or Exhibit B-6 shall now refer to Exhibit B-7.
- F. Exhibit C-6 is hereby deleted in its entirety and replaced with Exhibit C-7 as follows. All references to Exhibit C, Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit C-4, Exhibit C-5 or Exhibit C-6 shall now refer to Exhibit C-7.
- G. Exhibit D-6 is hereby deleted in its entirety and replaced with Exhibit D-7 as follows. All references to Exhibit D, Exhibit D-1, Exhibit D-2, Exhibit D-3, Exhibit D-4, Exhibit D-5, or Exhibit D-6 shall now refer to Exhibit D-7.
- H. Exhibit E-6 is hereby deleted in its entirety and replaced with Exhibit E-7 as follows. All references to Exhibit E, Exhibit E-1, Exhibit E-2, Exhibit E-3, Exhibit E-4, Exhibit E-5 or Exhibit E-6 shall now refer to Exhibit E-7

## **5. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

## **EXHIBIT B-7, STATEMENT OF WORK**

### **1. CASE MANAGEMENT OBLIGATIONS**

#### **1.1. Contractor's Obligations**

1.1.1. Contractor shall provide case management activities outlined in this Contract for the following Home and Community Based Services (HCBS) waivers, non-HCBS programs, and State General Fund programs:

- 1.1.1.1. Community First Choice (CFC)
- 1.1.1.2. Family Support Services Program (FSSP)
- 1.1.1.3. HCBS Children with Complex Health Needs (HCBS-CwCHN)
- 1.1.1.4. HCBS Children's Extensive Supports Waiver (HCBS-CES)
- 1.1.1.5. HCBS Children's Habilitation Residential Program Waiver (HCBS-CHRP)
- 1.1.1.6. HCBS Community Mental Health Supports Waiver (HCBS-CMHS)
- 1.1.1.7. HCBS Complimentary and Integrative Health Waiver (HCBS-CIH)
- 1.1.1.8. HCBS Developmental Disabilities Waiver (HCBS-DD)
- 1.1.1.9. HCBS Elderly, Blind and Disabled Waiver (HCBS-EBD)
- 1.1.1.10. HCBS Brain Injury Waiver (HCBS-BI)
- 1.1.1.11. HCBS Supported Living Services Waiver (HCBS-SLS)
- 1.1.1.12. Hospital Back-Up Program (HBU)
- 1.1.1.13. Intermediate Care Facilities for Individuals with –Intellectual Disabilities (ICF-IID)
- 1.1.1.14. Nursing Facilities (NF)
- 1.1.1.15. Omnibus Reconciliation Act of 1987 Specialized Services Program (OBRA-SS)
- 1.1.1.16. Program for All-Inclusive Care for the Elderly (PACE)
- 1.1.1.17. State Supported Living Services Program (State SLS)

1.1.2. 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 which include, but are not limited to:

- 1.1.2.1. Colorado Revised Statutes, Title 25.5, Article 6, Sections 104 through and including 107.
- 1.1.2.2. Colorado Revised Statute, Title 25.5, Article 10 et seq.
- 1.1.2.3. Colorado Department of Health Care Policy and Financing written communications.
- 1.1.2.4. Colorado Department of Public Health and Environment at 6 C.C.R. 1011-1 et seq.
- 1.1.2.5. Colorado Department of Human Services 12 C.C.R. 2509-8 7.700 et seq.
- 1.1.2.6. All State Medicaid regulations promulgated by the Department. These regulations include, but are not limited to:
  - 1.1.2.6.1. FSSP 10 CCR 2505-10, Sections 8.7561 et seq.
  - 1.1.2.6.2. Long-Term Care 10 CCR 2505-10, Sections 8.400 through 8.409 et seq.

- 1.1.2.6.3. Colorado Case Management Agency Requirements 10 CCR 2505-10, Section 8.7200 et seq.
- 1.1.2.6.4. Community First Choice, 10 CCR 2505-10, Section 8.7600 et seq.
- 1.1.2.6.5. HCBS-BI 10 CCR 2505-10, Section 8.7101.E et seq.
- 1.1.2.6.6. HCBS-CwCHN 10 CCR 2505-10 Section 8.7101.D et seq.
- 1.1.2.6.7. HCBS-CES, 10 C.C.R. 2505-10 Section 8.7101.B et seq.
- 1.1.2.6.8. HCBS-CHRP, 10 C.C.R. 2505-10 Section 8.7101.C et seq.
- 1.1.2.6.9. HCBS-CIH 10 CCR 2505-10, Section 8.7101.H et seq.
- 1.1.2.6.10. HCBS-CMHS 10 CCR 2505-10, Section 8.7101.F et seq.
- 1.1.2.6.11. HCBS-DD, 10 C.C.R. 2505-10 Sections 8.7101.J et seq.
- 1.1.2.6.12. HCBS-EBD 10 CCR 2505-10, Sections 8.7101.G et seq.
- 1.1.2.6.13. HCBS-SLS, 10 C.C.R. 2505-10 Sections 8.7101.I et seq.
- 1.1.2.6.14. PACE Section 25.5-5-412, Section 6a-b., C.R.S et seq.
- 1.1.2.6.15. Case Management Services, Determination of Developmental Disability, Laboratory and X-Ray, 10 CCR 2505-10 Section 8.607.2 through 8.6660.5.E.
- 1.1.2.6.16. Support Levels and Algorithms 10 CCR 2505-10 Section 8.7202.AA et seq
- 1.1.2.6.17. State SLS Program, 10 CCR 2505-10, Section 8.7560 et seq.
- 1.1.2.6.18. Recipient Appeals, 10 CCR 2505-10, Section 8.057 et seq.
- 1.1.2.6.19. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR Chapter I, Chapter II, Part 200 et al.
- 1.1.3. 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.
- 1.1.4. Contractor shall ensure applicant, Member, and individual rights are protected in accordance with Title XIX of the Social Security Act, other applicable federal and state laws, and Department regulations.
- 1.1.5. Contractor shall comply with written communication by the Department including, but not limited to, Memos, policies, procedures, technical assistance documents, Provider Bulletins, Training documents, email correspondence, and other guidance issued by the Department.
- 1.1.6. The general Business Functions of Contractor shall include, but is not limited to, all the following:
  - 1.1.6.1. Contractor shall maintain a physical, publicly accessible, and Americans with Disability Act (ADA) compliant office within the Defined Service Area and appropriate staffing pattern to serve the Defined Service Area.
    - 1.1.6.1.1. Contractor shall provide access to telecommunication devices and/or interpreters for the hearing and vocally impaired and foreign language interpreters as needed to fulfil all Work. Contractor shall conduct an assessment of the communication needs of the Members they serve and ensure interpretation and telecommunication services are

provided no later than the time needed to support the Member's access to required case management activities under this Contract.

- 1.1.6.2. Contractor shall ensure adequate staffing through virtual or in-person services throughout the Defined Service Area in addition to a physical office space, providing access to its office for staff, Members, families, services providers, and others to best meet the needs of individuals based on individual preferences.
- 1.1.6.3. Contractor shall have the ability for case managers to travel, provide regional coverage, and provide all required Work for the counties in which the agency operates.
- 1.1.6.4. Contractor shall overcome any geographic barriers within the Defined Service Area, including distance from the agency office to provide timely assessment and case management services to individuals, Members and families, as required by Contract, Federal or State statutes and regulations. This may include staff who reside throughout the Defined Service Area to best meet the needs of individuals and Members.
- 1.1.6.5. Regular business office hours of operation shall follow an 8-hour schedule Monday through Friday except for federal, state, or local holidays and unplanned closures due to inclement weather or other emergencies. Regular business office hours and holiday closures must be provided to all Members upon enrollment and at least annually, posted publicly at each office location, and posted on Contractor's website. Contractor shall have a procedure for notifying Members and the public of unplanned closures or changes to regular business hours due to inclement weather or other emergencies, which includes emergency contact information.
- 1.1.6.6. Contractor shall have internal procedures for accommodating individuals, Members, and families who need assistance or consultation outside regular business office hours.
- 1.1.6.7. Contractor shall align their non-standard business hours information and method of contact information for urgent situations with the requirement 1.8.1.1 to ensure that Critical Incident Reporting timeline requirements are strictly adhered to regardless of Case Management Staff schedules.
- 1.1.6.8. Contractor shall provide access to a telephone system and trained staff to ensure same day responses to messages and telephone calls received after hours.
  - 1.1.6.8.1. Contractor shall have an after-hours policy and procedure to respond to urgent situations outside of regular business hours as defined herein.
    - 1.1.6.8.1.1. Contractor's after-hours policy and procedure shall include a response to all telephone calls, voicemails, and emails from Members and families on average within two Business Days following receipt by Contractor.
    - 1.1.6.8.1.2. Procedures must provide Contractor after-hours contacts, e.g., voicemail, pager, or answering service numbers and alternative contacts and resources, and information, e.g., advocacy groups, community resources, etc., available to Members in life threatening, or urgent situations including, but not limited to, mental health crisis, hospitalization, emergency room visits, hospital discharges, risk of homelessness, unexpected termination of residential services, or reports of mistreatment, abuse, neglect, and exploitation.

- 1.1.6.8.1.3. Procedures must clearly document how Contractor will ensure a commensurate response to urgent situations including, but not limited to, hospital discharges, risk of homelessness, and unexpected termination of residential services.
- 1.1.6.8.1.4. Contractor shall notify individuals, Members, families, providers, and community partners of the procedures and make it readily available through a variety of methods, including Contractor's website.
- 1.1.6.9. Contractor's website must include non-standard business hours information and method of contact information for urgent situations in an easily accessible location and must remain up-to-date and align with Contractor's after-hours policy.
- 1.1.6.10. Contractors shall comply with the Department's complaint and escalation processes and attempt to resolve each ticket received by Department reviewer as follows:
  - 1.1.6.10.1. Urgent- within two Business Days;
  - 1.1.6.10.2. High Priority- four Business Days
  - 1.1.6.10.3. Medium Priority- seven Business Days
  - 1.1.6.10.4. Low Priority- 14 Business Days
- 1.1.6.11. Contractor shall ensure a primary contact (email and phone number) are made available to the Department for complaints and escalations that require immediate or non-business hours resolution.
- 1.1.6.12. Contractor shall ensure all information entered into the Department's systems is accurate and entered within the timelines established within the Contract.
  - 1.1.6.12.1. Systems include, but are not limited to, the Colorado interChange Medicaid Management Information System (MMIS) and its subsystems: Bridge HCBS Prior Authorization Request (PAR) subsystem and the Care and Case Management (CCM) System.
- 1.1.6.13. Contractor shall support the Department's National Core Indicators (NCI) efforts.
- 1.1.6.14. Contractor shall enroll and act as a Medicaid Targeted Case Management (TCM) provider for all HCBS waivers and CFC to include, but not limited to, providing ongoing case management and monitoring activities for the Defined Service Area.
- 1.1.6.15. Contractor shall follow 10 C.C.R. 2505-10, Section 8.7202.M et seq. when transferring a Member from one county to another county or from one Defined Service Area to another Defined Service Area.
- 1.1.6.16. Contractor shall develop, implement, and maintain written policies and procedures to ensure that all intake, referral, enrollment, and Person-Centered Service Planning activities are conducted independently of any Provider Agency influence, including but not limited to coaching, coercion, or undue influence. The policy and procedure shall also include but not limited to training and oversight for case managers specific to these safeguards. These policies and procedures shall safeguard that the Case Management Agency's (CMA) determinations of functional, programmatic, waiver, and services eligibility are free from provider conflict of interest and consistent with 10 CCR 2505-10 §§ 8.7000–8.7200 et seq. and 42 C.F.R. § 441.301(c)(1)(vi).

- 1.1.6.17. Contractor shall inform all applicants and, as applicable, their guardians that the CMA is solely responsible for determining functional, program, waiver, and services eligibility, including but not limited to:
  - 1.1.6.17.1. Level of Care Screen
  - 1.1.6.17.2. Service Authorization
  - 1.1.6.17.3. Direct Care Service Calculator
  - 1.1.6.17.4. Support Level Assessment (SIS/ISLA)
  - 1.1.6.17.5. HCBS-DD waiver Reserve Capacity Enrollment request (formally EER/Youth Transition/DI request)
  - 1.1.6.17.6. Support Level Review Request
  - 1.1.6.17.7. Supported Living Services (SLS) Exceptions Request
  - 1.1.6.17.8. Children’s Extensive Services (CES) waiver application
- 1.1.6.18. Contractor shall notify all Provider Agencies, identified as part of a Member’s team, that eligibility and support determinations are the sole responsibility of the CMA. Any direct or indirect engagement by a Provider Agency intended to shape these determinations shall be considered a potential conflict of interest and reported to the Colorado Department of Health Care Policy and Financing (HCPF) or the Colorado Department of Public Health and Environment (CDPHE) pursuant to 10 CCR 2505-10 § 8.7202.M and 6 CCR 1011-1 Ch. 2.
  - 1.1.6.18.1. **DELIVERABLE:** Policies and procedures to ensure that all intake, referral, enrollment, and Person-Centered Service Planning activities are conducted independently of any Provider Agency influence, including but not limited to coaching, coercion, or undue influence
  - 1.1.6.18.2. **DUE:** Within 10 Business Days following Notification of Any Substantial Revisions
- 1.1.6.19. Contractor may be granted a Conflict Free Case Management Exception (CFCME) by the Department to provide LTSS Case Management within the Defined Service Area when one is necessary to maintain services in rural and frontier service areas.
  - 1.1.6.19.1. Contractor shall obtain and maintain approval for the CFCME throughout the Contract Period to meet program requirements for a Case Management Agency.
  - 1.1.6.19.2. The Department reserves the right to revoke Contractor’s CFCME at any time.
  - 1.1.6.19.3. Contractor shall submit an annual report to the Department that includes, but is not limited to, the following information:
    - 1.1.6.19.4. Written processes in place to ensure remediation of conflict and separation of entities.
    - 1.1.6.19.5. Documentation of Member choice and informed consent of the conflict of the agency being selected.
    - 1.1.6.19.6. A summary of the individuals participating in direct services and case management at the agency with the CFCME.
    - 1.1.6.19.7. Policies and procedures outlining how Contractor will validate that there are no other willing and qualified providers in their Defined Service Area with capacity to provide services for all eligible Members in the service area.

1.1.6.19.8. How Contractor is supporting the recruitment of providers in their area to remediate conflict.

1.1.6.19.9. If Contractor is denied a CFCME for any reason, or one is revoked, Contractor must have documented written plans for transitioning individuals and Members. Contractor shall continue to provide services until a transition may be successfully implemented.

1.1.6.19.9.1. **DELIVERABLE:** Annual report and written processes and procedures on implementing rural exception and only willing and qualified provider requirements for CMAs that have been granted a CFCME.

1.1.6.19.9.2. **DUE:** June 15th of each year or prior to contract renewal for CMAs with an approved rural exception

## 1.2. Collaboration with other Care Coordination Entities and Case Management Agencies

1.2.1. Contractor shall comply with written communication from the Department, provided by the Department, between Contractor and community partners and service providers that outline how Contractor will work together with these partners to coordinate care and better serve individuals and Members. Contractor shall establish written memorandum of understanding with local care coordination entities that outline roles and responsibilities, avoidance of duplication of effort, and communication expectations. Contractor is responsible for streamlining the Member experience to ensure full range of Medicaid services are being offered and accessed based on the Member's needs. As applicable, a memorandum of understanding shall address partnerships with:

### 1.2.1.1. Regional Accountable Entities (RAE)

1.2.1.1.1. The RAE is responsible for coordinating for physical health services and providing and arranging for behavioral health services, including, but not limited to mental health services or other non-waiver behavioral services and supports available through Medicaid. The RAE promotes the population's health and functioning, coordinates care across disparate providers, interfaces with LTSS providers, and collaborates social, educational, justice, recreational, and housing agencies to foster healthy communities and address complex needs that span multiple agencies and jurisdictions. The RAE manages a network of primary care physical health providers and behavioral health providers to ensure access to appropriate care for Medicaid Members.

1.2.1.1.1.1. Contractor shall ensure collaboration with RAEs occurs for all shared Members that need care coordination services for physical and behavioral health services. Contractor shall identify which community agencies are responsible for facilitation, follow-up, and solution focused on next steps for each Member collaboration.

1.2.1.1.1.2. Contractor shall collaborate with the appropriate RAE when a Member needs assistance in accessing or coordinating the Member's physical, behavioral, or mental health needs. This shall include but is not limited to Members who have complex medical or behavioral support needs, change of conditions or involvement with Child Welfare or Adult Protection.

- 1.2.1.1.1.3. Coordinating with the RAE for shared Members who admit to a hospital, to include, but not limited to, communicating reasons for admission, Member's hospital status, and plans for discharge.
- 1.2.1.1.1.4. Collaborating with the RAE for shared Members discharging from the hospital to ensure all support needs are reflected in the Support Plan and the Member is connected to the necessary services to support a successful discharge.
- 1.2.1.1.1.5. Enter into a data sharing arrangement for the sharing of all necessary information for the RAE to assist Members in accessing and coordinating physical and behavioral health needs.
- 1.2.1.1.1.6. Contractor shall create a complex and creative solutions process with the RAE(s) and designated staff to address needs spanning multiple Medicaid systems for all shared Members. This shall include, but not be limited to, a regularly scheduled joint coordination meeting at a cadence that best meets the Member's needs to ensure holistic case management and care coordination. This process shall be made available upon request.
- 1.2.1.1.1.7. Contractor shall honor Member's preferences for case management and care coordination, when applicable, while ensuring collaboration with the RAE occurs.
- 1.2.2. Contractor shall work with the Department to identify a Key Performance Indicator (KPI) to measure the effectiveness of coordination between Contractor and RAE. Medicaid Eligibility Sites.
  - 1.2.2.1. County department of human/social services (counties) and Medical Assistance (MA) Sites are designated sites allowed by statute or certified by the Department of Health Care Policy and Financing (Department) to process the State-authorized Medical Assistance application for the programs that are administered by the Department and determine eligibility for said programs. The role of county departments, specified in CRS 25.5-1-118, is specific to the responsibility for the local administration of Medical Assistance. Additionally, the Department is authorized to establish MA sites by statute (CRS 25.5-4-205 et seq). Counties and MA Sites use the Colorado Benefits Management System (CBMS) to determine eligibility for Child Health Plan Plus (CHP+) and Health First Colorado (Colorado's Medicaid Program) programs.
  - 1.2.2.2. Contractor shall ensure collaboration with all county and Medical Assistance sites pertaining to application, renewal, case changes, or re-application status for Members in Contractor's designated service area.
  - 1.2.2.3. Contractor shall collaborate with the appropriate counties and/or Medical Assistance sites to ensure proper follow-up and communication to support Members in obtaining and maintaining their benefits.
- 1.2.3. Contractor shall collaborate with the Department, Accountable Care Collaborative Managed Care Entities (ACC MCEs) and Dual Special Needs Plan (DSNP) agencies to improve the effective management and coordination of care for dually-enrolled Medicare and Medicaid members over the term of the Contract.
  - 1.2.3.1. Contractor shall enter into documented agreements in accordance with the following requirements with each ACC MCE in Contractor's Designated Service Area to ensure

dually-enrolled Medicare and Medicaid Members receive the most effective and comprehensive care:

- 1.2.3.2. Contractor shall collaborate with ACC MCEs to document a Business Associate Agreement (BAA) and Memo of Understanding (MOU).
- 1.2.3.3. Contractor's MOU shall address, but not be limited to, the following:
  - 1.2.3.3.1. A brief definition/overview of each entity's work responsibilities.
  - 1.2.3.3.2. A list of the contact information for individuals or teams responsible for coordination between the two entities.
  - 1.2.3.3.3. Standards, processes, and workflows for cross-entity communication and coordination in various areas, which may include but is not limited to regular meetings, Member outreach, Member referrals, cross-entity coordination of services relative to work responsibilities.

### 1.3. Community Centered Boards

- 1.3.1.1. Community Centered Boards (CCB) are the agencies responsible for leveraging local and regional resources to meet unmet needs for individuals with Intellectual and Developmental Disabilities (IDD) and their families.
- 1.3.1.2. Contractor shall collaborate with CCBs, this may include, but is not limited to:
  - 1.3.1.2.1. Receiving referrals or sharing information necessary for the CCB and/or CMA to assist individuals and Members in accessing LTSS programs targeted for individuals with intellectual and/or developmental delays or disabilities.
  - 1.3.1.2.2. Coordinating care for non-waiver services for individuals and Members with intellectual and developmental delays or disabilities where applicable or appropriate.

### 1.4. Qualification and Training Requirements

- 1.4.1. Contractor's personnel, including, but not limited to, Case Manager(s) and Case Management Supervisor(s) shall meet all qualification requirements listed in 10 C.C.R. 2505-10, Sections 8.7203.A to 8.7204 et seq.
- 1.4.2. Contractor shall ensure all case managers meet the qualification requirements established in 10 C.C.R. 2505-10, Section 8.7203.A et seq.
- 1.4.3. Contractor shall ensure all staff assigned to perform the Work in this Contract pass competency-based training requirements as defined by the Department including, but not limited to disability/cultural competency, person centeredness, soft skills, as well as program specific knowledge and skills.
- 1.4.4. Contractor shall ensure that all case management staff receive training within 120 Calendar Days after the staff member's hire date and prior to being assigned independent case management duties for the specific topic/task. All other case management staff must receive retraining as required by the Department, a Department-approved vendor, or Contractor.
- 1.4.5. Contractor shall ensure that all case management staff review and attest to understanding Case Management Roles and Responsibilities within the Learning Management System within 120 Calendar Days after the staff member's hire date and prior to being assigned independent case management duties for the specific topic/task.

- 1.4.6. Training modalities may include the Departments Learning Management System (LMS), web-based training, virtual instructor-led training, in-person training sessions and training materials available on the Department website. Contractor shall utilize training materials provided by the Department.
- 1.4.7. Required Case Management Training includes, but is not limited to:
  - 1.4.7.1. Applicable Federal and State laws and regulations for LTSS programs
  - 1.4.7.2. At-Risk Diversion
  - 1.4.7.3. Community First Choice
  - 1.4.7.4. Critical Incident Reporting
  - 1.4.7.5. Determination of Developmental Disability or Delay
  - 1.4.7.6. Disability and Cultural Competency
  - 1.4.7.7. Intake and Referral
  - 1.4.7.8. Level of Care Screen
  - 1.4.7.9. Long-Term Services and Supports Eligibility
  - 1.4.7.10. Mandatory Reporting
  - 1.4.7.11. Notices and Appeals
  - 1.4.7.12. Nursing Facility Admissions
  - 1.4.7.13. Participant Directed Training
  - 1.4.7.14. Person-Centered Support Planning and Person-Centered Support Plan
  - 1.4.7.15. Pre-Admission Screening and Resident Review (PASRR)
  - 1.4.7.16. Rapid Reintegration
  - 1.4.7.17. State General Fund Program Ongoing Case Management
  - 1.4.7.18. State General Fund Program Requirements and Services
  - 1.4.7.19. System Documentation
  - 1.4.7.20. Waiver Requirements and Services
    - 1.4.7.20.1. **DELIVERABLE:** Case Management Training
    - 1.4.7.20.2. **DUE:** Semi-Annually, trainings held between July 1<sup>st</sup> and December 31<sup>st</sup> are due January 15<sup>th</sup>, and trainings held between January 1<sup>st</sup> through June 1<sup>st</sup> are due June 15<sup>th</sup>
- 1.4.8. Contractor shall maintain supporting documentation demonstrating case managers attended the required trainings and make the information available to the Department upon request. Supporting documentation must include the name and description of the training, the date the training was held, case managers in attendance, and trainer sign-off showing the case manager completed the training.
- 1.4.9. There will be no exemptions to the above list of required trainings as all case managers shall have a basic knowledge of all case management activities regardless of ongoing duties.

- 1.4.10. Contractor shall participate in Department and vendor trainings, which will be tracked by the Department. Participation can be at the time of the presented training or, if applicable, following the training using the materials available from the Department's website or LMS.
- 1.4.11. For Case Managers who have a documented minimum of one-year immediate prior work experience at a different Colorado CMA, Contractor may assign independent case management activities once Contractor has verified that the Case Manager's training requirements were previously met.
- 1.4.12. Contractor may elect to perform additional training not outlined in the Contract, but applicable to the Scope of Work, which may include mental health first aid, crisis intervention, and trauma informed care. Contractor may utilize the Department's Case Management Training Template to identify trainings attended that are not required by the Department.
- 1.4.13. Case Management staff are required to retake training to address and remediate performance concerns as directed by the Department.
- 1.4.14. Contractor shall provide the date all case management staff, including new and existing staff, were hired and the dates of received training in the areas identified in Section 1.2.3, using the reporting template provided by the Department for review, approval, and payment.
- 1.4.15. Case Managers shall receive oversight reviews of their performance including their competency with completing the Level of Care Screen. Contractor shall shadow case management staff completing the Level of Care Screen on an annual basis and prior to the end of each Contract Fiscal year to establish case manager's competency administering the Level of Care Screen. Documentation on case manager performance will be maintained by Contractor and provided to the Department upon request. Supervisors, lead workers, or a case manager with at least three years of case management experience may perform the shadowing.

## 1.5. Complaints

- 1.5.1. Contractor shall develop and maintain a formal complaints procedure, notify Members annually of the procedures, and make the procedure publicly available to include posting the procedure to Contractor's website. Procedures must include requirements for member notification in accordance with 10 CCR 2505-10 8.7201.D, and must include information about how members may file a grievance or escalate a complaint directly with the Department if it can't be remediated with Contractor, including a link to the Department's Member Complaints Webform and the Department's mailing, telephone, and email contact options for pursuing this process. Contractor shall receive, document, and track any complaint received by Contractor as it relates to the services provided through this Contract to include, but not limited to, general business functions, administration, State General Funded Programs, and case management functions outlined in this Contract. Complaints received outside of the scope of this Contract shall not be included. 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 and description of the resolution.
- 1.5.2. Contractor shall submit all complaints to the Community Advisory Committee for review, feedback, and input on resolving complaints.

- 1.5.3. Contractor shall analyze complaints for trends quarterly and shall submit all complaint-oriented trends observed since the Effective Date of this Contract and the remedial actions taken to address them to the Department.
- 1.5.4. Trend analysis shall include an examination of information including, but not limited to:
  - 1.5.4.1. A comparison of complaint types and number of complaints over a period of time.
  - 1.5.4.2. Number of type of complaints against Contractor, time, location, individual involved, staff involved, and/or any additional relevant information.
  - 1.5.4.3. An examination of potential reasons for the increase or decrease in complaints by total number, subcontractor, individual, or staff.
  - 1.5.4.4. An examination of preventative measures that can be implemented to reduce the number or frequency of future complaints.
  - 1.5.4.5. Implementation of a plan of action or any future actions to take place.
  - 1.5.4.6. An analysis of whether the plan of action and changes made were effective or if additional changes need to occur.
  - 1.5.4.7. As part of the complaint process Contractor shall include, but is not limited to, all of the following:
    - 1.5.4.7.1. Document complaints received.
    - 1.5.4.7.2. Address substantiated complaints.
    - 1.5.4.7.3. Respond to complaints received and document actions taken to resolve and/or mitigate complaints.
    - 1.5.4.7.4. Conduct a quarterly trend analysis of all complaints received for the full period of the Contract.
  - 1.5.4.8. Contractor shall maintain all supporting documentation related to the collection and follow-up to complaints and make it available to the Department upon request.
  - 1.5.4.9. If Contractor received no complaints during the quarter, Contractor may submit the Complaint Trends Analysis to the Department identifying no complaints were reported during the quarter.
  - 1.5.4.10. If Contractor received less than five complaints during the quarter and cannot establish a complaint trend, Contractor may submit the Complaint Trends Analysis to the Department with the complaint log that includes the date of complaint, name of the complainant, the nature of the complaint and the date and description of the resolution.
  - 1.5.4.11. Contractor shall submit the Complaint Trends Analysis to the Department for review and approval.
    - 1.5.4.11.1. **DELIVERABLE:** Complaint Trend Analysis
    - 1.5.4.11.2. **DUE:** Quarterly, by October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup> and June 15<sup>th</sup> of each year.
- 1.6. Continuous Quality Improvement Plan
  - 1.6.1. Contractor shall create and implement a Continuous Quality Improvement Plan for the contract period. The Continuous Quality Improvement Plan shall include, but not be limited to a description of the following:

- 1.6.1.1. How Contractor oversees the work performed by Case Managers as outlined in the contract to ensure all tasks are being performed according to the requirements.
- 1.6.1.2. How Contractor reviews work to determine whether the work is being completed in a correct and high-quality manner.
- 1.6.1.3. How Contractor identifies and addresses Case Management performance issues.
- 1.6.1.4. How Contractor notifies the internal CMA leadership and the Department of identified performance issues.
- 1.6.1.5. How Contractor adjusts the Continuous Quality Improvement Plan as deficiencies in case management quality are identified by the Contractor or the Department.
- 1.6.1.6. How Contractor will address at a minimum the following areas: operations, quality controls, staffing, training, and community engagement. Required tasks will be outlined in Department template that will be provided to Contractor yearly.
- 1.6.1.7. Contractor shall participate in Department hosted continuous quality improvement meetings, including but not limited to stabilization, quality improvement strategies, and performance and quality reviews.
- 1.6.2. Contractor shall submit the Continuous Quality Improvement Plan to the Department for review, approval, and payment. The Department will establish a regularly scheduled cadence with Contractor to review and discuss the Continuous Quality Improvement Plan, data, and agency specific quality dashboard. Contractor shall review the plan and metrics with the Department annually.
  - 1.6.2.1. **DELIVERABLE:** Continuous Quality Improvement Plan
  - 1.6.2.2. **DUE:** Within 90 Business Days after the Effective Date
- 1.6.3. Contractor shall review its Continuous Quality Improvement Plan on an annual basis and update the plan as appropriate to account for any changes.
  - 1.6.3.1. Contractor shall identify within the Continuous Quality Improvement Plan Update how Contractor addressed quality performance concerns during the prior contract year.
    - 1.6.3.1.1. Contractor will identify no less than three specific quality performance concerns requiring targeted internal performance evaluation, how Contractor addressed these quality performance concerns and is performing continuous internal evaluations of performance improvement.
- 1.6.4. Contractor shall submit the Continuous Quality Improvement Plan Update or document that the plan was reviewed, and changes were not required.
  - 1.6.4.1. **DELIVERABLE:** Continuous Quality Improvement Plan Update
  - 1.6.4.2. **DUE:** Annually, by October 1st
- 1.7. Appeals
  - 1.7.1. Contractor shall represent the Department and defend any adverse action in accordance with 10 CCR 2505-10 8.7202.R et seq., and 10 CCR 2505-10 Section 8.057 et. seq. in all HCBS, CFC, PACE, Hospital Back-Up Facilities, and Nursing Facility appeals initiated during this Contract. This section does not apply to State General Fund Programs. Contractor shall

coordinate with the Department for any adverse actions necessitating Department attendance at a hearing.

- 1.7.1.1. Contractor shall identify and disclose to the Department immediately, and no later than 45 Calendar Days prior to a scheduled appeal hearing, any conflict of interest that would interfere with Contractor's ability to represent the Department in any appeal.
- 1.7.2. Contractor shall represent its actions at Administrative Law Judge hearings when the individual or Member appeals a denial or adverse action affecting individual's or Member's program eligibility or receipt of services.
- 1.7.3. Contractor shall process appeals in accordance with schedules published by the State of Colorado Office of Administrative Courts and rules promulgated by the Department.
- 1.7.4. Contractor shall develop an Appeals Packet which contains all relevant documentation to support Contractor's denial or adverse action.
- 1.7.5. Contractor shall develop an Appeals Packet no later than 20 Business Days prior to the date of a scheduled hearing. If Contractor is notified of the Hearing with less than 20 Business Days prior to the date of the scheduled hearing, Contractor shall submit the Appeals Packet as soon as they are able and they shall document the reason for the late submission within the CCM.
- 1.7.6. Contractor shall submit exceptions when applicable and include all relevant information.
- 1.7.7. Contractor shall cooperate with the Office of the State Attorney General for any case in which it is involved.
- 1.7.8. Contractor shall document all appeals where Contractor attends any hearing in an Administrative Law Court.
- 1.7.9. Contractor shall make the Appeal Packets available to the Department upon request.
- 1.7.10. Contractor shall enter all Appeal Packets Created Dates and Court Decision Dates into the CCM system within 10 Business Days after packets being created and court hearings attended.
  - 1.7.10.1. Contractor shall receive reimbursement for all Appeals based on data entry into the CCM.

## 1.8. Critical Incidents

### 1.8.1. Critical Incident Reporting

- 1.8.1.1. Contractor shall be responsible for having policies and procedures to ensure all Critical Incident Reports (CIR) are entered in the CCM as soon as possible, but no later than 24 hours or one business day following notification regardless of staff work schedules or business hours that do not align with business hour requirements.
- 1.8.1.2. Contractor shall ensure all suspected incidents of abuse, neglect, and exploitation are immediately reported consistent with current statute; Section 19-3-301 through 19-3-318 C.R.S. Colorado Children's Code, Section 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 Section 26-3.1-102, C.R.S. (Social Services Code-Protective Services).
- 1.8.1.3. Contractor shall document all CIR follow-up information in accordance with Department direction in the CCM and maintain detailed documentation.

1.8.2. Critical Incident Follow-Up Completion and Entry

1.8.2.1. Contractor shall ensure all CIRs follow-up is completed and entered into the CCM within the timelines established by the Department and/or the Department's Quality Improvement Organization.

1.8.2.2. Timelines for follow-up are determined by the Department and depend on the type and severity of the CIR. The following are general timelines assigned to remediation and CIR follow up:

1.8.2.2.1. High Priority Follow Up- CIRs which require immediate attention and must be addressed to ensure the immediate health and safety of a waiver or CFC participant must be remediated within and responded to in the CCM within 24-48 hours.

1.8.2.2.2. Medium Priority Follow Up – CIRs which require additional information or follow up to ensure appropriate actions are taken and there is no immediate risk to the health and safety of the waiver or CFC participant must be completed in the CCM within three to four Business Days.

1.8.2.2.3. Low Priority Follow Up – CIRs that have been remediated by CMAs, have addressed immediate and long-term needs, have implemented services or supports to ensure health and safety, and those that have protocols in place to prevent a recurrence of a similar CIR but may require an edit to the CIR or additional information entered into the CCM. The follow-up for CIRs in this category must be completed and entered within five Business Days.

1.8.2.2.3.1. **PERFORMANCE STANDARD:** 90% of all CIRs assigned follow-up are completed and entered into the CCM within the timelines established by the Department and/or the Department's Quality Improvement Organization each quarter.

1.9. Critical Incident Report Administrative Review

1.9.1. Contractor shall conduct a Critical Incident Report Administrative Review upon direction from the Department.

1.9.2. Critical Incident Report administrative reviews shall be initiated by the Department and will require Contractor to upload documentation to the CCM as assigned. Contractor may be required to document that the reported incident of alleged Mistreatment, Abuse, Neglect, or Exploitation (MANE) was reported to law enforcement, per mandated reporting laws, and to adult/child protection services to be screened for additional investigation by the Colorado Department of Human Services as appropriate. The Department may also request that Contractor file a report with the Colorado Department of Public Health and Environment as necessary. Critical Incident Report administrative review may also require documentation of whether additional services might be needed as a result of the incident or gathering of additional documentation at the request of the Department.

1.9.3. Contractor shall be reimbursed for all critical incident reports through a Per Member Per Month (PMPM) payment for all Members enrolled in an HCBS waiver or CFC. Reimbursement will be based on all Members that are active in the CCM with Contractor and have an approved PAR in the Bridge.

1.10. Human Rights Committee (HRC)

- 1.10.1. Contractor shall establish an HRC. The HRC is composed, to the extent possible, of two professional persons trained in the application of behavior development techniques and three representatives comprised of one or more of the following: persons receiving Long-Term Care services, parents, Guardians, or Legally Authorized Representatives of persons receiving or whom have received Long-Term Care services, or persons with lived experience having long-term care needs, or persons caring for a loved one with long-term care needs. An employee or board member of a Provider Agency within Contractor's designated service area shall not serve as a member of the HRC.
- 1.10.2. Contractor shall establish and facilitate a Human Rights Committee (HRC) pursuant to 10 C.C.R. 2505-10 Section 8.7202.Q et seq. Contractor shall maintain qualifications for each member of the HRC and make it available to the Department upon request.
  - 1.10.2.1. **DELIVERABLE:** HRC Member List
  - 1.10.2.2. **DUE:** Annually, by August 15<sup>th</sup>
- 1.10.3. Contractor shall notify the Department of any changes to the HRC members within 10 Business Days of the date of change.
  - 1.10.3.1. **DELIVERABLE:** HRC Member Updates
  - 1.10.3.2. **DUE:** Within 10 Business Days following the date of change to the HRC members
- 1.10.4. Contractor shall establish at least one HRC as a third-party mechanism to safeguard the rights of persons enrolled in HCBS-CES, HCBS-CHRP, HCBS-SLS, HCBS-DD, State SLS, OBRA-SS, and FSSP. The HRC is an advisory and review body to the administration of Contractor.
- 1.10.5. Contractor shall develop policies and procedures which include, but are not limited to, HRC responsibilities for the committee's organization, use of Department required universal documents, the review process, mitigation of potential conflicts of interest, and provisions for recording dissenting opinions of committee members in the committee's recommendations.
- 1.10.6. Contractor shall orient members regarding the duties and responsibilities of the Human Rights Committee and make this information available to the Department upon request.
- 1.10.7. Contractor shall provide the HRC with the necessary staff support to facilitate its functions.
- 1.10.8. Contractor shall keep proper documentation and record of all HRC recommendations and ensure that all documentation is a part of the Members record in the CCM.
- 1.10.9. Contractor shall maintain HRC meeting minutes, attendance logs, and supporting documentation related to an HRC meeting and make it available to the Department within 10 Business Days upon request.
- 1.10.10. Contractor shall notify the Department in writing of any changes to the HRC membership within 10 Business Days.
- 1.10.11. Contractor shall document all reviews within the CCM within 10 Business Days following the date of the HRC review.
- 1.10.12. Contractor shall be reimbursed for all HRC activities through a PMPM payment for all Members enrolled in HCBS-CES, HCBS-CHRP, HCBS-DD, and HCBS-SLS.

Reimbursement will be based on Members that are active in the CCM with Contractor and have an approved PAR in the Bridge.

1.10.13. Contractor shall invoice the Department for all State SLS, OBRA-SS, and FSSP Members reviewed by the Human Rights Committee using the template created by the Department.

1.10.13.1. **DELIVERABLE:** Human Rights Committee Invoice for State SLS, OBRA-SS, FSSP

1.10.13.2. **DUE:** Monthly, by the 15<sup>th</sup>

## **2. PRE-ENROLLMENT ACTIVITIES**

### **2.1. LTSS LOC Referral, Intake, and Screening**

2.1.1. Contractor shall perform all long-term services and supports Level of Care referral, intake, and screening functions/activities for enrollment into the following waivers and programs:

2.1.1.1. Community First Choice (CFC)

2.1.1.2. Family Support Services Program (FSSP)

2.1.1.3. HCBS – Children with Complex Health Needs (HCBS-CwCHN)

2.1.1.4. Consumer-Directed Attendant Support Services (CDASS)

2.1.1.5. HCBS – Children’s Extensive Supports Waiver (HCBS-CES)

2.1.1.6. HCBS – Children’s Habilitation Residential Program Waiver (HCBS-CHRP)

2.1.1.7. HCBS – Community Mental Health Supports Waiver (HCBS-CMHS)

2.1.1.8. HCBS – Complimentary and Integrative health (HCBS-CIH)

2.1.1.9. HCBS – Developmental Disabilities Waiver (HCBS-DD)

2.1.1.10. HCBS – Elderly, Blind, and Disabled Waiver (HCBS-EBD)

2.1.1.11. HCBS – Brain Injury Waiver (HCBS-BI)

2.1.1.12. HCBS –Supported Living Services Waiver (HCBS-SLS)

2.1.1.13. Hospital Back-Up Program (HBU)

2.1.1.14. In Home Supports and Services (IHSS)

2.1.1.15. Intermediate Care Facilities for Individuals with Intellectual and Developmental Disabilities (ICF/IID)

2.1.1.16. Nursing Facilities (NF)

2.1.1.17. Omnibus Reconciliation Act of 1987 Specialized Services Program (OBRA-SS)

2.1.1.18. Program for All-Inclusive Care for the Elderly (PACE)

2.1.1.19. State Supported Living Services Program (State SLS)

2.2. Contractor shall perform all Long Term Supports and Services Level of Care (LTSS LOC) referral, intake, and screening functions/activities in accordance with §25.5-6-104, C.R.S. and 10 CCR 2505-10 Sections 8.7202.B. and 8.7202.E.

2.2.1. Contractor shall contact the individual within two Business Days following receiving the referral.

2.2.2. Contractor shall utilize the Colorado Intake Screening Tool to conduct the intake screening and shall conduct and document the intake screening in the CCM system within one Business Day of making contact with the individual to determine whether a Level of Care Screen is needed.

2.2.2.1. Individuals referred by hospitals and nursing facilities are not required to complete the Colorado Intake Screening Tool if the referral includes all required Medical Documentation necessary to determine a Level of Care Screen is needed.

2.2.3. The individual shall be informed of the right to receive a Level of Care Screen if the individual disagrees with the Case Manager's decision.

2.2.3.1. **PERFORMANCE STANDARD:** 100% of Referrals submitted to Contractor are entered in the CCM as a Referral Card within two Business Days following the referral receipt date.

2.2.3.2. Medical Documentation submitted with referrals by hospitals and nursing facilities shall be uploaded to the Referral Card in the CCM system.

### 2.3. Pre-Transition Case Management Activities

#### 2.3.1. General Requirement

2.3.1.1. Contractor shall complete all required Pre-Transition Case Management Activities ("Pre-Transition Activities") for any individual residing in a Nursing Facility (NF) whom a transition to Home and Community-Based Services (HCBS) is being planned by a Transition Coordination Agency. Pre-Transition Activities shall be initiated upon receipt of a completed Pre-Transition Collaboration Referral (PTCR) from the Member's Targeted Case Management – Transition Coordination Agency (TCM-TCA) and shall occur prior to the Member's discharge.

2.3.1.2. Contractor shall ensure that all Pre-Transition Activities are documented in the CCM system within timelines established by the Department.

2.3.1.3. Contractor shall designate a single, primary point of contact for all transition-related inquiries and coordination. The designated point of contact may delegate transition tasks to appropriate staff, as needed.

#### 2.3.2. Pre-Transition Person-Centered Support Planning

2.3.2.1. Contractor shall complete all Pre-Transition Support Planning activities necessary for service initiation in the community in alignment with 10 CCR 2505-10 Section 8.7202.J.

2.3.2.2. Contractor shall ensure all elements of the Pre-Transition Support Plan required to initiate HCBS or CFC services are completed and ready for implementation no later than the Member's planned date of discharge as agreed upon between nursing facility, CMA, individual, and TCA, and upon financial eligibility approval.

#### 2.3.3. Provider Selection and Setup

2.3.3.1. Contractor shall support the Member with provider choice consistent with conflict-free case management requirements and shall work collaboratively with the TC to complete the following prior to discharge:

2.3.3.1.1. Identifying available and willing HCBS, CFC, or other community providers;

2.3.3.1.2. Confirming provider capacity and ability to begin services upon discharge;

- 2.3.3.2. Once an available and willing provider has been identified, Contractor shall:
  - 2.3.3.2.1. Ensure necessary service arrangements, schedules, equipment, or supports are in place for the Member's first day in the community;
  - 2.3.3.2.2. Address and resolve barriers related to provider availability, service gaps, transportation, housing readiness, or other services needed upon discharge.
- 2.3.4. PAR Preparation and Service Authorization Readiness
  - 2.3.4.1. Contractor shall complete all tasks necessary to prepare a Prior Authorization Request (PAR) for HCBS or CFC services prior to discharge, including but not limited to:
    - 2.3.4.1.1. Drafting service scope, frequency, and duration in alignment with the Person Centered Support Plan;
    - 2.3.4.1.2. Preparing all documentation required for submission of the PAR to the Department or its designee.
    - 2.3.4.1.3. Contractor shall ensure the PAR is ready for submission upon confirmation of financial eligibility and shall coordinate with all necessary parties to ensure the Member can access services without delay.
    - 2.3.4.1.4. PAR submission remains subject to HCBS or CFC financial eligibility. Submission shall occur within 2 Business Days following notification of the transmittal of the benefit in the Bridge.
- 2.3.5. UR/UM Preparation for CFC and HCBS Services
  - 2.3.5.1. Contractor shall complete all documentation, assessments, and information required for Utilization Review and Utilization Management (UR/UM) prior to discharge, including:
    - 2.3.5.1.1. Ensuring the Direct Care Service Calculator (DCSC) and Support Plan service allocations are complete;
    - 2.3.5.1.2. Submission of all information required for pre-authorization review to UR/UM Contractor for review and approval;
    - 2.3.5.1.3. Coordinating with providers, RAEs, and other entities as needed to finalize UM-related materials.
- 2.3.6. Medicaid Financial Eligibility Coordination
  - 2.3.6.1. Contractor shall coordinate with Medical Assistance (MA) Sites and county departments as required under §1.2.2 of this Contract to ensure all Medicaid financial eligibility requirements necessary for HCBS enrollment are addressed prior to discharge.
  - 2.3.6.2. Contractor shall document all coordination activities within CCM.
  - 2.3.6.3. Eligibility coordination performed prior to discharge is a Pre-Transition Activity and is not reimbursable as TCM.
- 2.3.7. Transition Planning Meeting
  - 2.3.7.1. Contractor shall attend at least one Transition Planning Meeting prior to discharge for each transitioning Member. This meeting shall be convened by the Member's Targeted Case Management – Transition Coordination (TCM-TC) Transition Coordinator (TC). Contractor shall assist in facilitation of this meeting in collaboration with the Member's TC.

2.3.8. Documentation Requirements

- 2.3.8.1. Contractor shall document all Pre-Transition Activities in CCM within timelines established in this Contract, in a form and manner prescribed by the Department.
- 2.3.8.2. Contractor shall maintain clear, Member-specific documentation demonstrating:
  - 2.3.8.2.1. All Pre-Transition Support Planning work performed;
  - 2.3.8.2.2. Provider coordination efforts and outcomes;
  - 2.3.8.2.3. PAR preparation and UR/UM;
  - 2.3.8.2.4. Eligibility coordination;
  - 2.3.8.2.5. Transition meeting outcomes;
  - 2.3.8.2.6. Confirmation that Day-1 services are ready at discharge.

2.3.9. Pre-Transition PMPM Payment

- 2.3.9.1. Contractor shall be eligible to receive a Pre-Transition Per Member Per Month (PMPM) payment for activities outlined in 2.3. and as specified in Exhibit C, Rates, for Members transition to HCBS is being planned by a Transition Coordination Agency.
- 2.3.9.2. The Pre-Transition PMPM shall be paid for a maximum of three consecutive months per Member, unless prior written approval is granted by the Department.

2.3.10. Outcome-Based Payments

- 2.3.10.1. In addition to the Pre-Transition PMPM, Contractor may be eligible to receive outcomes-based payments for achieving specific pre-transition milestone outcomes as defined in this section.
  - 2.3.10.1.1. Outcome payments are one-time payments per Member per milestone contingent upon Department verification. Outcome payments shall not be paid for milestones that are incomplete, untimely, or lack sufficient documentation.
- 2.3.10.2. Pre-Transition Support Plan Completion Payment - Contractor shall be eligible to receive an outcome payment, as specified in Exhibit C, Rates, upon completion of a Pre-Transition Support Plan prior to the Member's discharge. To qualify for this payment, the following requirements must be met:
  - 2.3.10.2.1. The Pre-Transition Support Plan uploaded into the CCM;
  - 2.3.10.2.2. Service providers have been identified or documentation of good-faith effort to secure providers;
  - 2.3.10.2.3. Documentation in CCM demonstrating review of Transition Coordinator's Risk Mitigation Plan and risk mitigation strategies or contingency plans in place to address identified risks.
- 2.3.10.3. Day of Discharge PAR Approval Payment - Contractor shall be eligible to receive an outcome payment, as specified in Exhibit C, Rates, when a Prior Authorization Request (PAR) is submitted within two Business Days following day of discharge.
  - 2.3.10.3.1. PAR timeliness shall be verified through timestamps and approval status in the Bridge.

- 2.3.10.4. Person-Centered Support Plan Completion Payment - Contractor shall be eligible to receive an outcome payment, as specified in Exhibit C, Rates, when the Person-Centered Support Plan (PCSP) is completed in the CCM within 30 Calendar Days following the Member's financial eligibility determination. To qualify for this payment, the following requirements must be met and documented in CCM:
  - 2.3.10.4.1. Documented contact with the Member within 30 Calendar Days following the Member's discharge;
  - 2.3.10.4.2. Review of whether authorized services are meeting the Member's needs;
  - 2.3.10.4.3. Documentation of any updates or changes made per the Member contact; and
- 2.3.10.5. Signed authorization is documented in the CCM. PERFORMANCE STANDARD: 100% of outcome-based payments submitted by Contractor must meet all applicable milestone requirements, timeliness standards, and documentation requirements as specified in Section 2.3.10 and be fully completed and verifiable in the CCM system to be eligible for payment.
- 2.3.11. Division of Responsibility Between Pre-Transition Activities and TCM
  - 2.3.11.1. Pre-Transition Activities are not Targeted Case Management (TCM) activities and shall not be billed or reimbursed as TCM.
  - 2.3.11.2. Upon financial and programmatic enrollment into HCBS or CFC, all ongoing case management, monitoring, Support Plan updates, and service coordination shall occur under Targeted Case Management in accordance with 10 CCR 2505-10 §8.7600 et seq.
  - 2.3.11.3. Contractor shall not bill TCM/PMPM in the same month that they are reimbursed for Pre-Transition activities.
- 2.4. Intellectual and/or Developmental Disability and Developmental Delay Determinations
  - 2.4.1. Contractor shall determine whether an applicant meets the definition of an Individual with an Intellectual and/or Developmental Disability and Developmental Delay as defined under 10 CCR 2505-10, section 8. 7100.A, in accordance with 10 C.C.R. 2505-10 section 8.607.2 et seq.
  - 2.4.2. Contractor may expedite psychological or adaptive behavior testing for Intellectual and/or Developmental Disability and Developmental Delay Determinations when there are delays due to issues identifying a provider or scheduling testing with a provider in order complete the PASRR Level II assessments for individuals residing in skilled nursing facilities. Requests for testing funding must be submitted on the template prescribed by the Department.
  - 2.4.3. Contractor may request funding for testing necessary to complete Intellectual and/or Developmental Disability and Developmental Delay Determination to move forward with intake and referral activities. This includes cases where an applicant cannot access testing due to financial burden and other funding is not available if they have submitted a long-term care Medicaid application and the financial eligibility has not been determined. Requests for funding must be submitted to the Department for approval prior to funding being approved.
    - 2.4.3.1. **DELIVERABLE:** Prior Approval for Testing Funding and Invoice
    - 2.4.3.2. **DUE:** Monthly, by the 15<sup>th</sup>

- 2.4.3.3. Contractor shall maintain all supporting documentation related to the testing for DD Determination and make it available to the Department upon request.
- 2.4.4. Contractor shall complete the individual's determination record and assessment record in the CCM with all applicable dates and information within 10 Business Days after a determination is complete.
- 2.4.4.1. Contractor shall receive reimbursement for all determinations based on data entry into the CCM.
- 2.4.5. Contractor shall maintain the individual's determination, documents, and upload them to the CCM.
- 2.4.6. Contractor shall ensure that all determinations are complete, in accordance with Department regulations, and the individual has been determined to have a disability or delay prior to enrollment into HCBS-DD, HCBS-SLS, HCBS-CHRP (unless eligible through Serious Emotional Disturbance criteria), HCBS-CES, State SLS, FSSP, and OBRA-SS.
- 2.4.7. Individuals shall be notified at the time of the decision of the determination that they have the right to appeal actions of Contractor to 10 CCR 2505-10 sections 8.057 et seq., 8.7202.R et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.

## 2.5. Waiting List Management

- 2.5.1. Contractor shall maintain a program specific waiting list within the CCM for all eligible individuals for whom funding is not available. Waiting lists may be applicable for HCBS-DD, State SLS, OBRA-SS and FSSP dependent on available funding. Contractor shall not maintain a waiting list for any of the other programs included within this Contract.
- 2.5.2. Contractor shall determine HCBS-DD waiting list eligibility by conducting a Level of Care Screen that clearly documents how the individual meets the HCBS-DD waiver requirement for requiring access to 24-hour services and supports to meet daily living needs that allow them to live safely and participate in the community pursuant to 10 CCR 2505-10 8.7101.J et seq.
- 2.5.3. The name of a person eligible for the program shall be placed on the waiting list by Contractor making the eligibility determination.
- 2.5.4. When an eligible person is placed on the waiting list for Waiver services, a written notice of action including information regarding individual rights and appeals shall be sent to the person or the person's legal guardian in accordance with the provisions of 10 C.C.R. 2505-10 8.057 et seq.

When funding has been made available for an individual on the HCBS-DD Waiver waiting list, Contractor shall take the following action within 10 Business Days after the notification of availability (ASAA):

- 2.5.4.1. If the individual accepts the HCBS-DD Waiver enrollment, Contractor shall initiate enrollment in accordance with Section 8.720.2.G et seq. The individual shall remain in a pending enrollment status until enrollment is finalized and shall then be removed from the waiting list.
- 2.5.4.2. If the individual declines the HCBS-DD Waiver enrollment, Contractor shall update the individual's waiting list status in the CCM to "Safety Net."

- 2.5.5. The placement date used to establish a person's order on an HCBS waiver waiting list shall be:
  - 2.5.5.1. The date on which the person was initially determined to have a developmental disability by Contractor; or
  - 2.5.5.2. The 14<sup>th</sup> birth date if a child is determined to have a developmental disability by Contractor prior to the age of 14.
- 2.5.6. When an individual is eligible for a program and funding is not available, Contractor shall:
  - 2.5.6.1. Verify demographic information.
  - 2.5.6.2. Compile and correct data.
- 2.5.7. Contractor shall complete data entry of Waiting List record into the CCM within 10 Business Days following any addition or change to the Waiting List.
- 2.5.8. Contractor shall conduct and document, in the CCM, an annual review with individuals 18 and older for all HCBS waivers with a Waiting List timeline of ASAA, Safety Net (SN), or “specify date”.
  - 2.5.8.1. The annual review shall include updating demographic information, ensuring the individual is appropriately identified on waiting lists for the programs and services for which the individual may be eligible, and completion of all applicable options counseling and program review activities described below.
    - 2.5.8.1.1. Contractor shall engage the individual and/or guardian in ongoing, individualized options counseling that includes discussion of the individual’s current needs, goals, living situation, and risk factors related to health, safety, and community stability. Contractor shall provide comprehensive options counseling and, at least annually, a review of all potentially appropriate Long-Term Services and Supports and other programs that may meet the individual’s needs, including but not limited to Home and Community-Based Services (HCBS) waivers for which the individual may be eligible; Community First Choice (CFC); State General Fund programs, including State SLS, OBRA-SS, and the Family Support Services Program (FSSP), as applicable; Medicaid State Plan services; and other available community-based resources.
    - 2.5.8.1.2. Contractor shall explain the benefits, limitations, availability, and eligibility requirements of each option in plain language to support informed decision-making and shall ensure that options counseling is individualized and not limited to the program for which the individual is currently on a Waiting List. Contractor shall support the individual and/or guardian in identifying interim services and supports to address immediate needs while awaiting waiver enrollment, and shall assist individuals, families, and/or guardians in developing plans to prevent crisis, prepare for transitions, and support the individual’s ability to live in their home and community.
    - 2.5.8.1.3. Contractor shall document all options counseling and transition planning activities, including options discussed and the individual’s preferences or decisions.
- 2.5.9. Contractor shall enter annual review information within the CCM within 10 Business Days after the contact.

2.5.9.1. Contractor shall receive reimbursement for annual waiting list contacts based on data entry into the CCM.

2.5.9.2. **PERFORMANCE STANDARD:** 100% of HCBS individuals 18 and older with an ASAA, SN, or “specify date” timeline on the Waiting List are contacted annually and documented within the CCM within 10 Business Days.

## 2.6. Program Enrollment from the Waiting List

### 2.6.1. HCBS-DD Enrollment from the Waiting List

2.6.1.1. When an enrollment becomes available from the HCBS-DD Waiting List, the Department will notify Contractor of the individual who will be offered an enrollment by the order of selection date.

2.6.1.2. Contractor shall notify the individual of the enrollment offer within five Business Days. Contractor shall make three attempts on different days, at different times, and different communication modalities, if available, to contact the individual or legally authorized representative within a 30-calendar day period. Contractor shall document in the CCM all attempts to contact the individual for the enrollment offer. If the individual does not respond to the offer of enrollment, Contractor shall change the individuals waiting list timeline to “Safety Net”.

2.6.1.3. Individuals shall be notified at the time of the enrollment offer that they have the right to appeal the actions of Contractor to 10 CCR 2505-10 sections 8.7202.R et seq. and 8.057 et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.

### 2.6.2. HCBS-DD Waiting List Enrollment Capacity Building

2.6.2.1. As appropriated and earmarked by the General Assembly, Contractor may receive capacity building funding to support the enrollment of individuals into the HCBS-DD waiver from the waiting list.

2.6.2.2. Contractor shall receive written notification of any capacity building funding for individuals enrolling into the HCBS-DD waiver from the waiting list.

2.6.2.3. If funding is allocated, Contractor shall report how the capacity building funding was used to support the enrollment of the authorized Member(s) into the HCBS-DD waiver on a template developed by the Department. Funding must be used to support Member enrollment in the following categories:

2.6.2.3.1.1. Staffing costs

2.6.2.3.1.2. Recruiting and hiring

2.6.2.3.1.3. Professional development

2.6.2.3.1.4. Equipment and supplies

2.6.2.3.1.5. Information technology

2.6.2.3.1.6. Program costs

2.6.2.3.1.7. Advertising

2.6.2.3.1.8. Equipment and supplies

2.6.2.4. **DELIVERABLE:** Capacity Building Funding Expenses

2.6.2.5. **DUE:** Quarterly, if funding is allocated and as funding is expended, by October 31st, January 31st, April 30th, and June 15th or the Fiscal Year end close date determined by the Department

2.6.3. FSSP Enrollment from the Waiting List

2.6.3.1. In cooperation with the local Family Support Council, Contractor shall develop procedures for determining how and which individuals on the Waiting List will be enrolled into FSSP. These procedures must comply with Department regulations on waiting list and prioritization of funding.

2.6.3.2. Contractor shall select individuals from the waiting list to enroll into FSSP in accordance with 10 CCR 2505-10 8.7561 et seq.

2.6.4. State SLS Enrollment from the Waiting List

2.6.4.1. Contractor shall develop procedures for determining how and which individuals on the waiting list will be enrolled into the State SLS program in accordance with 10 C.C.R. 2505-10 Section 8.7560. These procedures shall be made available to the Department upon request and used to select individuals from the waiting list to enroll into State SLS.

2.6.5. OBRA-SS Enrollment from the Waiting List

2.6.5.1. Contractor shall determine when funding is not available within Contractor's existing State General Fund program allocation and notify the Department that additional funding is being requested to enroll the individual into OBRA-SS within 10 Business Days following the funding needs being identified.

2.6.5.2. Contractor shall place the individual on the waiting list until funding becomes available or Contractor may partially fund services when limited funding is available within existing allocations.

2.6.5.3. Contractor shall develop procedures for determining how and when individuals will be placed on the waiting list and make the procedures available to the Department upon request.

2.7. Compilation and Correction of Waiting List Data

2.7.1. Contractor shall maintain Waiting List records with 100% accuracy and correct 100% of Waiting List data errors discovered by the Department within 10 Business Days after the notification from the Department of an error.

2.7.1.1. **PERFORMANCE STANDARD:** 100% of Waiting List data corrected within 10 Business Days after the notification.

2.8. Authorization and Reporting of HCBS-DD Enrollments

2.8.1. Contractor shall have policies and the following procedures to ensure training and comprehensive oversight so that contractor complies with regulatory requirements in relation to HCBS-DD waiver enrollment, Department prescribed enhanced transition coordination, and waiting list management requirements:

2.8.1.1. Waiting List Management and Data Entry-to include 2.5.6 and 2.6 requirements;

2.8.1.2. Waiting List Annual Contact and Data Entry;

2.8.1.3. Department Prescribed Enhanced Transition Coordination;

- 2.8.1.4. Accurate Completion and Submission of HCBS-DD Waiver Enrollment Requests;
- 2.8.2. Contractor shall obtain prior authorization from the Department for all enrollments into the HCBS-DD waiver.
  - 2.8.2.1. In accordance with 10 CCR 2505 Section 8.7101.J, Contractor shall inform the Department of all vacancies in the HCBS-DD waiver. Vacancies shall be submitted to the Department monthly on the date and template prescribed by the Department.
- 2.8.3. Individuals shall be notified at the time of the enrollment authorization that they have the right to appeal the actions of Contractor to 10 CCR 2505-10 section 8.7202.R and 8.057 et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.
  - 2.8.3.1. **DELIVERABLE:** HCBS-DD Vacancy Reporting
  - 2.8.3.2. **DUE:** Monthly, by the 15th on the template prescribed by the Department
- 2.8.4. Contractor shall report all enrollment dates or changes to enrollment status for the HCBS-DD waiver to the Department monthly on the date and template prescribed by the Department.
  - 2.8.4.1. **DELIVERABLE:** HCBS-DD Enrollment Date and Enrollment Change Reporting
  - 2.8.4.2. **DUE:** Monthly, by the 15th on the template prescribed by the Department

### 3. ASSESSMENT AND ANNUAL REASSESSMENT

- 3.1. Contractor shall perform the Level of Care (LOC) Screen (ULTC 100.2 or Colorado Single Assessment LOC Screen) for each individual as directed by the Department and in accordance with §25.5-6-104, C.R.S. and 10 CCR 2505-10 Section 8.7202.E et seq.
  - 3.1.1. Contractor shall not perform both a ULTC 100.2 and Colorado Single Assessment LOC Screen for the same Member unless directed to do so by the Department.
- 3.2. Contractor shall provide staff that meet the case manager qualifications set forth in 10 CCR 2505-10 Section 8.7203.A to perform all LOC Screens.
- 3.3. Contractor shall utilize the Department prescribed tools for the LOC Screen for all new applicants.
- 3.4. Initial LOC Screens include the following Assessment Event types: Initial, HCBS-DD Waitlist, Deinstitutionalization (DI), and Reverse Deinstitutionalization. LOC Screen Reassessments include the following Assessment Event type: Continued Stay Review. LOC Screen Unscheduled Reviews include the following Assessment Event type: Unscheduled Review.
  - 3.4.1. **PERFORMANCE STANDARD:** Contractor shall ensure signed medical documentation required for all programs is uploaded into the CCM system prior to conducting the initial LOC Screen.
- 3.5. Contractor shall utilize streamline eligibility functionality in the CCM system to communicate the Level of Care Eligibility status to the appropriate eligibility site.
  - 3.5.1. A LOC Certification notice shall be provided to referring agencies such as PACE organizations, Nursing Facilities, or Hospitals upon obtaining written consent provided by the individual that meets HIPAA standards.
- 3.6. Contractor shall provide a Long-Term Care Notice of Action to individuals of all appealable actions related to their functional eligibility in a LTSS program as outlined in Section 8.7202.R.

- 3.7. Contractor shall follow 10 CCR 2505-10 Section 8.7202.Z.3 in regard to payment liability.
- 3.7.1. **PERFORMANCE STANDARD:** 100% of Initial LOC Screens and Annual LOC Screen Reassessments are conducted and documented in the CCM system within required timelines at 10 CCR 2505-10, Sections 8.7202.E et seq. and 8.7202.F et seq.
- 3.7.2. Contractor shall receive reimbursement for all initial and reassessment LOC Screens based on data entry into the CCM.
- 3.8. Colorado Single Assessment-Needs Assessment
  - 3.8.1. Contractor shall conduct and document the Needs Assessment for Members enrolled in HCBS and/or CFC as directed by the Department and in accordance with 10 CCR 2505-10 Section 8.7202.F et seq.
  - 3.8.2. **PERFORMANCE STANDARD:** 100% of Initial Needs Assessments and Annual Needs Assessments for Members enrolled in HCBS and/or CFC are conducted and documented in the CCM system within required timelines at 10 CCR 2505-10, Sections 8.7202.F et seq.
- 3.9. At-Risk Diversion
  - 3.9.1. Contractor shall:
    - 3.9.1.1.1. Outreach the identified At-Risk Diversion individuals in conjunction with timelines determined by the Department to ensure basic health and safety needs in the community are being met to avoid nursing facility placement, if applicable.
    - 3.9.1.1.2. Initial Outreach must occur within 10 Business Days following the Member's first occurrence on the At-Risk determination list, as indicated by the Department.
    - 3.9.1.1.3. Ongoing Outreach must occur within 90 Business Days if the Member has a subsequent occurrence on the At-Risk determination list as indicated by the Department.
    - 3.9.1.1.4. Members may opt out or decline At-Risk activities. In such cases, document this in the individual's record within the At-Risk Diversion Assessment in the CCM.
    - 3.9.1.1.5. At-Risk Diversion activities shall include, but are not limited to:
      - 3.9.1.1.5.1. Assessing the effectiveness of current support and services to determine if there is a need for additional resources, supports, and/or services.
      - 3.9.1.1.5.2. Support in assessing if the individual has become eligible for any other resources including community resources and other Medicaid resources.
      - 3.9.1.1.5.3. Documenting all At-Risk Diversion activities in detail in the CCM within 10 Business Days following the activity, which includes completing the At-Risk Diversion Assessment.
      - 3.9.1.1.5.4. Refer any Members needing transition coordination diversion services to the transition coordination agency within two Business Days following At-Risk outreach.
      - 3.9.1.1.5.5. Maintaining all supporting documentation and make it available to the Department upon request.
    - 3.9.1.1.5.5.1. **DELIVERABLE:** At-Risk Diversion Invoice
    - 3.9.1.1.5.5.2. **DUE:** Monthly, by the 15<sup>th</sup>

### 3.10. Rapid Reintegration

- 3.10.1. Contractor shall initiate Rapid Reintegration if applicable, during the LOC Screen for the program Nursing Facility.
  - 3.10.1.1. Contractor shall provide Members with information about community-based services, and options as an alternative to nursing facility/institutionalized care.
  - 3.10.1.2. Contractor shall facilitate Rapid Reintegration within the Care and Case Management (CCM) system if the Member expresses a desire to return to the community. Individuals may opt out or decline Rapid Reintegration activities. In such cases, Contractor shall document this in CCM.
  - 3.10.1.3. Contractor shall complete Rapid Reintegration barrier questions if the Member expresses interest in returning to the community, and complete one of the following action items as determined by the CCM: a Rapid Reintegration Plan, a Rapid Referral, or a Transition Escalation submission.
    - 3.10.1.3.1. Contractor shall complete all Rapid Reintegration activities as required by the Department within the specified timeframes.
  - 3.10.1.4. Contractor shall complete all referrals identified during the Rapid Reintegration process within two Business Days. This includes Rapid Referrals to the transition coordination agency and submission of Transition Escalation forms.
  - 3.10.1.5. Contractor shall complete the post Rapid Reintegration satisfaction survey at the next scheduled contact with the Member or within 90 Calendar Days following the transition, whichever is earlier. The Rapid Reintegration survey shall be completed with any Member transitioning from a Nursing Facility to the community who received a Rapid Reintegration Plan or Rapid Referral.
    - 3.10.1.5.1. **DELIVERABLE:** Rapid Reintegration Diversion Invoice
    - 3.10.1.5.2. **DUE:** Monthly, by the 15<sup>th</sup>

### 3.11. Interim Support Level Assessment

- 3.11.1. Contractor shall establish one point of contact for Interim Support Level Assessment (ISLA) related processes and communications.
- 3.11.2. Contractor shall conduct an ISLA for initial HCBS-DD and HCBS-SLS enrollments when criteria set forth at 10 C.C.R. 2505-10 Section 8.7202.AA et seq. are met, the Member has never had a Supports Intensity Scale (SIS) Assessment, and the Member is seeking Day Habilitation, Prevocational, Supported Employment Services and/or Residential Habilitation. Contractor shall not be reimbursed for an ISLA prior to the individual being determined eligible for a waiver through the Level of Care Screen and confirmation of financial eligibility.
- 3.11.3. Contractor shall conduct all initial ISLAs within 30 Calendar Days following the Member meeting both functional and financial eligibility.
- 3.11.4. Contractor shall upload the ISLA into the CCM within 10 Business Days following the assessment date.
- 3.11.5. Contractor shall complete the Department-prescribed ISLA invoice and submit it to the Department within 30 Calendar Days following the assessment date.

3.11.6. Contractor shall complete the ISLA and enter the Department-specified outcomes from the ISLA into the Bridge prior to completion of the Pre Prior Authorization (PPA) and before the PAR Start Date.

3.11.6.1. **DELIVERABLE:** Completed Interim Support Level Assessment Invoice

3.11.6.2. **DUE:** Within 30 Calendar Days following the Assessment Date

### 3.12. HCBS-CES Applications

3.12.1. Contractor shall complete initial and CSR applications for persons applying for the HCBS-CES waiver as set forth by the Department's prescribed guidelines.

3.12.2. Initial HCBS-CES applications shall be submitted to the designated entity for review no more than 30 Calendar Days after the initial LOC is completed or no more than 30 Calendar Days after the Applicant/family has chosen enrollment onto the HCBS-CES waiver.

3.12.3. CSR HCBS-CES applications shall be submitted to the designated entity in accordance with timelines as set forth by the Department in order to prevent any break in services.

3.12.4. Contractor shall maintain all HCBS-CES applications and supporting documentation and make it available to the Department upon request.

### 3.13. HCBS-CHRP Support Need Level Assessment

3.13.1. Contractor shall conduct a Support Need Level Assessment for all HCBS-CHRP enrollments and re-assessments as set forth by the Department's prescribed guidelines.

3.13.2. Contractor shall conduct an initial Support Need Level Assessment within 30 Calendar Days following the Member meeting both functional and financial eligibility. Contractor shall conduct all reassessments as necessary when individual's needs change.

3.13.3. Contractor shall submit a list of all completed HCBS-CHRP Support Need Level Assessments on a template prescribed by the Department.

3.13.3.1. **DELIVERABLE:** Completed HCBS-CHRP Support Need Level Assessment List

3.13.3.2. **DUE:** Monthly, by the 15<sup>th</sup>

3.13.4. Contractor shall maintain all Support Need Level Assessments and supporting documentation and make it available to the Department upon request.

3.13.4.1. **PERFORMANCE STANDAND:** Support Need Level Assessment

3.13.4.2. **DUE:** Within 10 Business Days following the Department's request

## 4. STATE GENERAL FUND PROGRAM OBLIGATIONS

### 4.1. Service and Support Requirements

4.1.1. Contractor shall administer the three State General Fund Programs: State SLS, OBRA-SS, and FSSP and purchase services and supports for persons determined to be eligible under this Contract. If Contractor has been determined to be the only willing and qualified provider by the Department for the Defined Service Area, Contractor must administer the State Programs and purchase and/or provide services and supports for persons determined to be eligible under this Contract. Contractor shall not be responsible for guaranteeing services to eligible persons under this Contract if there are no Providers available to provide services and supports. Contractor must ensure separation of case management responsibilities and the provision of services for both State SLS and OBRA-SS.

- 4.1.2. Contractor shall ensure that written notifications are provided to individuals and Members informing them of their rights and the potential influence Contractor has on the Support Planning process, such as exercising free choice of providers.
- 4.1.3. Contractor shall provide the individual, Members, and/or guardian with written information about how to file a provider agency complaint as well as how to make a complaint against Contractor. The information provided shall communicate that any Member active in a State General Fund program has the right to file a formal complaint with the CMA for any decision to modify, reduce, or deny services and supports following the CMAs established grievance and complaint procedure and the Department's guidelines in 10 CCR 2505-10 8.75201.D. In the event that the Member is unable to resolve their grievance with the CMA, the Member may submit a grievance form to HCPF using the prescribed process and form.
- 4.1.4. Contractor shall have procedures for a dispute resolution process, as described in 10 C.C.R. 2505-10, Section 8.7202.S et seq., when an action to terminate, change, reduce or deny services is initiated by the provider service agency.
- 4.2. State General Fund Service Expenditure Reporting
  - 4.2.1. Contractor shall report all State SLS, FSSP, and OBRA-SS direct service expenditures on the template provided by the Department. All services must be reported and reimbursed within the fiscal year the service is purchased or provided.
    - 4.2.1.1. **DELIVERABLE:** State General Fund Program Service Expenditure Reports
    - 4.2.1.2. **DUE:** Monthly, by the 15<sup>th</sup> of each month or Fiscal Year end close date determined by the Department for the month of June.
  - 4.2.2. Adjustments to direct service expenditures must be added to the next direct service expenditure report submitted by Contractor at the time of discovery. If the adjustment is identified after the close of the fiscal year the service is rendered, Contractor must report the adjustment to the Department within 10 Business Days following of discovery and a check must be sent to the Department with the amount of the overpayment in addition to details about the overpayment to include Member name, program, services, and dollar amount.
  - 4.2.3. Contractor shall verify all services are supported with required documentation as required in 10 C.C.R. 2505-10 Sections 8.7560 et seq., 8.7561 et seq., and 8.7202.V et seq.
- 4.3. State Supported Living Services (State SLS)
  - 4.3.1. General Requirements
    - 4.3.1.1. Contractor shall operate the State SLS program pursuant to 10 C.C.R. 2505-10 Section 8.7560et seq.
    - 4.3.1.2. Contractor shall not add surcharges to the purchase of covered services for State SLS.
    - 4.3.1.3. Contractor shall provide a list of qualified providers authorized and willing to provide State SLS services to Members and families, during the State SLS Individual Support Plan process, and to other interested parties upon request.
    - 4.3.1.4. Contractor shall provide or coordinate with local service providers 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 required in 10 C.C.R. 2505-10 Section 8.7560 et seq.

4.3.1.5. The Department will notify Contractor of the target number of individuals that shall be served through State SLS prior to the start of each State Fiscal Year (SFY). Contractor may choose to enroll more individuals in State SLS than authorized, ensuring all individuals can be served within the funding allocated. Target caseload is calculated using the unique number of Members that receive direct services during the contract period.

4.3.2. State SLS Eligibility

4.3.2.1. Contractor shall determine eligibility for the State SLS program pursuant to 10 C.R.S. 2505-10 Section 8.7560.B et seq.

4.3.2.2. Contractor shall provide options counseling for State SLS after it is demonstrated that the Member has applied for HCBS waiver services and explored long-term care services offered under the State Plan, including CFC, and has demonstrated that available Medicaid services cannot meet the Member's needs.

4.3.2.3. Contractor shall document any State SLS service needs for Member's enrolled in HCBS and/or CFC.

4.3.2.4. Eligibility for the State SLS program does not guarantee the availability of services and supports.

4.3.3. State SLS Individual Support Plans

4.3.3.1. Pursuant to 10 C.R.S. 2505-10 Section 8.7560.D et seq. all State SLS Members must have a State SLS ISP.

4.3.3.2. Contractor shall develop a State SLS Individual Support Plan (State SLS ISP) within 10 Business Days after an initial Individual Support Plan (ISP) meeting for those individuals not established with Contractor and with a Developmental Disability determination at time of referral. Contractor shall have up to 10 Business Days to complete additional meetings and/or assessments that allow for the creation of the State SLS ISP during this time. Contractor shall ensure the State SLS ISP is signed by all required parties prior to implementation.

4.3.3.3. The State SLS ISP shall be developed through an in-person meeting that includes, at a minimum, the individual seeking services and Contractor.

4.3.3.4. Contractor shall utilize the ISP within the CCM or upload a copy of the ISP to the CCM as directed by the Department.

4.3.3.5. Contractor shall document and finalize all ISP information in the CCM within 10 Business Days following the date of the initial ISP meeting.

4.3.3.5.1. **PERFORMANCE STANDARD:** Contractor shall ensure that 100% of the State SLS ISPs are developed within 10 Business Days following the individual's referral to a State General Fund program or after the initial ISP meeting.

4.3.3.6. The State SLS ISP shall be effective for no more than one year.

4.3.3.7. If an individual seeks additional supports or alleges a change in need, Contractor shall review and update the ISP prior to changing the authorized services and supports.

4.3.4. State SLS Ongoing Case Management

4.3.4.1. Contractor shall utilize appropriated funds to perform Case Management duties in accordance with 10 C.C.R. 2505-10 Sections 8.7202.V.4 and 8.7560.D-G:

- 4.3.4.1.1. Intake and referral.
- 4.3.4.1.2. Determining program eligibility.
- 4.3.4.1.3. Supporting individuals with learning and accessing other community resources.
- 4.3.4.1.4. Developing a State SLS Individual Support Plan to include:
  - 4.3.4.1.4.1. Addressing the Member's personal goals, functional needs, preferences, and services;
  - 4.3.4.1.4.2. Providing information for Members to make informed decisions regarding available services;
  - 4.3.4.1.4.3. Supporting Members with provider selection such as:
    - 4.3.4.1.4.3.1. Completing referrals,
    - 4.3.4.1.4.3.2. Conducting targeted and direct outreach to providers, and/or
    - 4.3.4.1.4.3.3. Assisting in scheduling meet and greets;
    - 4.3.4.1.4.4. Discussing strategies to prevent critical incidents;
    - 4.3.4.1.4.5. Explaining and providing policies, procedures, and processes in people-first and plain language as well as ensuring accessibility.
  - 4.3.4.1.5. Monitoring of the State SLS Individual Support Plan to include utilization review.
  - 4.3.4.1.6. Maintaining the determination of eligibility for services and supports.
  - 4.3.4.1.7. Program transition coordination as outlined in Section 8.7560.F.
  - 4.3.4.1.8. Service records maintenance as outlined in Sections 8.7201.G-H and 8.7202.X.
- 4.3.4.2. Contractor shall document all ongoing case management activities in detail in the CCM within 10 Business Days following the activity.
- 4.3.4.3. Contractor shall ensure all documentation for reimbursable ongoing case management activities is Member-specific and includes the nature and details of the activity, as well as any outcomes or follow-up actions.
  - 4.3.4.3.1. **PERFORMANCE STANDARD:** 100% of ongoing case management activities for State SLS shall be entered into the CCM within 10 Business Days following the date of the activity. Contractor shall be reimbursed for ongoing case management activities based on information entered into the CCM.
- 4.3.4.4. The use of mass email communication, robotic and/or automatic voice messages cannot be used to replace Contractor's required individualized case management activities.
- 4.3.5. State SLS Monitoring
  - 4.3.5.1. State SLS Monitoring shall be person-centered and include four monitoring contacts with the Member per support plan year using the individual's selected modality. Preference and need for in person or virtual monitoring contacts should be discussed with the Member and documented within the CCM.
    - 4.3.5.1.1. Contractor shall ensure the required monitoring activities and the ISP development are completed through separate contacts with the Member.

- 4.3.5.1.2. The Member's selected modality must be documented within the case notes for each monitoring contact within the CCM.
- 4.3.5.1.3. State SLS Monitoring activities shall include, but not be limited to:
  - 4.3.5.1.3.1. Monitoring all services and supports delivered pursuant to the State SLS Individual Support Plan.
  - 4.3.5.1.3.2. Assessing the effectiveness of the State SLS supports and services.
  - 4.3.5.1.3.3. Assessing if additional State SLS supports and services are needed.
  - 4.3.5.1.3.4. Support in assessing if the individual has become eligible for any other resources including community resources and other Medicaid resources.
  - 4.3.5.1.3.5. Reviewing health and safety concerns.
  - 4.3.5.1.3.6. Reviewing any Critical Incidents.
- 4.3.5.1.4. Contractor shall document all monitoring activities in detail in the CCM within 10 Business Days following the activity.
  - 4.3.5.1.4.1. Contractor shall ensure that all documentation for reimbursable monitoring contacts is Member-specific and includes, at a minimum: a summary of the ISP review; incident report trends or significant incidents; service utilization; Member satisfaction; Member's health, safety, and welfare; and any follow-up actions.
- 4.3.5.1.5. Contractor shall be reimbursed for monitoring activities based on information entered into the CCM.
  - 4.3.5.1.5.1. **PERFORMANCE STANDARD:** 100% of monitoring activities shall occur at the required quarterly interval.
- 4.3.6. State SLS Transfers
  - 4.3.6.1. Contractor shall manage State SLS transfers in accordance with 10 C.R.S 2505-10 Section 8.7202.M et seq.
- 4.3.7. State SLS Direct Services
  - 4.3.7.1. Contractor shall utilize appropriated funds to provide or subcontract with providers to provide services to support individuals with an intellectual and developmental disability living in the community in accordance with 10 C.C.R. 2505-10 Section 8.7560.H.
  - 4.3.7.2. Contractor may authorize approved HCBS-SLS waiver services and services to support independence in the community as outlined in 10 C.C.R. 2505-10 Section 8.7560.C to Members enrolled in State SLS. Contractor shall not utilize state funds for services delivered outside the State of Colorado without Department approval.
- 4.3.8. State SLS Records Maintenance
  - 4.3.8.1. Contractor shall maintain supporting documentation capable of substantiating all expenditures and shall make it available to the Department upon request as required in 10 C.C.R. 2505-10 Section 8.7560.H et seq.
  - 4.3.8.2. Receipts, invoices, and service logs must contain, at a minimum: Member name, service description, provider name, first and/or last date of service, service rate, and amount due or paid.

- 4.3.8.3. If Contractor does not maintain supporting documentation in the required format for all services rendered, the Department may recover these funds pursuant to 10 C.C.R. 2505-10 Section 8.076 et seq.
- 4.3.8.4. Through ongoing monitoring, Contractor shall ensure all services reimbursed by Contractor are rendered by service providers in accordance with the State SLS Individual Support Plan.
- 4.3.8.5. Contractor shall attempt to resolve any discrepancies with the service provider directly.
- 4.3.8.6. Contractor shall notify the Department of any instances of suspected fraud or waste, and any supporting documentation at the time of discovery.
- 4.3.8.7. Contractor shall notify all service providers that all records and supporting documentation related to services rendered through State SLS are subject to inspection and recovery by the Department pursuant to 10 C.C.R. 2505-10 Section 8.076 et seq.

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

4.4.1. Contractor shall provide or arrange for the provision of OBRA-SS to any individual where the Pre-Admission Screening and Resident Review (PASRR) Level II Evaluation identified the need for placement into a nursing facility and need for additional specialized services. Contractor shall ensure the OBRA-SS being provided are listed on the individual's Notice of Determination (NOD). Contractor shall ensure that OBRA-SS are related to the individual's intellectual or developmental disability or related condition and individualized to the resident's needs.

#### 4.4.2. PASRR Level II Evaluation

4.4.2.1. Contractor will review the PASRR Level II Evaluations received from the Skilled Nursing Facility or State appointed vendor prior to developing an OBRA-SS Individual Support Plan or providing services.

#### 4.4.3. Maintaining Eligibility and Enrollment

4.4.3.1. Contractor shall enroll individuals into OBRA-SS, if the individual resides in a nursing facility, demonstrates a need, and agrees to receive services.

4.4.3.2. Upon approval of the nursing facility admission by the State Intellectual Disability Authority and receipt of the Final Notice of Determination, Contractor shall send referrals to providers for OBRA-SS within 10 Business Days from the date the PASRR Notice of Determination is issued and/or received from the Skilled Nursing Facility or State appointed vendor.

4.4.3.3. Contractor shall maintain Member records within the CCM. All changes to OBRA-SS enrollments, shall be entered into the CCM within 10 Business Days following the change. The Department may adjust the number of authorized enrollments based on fluctuating enrollments. If the individual does not receive OBRA-SS within one calendar month Contractor shall inactivate the individual's record in the CCM.

#### 4.4.4. OBRA-SS Individual Support Plans

4.4.4.1. Contractor shall develop an OBRA-SS Individual Support Plan (ISP) within 10 Business Days after an initial ISP meeting for those individuals not established with Contractor and with a Developmental Disability determination at time of referral. Contractor shall have up to 10 Business Days to complete additional meetings and/or assessments that

allow for the creation of the OBRA-SS ISP during this time. Contractor shall ensure the OBRA-SS ISP is signed by all required parties prior to implementation.

- 4.4.4.2. The OBRA-SS ISP shall be developed through an in-person meeting that includes, at a minimum, the individual seeking services and Contractor.
- 4.4.4.3. Contractor shall provide a list of HCBS providers authorized and willing to provide OBRA-SS services to Members during the OBRA-SS ISP process. Contractor shall utilize the ISP template within the CCM or upload a copy of the ISP to the CCM as directed by the Department.
- 4.4.4.4. Contractor shall document and finalize all ISP information in the CCM within 10 Business Days following the date of the initial ISP meeting.
  - 4.4.4.4.1. **PERFORMANCE STANDARD:** Contractor shall ensure that 100% of the OBRA-SS Individual Support Plans are developed within 10 Business Days of the individual's referral to a State General Fund program or after the initial ISP meeting.
- 4.4.4.5. The OBRA-SS ISP shall be effective for no more than one year.
- 4.4.4.6. If a Member seeks additional supports or alleges a change in need, Contractor shall review and update the ISP prior to changing the authorized services and supports.
- 4.4.4.7. Contractor shall maintain all OBRA-SS ISPs and supporting documentation and make them available to the Department upon request.
- 4.4.5. OBRA-SS Ongoing Case Management
  - 4.4.5.1. Contractor shall utilize appropriated funds to perform Case Management duties to include:
    - 4.4.5.1.1. Intake and referral.
    - 4.4.5.1.2. Verifying a PASRR Level II Evaluation and Skilled Nursing Facility residency.
    - 4.4.5.1.3. Developing an OBRA-SS Individual Support Plan to include:
      - 4.4.5.1.3.1. Addressing the Member's personal goals, functional needs, preferences, and services;
      - 4.4.5.1.3.2. Providing information for Members to make informed decisions regarding available services;
      - 4.4.5.1.3.3. Supporting Members with provider selection such as:
        - 4.4.5.1.3.3.1. Completing referrals,
        - 4.4.5.1.3.3.2. Conducting targeted and direct outreach to providers, and/or
        - 4.4.5.1.3.3.3. Assisting in scheduling meet and greets;
        - 4.4.5.1.3.4. Discussing strategies to prevent critical incidents;
        - 4.4.5.1.3.5. Explaining and providing policies, procedures, and processes in people-first plain language as well as ensuing accessibility.
    - 4.4.5.1.4. Monitoring the OBRA-SS Individual Support Plan to include utilization review.
    - 4.4.5.1.5. Maintaining the determination of eligibility for services and supports.
    - 4.4.5.1.6. Providing service and support authorization and coordination.

- 4.4.5.1.7. Ensuring there is not a duplication of authorized services with the services provided in the nursing facility.
- 4.4.5.1.8. Program transition coordination as Members transfer to a new CMA or to a different program.
- 4.4.5.1.9. Service records maintenance as outlined in Sections 8.7201.G-H and 8.7202.X.
- 4.4.5.2. Contractor shall document all ongoing case management activities in detail in the CCM within 10 Business Days following the activity.
  - 4.4.5.2.1. Contractor shall ensure all documentation for reimbursable ongoing case management activities is Member-specific and includes the nature and details of the activity, as well as any outcomes or follow-up actions.
    - 4.4.5.2.1.1. **PERFORMANCE STANDARD:** 100% of ongoing case management activities for OBRA-SS shall be entered into the CCM within 10 Business Days following the date of the activity.
  - 4.4.5.3. Contractor shall be reimbursed for ongoing case management activities based on information entered into the CCM.
  - 4.4.5.4. The use of mass email communication, robotic and/or automatic voice messages cannot be used to replace Contractor's required individualized case management activities.
- 4.4.6. OBRA-SS Monitoring
  - 4.4.6.1. Monitoring shall be person centered and include four monitoring contacts with the Member per support plan year using the individual's selected modality. Preference and need for in person or virtual monitoring contacts should be discussed with the Member and documented in the CCM. The Member's selected modality must be documented within the narrative for each monitoring contact within the CCM.
  - 4.4.6.2. Contractor shall ensure the required monitoring activities and the OBRA-SS ISP development are completed through separate contacts with the Member. Monitoring activities shall include but not be limited to:
    - 4.4.6.2.1. Monitoring all services and supports delivered pursuant to the OBRA-SS ISP.
    - 4.4.6.2.2. Discussing the availability of HCBS waivers as a potential alternative to nursing facility services and documenting the Member's interest, if any, in exploring community-based living options. If the Member expresses interest, Contractor shall initiate appropriate referral or transition planning processes in accordance with applicable Contract requirements.
    - 4.4.6.2.3. Assessing the effectiveness of the supports and services.
    - 4.4.6.2.4. Assessing if additional supports and services are needed.
    - 4.4.6.2.5. Support in assessing if the individual has become eligible for any other resources including community resources or other Medicaid resources.
    - 4.4.6.2.6. Reviewing health and safety concerns.
    - 4.4.6.2.7. Reviewing any Critical Incidents.
    - 4.4.6.2.8. Contractor shall document all monitoring activities in detail in the CCM within 10 Business Days following the activity.

4.4.6.2.8.1. Contractor shall ensure that all documentation for reimbursable monitoring contacts is Member-specific and includes, at a minimum: a summary of the ISP review; incident report trends or significant incidents; service utilization; Member satisfaction; Member's health, safety, and welfare; and any follow-up actions.

4.4.6.3. Contractor shall be reimbursed for monitoring activities based on information entered into the CCM.

4.4.6.3.1. **PERFORMANCE STANDARD:** 100% of monitoring activities shall occur at the required quarterly interval.

#### 4.4.7. OBRA-SS Direct Services

4.4.7.1. Contractor shall not utilize OBRA-SS funds to purchase mental health related services. 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.

4.4.7.2. Contractor shall not utilize or authorize OBRA-SS funds to provide or purchase services and supports that are covered and provided by the nursing facility.

4.4.7.3. Contractor shall not utilize state funds for services delivered outside of the State of Colorado.

4.4.7.4. Contractor shall utilize appropriated funds to provide services or coordinate with a provider to support individuals with intellectual and developmental disabilities living in a nursing facility. Contractor shall not utilize funding for services that are provided by the Nursing Facility through Medicaid reimbursement. Services eligible through OBRA-SS include:

- 4.4.7.4.1. Assistive Technology
- 4.4.7.4.2. Behavioral Consultation
- 4.4.7.4.3. Behavioral Line Services
- 4.4.7.4.4. Behavioral Counseling
- 4.4.7.4.5. Behavioral Counseling Group
- 4.4.7.4.6. Behavioral Plan Assessment
- 4.4.7.4.7. Day Habilitation - Specialized Habilitation
- 4.4.7.4.8. Day Habilitation - Supported Community Connections
- 4.4.7.4.9. Dental – Basic
- 4.4.7.4.10. Dental – Major
- 4.4.7.4.11. Mileage
- 4.4.7.4.12. Other Public Conveyance
- 4.4.7.4.13. Prevocational Services
- 4.4.7.4.14. Recreational Facility Fees/Passes
- 4.4.7.4.15. Job Coaching – Individual
- 4.4.7.4.16. Job Coaching – Group

- 4.4.7.4.17. Job Development – Individual
- 4.4.7.4.18. Job Development – Group
- 4.4.7.4.19. Job Placement
- 4.4.7.4.20. Vision
- 4.4.7.5. Services must be provided in accordance with the service definitions found in 10 C.C.R. 2505-10 Section 8.7500 et seq.
- 4.4.8. OBRA-SS Records Maintenance
  - 4.4.8.1. Contractor shall maintain supporting documentation capable of substantiating all expenditures and shall make it available to the Department upon request as required in 10 C.C.R. 2505-10 Section 8.130.2 et seq.
    - 4.4.8.1.1. Receipts or invoices must contain, at a minimum: Member name, service description, provider name, first and/or last date of service, service rate, and amount due or paid.
  - 4.4.8.2. If Contractor does not maintain supporting documentation in the required format for all services rendered, the Department may recover these funds pursuant to 10 C.C.R. 2505-10 Section 8.076 et seq.
  - 4.4.8.3. Through ongoing monitoring, Contractor shall ensure all services reimbursed by Contractor are rendered by service providers in accordance with the OBRA-SS Individual Support Plan.
  - 4.4.8.4. Contractor shall attempt to resolve any discrepancies with the service provider directly.
  - 4.4.8.5. Contractor shall notify the Department of any instances of suspected fraud and any supporting documentation at the time of discovery.
  - 4.4.8.6. Contractor shall notify all service providers that all records and supporting documentation related to services rendered through OBRA-SS are subject to inspection and recovery by the Department pursuant to 10 C.C.R. 2505-10 Section 8.076 et seq.
- 4.4.9. Mental Health Services Prohibited
  - 4.4.9.1. 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.
  - 4.4.9.2. 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.
- 4.5. Family Support Services Program (FSSP)
  - 4.5.1. Contractor shall administer and provide or purchase Family Support Services pursuant to §25.5-10-305, C.R.S. and 10 C.C.R. 2505-10 Section 8.7561 et seq.
  - 4.5.2. Eligibility, Needs Assessment, and Prioritization of Families.
    - 4.5.2.1. Contractor shall determine individual eligibility for the FSSP pursuant to 10 C.R.S 2505-10 Section 8.7561.C.

- 4.5.2.2. Contractor shall provide options counseling for FSSP after it is demonstrated that the Member has applied for HCBS waiver services and has demonstrated that the waiver cannot meet the Member's needs.
- 4.5.2.3. Contractor shall document any FSSP service needs for Member's enrolled in HCBS.
- 4.5.2.4. After FSSP eligibility has been determined, Contractor shall conduct an FSSP Needs Assessment prior to authorizing services.
  - 4.5.2.4.1. Authorization of services shall be prioritized based on available funding and the results of the Needs Assessment, with priority given to Members and families with the highest level of need.
- 4.5.2.5. Contractor shall develop a Needs Assessment Tool that is, at a minimum, inclusive of all requirements outlined in 10 C.C.R 2505-10 Section 8.7561.F and have documented scoring criteria for the tool. The tool shall be included in Contractor's policies and procedures.
  - 4.5.2.5.1. **DELIVERABLE:** Needs Assessment Tool Template and Scoring Criteria
  - 4.5.2.5.2. **DUE:** Annually, by August 15th
- 4.5.2.6. Any revisions to the needs assessment tool template and scoring criteria must be submitted to the Department within 10 Business Days following the updated tool being implemented.
- 4.5.2.7. Contractor shall assess all families, both on the waiting list as "As Soon as Available" and currently receiving FSSP services, for level of need on an annual basis in accordance with 10 CCR 2505 Section 8.7561.F et seq.
- 4.5.2.8. Contractor shall upload all completed FSSP Needs Assessments and scoring sheet within the CCM within 10 Business Days following completion of the assessment.
  - 4.5.2.8.1. Contractor shall be reimbursed for most in need assessments based on information entered into the CCM.
- 4.5.2.9. The Department will notify Contractor of the target number of individuals that shall be served through FSSP prior to the start of each State Fiscal Year (SFY). Contractor may choose to enroll more individuals in FSSP than targeted, ensuring all individuals can be served within the funding allocated. Target caseload is calculated using the unique number of Members that receive direct services during the contract period.
- 4.5.3. Family Support Plans (FSP)
  - 4.5.3.1. Contractor shall ensure that individuals and families enrolled in the FSSP have an individualized Family Support Plan (FSP) which meets the requirements of an Individualized Plan, as defined in Section 25.5-10-202 et seq. and 25.5-10-211 C.R.S prior to receiving services.
    - 4.5.3.1.1. Families with multiple Members enrolled in FSSP may include all Members on a single FSP, with the family's agreement documented.
  - 4.5.3.2. The FSP shall be developed by, at a minimum, a family representative, and Contractor. Contractor shall ensure the FSP is signed by all required parties prior to implementation.
  - 4.5.3.3. The FSP shall be effective for no more than one year.

- 4.5.3.4. If the Member seeks additional supports or alleges a change in need, Contractor shall review and update the FSP prior to changing the authorized services and supports.
- 4.5.3.5. Contractor shall upload a copy of the FSP in the CCM within 10 Business Days following the FSP effective date.
- 4.5.4. FSSP Ongoing Case Management
  - 4.5.4.1. Pursuant to 10 C.R.S 2505-10 Section 8.7561.G Contractor shall provide case management for the FSSP, to include coordination of services provided for individuals with an IDD or Developmental Delay that consists of facilitating enrollment, assessing needs, locating, coordinating, and monitoring needed FSSP funded services, and monitoring the effective and efficient provision of services across multiple funding sources.
  - 4.5.4.2. Contractor shall not charge families to provide direct services and case management for Family Support Services.
  - 4.5.4.3. Contractor shall provide a list of qualified providers for appropriate services to applicants, Member(s), and families, during the individualized planning process, and to other interested parties upon request.
  - 4.5.4.4. Contractor shall utilize appropriated funds to perform case management duties in accordance with 10 CCR 2505 8.7561.G et seq. to include:
    - 4.5.4.4.1. Intake and referral.
    - 4.5.4.4.2. Determining initial and ongoing eligibility for the FSSP.
    - 4.5.4.4.3. Development, application assistance, and annual re-evaluation of the Family Support Plan (FSP) which shall be conducted at least once per year and include making changes to the FSP as indicated.
    - 4.5.4.4.4. Providing service authorization and support coordination to include but not limited to assessing the effectiveness of FSSP supports and services.
    - 4.5.4.4.5. Monitoring of the FSP to include ensuring all services and supports are delivered in accordance with the FSP and utilization review.
    - 4.5.4.4.6. Coordinating with families to obtain required documentation for services.
    - 4.5.4.4.7. Supporting the individual in assessing eligibility for other community and/or Medicaid resources.
    - 4.5.4.4.8. Program transition coordination as Members transition to a new CMA or change programs.
    - 4.5.4.4.9. Service records maintenance as outlined in Sections 8.7201.G-H and 8.7202.X.
  - 4.5.4.5. Contractor shall document all ongoing case management activities in detail in the CCM within 10 Business Days following the activity.
    - 4.5.4.5.1. Contractor shall ensure all documentation for reimbursable ongoing case management activities is Member-specific and includes the nature and details of the activity, as well as any outcomes or follow-up actions.

- 4.5.4.5.1.1. **PERFORMANCE STANDARD:** 100% of ongoing case management activities for FSSP shall be entered into the CCM within 10 Business Days following the date of the activity.
- 4.5.4.5.2. Contractor shall be reimbursed for ongoing case management activities based on information entered into the CCM.
- 4.5.4.5.3. The use of mass email communication, robotic and/or automatic voice messages cannot be used to replace Contractor's required individualized case management activities.
- 4.5.5. FSSP Direct Services
  - 4.5.5.1. Contractor shall utilize appropriated FSSP funds to purchase services and/or reimburse or advance funds to families for expenses that are incurred as a result of supporting the family and/or individual with an intellectual or developmental disability or delay living in the family home.
  - 4.5.5.2. Contractor shall only authorize and advance or reimburse services that are needed as a result of the individual's Intellectual and Developmental Disability or Developmental Delay and shall not be approved if the need is a typical age-related need. The correlation between need and disability must be documented in the FSP.
  - 4.5.5.3. Contractor shall ensure that all services are provided in the most cost-effective manner, meaning the least expensive manner to meet the need.
  - 4.5.5.4. Contractor shall ensure that all services are authorized pursuant to the FSP.
  - 4.5.5.5. Contractor shall utilize FSSP funds to provide funding to families for expenses referenced in §25.5-10-305(a-j), C.R.S and 10 C.R.S. 2505-10 Section 8.7561.D Contractor shall not authorize or provide any service that is not outlined in these regulations.
  - 4.5.5.6. Contractor shall ensure the authorized services through FSSP are not duplicative of other resources the family has access to, including HCBS, CFC, third party insurance, etc.
  - 4.5.5.7. Contractor shall prioritize funding for the FSSP pursuant to 10 CCR 2505-10 Section 8.7561.F et seq.
  - 4.5.5.8. Contractor shall not utilize state funds for services delivered outside the State of Colorado without Department approval.
- 4.5.6. Family Support Council
  - 4.5.6.1. Contractor shall establish and maintain a Family Support Council (FSC) pursuant to §25.5-10-304 et seq., C.R.S. and 10 C.C.R. 2505-10 Section 8.7561.B et seq.
  - 4.5.6.2. Contractor shall ensure that the FSC is comprised primarily of individuals in services, family members, and guardians of individuals enrolled in FSSP.
  - 4.5.6.3. Contractor shall ensure that all FSC members understand their roles and responsibilities relative to both the FSC and the CMA. Contractor shall ensure that all FSC members understand conflict of interest protocols and the process by which the CMA operationalizes the FCS recommendations for the benefit to all FSSP Members and families.
  - 4.5.6.4. Contractor shall submit a list of FSC members annually.

- 4.5.6.4.1. **DELIVERABLE:** FSC Member List
- 4.5.6.4.2. **DUE:** Annually, by August 15<sup>th</sup>
- 4.5.6.5. Contractor shall notify the Department in writing of any changes to the FSC within 10 Business Days.
- 4.5.6.5.1. **DELIVERABLE:** FSC Member Updates
- 4.5.6.5.2. **DUE:** Within 10 Business Days following the date of change to the FSC members
- 4.5.6.6. Contractor shall provide orientation and training to all FSC members on the duties and responsibilities of the FSC. The training and orientation shall be documented with a record of the date of the training, who provided the training, training topic, and names of attendees. Contractor shall make the training and orientation materials available to the Department upon request.
- 4.5.6.7. Contractor shall ensure the FSC fulfills all duties outlined in 10 C.C.R. 2505-10 Section 8.7561.B et seq. Contractor shall document the meeting minutes and submit them to the Department. Contractor shall maintain all supporting documentation related to an FSC meeting and make it available to the Department upon request.
- 4.5.6.7.1. **DELIVERABLE:** FSC Meeting Minutes
- 4.5.6.7.2. **DUE:** Monthly, by the 15<sup>th</sup> of each month and by June 30<sup>th</sup>
- 4.5.7. FSSP Annual Report and Evaluation
- 4.5.7.1. In coordination with the FSC, Contractor shall be responsible for evaluating the effectiveness of the FSSP on an annual basis. Contractor shall ensure the annual program evaluation addresses all areas required in 10 CCR 2505-10 Section 8.7561.I et seq.
- 4.5.7.2. Contractor shall create and submit an FSSP Annual Report and Evaluation to the Department. The FSSP Annual Report and Evaluation shall contain all requirements outlined in 10 CCR 2505-10 Section 8.7561.K et seq. Council member signatures approving the report must be submitted as a separate attachment to the deliverable.
- 4.5.7.3. Contractor must ensure the Annual Report and Evaluation does not contain Member PHI.
- 4.5.7.4. Contractor shall provide the Annual Report and Evaluation to the Department for review and distribute the report to all FSSP Members and interested parties via email, mail, or website.
- 4.5.7.4.1. **DELIVERABLE:** FSSP Annual Report and Evaluation and Council Signature Page
- 4.5.7.4.2. **DUE:** Annually, by October 1<sup>st</sup>
- 4.5.8. FSSP Records Maintenance
- 4.5.8.1. Contractor shall maintain supporting documentation capable of substantiating all expenditures and reimbursements made to providers, Members and/or families.
- 4.5.8.2. When Contractor purchases services or items directly for Members and/or families, Contractor shall:
  - 4.5.8.2.1. Maintain receipts or invoices from the service provider and documentation demonstrating that the provider was paid by Contractor.

- 4.5.8.2.1.1. Receipts or invoices must contain, at a minimum: Member and/or family name, provider name, first and/or last date of service, item(s) or service(s) purchased, item(s) or service(s) cost and amount due or paid.
- 4.5.8.3. When Contractor reimburses Members and/or families for services or items, Contractor shall:
  - 4.5.8.3.1. Ensure the Member and/or family provides Contractor with receipts or invoices prior to reimbursement.
  - 4.5.8.3.2. Maintain receipts or invoices from the Member and/or family, and documentation demonstrating that the individual and/or family was reimbursed by Contractor.
  - 4.5.8.3.3. Ensure all receipts or invoices provided by the Members and/or family contain, at a minimum: Member and/or family name, provider name, first and/or last date of service, item(s) or service(s) purchased, items(s) or service(s) cost, and amount paid.
- 4.5.8.4. When Contractor provides funding to Members and/or families for the purchase of services or items in advance, Contractor shall include, but is not limited to:
  - 4.5.8.4.1. Establish policies and procedures outlining Contractor's processes for advancing funds, ensuring supporting documentation is received by the Member and/or family, and remedial action steps Contractor will take if supporting documentation is not received. The policies and procedures shall identify timelines and shall be made available to the Department upon request.
  - 4.5.8.4.2. Notify the Member and/or family that they are required to submit invoices or receipts to Contractor of all purchases made prior to the close of the State Fiscal Year.
  - 4.5.8.4.3. Ensure the Member and/or family provides Contractor with receipts or invoices.
  - 4.5.8.4.4. Maintain receipts or invoices from the Members and/or family, and documentation demonstrating that the Members and/or family was provided with advanced funds by Contractor.
  - 4.5.8.4.5. Ensure all receipts or invoices provided by the Members and/or family contain, at a minimum: Members and/or family name, provider name, first and/or last date of service, item(s) or service(s) purchased, items(s) or service(s) cost, and amount paid.
  - 4.5.8.4.6. Contractor shall ensure the documentation received by the Member and/or family indicates that the amount was paid.
  - 4.5.8.4.7. If a Member and/or family does not submit invoices or receipts, Contractor shall document all attempts to obtain receipts or paid invoices and any remedial action taken. Contractor shall make all supporting documentation available to the Department upon request.
  - 4.5.8.4.8. If Contractor cannot provide supporting documentation as described in this section, the Department may recover any unsubstantiated expenditure from Contractor.
- 4.5.8.5. Contractor shall ensure supporting documentation is recorded for all FSSP dollars for multiple family services to include a detailed description of the service provided and the date(s) of service.

- 4.5.8.5.1. Contractor shall ensure all program expenses related to multiple family expenses can be substantiated through time tracking, wage costs, benefit costs, or any other supporting documentation to verify expenses related to proving the services.

## 5. DATA ENTRY, DATA MONITORING, AND OVERSIGHT

### 5.1. Individual/Member Records

#### 5.1.1. Contractor shall:

- 5.1.1.1. Comply with all reporting and billing policies and procedures established by the Department, document individual and Member records within the CCM and adhere to the system requirements provided by the Department for these systems. Systems include, but are not limited to, the Colorado interChange Medicaid Management Information System (MMIS) and its subsystems: Bridge HCBS PAR subsystem and the Care and Case Management (CCM) System. Contractor shall have access to Member eligibility, PAR, and claims data through reporting provided through a COGNOS data query application. Contractor shall have access to Member Health First Colorado benefits information through PEAKPro.
- 5.1.1.2. Comply with all data entry guidelines for report-based Contract payments posted by the Department.
- 5.1.1.3. Maintain individual and Member records within the CCM for the purposes of individual and Member information management.
- 5.1.1.4. Maintain accurate and detailed documentation of all case management and State General Fund Program activities required through the Contract.
- 5.1.1.5. Maintain accurate and detailed supporting documentation of all activities required through this Contract to substantiate reimbursement and make all documentation available to the Department upon request if not documented within the CCM.
- 5.1.1.6. Correct 100% of data errors discovered by the Department and confirm the accuracy of the data entered into the CCM within 10 Business Days after the notification from the Department of an error.
  - 5.1.1.6.1. **PERFORMANCE STANDARD:** 100% of data errors corrected within 10 Business Days after the notification.
- 5.1.1.7. Develop and implement a plan to conduct, at minimum, an annual data integrity review. That includes, but is not limited to, the following:
  - 5.1.1.7.1. Member program records completeness and accuracy as directed by the Department.
  - 5.1.1.7.2. Member demographic information completeness and accuracy.
  - 5.1.1.7.3. Member care team provider and team staff accuracy and completeness, as directed by the Department.
    - 5.1.1.7.3.1. **DELIVERABLE:** Data Integrity and Data Quality Policies and Procedures
    - 5.1.1.7.3.2. **DUE:** Annually, October 1<sup>st</sup> after the Contract Start Date or within 10 Business Days as revisions are made.

### 5.2. Systems Access and Training

- 5.2.1. Contractor shall develop and implement policies and procedures to internally oversee data integrity and data quality to include but not limited to how Contractor will:
  - 5.2.1.1. Ensure all staff receive the required systems training as specified in this Contract.
  - 5.2.1.2. Be responsible for management of user access and revocation for required systems to include the CCM, MMIS, Bridge, COGNOS, and PEAKPro.
    - 5.2.1.2.1. Ensure all revocation forms are submitted immediately upon knowledge of license user's separation of employment.
  - 5.2.1.3. Ensure all provision forms are reviewed and submitted accurately and completely. Any forms submitted without all necessary information are subject to resubmission and delay.
  - 5.2.1.4. Conduct an internal audit of all provisioned user licenses monthly or quarterly to ensure that the list of users is up to date, permissions are accurate, and revocation forms are submitted on time.

## 6. ACCOUNTING

- 6.1. 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.
- 6.2. Contractor shall establish and maintain internal control systems and standards that apply to the operation of the organization.
- 6.3. Contractor shall assure, all financial documents are filed in a systematic manner to facilitate audits, all prior years' expenditure documents are maintained for use in the budgeting process and for audits, and records and source documents are made available to the Department, its contracted representative, or an independent auditor for inspection, audit, or reproduction.
- 6.4. Contractor shall establish any necessary cost accounting systems to identify the application of funds and record the amounts spent.
- 6.5. Contractor shall document all transactions and funding sources, and this documentation shall be available for examination by the Department within 10 Business Days following the Department's request.
  - 6.5.1. **DELIVERABLE:** Transaction and Funds Documentation
  - 6.5.2. **DUE:** Within 10 Business Days following the Department's Request

## 7. SUBRECIPIENT STATUS AND REQUIREMENTS

- 7.1. 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 (Uniform Guidance); 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.
- 7.2. Single Audits
  - 7.2.1. Under the Final Rule, all Non-Federal Entities, as defined in the Final Rule, expending \$1,000,000.00 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.

- 7.2.2. Contractor shall notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed \$1,000,000.00.
- 7.2.3. If the expected or actual expenditures of federal assistance from all sources do not equal or exceed \$1,00,000.00 Contractor shall provide an attestation to the State that they do not qualify for a Single Audit.
- 7.2.4. Pursuant to the Final Rule §200.512 (a)(1) the Single Audit must be completed and submitted to the Department within the earlier of 30 Calendar Days after receipt of the auditor's report(s), or nine 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.
  - 7.2.4.1. **DELIVERABLE:** Single Audit
  - 7.2.4.2. **DUE:** Within the earlier of 30 Calendar Days after receipt of the auditor's report(s), or nine months after the end of the audit period
- 7.2.5. If Contractor did not receive enough federal funds to require a Single Audit, Contractor shall submit an attestation form stating a Single Audit was not required utilizing the Department's template.
  - 7.2.5.1. **DELIVERABLE:** Attestation Form
  - 7.2.5.2. **DUE:** Within the earlier of 30 Calendar Days after receipt of the auditor's report(s), or nine months after the end of the audit period
- 7.2.6. The audit period shall be Contractor's fiscal year.

### 7.3. Treatment of Funds

- 7.3.1. All funding identified as a subaward with matching federal dollars received through this Contract is subject to the requirements within Uniform Guidance.
  - 7.3.1.1. All subawards must be used on allowable expenses associated with performing the activities outlined in this Contract and on allowable expenses per Uniform Guidance.
  - 7.3.1.2. Any subawards not used on the activities outlined in this Contract is subject to recovery at the end of the Period of Performance as identified by the Department.

### 7.4. Subcontracting Subawards

- 7.4.1. Contractor shall ensure any Subcontractors performing activities outlined in this Contract on behalf of Contractor fulfill all obligations outlined within this Contract and all obligations of a subrecipient.

## 8. FINANCIAL TRANSPARENCY

- 8.1. Contractor shall comply with all transparency requirements pursuant to C.R.S. Title 25.5-6-1708.
- 8.2. Contractor shall ensure all documents are available on Contractor's website in an easily accessible location and format. Board of Director or Governing Body Changes
  - 8.2.1. Contractor shall notify the Department in writing of any changes to the Board of Directors or Governing Body within 10 Business Days.
    - 8.2.1.1. **DELIVERABLE:** Written notification of changes to Board of Director or Governing Body membership
    - 8.2.1.2. **DUE:** Within 10 Business Days following the effective date

## **9. COMPENSATION AND INVOICING**

### **9.1. State General Fund Program Allocations**

- 9.1.1. The Department will notify Contractor in writing of Contractor's individual allocation for State SLS, OBRA-SS, and FSSP for each State Fiscal Year.
- 9.1.2. Reimbursement for activities and services performed by Contractor shall not exceed the maximum amount identified in Contractor's individual allocation. Activities and services must be rendered during the State Fiscal Year.
- 9.1.3. The Department, in its sole discretion, may increase or decrease Contractor's individual allocations under this Contract by notifying Contractor's Representative. Increases or decreases in the amount of State funding during the term of this Contract may be made by written notice by the Department to Contractor or by amendment of the Contract. The circumstances may include but shall not be limited to:
  - 9.1.3.1. If necessary to fully utilize program appropriations.
  - 9.1.3.2. Adjustments to reflect prior year final contract utilization and current year expenditures.
  - 9.1.3.3. Supplemental appropriation changes resulting in an increase or decrease in the amounts originally appropriated and available for the purposes of this program.
  - 9.1.3.4. Closure of programs and/or termination of related contracts.
  - 9.1.3.5. Delay or difficulty in implementing new programs or services.
  - 9.1.3.6. Other special circumstances as deemed necessary by the Department.
  - 9.1.3.7. Changes in Member utilization due to changing needs, new enrollments, terminations, and/or delays in services.
  - 9.1.3.8. Target caseloads not being met.

### **9.2. State General Fund Program Target Caseloads**

- 9.2.1. The Department will notify Contractor in writing of the target number of individuals that shall be served in State SLS, OBRA-SS, and FSSP prior to the start of each State Fiscal Year.
- 9.2.2. Contractor may choose to enroll more individuals in State SLS, OBRA-SS, and FSSP than authorized, ensuring all individuals can be served within the funding allocated.
- 9.2.3. Target caseload is calculated by the Department using the unique number of Members that receive direct services during the contract period.
- 9.2.4. Contractor shall enroll Members into OBRA-SS if the need for services is identified through the PASRR Level II and shall notify the Department if sufficient funding is not available in Contractor's individual allocation to support the individual's needs or to enroll a Member into the program.
- 9.2.5. Contractor shall redirect unallocated funding from one State General Fund program to another to fully utilize funding allocated and best serve Member needs within the Defined Service Area. Contractor shall notify the Department if Contractor cannot use all of the funding allocated for State General Fund programs or if Contractor has additional funding needs that could support Members with unmet needs during the Fiscal Year.

### **9.3. State General Fund Program Compensation**

- 9.3.1. The compensation under this Contract shall consist of rates-based reimbursement intended to cover the costs of all State General Fund activities provided through this Contract. The Department shall pay Contractor for the State SLS and OBRA-SS activities at the rates specified in Exhibit C, Rates. Direct services for State SLS and OBRA-SS shall be reimbursed at the corresponding HCBS-SLS rates posted and distributed on the Department's website on the Provider Rates and Fee Schedule. Contractor shall be reimbursed for services that have individual support level rates at the level four rate for State SLS and at the level six rate for OBRA-SS. Allowable State SLS or OBRA-SS services that do not have a corresponding HCBS-SLS equivalent rate should be billed at one dollar per unit. The Department shall pay Contractor for FSSP activities at the rates specified in Exhibit C, Rates. Direct services for FSSP shall be reimbursed at one dollar per unit.
- 9.3.2. The liability of the State, at any time, for such payment shall be limited to the unexpended amount remaining of such funds available to the Department.
- 9.3.3. Payments shall be made in accordance with rates as specified in Exhibit C, Rates of this Contract as determined by the Department and may be amended during the term of the contract using an Option Letter. When Contractor's maximum allocation of State funding has been paid to Contractor, no additional funds shall be provided under this Contract.
- 9.3.4. Payment pursuant to this Contract is contingent upon 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.
- 9.3.5. The rates specified in Exhibit C; Rates are determined by the approved appropriation from the Colorado General Assembly. The Department, at its discretion, shall have the option to increase or decrease these rates as the Department determines is necessary based on its approved appropriation or to correct an administrative error in rate calculations. To exercise this option, the Department shall provide written notice to Contractor in a form substantially similar to the Sample Option Letter in the original Contract, and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date. The Department may modify the rates shown in this section based on the Medicaid Provider rate increases or decreases authorized by the Colorado legislature or due to an administrative error. If the Department does modify these rates, the Department may modify them using an Option Letter.
- 9.3.6. The rates for State SLS and OBRA-SS direct services will be posted on the Department's website on the HCBS-SLS Provider Rates and Fee Schedule. Contractor shall bill all FSSP direct services at one dollar per unit. Allowable State SLS or OBRA-SS services that do not have a corresponding HCBS-SLS equivalent rate should be billed at one dollar per unit.
- 9.4. Adjustments to Fund Disbursement Amounts
  - 9.4.1. The Department reserves the right to adjust 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:
  - 9.4.2. Contractor does not achieve the Performance Standards identified for each program.
- 9.5. Case Management Agency Compensation
  - 9.5.1. The compensation under this Contract shall consist of rates-based reimbursement intended to cover the costs of all activities provided through this Contract.

9.5.2. Contractor will receive payment as specified in Exhibit C, Rates.

9.5.2.1. The rates specified in Exhibit C are determined by the approved appropriation from the Colorado General Assembly. The Department, at its discretion, shall have the option to increase or decrease these rates as the Department determines necessary based on its approved appropriation or to correct an administrative error in rate calculations. To exercise this option, the Department shall provide written notice to Contractor in a form substantially similar to the Sample Option Letter in the original Contract, and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date. The Department may modify the rates shown in this section based on the Medicaid Provider rate increases or decreases authorized by the Colorado legislature or due to an administrative error. If the Department does modify these rates, the Department may modify them through the use of an Option Letter.

9.6. Rural or Urban Designation

9.6.1. The Department shall determine whether Contractor is a Rural and Frontier or an Urban agency.

9.7. Detailed Invoicing and Payment Procedures

9.7.1. Contractor shall meet all data entry requirements published by the Department for Contract payments based on data entered into the CCM, invoices submitted, and deliverables submitted in order to be reimbursed for the activities described below.

9.7.2. Applications – HCBS-CES

9.7.2.1. Contractor shall submit all HCBS-CES applications to the Department's vendor for review and approval, as directed by the Department. The Department will pay for initial application per person applying for HCBS-CES per year, as well as CSR HCBS-CES application each year thereafter. The Department will not pay for initial or CSR applications that were denied due to being incomplete. Incomplete applications include any application that did not contain: a signature page, a completed Level of Care, DD or Delay Determination date, dates of service, or partial application (missing pages) which are required from Contractor necessary to process the application. An incomplete application denial is different than a denial for the individual not meeting nighttime and/or daytime criteria. The Department will pay for HCBS-CES applications from reports received by the Department's vendor on the 11th of the month for assessments from the previous month.

9.7.3. Appeal Packets and Hearing Attendance

9.7.3.1. Contractor shall ensure that all Appeal Packets and Hearing Attendance information is entered into the CCM within the required timeframe. The Department will pay for all Appeal Packets and Hearing Attendances from data pulled from the CCM on the 15th day of the month for Appeal Packets and Hearing Attendance from the previous month. Contractor shall maintain all supporting documentation and packets related to all Appeals.

9.7.4. At-Risk Diversion

9.7.4.1. Contractor shall complete all At-Risk Diversion activities as required by the Department within the required timeframes. The Department will pay for At-Risk Diversion completed contacts based on an invoice template provided by the Department and/or data

pulled from the completed At-Risk Diversion Assessment in CCM on the 15th day of the month for all contacts completed in the previous month. The Department will pay for Initial Outreach contacts once the invoice and supporting documentation are reviewed and accepted. The Department will not pay for Ongoing outreach as it should coincide with existing contractual and regulatory requirements to monitor Members' current services and supports.

9.7.5. Case Management Training

9.7.5.1. Contractor shall submit the Case Management Training deliverable. Contractor will receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department. If a case manager did not receive one or more of the required trainings prior to being assigned independent duties, Contractor shall not receive payment for the Deliverable until all trainings have been provided. Contractor shall have 30 Calendar Days to provide any outstanding trainings and resubmit the Deliverable.

9.7.6. Community Advisory Committee Updates

9.7.6.1. Contractor shall submit the Committee Updates Deliverable. Contractor shall receive payment once the Department has reviewed and accepted the Deliverable. If the Deliverable shows that no committee meeting updates have been included, Contractor shall not receive payment for the Deliverable.

9.7.7. Complaint Log and Trend Analysis

9.7.7.1. Contractor shall submit a quarterly Complaint Log and Trend Analysis deliverable. Contractor will receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department.

9.7.8. Continuous Quality Improvement Plan

9.7.8.1. Contractor shall submit the Continuous Quality Improvement Plan deliverable and updates. Contractor shall receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department.

9.7.9. Critical Incident Quarterly Follow-Up Completion and Entry Performance Standard

9.7.9.1. Contractor is eligible to receive a quarterly performance-based payment for on time completion of the requested HCBS and CFC CIR follow-up action. To receive this quarterly performance-based payment, Contractor must have 90% of all CIRs assigned follow-up completed and entered into the CCM within the timelines assigned by the Department and/or Department Quality Improvement Organization. The Department will calculate Contractor's performance at the close of each quarter to determine if Contractor will be awarded the performance-based payment. HCBS and SGF CIRs will be calculated and paid separately.

9.7.10. Critical Incident Reports and Critical Incident Report Administrative Review: HCBS IDD waivers

- 9.7.10.1. Contractor shall ensure all CIRs have been entered in the CCM within the required timeframe. The Department will pay per Member enrolled each month based on actively enrolled Members pulled from the CCM on the 15th day of the month for HCBS-CES, HCBS-CHRP, HCBS-DD, and HCBS-SLS enrollments from the previous month.
- 9.7.11. Critical Incident Reports: HCBS LTSS Waivers and CFC
  - 9.7.11.1. Contractor shall ensure all CIRs have been entered in the CCM within the required timeframe. The Department will pay per Member enrolled each month based on actively enrolled Members pulled from the CCM on the 15th day of the month for CHCBS, HCBS-BI, HCBS-CIH, HCBS- CwCHN, HCBS-CMHS, HCBS-EBD, and CFC.
- 9.7.12. Critical Incident Reporting and Critical Incident Report Administrative Review State SLS, OBRA-SS, FSSP
  - 9.7.12.1. Contractor shall ensure all CIRs have been entered in the CCM within the required timeframe. The Department will pay for all State SLS, OBRA-SS, and FSSP CIRs MANE and CIRs non-MANE based on data pulled from the CCM on the 15th day of the month for CIRS from the previous month.
- 9.7.13. Developmental Disability and Delay Determinations
  - 9.7.13.1. Contractor shall input all disability determinations into the CCM within the required timeframes. The Department will pay disability determinations, based on data pulled from the CCM on the 15th day of the month for determinations from the previous month.
- 9.7.14. Direct Services: State SLS, OBRA-SS, FSSP
  - 9.7.14.1. Contractor shall submit the State General Fund program direct service expenditure report invoice for all direct service expenditures for State SLS, OBRA-SS, and FSSP by the 15<sup>th</sup> of each month. The Contract shall receive reimbursement for allowable direct services not to exceed maximum for State General Fund programs for all reimbursable activities for the fiscal year.
- 9.7.15. Testing for IDD Determinations
  - 9.7.15.1. Contractor shall obtain prior approval from the Department for IDD Determination Testing funding by invoicing the Department each month for the costs of IDD Determination testing by the 15th day of the month. If approved, the Department will pay for the actual cost of testing once the request has been approved and the invoice has been reviewed and accepted. All invoices shall be submitted in the format prescribed by the Department.
- 9.7.16. Family Support Council Meetings
  - 9.7.16.1. Contractor shall submit meeting minutes to the Department for FSC meetings attended by the 15th day of the month for meetings attended in the previous month, and by June 30th or the Fiscal Year end close date determined by the Department for all meetings attended in June. The Department will pay for up to six FSC meetings for the Designated Service Areas attended within the Fiscal Year once the invoice has been reviewed and accepted. Contractor shall maintain all supporting documentation related to an FSC meeting and make it available to the Department upon request.
- 9.7.17. FSSP Annual Report and Evaluation

- 9.7.17.1. Contractor shall submit an FSSP Annual Report and Evaluation on an annual basis to the Department. Contractor shall receive payment for the Deliverable after it has been reviewed and accepted by the Department.
- 9.7.18. HCBS-DD Waiting List Enrollment Capacity Building
  - 9.7.18.1. The Department will pay Contractor for each new Member enrolled into the HCBS-DD waiver from the waiting list as authorized by the Department and as funding is appropriated and earmarked by the General Assembly. The Department will determine which HCBS-DD enrollments from the waiting list qualify for capacity building funding as defined in this Contract.
- 9.7.19. Human Rights Committee: HCBS IDD Waivers
  - 9.7.19.1. Contractor shall create all HRC packets in accordance with Department requirements and timeframes. Contractor shall maintain all supporting documentation related to a Human Rights Committee meeting and make it available to the Department upon request. The Department will pay per Member enrolled each month based on actively enrolled Members pulled from the CCM on the 15th day of the month for HCBS-CES, HCBS-CHRP, HCBS-DD, and HCBS-SLS enrollments from the previous month.
- 9.7.20. Human Rights Committee Packet Creation: State SLS, OBRA-SS, FSSP
  - 9.7.20.1. Contractor shall invoice the Department for all State SLS, OBRA-SS, and FSSP Member packets created during a Human Rights Committee meeting by the 15th day of the month for all meetings held in the previous month. The Department will pay for each packet created once the invoice has been reviewed and accepted. All invoices shall be submitted in the format prescribed by the Department.
- 9.7.21. Interim Support Level Assessments
  - 9.7.21.1. Contractor shall submit all completed assessments in the timeline and manor specified by the Department. The Department will pay for all completed assessments based on data submitted by Contractor on the 15<sup>th</sup> of each month.
- 9.7.22. Level of Care Screen: Initial and Reassessments
  - 9.7.22.1. Contractor shall conduct and enter all initial and reassessment Level of Care Screens into the CCM within the required timeframes. The Department will pay for initial and reassessment Level of Care Screens based on data pulled from the CCM on the 15th day of the month for Screens conducted in the previous month.
- 9.7.23. Long-Range Plan
  - 9.7.23.1. Contractor shall submit a Long-Range Plan on an annual basis and present it to the Department. Contractor shall receive payment for the Long-Range Plan after it has been reviewed and accepted by the Department.
- 9.7.24. Monitoring Contacts: State SLS and OBRA-SS
- 9.7.25. Contractor shall conduct and enter all monitoring contacts for State SLS and OBRA-SS into the CCM within the required timeframe. Contractor shall receive payment for the four required monitoring contacts per support plan year. The Department will pay for monitoring contacts based on data pulled from the CCM on the 15th day of the month for contacts conducted in the previous month.

9.7.26. Most in Need Assessment: FSSP

9.7.26.1. Contractor shall conduct and enter all completed Needs Assessments into the CCM within the required timeframe. Contractor shall receive payment for one Needs Assessment for Members enrolled or on the FSSP ASAA waiting list per fiscal year. The Department will pay for Needs Assessments each month based on data pulled from the CCM on the 15th day of the month for assessments conducted in the previous month.

9.7.27. Needs Assessment: Initial and Reassessment

9.7.27.1. Contractor shall conduct and enter all initial and reassessment Needs Assessments into the CCM within the required timeframes. The Department will pay for initial and reassessment Needs Assessments based on data pulled from the CCM on the 15th day of the month for assessments conducted in the previous month.

9.7.28. Ongoing Case Management: State SLS, OBRA-SS, FSSP

9.7.28.1. Contractor shall conduct and enter all ongoing case management activities for State SLS, OBRA-SS, and FSSP into the CCM within the required timeframe. Contractor shall receive one ongoing case management payment each month per Member for allowable activities completed. The Department will pay for ongoing case management activities based on data pulled from the CCM on the 15th day of the month for activities conducted in the previous month.

9.7.29. Operations Guide

9.7.29.1. Contractor shall develop an Operations Guide that meets all requirements outlined in this Contract for year one. Contractor shall receive payment for the Operations Guide once the deliverable has been reviewed and accepted by the Department.

9.7.30. Operations Guide Updates

9.7.30.1. Contractor shall review the Operations Guide for years two through eight of this Contract, and determine if any modifications are required. Updates shall include but not be limited to any changes in the Work, in the Department's processes and procedures, or in Contractor's processes and procedures. Contractor shall submit the Annual Operations Guide Update as well as a summary of all changes to the Department or an explanation demonstrating that the Operations Guide was reviewed, and Contractor determined that no edits were necessary. The Department shall review the Operations Guide Update and the summary to determine whether significant modifications were completed. Contractor shall receive payment for the updated Operations Guide only after the Department has determined that significant changes were made, and the Department has accepted the Deliverable. If minor changes or no changes were completed Contractor shall not receive payment for this deliverable. The Department does not consider changes such as updating dates, contact information or locations to be significant changes.

9.7.31. Pre-Transition Case Management Activities

9.7.31.1. Contractor shall maintain all supporting documentation related to Pre-Transition Case Management Activities. Payment of Pre-Transition Per Member Per Month (PMPM) shall be based on approved invoices submitted using a Department-prescribed template and on data pulled from the Care and Case Management (CCM) system on the 15th day of the month for activities completed in the prior month. Eligibility for reimbursement of the Pre-Transition PMPM payment is contingent upon receipt of a completed Pre-

Transition Collaboration Referral (PTCR) uploaded into each eligible Member's CCM record, and required supporting documentation, as defined in this Contract. The Department shall reimburse Contractor a Pre-Transition PMPM for each eligible Member.

9.7.31.2. In addition to the Pre-Transition PMPM, Contractor may be eligible to receive outcomes-based payments for achievement of pre-transition milestone outcomes, as defined in this Contract. Outcome-Based payments shall be based on Department verification of milestone completion and required documentation entered into the CCM system and submitted through a Department-prescribed invoice template and shall be paid based on data pulled on the 15th day of the month for milestones achieved in the prior month.

#### 9.7.32. Rapid Reintegration

9.7.32.1. Contractor shall conduct and enter all Rapid Reintegration activities into the CCM within the required timeframes. These activities should occur during the Level of Care Screen, during Rapid Reintegration planning, or after the Member returns to the community. The Department will pay for Rapid Reintegration based on an invoice template provided by the Department or data pulled from the CCM on the 15th day of the month for Rapid Reintegration completed in the previous month. Rapid Reintegration shall include reimbursement for completing Rapid Reintegration barrier questions, Rapid Reintegration Plan Assessments, and Post Rapid Reintegration survey questions.

#### 9.7.33. Rural Travel Add-On for Rural and Frontier Counties

9.7.33.1. Contractor shall receive an additional payment for Rural Travel Add-On for Rural and Frontier Counties for the following activities only: initial and Reassessment Level of Care Screen, initial and Reassessment Needs Assessment, In-person initial At-Risk Diversion outreach, State SLS and OBRA-SS In-Person Monitoring, and State SLS and OBRA-SS In-Person Individualized Support Plans. Payment shall be based on approved invoices or data pulled from the CCM on the 15th day of the month for activities from the previous month.

#### 9.7.34. Support Need Level Assessment - HCBS-CHRP

9.7.34.1. Contractor shall maintain all supporting documentation related to the Support Need Level Assessment and make it available to the Department upon request. Contractor shall invoice the Department for all completed assessments by the 15th day of the month for all assessments completed in the previous month. The Department will pay for assessments once the invoice and supporting documentation are reviewed and accepted.

#### 9.7.35. Waiting List Management

9.7.35.1. Contractor shall enter all waiting list management contacts with individuals and families into the CCM within the required timeframe. The Department will pay for required waiting list contacts from data pulled from the CCM on the 15th of the month for contacts from the previous month. The Department shall not pay for more than one contact per individual (18 and older) on the HCBS-DD ASAA, See Date and Safety Net waiting list and State SLS, OBRA-SS, or FSSP ASAA waiting list per year. Contractor shall only be reimbursed for one waiting list contact for the HCBS-DD, State SLS or FSSP waiting list when the event occurs during the same contact.

#### 9.7.36. Year End Close Deadlines

9.7.36.1. The due dates identified in this section shall be adhered to, and information entered into the CCM and/or submitted to the Department by a date identified in this Contract. For the month of June, the Department will notify Contractor of the modified due date to account for year-end closing. Any submission past the assigned year end close date will not be reimbursed.

#### 9.8. Payment and Billing Errors

9.8.1. Contractor shall review all payments made by the Department to ensure all activities are appropriately reimbursed.

9.8.2. Contractor shall notify the Department of any errors in billing or payment by the 15<sup>th</sup> of the month for the prior month's payment on the Department's prescribed template to ensure over and under payments are adjusted.

9.8.2.1. **DELIVERABLE:** Payment Correction Form

9.8.2.2. **DUE:** On the 15<sup>th</sup> of each month for corrections on the prior month's payment, with exception of June payments which must meet year-end close deadlines established by the Department. Contractor shall specify on the form if corrections have not been identified for the prior month's payment.

#### 9.9. Unexpended Funds

9.9.1. Contractor shall remit any Subawards disbursed under this Contract that are not expended by the close of the Period of Performance.

#### 9.10. Closeout Payments

9.10.1. Notwithstanding anything to the contrary in this Contract, all payments for the final month of this Contract shall be paid to Contractor no sooner than 10 Business Days after the Department has determined that Contractor has completed all the requirements of the Closeout Period.

**EXHIBIT C-7, RATES**

<b>Case Management Agency (CMA) Subaward Rates Table</b>				
<b>Description</b>	<b>Rate</b>	<b>Frequency</b>	<b>Payment Type</b>	<b>Funding Source</b>
Operations Guide	\$7,905.56	Annually – Year 1 of the Contract	Deliverable	Federal/State Funded
Operations Guide Update	\$1,424.14	Annually – Years 2+ of the Contract	Deliverable	Federal/State Funded
Long-Range Plan	\$3,543.31	Annually	Deliverable	Federal/State Funded
Committee Updates	\$1,071.73	Semi-Annually	Deliverable	Federal/State Funded
Continuous Quality Improvement Plan	\$506.72	Annually	Deliverable	Federal/State Funded
Complaint Trend Analysis	\$3,857.04	Quarterly	Deliverable	Federal/State Funded
Case Management Training	\$648.75	Semi-Annually	Deliverable	Federal/State Funded
Creation of Packet - Appeals	\$531.60	Per Packet	Report	Federal/State Funded
Attendance at Hearing - Appeals	\$490.97	Per Hearing	Report	Federal/State Funded
IDD Critical Incident Reporting (HCBS – CES, HCBS – CHRP, HCBS – DD, HCBS – SLS, IDD HCBS with CFC)	\$6.30	Monthly, Per Member Enrolled	Report	Federal/State Funded
LTSS Critical Incident Reporting (HCBS – BI, HCBS – CHCBS, CMHS, HCBS – EBD, HCBS – SCI, HCBS – CLLI, LTSS HCBS with CFC, CFC Only)	\$1.61	Monthly, Per Member Enrolled	Report	Federal/State Funded
HCBS Critical Incident Follow-Up Performance Standard	\$3,457.07	Quarterly	Deliverable	Federal/State Funded
Human Rights Committee (HCBS – CES, HCBS – CHRP, HCBS – DD, HCBS – SLS)	\$5.95	Monthly, Per Member Enrolled	Report	Federal/State Funded
Initial Level of Care Screen (ULTC 100.2)	\$283.62	Per Assessment	Report	Federal/State Funded
CSR Level of Care Screen (ULTC 100.2)	\$214.03	Per Assessment	Report	Federal/State Funded
Initial Needs Assessment (Formerly Basic)	\$260.28	Per Assessment	Report	Federal/State Funded

Annual Reassessment Needs Assessment (Formerly Basic)	\$244.31	Per Assessment	Report	Federal/State Funded
Initial LOC Screen	\$325.36	Per Assessment	Report	Federal/State Funded
Annual Reassessment LOC Screen	\$272.34	Per Assessment	Report	Federal/State Funded
Rapid Reintegration Barrier Questions	\$48.54	Per Assessment	Invoice or Report	Federal/State Funded
Rapid Reintegration Assessment and Support	\$107.73	Per Assessment	Invoice or Report	Federal/State Funded
Post Rapid Reintegration Survey Questions	\$22.84	Per Survey	Invoice or Report	Federal/State Funded
Interim Support Level Assessment	\$294.17	Per Assessment	Report	Federal/State Funded
Initial At-Risk Diversion – In Person	\$104.70	Monthly	Invoice or Report	Federal/State Funded
Initial At-Risk Diversion - Virtual	\$87.45	Monthly	Invoice or Report	Federal/State Funded
HCBS-CHRP Support Level Needs Assessment	\$165.26	Per Assessment	Invoice	Federal/State Funded
Initial HCBS-CES Application	\$189.21	Per Application	Report	Federal/State Funded
CSR HCBS-CES Application	\$142.76	Per Application	Report	Federal/State Funded
Medicaid Eligible IDD Determination	\$458.81	Per Determination	Report	Federal/State Funded
Medicaid Eligible Delay Determination	\$272.96	Per Determination	Report	Federal/State Funded
IDD Determination Testing	\$481.10	Actual Costs up to Rate for Testing	Invoice	Federal/State Funded
Rural Travel Add-On	\$37.46	Per Required in Person Contact for Rural and Frontier Agencies	Report	Federal/State Funded
Pre-Transition Per Member Per Month (PMPM)	\$161.74	Monthly, Per Member	Invoice	Federal/State Funded
Pre-Transition Support Plan Completion	\$100	Per Plan, Per Member	Invoice	Federal/State Funded
Day of Discharge PAR Approval Outcome-Based Payment	\$200	Per PAR, Per Member	Invoice	Federal/State Funded

Final Person-Centered Support Plan Completion Outcome-Based Payment	\$100	Per Plan, Per Member	Invoice	Federal/State Funded
<b>Case Management Agency (CMA) State Only Rates Table</b>				
Waiting List Management	\$95.42	Per Contact	Report	State Funded
Non-Medicaid Eligible IDD Determination	\$458.81	Per Determination	Report	State Funded
Non-Medicaid Eligible Delay Determination	\$272.96	Per Determination	Report	State Funded
Non-Medicaid Eligible IDD Determination Testing	\$481.10	Actual Costs up to Rate for Testing	Invoice	State Funded
State SLS, OBRA-SS, and FSSP Critical Incident Reporting & Investigation: MANE	\$349.18	Per Incident	Report	State Funded
State SLS, OBRA-SS, and FSSP Critical Incident Reporting & Investigation: Non-MANE	\$46.71	Per Incident	Report	State Funded
State SLS, OBRA-SS, and FSSP Human Rights Committee	\$125.73	Per Member Reviewed	Invoice	State Funded
State SLS and OBRA-SS Complaints Trend Analysis	\$220.69	Quarterly	Deliverable	State Funded
State SLS, OBRA-SS, and FSSP CIR Follow-Up Performance Standard	\$51.81	Quarterly	Deliverable	State Funded
State SLS, OBRA-SS, and FSSP Ongoing Case Management	\$91.67	Monthly, Per Activity	Report	State Funded
State SLS and OBRA-SS Monitoring – In Person	\$104.70	Per Contact	Report	State Funded
Rural Travel Add-On (OBRA-SS and State SLS)	\$38.06	Per Required in Person Contact for Rural and Frontier Agencies	Report	State Funded
State SLS and OBRA-SS Monitoring - Virtual	\$87.45	Per Contact	Report	State Funded
State SLS Expenditure Report	\$625.76	Monthly	Invoice	State Funded
OBRA-SS Expenditure Report	\$369.56	Monthly	Invoice	State Funded
FSSP Needs Assessment	\$33.25	Per Assessment	Report	State Funded
FSSP Expenditure Report	\$556.57	Monthly	Invoice	State Funded
Family Support Council Meetings	\$418.29	Per Meeting	Invoice	State Funded
FSSP Annual Report & Evaluation	\$1,150.98	Annually	Deliverable	State Funded

## EXHIBIT D-7, TERMINOLOGY

### 1. TERMINOLOGY

- 1.1. In addition to the terms defined in Section three of this Contract, the following list of terms shall be construed and interpreted as follows:
  - 1.1.1. Adverse Action – A denial, reduction, termination, or suspension from a long-term service and support program or service.
  - 1.1.2. Affiliated Entity – An organization that directly or indirectly controls another entity, has substantially similar ownership of another entity, and/or owns a substantial share of another entity.
  - 1.1.3. Appeal – The process a case manager participates in when an individual or Member appeals an adverse action made by the case manager.
  - 1.1.4. At Risk Diversion – is a Person-Centered process through which services are arranged or provided to enable a Member of an At-Risk Population to avoid admission to a nursing facility and live, instead, in a setting of their choice.
  - 1.1.5. Behavioral Health Authorities (BHA) – The behavioral health administration established in Part 200 of Article 50 of Title 27, C.R.S.
  - 1.1.6. Business Day – Any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State observes one of the holidays listed in C.R.S. §24–11–101(1).
  - 1.1.7. Business Interruption – Any event that disrupts 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.
  - 1.1.8. Care and Case Management System (CCM) – The Department’s case management Information Technology (IT) platform.
  - 1.1.9. Case Management – The assessment of a Member eligible to receive or receiving long-term services and supports, the development and implementation of a Support Plan for such Member, referral and related activities, the coordination and monitoring of long-term service and supports delivery, the evaluation of service effectiveness, and the periodic reassessment of such Member’s needs.
  - 1.1.10. Case Management Agency (CMA) – A public or private not-for-profit or for-profit organization contracted with the state of Colorado to provide case management services and activities pursuant to C.R.S. 25.5-6-1702.
  - 1.1.11. Case Manager – A person who provides case management services and activities pursuant to Article 6 and Article 10 of C.R.S. Title 25.5 for Members receiving long-term services and supports.
  - 1.1.12. Child Health Plan Plus – Colorado’s public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado, but not enough to pay for private health insurance.
  - 1.1.13. Closeout Period – The period beginning on the earlier of 90 Calendar Days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending 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.

- 1.1.14. Coaching - “Coaching” means any conduct by a Provider Agency, its employees, or affiliates that attempts to guide, script, or otherwise influence an applicant, Member, guardian, or CMA staff in responding to eligibility assessments, Level of Care Screens, Support Level Assessments, or Person-Centered Planning discussions for the purpose of securing a particular eligibility outcome, rate, or service authorization. Coaching may include the creation of prepared statements or scripts, instructing Members or staff on how to answer assessment questions, or encouraging specific responses intended to impact eligibility or rate determinations. *Authority:* 10 CCR 2505-10 §§ 8.7202.B, 8.7202.M, 8.7101.J; 42 C.F.R. § 441.301(c)(1)(vi).
- 1.1.15. Coercion- “Coercion” means any act or communication that compels, intimidates, or pressures a Member, guardian, or CMA staff member to act contrary to their independent judgment or the Member’s best interest in order to influence an eligibility determination, service authorization, or provider selection. This includes threats of service disruption, withdrawal of care, retaliation, or emotional manipulation to obtain a specific outcome. *Authority:* 10 CCR 2505-10 § 8.7202.M; 10 CCR 2505-10 § 8.7202.Q (Human Rights Committee safeguards); 42 C.F.R. § 441.301(c)(1)(vi)(B); 45 C.F.R. § 92.4 (non-discrimination and autonomy).
- 1.1.16. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
- 1.1.17. Community Centered Board (CCB) – A private for-profit or not-for profit organization that is an administrator of locally generated funding pursuant to CRS 25.5-10-206(6) and acts as a resource for persons with an intellectual and developmental disability or a child with a developmental delay.
- 1.1.18. Community First Choice (CFC) – Services and supports authorized through the section 1915(k) of the Social Security Act and provided in community settings to an individual client who requires an institutional level of care that would otherwise be provided in a Hospital, Nursing Facility, Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID), an institution providing inpatient psychiatric services for individuals under age 21, or an institution for mental diseases for individuals age 65 or over.
- 1.1.19. Complaints – Any complaint received by Contractor as it relates to the services provided through this Contract to include, but not limited to general business functions, administration, State General Fund program functions, and case management functions. Excludes any complaints regarding activities outside the scope of this Contract.
- 1.1.20. Consumer-Directed Attendant Support Services (CDASS) – The service delivery option for services that assist an individual in accomplishing activities of daily living when included as a waiver benefit that may include health maintenance, personal care, and homemaker activities.
- 1.1.21. Contract – The agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto, that is entered into as a result of this solicitation.

- 1.1.22. Contract Funds – The funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under the Contract resulting from this Solicitation.
- 1.1.23. Contractor – The individual or entity selected as a result of this solicitation to complete the Work contained in the Contract.
- 1.1.24. Contractor Pre–Existing Material – Material, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property developed, licensed, or otherwise acquired by Contractor prior to the Effective Date of this Contract and independent of any services rendered under any other contract with the State.
- 1.1.25. Corrective Action Plan – A written plan, which includes the specific actions the agency shall take to correct non-compliance with regulations and contractual obligations, which stipulates the date by which each action shall be completed.
- 1.1.26. Critical Incident – An actual or alleged event that creates the risk of serious harm to the health or welfare of an individual receiving services; and it may endanger or negatively impact the mental and/or physical well-being of an individual.
- 1.1.27. Critical Incident Report (CIR) Mistreatment, Abuse, Neglect or Exploitation (MANE) – A Critical Incident Report entered into the CCM with a category of Mistreatment, Abuse, Neglect, or Exploitation.
- 1.1.28. Critical Incident Report (CIR) Non-MANE – A Critical Incident Report entered into the CCM with a category of criminal activity, damage to consumer’s property/theft, death, injury/illness, medication management issues, missing persons, other high-risk issues, and unsafe housing/displacement.
- 1.1.29. Data – State Confidential Information and other State information resources transferred to Contractor for the purpose of completing a task or project assigned in the Statement of Work.
- 1.1.30. Deliverable – Any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a “Deliverable” or not.
- 1.1.31. Department – The Colorado Department of Health Care Policy and Financing, a department of the government of the State of Colorado.
- 1.1.32. Designated Service Area – The geographical area determined by the State Department to be served by a Case Management Agency per C.R.S. 25.5-6-1702.
- 1.1.33. Disaster – An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire, or terrorist attacks.
- 1.1.34. Effective Date – The date on which the Contract resulting from this solicitation is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for the Contract.
- 1.1.35. Eligibility Determination – The eligibility of an individual for a Long-Term Services and Supports (LTSS) program is determined by meeting all the requirements of the program, including Level of Care Determination and financial eligibility.

- 1.1.36. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.
- 1.1.37. Goods – Any movable material to be acquired, produced, or delivered by Contractor which shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- 1.1.38. Health First Colorado – Colorado’s Medicaid program.
- 1.1.39. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.1.40. Home and Community Based Services (HCBS) Waivers – Services and supports authorized through a 1915(c) waiver of the Social Security Act and provided in community settings to an individual who requires an institutional level of care that would otherwise be provided in a Hospital, Nursing Facility, or Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID). This includes: Children’s Home and Community Based Services Waiver (CHCBS), Home and Community Based Services Waiver for Persons with Brain Injury (HCBS-BI), Home and Community Based Services Children’s Extensive Services Waiver (HCBS-CES), Home and Community Based Services Children’s Residential Habilitation Program Waiver (HCBS-CHRP), Home and Community Based Services Waiver for Children with Complex Health Needs (HCBS-CwCHN), Home and Community Based Services Community Mental Health Supports Waiver (HCBS-CMHS), Home and Community Based Services Waiver for Persons with Developmental Disabilities (HCBS-DD), Home and Community Based Services Waiver for Persons who are Elderly, Blind and Disabled (HCBS-EBD), Home and Community Based Services Supported Living Services Waiver (HCBS-SLS), and Home and Community Based Services Waiver for Persons with Spinal Cord Injury (HCBS-CIH).
- 1.1.41. Hospital Back-Up - A LTSS program for Members who have complex wound care and/or are ventilator-dependent or medically complex.
- 1.1.42. Incident – Any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- 1.1.43. In-Home Services and Supports (IHSS) – Means services that are provided in the home and in the community by an Attendant under the direction of the Member or Member’s Authorized Representative, including Health Maintenance Activities and support for activities of daily living or instrumental activities of daily living, Personal Care services and Homemaker services.
- 1.1.44. Intermediate Care Facility (ICF) - A residential facility that is certified by the Centers for Medicare and Medicaid (CMS) to provide habilitative, therapeutic and specialized support services to persons with intellectual and developmental disabilities.
- 1.1.45. Intake, Screening and Referral – The initial contact between the individual and Contractor and shall include but is not limited to a preliminary screening in the following areas: an individual’s need for long term services and supports; an individual’s need for referral to

- other programs or services; an individual's eligibility for financial and program assistance; and the need for a Level of Care Screen of the individual seeking services.
- 1.1.46. Key Personnel – The position or positions that are specifically designated as such in the Contract.
- 1.1.47. Learning Management System (LMS) - An online software application for the administration, delivery and tracking of case management training programs and materials.
- 1.1.48. Level of Care – The level of assistance needed by an individual seeking services or a Member to perform activities of daily living, to include mobility; bathing; dressing; eating; toileting; transferring; and need for supervision as determined by the Level of Care Screen.
- 1.1.49. Level of Care Determination – The eligibility determination of an individual for a Long-Term Services and Supports (LTSS) program by a Case Management Agency as determined by the requirements of the program, using the Department prescribed instrument.
- 1.1.50. Long Term Care Notice of Action – The form required to be sent to individuals by Contractor within 11 Business Days regarding their appeal rights in accordance with 10 CCR 2505-10 8.507 et seq.
- 1.1.51. Long Term Services and Supports (LTSS) – The services and supports used by Members of all ages with functional limitations and chronic illnesses who need assistance to perform routine daily activities such as bathing, dressing, preparing meals, and administering medications.
- 1.1.52. Long Term Services and Supports (LTSS) Programs - Any of the following publicly funded programs: CHCBS, FSSP, HCBS-BI, HCBS-CES, HCBS-CHRP, HCBS-CwCHN, HCBS-CMHS, HCBS-DD, HCBS-EBD, HCBS-CIH, HCBS-SLS, CFC, HBU, Medicaid Nursing Facilities, OBRA-SS, PACE, State SLS.
- 1.1.53. Long Term Services and Supports Level of Care Eligibility Determination Screen (LOC Screen) – An evaluation conducted by the case manager with the individual seeking services and others chosen by the individual to participate (such as family members, friends, and/or caregivers), to determine an applicant or Member's eligibility for long-term services and supports based on their need for institutional level of care as determined by utilizing the Department's prescribed instrument, with supporting diagnostic information from the Individual's medical providers, for the purpose of determining the Individual's level of functioning for admission or continued stay in Long-Term Services and Supports (LTSS) programs.
- 1.1.54. Medical Assistance (MA) Site - Designated sites allowed by statute or certified by the Department of Health Care Policy and Financing (Department) to process the State-authorized Medical Assistance application for the programs that are administered by the Department and determine eligibility for said programs.
- 1.1.55. Member – Any individual enrolled in the Colorado Medicaid program, State General Fund program, Colorado's CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.56. National Core Indicators-Aging and Disabilities (NCI-AD) – Standard measures used across participating states to assess the quality of life and outcomes of seniors and adults with physical disabilities—including traumatic or acquired brain injury—who are accessing

publicly-funded services through the Older Americans Act (OAA), Program of All-Inclusive Care for the Elderly (PACE), Medicaid, and/or state-funded programs. The project is coordinated by Advancing States and Human Services Research Institute (HSRI). NCI-AD data are gathered through yearly in-person Adult Consumer Surveys administered by state Aging, Disability, and Medicaid Agencies (or an Agency-contracted vendor) to a sample of at least 400 individuals in each participating state. NCI-AD data measures the performance of states' long-term services and supports (LTSS) systems and service recipient outcomes, helping states prioritize quality improvement initiatives, engage in thoughtful decision making, and conduct futures planning with valid and reliable LTSS data.

- 1.1.57. Nursing Facility - A facility provider that meets the state nursing facility licensing standards established pursuant to C.R.S. §25-1.5-103 and is maintained primarily for the care and treatment of inpatients under the direction of a physician.
- 1.1.58. Offeror – Any individual or entity that submits a proposal, or intends to submit a proposal, in response to this solicitation.
- 1.1.59. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.
- 1.1.60. Organized Health Care Delivery System - A Case Management Agency that contracts with other qualified providers to furnish services authorized in CHCBS, HCBS-BI, HCBS-CwCHN, HCBS-CES, HCBS-CIH, HCBS-CHRP, HCBS-CMHS, HCBS-DD, HCBS-EBD, and HCBS-SLS waivers. CMAs are responsible for purchasing specific goods and services for Members, authorized on the Person-Centered Support Plan, as set forth by the Department's prescribed guidelines for OHCDS.
- 1.1.61. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.62. Pandemic – Refers to an epidemic that has spread over several countries or continents, usually affecting a large number of people.
- 1.1.63. Period of Performance – Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.
- 1.1.64. Person-Centered Approach – Respecting and valuing individuals' and Members' preferences, strengths, and contributions.
- 1.1.65. Person-Centered Support Plan - A document, using the State-prescribed instrument, that identifies approved services, regardless of funding source, necessary to assist a Member to remain safely in the community and develop in accordance with the Department rules. The plan includes the funding source, frequency, amount, and provider of each service and is developed with the Member and people chosen by the Member to identify goals, needed services, individual choices and preferences, and appropriate service providers based on the Member's Assessment and knowledge of the individual and community resources and informs the member of their rights and responsibilities.

- 1.1.66. Person-Centered Support Planning – The process of working with the Member receiving services and people chosen by the Member to identify goals, needed services, individual choices and preferences, and appropriate service providers based on the Member seeking or receiving services, assessment, and knowledge of the Member and of community resources. Support planning informs the Member receiving services of their rights and responsibilities.
- 1.1.67. Personally Identifiable Information – Personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24–72–501 C.R.S.
- 1.1.68. Pre-Admission Screening and Resident Review (PASRR) – The review that occurs for all individuals seeking admission to a Medicaid nursing facility to screen the Client for evidence of serious mental illness and/or intellectual and developmental disabilities or related conditions. The review determines whether the individual needs the level of services that a nursing facility provides and whether individuals who need nursing facility services also need specialized services.
- 1.1.69. Professional Medical Information Page (PMIP) – The medical information document signed by a licensed medical professional used as a component of the Level of Care Screening and Assessment to determine the individual’s or Member’s need for an LTSS program.
- 1.1.70. Program – A publicly funded program including but not limited to: Home and Community Based Services Waivers, Community First Choice (CFC), Medicaid Nursing Facility, Hospital Back-Up, Program for All-Inclusive Care for the Elderly (PACE), and State General Funded (SGF) Programs.
- 1.1.71. Protected Health Information – Any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- 1.1.72. Provider – Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.73. Provider Agency Influence- Provider Agency Influence” means any direct or indirect action by a Medicaid-enrolled Provider Agency, its employees, contractors, or representatives that attempts to shape, alter, or predetermine the Case Management Agency’s (CMA’s) eligibility determinations, assessments, or Person-Centered Service Planning processes. This includes, but is not limited to, attempts to recommend or discourage specific service authorizations, Support Levels, funding levels, or provider selections; provide prewritten narratives or

documentation for use in CMA eligibility determinations; or otherwise engage in actions that create an appearance or risk of conflict of interest. *Authority:* 10 CCR 2505-10 §§ 8.7202.M, 8.7202.B; 42 C.F.R. § 441.301(c)(1)(vi); 42 C.F.R. § 431.10(e)(3).

- 1.1.74. Quality Improvement Strategy (QIS) – The Department’s process to measure and improve its performance in meeting the HCBS waiver assurances annually as set forth in 42 CFR 441.301 and 441.302. QIS is also utilized to measure and improve quality performance for CFC.
- 1.1.75. 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 June 30.
- 1.1.76. Rapid Referral – The Person-Centered process that occurs when a Member, who is seeking admission to a nursing facility, does not oppose living in the Community, and is experiencing Unstable Housing, is rapidly referred to a Transition Coordination Agency to receive Transition Coordination Services.
- 1.1.77. Rapid Reintegration – the Person-Centered process that occurs when a Member, who will be admitted into a nursing facility, does not oppose living in the Community.
- 1.1.78. Rapid Reintegration Barrier Questions - a series of questions in the Department's prescribed system that Case Managers complete during the Rapid Reintegration initiation process. These questions will identify and document barriers that may affect the Member’s transition back to the community. Based on responses, the Case Manager will either complete a Rapid Referral or a Rapid Reintegration Plan.
- 1.1.79. Rapid Reintegration Plan – a written Person-Centered plan developed for the purpose of rapidly transitioning a Member(s) from a nursing facility and safely into the Community.
- 1.1.80. Regional Accountable Entity (RAE) – A single regional entity responsible for duties previously performed by Regional Care Collaborate Organizations and Behavioral Health Organizations (BHO).
- 1.1.81. Resource Development – The study, establishment and implementation of additional resources or services that extend the capabilities of community based LTSS systems to better serve LTSS applicants and Members and those likely to need community based LTSS in the future.
- 1.1.82. Rural and Frontier – Defined Service Areas that are eligible for rural travel add-on reimbursement for required in-person activities reimbursed through this Contract.
- 1.1.83. Services – The services and activities to be performed by Contractor as set forth in this Contract and shall include any services and activities to be rendered by Contractor in connection with the Goods. Services identified through this Contract specifically exclude any Home and Community Based Services, State Plan Benefit Services, and other Medicaid services reimbursed through a Medicaid Provider Agreement.
- 1.1.84. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.
- 1.1.85. State – The State of Colorado, acting by and through any State agency.

- 1.1.86. State Fiscal Rules – The fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24–30–202(13)(a).
- 1.1.87. State Fiscal Year – The 12-month period beginning on July 1st of each calendar year and ending on June 30th of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- 1.1.88. State Intellectual Disability Authority (SIDA) – The person authorized by the Department to review PASRR Level II Evaluations and approve or deny a nursing facility admission for individuals with intellectual and developmental disabilities. SIDA issues the Letter of Determination to the nursing facility.
- 1.1.89. State General Fund Programs – Case management, services, and supports authorized by the General Assembly and provided in the family home, a community setting, or Nursing Facility using 100% General Fund dollars. Including, the Family Support Services Program (FSSP), State Supported Living Services Program (State SLS), and Omnibus Reconciliation Act of 1987 Specialized Services Program (OBRA-SS).
- 1.1.90. State Records – Any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- 1.1.91. Subcontractor – Third parties, if any, engaged by Contractor to aid in performance of the Work.
- 1.1.92. Support Need Level Assessment - The standardized assessment tool to identify and measure the practical support requirements for HCBS-CHRP waiver participants.
- 1.1.93. Surcharge - Any additional amount added by Contractor, over and above the rate charged by the subcontractor to Contractor, which would be shown on an individual’s support plan or on encounter data service rates submitted to the Department.
- 1.1.94. Systems - Systems include, but are not limited to, the Colorado interChange Medicaid Management Information System (MMIS) and its subsystems: Bridge HCBS PAR subsystem and the Care and Case Management (CCM) System.
- 1.1.95. Target Criteria – Department defined criteria based on Member needs to access services under a HCBS waiver.
- 1.1.96. Targeted Case Management (TCM) – Required case management activities for Members enrolled in a HCBS waivers and/or CFC as defined in 10 CCR 2505-10 8.760 et seq. that are reimbursed as a State Plan benefit and through a Medicaid Provider Agreement. TCM activities are excluded from the Work within this Contract.
- 1.1.97. Undue Influence - Undue Influence” means the exertion of pressure by a Provider Agency, family member, or any other party in a manner that interferes with the independent decision-making, assessment, or planning responsibilities of the CMA or with the Member’s freedom of choice in providers and services. Undue Influence may be explicit or implicit and may arise through repeated persuasion, manipulation of information, or exploitation of trust or dependency. *Authority:* 10 CCR 2505-10 §§ 8.7202.M, 8.7202.R (appeals), 8.7202.Q (HRC independence); 42 C.F.R. § 441.301(c)(1)(vi)(B)–(D).
- 1.1.98. Waiting List - A list of otherwise eligible individuals established to manage selection of individuals’ entrance into the waiver or State General Fund programs until approved capacity and funding become available.

- 1.1.99. Work – The delivery of the Goods and performance of the Services described in the Contract.
- 1.1.100. Work Product – The tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

## **2. ACRONYMS AND ABBREVIATIONS**

- 2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:
  - 2.1.1. CFC – Community First Choice
  - 2.1.2. CFR – Code of Federal Regulations
  - 2.1.3. CHP+ –Child Health Plan Plus
  - 2.1.4. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.
  - 2.1.5. C.R.S. – Colorado Revised Statutes
  - 2.1.6. CPI – Consumer Price Index
  - 2.1.7. CPI-U – CPI for all urban consumers
  - 2.1.8. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
  - 2.1.9. MFCU – the Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
  - 2.1.10. PCI – Payment Card Information
  - 2.1.11. PHI – Protected Health Information
  - 2.1.12. PII – Personally Identifiable Information
  - 2.1.13. SFY – State Fiscal Year
  - 2.1.14. U.S.C. – United States Code
  - 2.1.15. VARA – Visual Rights Act of 1990

## EXHIBIT E-6, CONTRACTOR'S ADMINISTRATIVE REQUIREMENTS

### 1. CONTRACTOR'S GENERAL REQUIREMENTS

- 1.1. The Department will contract with only one organization, 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 under this Contract.
- 1.2. Contractor shall serve as the Case Management Agency for the following counties:
  - 1.2.1. Baca County
  - 1.2.2. Kiowa County
  - 1.2.3. Prowers County
- 1.3. Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, advance knowledge of legislation and other Confidential Information. In addition to all other confidentiality requirements of the Contract, Contractor shall also consider and treat any such information as Confidential Information and shall only disclose it in accordance with the terms of the Contract.
- 1.4. Contractor shall work cooperatively with Department staff and, if applicable, the staff of other State contractors 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 Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.
- 1.5. Contractor shall inform the Department on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact Contractor's responsibilities under this Contract.
- 1.6. Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts, and any other interactions or Deliverables related to the Work described in the Contract. Contractor shall make such records available to the Department upon request throughout the term of the Contract.
- 1.7. Contractor shall submit a Media Event Report in instances where Contractor is contacted directly or indirectly by the media, including but not limited to newspaper or television, or Contractor believes an event has occurred that may result in what Contractor deems to be potentially negative media coverage for Contractor's agency, the Department, or the Member's served by Contractor. Immediately following direct or indirect contact with or knowledge of media contact, Contractor must notify the Department using the template provided.
  - 1.7.1. **DELIVERABLE:** Media Event Report
  - 1.7.2. **DUE:** Immediately Following Direct or Indirect Contact with or Knowledge of Media Contact
- 1.8. Deliverables
  - 1.8.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.

- 1.8.1.1. Contractor shall submit each Deliverable to the Department for review and approval and shall adhere to the following Deliverable process such for any documentation creation, review, and acceptable cycle, Contractor shall:
  - 1.8.1.1.1. Gather and document requirements for the Deliverable.
  - 1.8.1.1.2. Create a draft in the Department-approved format for the individual Deliverable.
  - 1.8.1.1.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:
    - 1.8.1.1.3.1. Readability.
    - 1.8.1.1.3.2. Spelling.
    - 1.8.1.1.3.3. Grammar.
    - 1.8.1.1.3.4. Completion.
    - 1.8.1.1.3.5. Accessibility.
  - 1.8.1.1.4. Adhere to all required templates or development of templates.
  - 1.8.1.1.5. Perform modifications that include version control and tracked changes.
- 1.8.1.2. The Department will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes within five Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.
  - 1.8.1.2.1. Changes the Department 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 or components that were left out of the Deliverable.
  - 1.8.1.2.2. The Department may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the Department in its review. Contractor shall provide the clarification or walkthrough as directed by the Department.
- 1.8.1.3. Once the Department has received an acceptable version of the Deliverable, including all changes directed by the Department, the Department will notify Contractor of its acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to the Department's notice to Contractor of its acceptance of that Deliverable.
- 1.8.2. Contractor shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality, as described herein. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the Department.
- 1.8.3. In the event any due date for a Deliverable falls on a day that is not a Business Day, the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.

- 1.8.4. 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.
- 1.8.5. No Deliverable, report, data, procedure or system created by Contractor for the Department that is necessary to fulfilling Contractor's responsibilities under the Contract, as determined by the Department, shall be considered proprietary.
- 1.8.6. If any Deliverable contains ongoing responsibilities or requirements for Contractor, such as Deliverables that are plans, policies or procedures, then Contractor shall comply with all requirements of the most recently approved version of that Deliverable. Contractor shall not implement any version of any such Deliverable prior to receipt of the Department's written approval of that version of that Deliverable. Once a version of any Deliverable described in this subsection is approved by the Department, all requirements, milestones, and other Deliverables contained within that Deliverable shall be considered to be requirements, milestones and Deliverables of this Contract.
  - 1.8.6.1. Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.
- 1.9. Stated Deliverables and Performance Standards
  - 1.9.1. 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 the Deliverables. The sections with these headings are for ease of reference not intended to expand or limit the requirements or responsibilities related to any Deliverable or performance standard, except to provide the due date for the Deliverables.
- 1.10. Communication with the Department
  - 1.10.1. Contractor shall ensure that all Contractor staff and representatives conduct themselves in a professional, courteous, and respectful manner in all interactions—written or verbal—with Department staff, Department vendors, and community partners while performing duties under this Contract. The Department reserves the right to remove any Contractor staff who fail to meet these standards. Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems, including Microsoft Office products. Contractor shall communicate with the Department's primary designee, who will be identified to Contractor, to obtain information about the specific Microsoft products currently in use, as may be upgraded from time to time. At a minimum, Contractor shall have the capability to exchange documents and electronic files compatible with Microsoft Office 365, unless the Department's primary designee otherwise specifies. If Contractor uses a compatible program, then Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.
  - 1.10.2. The Department will use a transmittal process to provide Contractor with official direction within the scope of the Contract. Contractor shall comply with all direction contained within a completed transmittal. For a transmittal to be considered complete, it must include, at a minimum, all of the following:

- 1.10.2.1. The date the transmittal will be effective.
- 1.10.2.2. Direction to Contractor regarding performance under the Contract.
- 1.10.2.3. A due date or timeline by which Contractor shall comply with the direction contained in the transmittal.
- 1.10.2.4. The signature of the Department employee who has been designated to sign transmittals.
- 1.10.2.4.1. The Department will provide Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to Contractor through a transmittal.
- 1.10.2.5. The Department may deliver a completed transmittal to Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.
- 1.10.2.5.1. If a transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that transmittal.
- 1.10.2.6. If Contractor receives conflicting transmittals, Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the transmittal with the latest effective date shall control.
- 1.10.2.7. In the event that Contractor receives direction from the Department outside of the transmittal process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a transmittal prior to complying with that direction.
- 1.10.2.8. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and Contractor, and the Department may provide day-to-day communication to Contractor without using a transmittal.
- 1.10.2.9. Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.
- 1.10.3. Contractor shall provide written notification to the Department in instances where Contractor has not been successful in meeting requirements or timelines identified in this Contract. This requirement applies to instances where multiple Members are impacted and there is an established pattern over time. Contractor shall not include single instances. This notification must be provided to the Department within three Business Days following discovery on a template provided by the Department.
- 1.10.3.1. **DELIVERABLE:** Self-Disclosure of Contract Requirements Not Met
- 1.10.3.2. **DUE:** Within Three Business Days following Discovery
- 1.11. Individual and Member Engagement

1.11.1. Person- and Family-Centered Approach

1.11.2. Contractor shall actively engage Members in their health and well-being by demonstrating the following:

1.11.2.1. Responsiveness to Member and family/caregiver needs by incorporating best practices in communication and cultural responsiveness in service delivery.

1.11.2.2. Utilization of various tools to communicate clearly and concisely.

1.11.2.3. Contractor shall align Member engagement activities with the Department's person- and family-centered approach that respects and values individual preferences, strengths, and contributions.

1.12. Cultural Responsiveness

1.12.1. Contractor shall comply with the requirements within 42 CFR § 438.206(c)(2) to provide and facilitate the delivery of services in a culturally competent manner to all individuals and Members consistent with a Managed Care Organization.

1.12.2. Contractor shall provide all information for individuals and Members in a manner and format that may be easily understood and is readily accessible by individuals and Members.

1.12.3. Readily accessible is defined as electronic information and services that comply with modern accessibility standards, such as Section 508 of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act.

1.13. Language Assistance Services

1.13.1. Contractor shall provide language assistance services including bilingual staff and/or interpreter services, at no cost to any individual or Member. Language assistance shall be provided at all points of contact, in a timely manner and during all hours of operation.

1.13.2. Contractor shall make oral interpretation available in all languages.

1.13.3. Contractor shall ensure the competence of language assistance provided by interpreters and bilingual staff.

1.13.4. Contractor shall not use family and friends to provide interpretation services except by request of the individual or Member.

1.13.5. Contractor shall provide interpreter services for all interactions with individuals and Members when there is no Contractor staff person available who speaks a language understood by an individual or Member.

1.13.6. Contractor shall notify individuals and Members verbally regarding the individual's or Member's right to receive the following language assistance services, as well as how to access the following language assistance services.

1.13.7. Oral interpretation for any language. Oral interpretation requirements apply to all non-English languages, not just those that the state identifies as prevalent.

1.13.8. Contractor shall ensure that language assistance services shall include, but are not limited to, the use of auxiliary aids such as TTY/TDY and American Sign Language.

1.13.9. Contractor shall ensure that customer service telephone functions easily access interpreter or bilingual services.

1.14. Correspondence Pertaining to Medicaid Benefits

- 1.14.1. The following provisions in this Section 1.14. describe Contractor's responsibilities and performance standards per C.R.S. § 25.5-4-212 when the purpose of that correspondence is to provide notice to a Medicaid applicant or Member of denial, reduction, termination, suspension, or change to a Medicaid benefit or to Medicaid eligibility. Contractor shall also follow these requirements for correspondence where the purpose is to request additional information that is relevant to determining the applicant's or Member's eligibility or benefits.
- 1.14.2. Contractor shall ensure that any correspondence addressed to an applicant or Member shall:
  - 1.14.2.1. Be written in collaboration with the Department for all new and revised Member correspondence.
  - 1.14.2.2. Be written in person-first plain language using clear statements including a specific and plain language description for any denial, reduction, suspension, or termination of benefits.
  - 1.14.2.3. Include the date (with the month written out followed by numbers for the day and year) and a greeting.
  - 1.14.2.4. Use a font size no smaller than 12 point.
  - 1.14.2.5. Use terms that are used consistently throughout the correspondence and utilize commonly used program names.
  - 1.14.2.6. Clearly communicate the purpose of the correspondence, the action taken by Contractor, and the specific actions that the applicant or Member must take in response to the correspondence.
  - 1.14.2.7. Provide contact information for the applicant or Member to obtain answers to the applicant's or Member's questions.
  - 1.14.2.8. Include a statement translated into the top fifteen languages most commonly spoken in Colorado informing the applicant or Member on how to seek further assistance in understanding the correspondence.
  - 1.14.2.9. Follow the Health First Colorado Member Communication Standards Guide.
- 1.14.3. In addition to the elements described in the preceding Section 1.2, for any notice of approved eligibility, Contractor must include clear statements containing the following information:
  - 1.14.3.1. The circumstances under which the individual must report, and procedures for reporting, any changes that may affect the individual's eligibility.
  - 1.14.3.2. Basic information regarding the level of benefits and services based upon the Member's eligibility.
  - 1.14.3.3. Description of any required cost-sharing expenses.
  - 1.14.3.4. An explanation of how the Member can receive additional detailed information regarding benefits and financial responsibilities.
  - 1.14.3.5. An explanation of any right to appeal the eligibility status or level of benefits or services that the Member has.
- 1.14.4. In addition to the elements described in Section 1.13.2. above, for any notice of adverse action including a denial, reduction, termination, or suspension of eligibility or change in benefits or services, Contractor must also include the following information:

- 1.14.4.1. A statement of the action the Department or its designee intends to take and the effective date of such action.
- 1.14.4.2. The specific regulation(s) or change in law that support the action, includes a specific and plain language explanation of the basis for the denial, reduction, suspension, or termination of the benefit, if applicable.
- 1.14.4.3. The right of the Member to be provided reasonable access to and copies of all documents, records, and other information relevant to the Member's adverse benefit determination upon the Member's request and free of charge to the Member.
- 1.14.4.4. An explanation of the Member's right to request a hearing to appeal the determination and the method by which the Member may request a hearing.
- 1.14.4.5. The circumstances under which the Member will be granted a hearing if the action is based upon a change in law.
- 1.14.4.6. That the individual may represent themselves or use legal counsel, a relative, a friend, or other representative at the hearing.
- 1.14.4.7. The circumstances under which a Member's benefits are continued during an appeal if a hearing is requested and the process to request the continuation of benefits.
- 1.14.4.8. The circumstances under which an appeal process can be expedited and the process for the Member to request an expedited appeal.
- 1.14.4.9. For notices concerning a medical assistance program eligibility determination, an explanation of the applicant's or Member's right to a county or service delivery agency dispute resolution conference.
- 1.14.5. If Contractor prepares any type of correspondence that requests information from the applicant or Member, then the correspondence must provide a specific description of the information being requested.
- 1.14.6. Contractor shall provide all correspondence in English and accurately translated into Spanish.
- 1.14.7. Upon request and free of charge, Contractor shall make any written correspondence accessible for applicants and Members through the provision of auxiliary aids and services for individuals with disabilities and language assistance services for individuals with limited English proficiency.
- 1.14.8. Contractor shall allow the Department access to view correspondence.
- 1.15. Written Materials for Individuals and Members
  - 1.15.1. Contractor shall ensure that all written materials it creates for distribution to individuals and Members meet all noticing requirements of 45 C.F.R. Part 92.
  - 1.15.2. Contractor shall ensure that all written materials it creates for distribution to individuals and Members are culturally and linguistically appropriate to the recipient.
  - 1.15.3. Contractor shall write all materials in easy-to-understand language.
- 1.16. Individual and Member Communications
  - 1.16.1. Contractor shall maintain consistent communication, both proactive and responsive, with individuals and Members.

1.16.2. Contractor shall assist any individual or Member who contacts Contractor, including individuals and Members not in Contractor's Defined Service Area who need assistance with contacting their CMA, CCB, RAE, or other agencies.

#### 1.17. Individual and Member Rights

1.17.1. Contractor shall have written policies guaranteeing each individual's and Member's right to be treated with respect and due consideration for their dignity and privacy.

1.17.2. Contractor shall provide information to individuals and Members regarding their rights that include, but are not limited to:

1.17.2.1. The right to be treated with respect and due consideration for their dignity and privacy.

1.17.2.2. The right to participate in decisions regarding their services.

1.17.2.3. The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.

1.17.2.4. The right to request and receive a copy of their records.

1.17.2.5. The right to obtain available and accessible services under the Contract.

1.17.3. Contractor shall post and distribute rights to individuals, including but not limited to:

1.17.3.1. Individuals/Members.

1.17.3.2. Individual's/Member's families.

1.17.3.3. Providers.

1.17.3.4. Case Workers.

1.17.3.5. Stakeholders.

#### 1.18. Start-Up Plan

1.18.1. Contractor shall create a Start-Up Plan in year one of the Contract that contains, at a minimum, the following:

1.18.1.1. A description of all steps, timelines, and milestones necessary to fully transition the services described in the Contract from a prior contractor to Contractor.

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

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

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

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

1.18.1.5.1. **DELIVERABLE:** Start-Up Plan

1.18.1.5.2. **DUE:** 20 Calendar Days Prior to the Contract Start Date

#### 1.19. Start-Up Period

1.19.1. With input from the Department, Contractor shall complete all of the following during the Start-Up Period in year one of the Contract:

- 1.19.1.1. Schedule and facilitate a Kickoff Meeting that includes the following:
  - 1.19.1.1.1. Key Personnel.
  - 1.19.1.1.2. Department Leadership.
  - 1.19.1.1.3. Department Project Team Members.
  - 1.19.1.1.4. Any other relevant and needed persons or organizations.
- 1.19.1.2. Develop Kickoff Meeting materials and an agenda that contains, at a minimum, the following:
  - 1.19.1.2.1. Initial timelines for starting the Work and creating initial Deliverables.
  - 1.19.1.2.2. Establishment of Communication channels to describe how the Work is to be completed.
  - 1.19.1.2.3. Transmission methods and specific Deliverable templates or requirements.
  - 1.19.1.2.4. Any other item required to initiate and ensure Work is started and completed on time.
- 1.19.1.3. Prepare Kickoff Meeting Minutes and deliver them to the Department for review and approval.
  - 1.19.1.3.1. **DELIVERABLE:** Kickoff Meeting Agenda & Materials
  - 1.19.1.3.2. **DUE:** Within three Business Days after the Kickoff Meeting
- 1.19.2. Policy and Procedures Manual
  - 1.19.2.1. Create a Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for Contractor to complete its obligations under the Contract. Such policies and/or procedures shall be included, but are not limited to:
    - 1.19.2.1.1. Determination of Developmental Disability
    - 1.19.2.1.2. Defined Service Area Exceptions Process
    - 1.19.2.1.3. Member Rights
    - 1.19.2.1.4. Critical Incident Reporting
    - 1.19.2.1.5. Grievance/Complaint Procedures
    - 1.19.2.1.6. Monitoring
    - 1.19.2.1.7. Human Rights Committee
    - 1.19.2.1.8. Community Advisory Committee
    - 1.19.2.1.9. Training
    - 1.19.2.1.10. Case Management Operations
    - 1.19.2.1.11. After-hours Policies and Procedures
    - 1.19.2.1.12. Denial and Discontinuation of Services
    - 1.19.2.1.13. Safeguards Necessary to Prevent Conflict of Interest
  - 1.19.2.2. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department prior to the end of the Start-Up Period and are necessary for Contractor to begin work on the Operational Start Date.

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

1.19.2.2.1. **DELIVERABLE:** Policies & Procedures Manual

1.19.2.2.2. **DUE:** No later than the Operational Start Date

## 1.20. Operations Guide

1.20.1. Contractor shall not engage in any Work under the Contract, other than the Work described in Sections 1.17 and 1.18 prior to the Operational Start Date. The Department shall not be liable to Contractor for, and Contractor shall not receive, any payment for any period prior to the Operational Start Date under this Contract.

1.20.2. Contractor shall create and implement an Operations Guide. The Operations Guide shall include the creation and management of the following:

1.20.2.1. Communication Plan.

1.20.2.2. Business Continuity Plan.

1.20.2.3. Closeout Plan.

1.20.3. Contractor shall submit the Operations Guide to the Department for review and approval.

1.20.3.1. **DELIVERABLE:** Operations Guide

1.20.3.2. **DUE:** Within 30 Business Days after the Effective Date

1.20.4. Contractor shall review its Operations Guide on annual basis and determine if any modifications are required to account for any changes in the Work, in the Department's processes and procedures or in Contractor's processes and procedures and update the Guide as appropriate to account for any changes. Contractor shall submit an Annual Operations Guide Update that contains all changes from the most recently approved prior Operations Guide or Annual Operations Guide Update or shall note that there were no changes.

1.20.4.1. **DELIVERABLE:** Annual Operations Guide Update

1.20.4.2. **DUE:** Annually, by July 31<sup>st</sup>

1.20.5. The Operational Start Date shall not occur until Contractor has completed all requirements of the Operations Guide unless the Department provides written approval otherwise.

1.20.6. Communication with Members, Providers, and Other Entities

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

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

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

- 1.20.6.1.3. The specific means of immediate communication with Members and a method for accelerating the internal approval and communication process to address urgent communications or crisis situations.
- 1.20.6.1.4. A general plan for how Contractor will address communication deficiencies or crisis situations, including how Contractor will increase staff, contact hours or other steps Contractor will take if existing communication methods for Members or Providers are insufficient.
- 1.20.6.1.5. A listing of the following individuals within Contractor's organization, including cell phone numbers and email addresses:
  - 1.20.6.1.5.1. 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.
  - 1.20.6.1.5.2. An individual who is responsible for any website or marketing related to the Work.
  - 1.20.6.1.5.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.
  - 1.20.6.1.5.4. An outline of the process for Contractor's communication, timeline for responses, and emergency protocols in the event there is a natural disaster or Pandemic.
  - 1.20.6.1.5.5. Communication Plan shall include steps for responding to the Department, provider agencies, Members and community organizations in the event there is a natural disaster or Pandemic.
- 1.20.7. Business Continuity Plan
  - 1.20.7.1. Contractor shall create a Business Continuity Plan that Contractor will follow in order to continue operations after a Disaster or a Business Interruption to include but not limited to a Disaster, Pandemic, power outage, strike, loss of necessary personnel, or computer virus. The Business Continuity Plan shall include, but is not limited to, all of the following:
    - 1.20.7.1.1. The essential services and functions provided by Contractor.
    - 1.20.7.1.2. The lead person and response team responsible for implementing the business continuity plan, individual/team roles, and contact information.
    - 1.20.7.1.3. How emergency responses procedures will be implemented and who will activate the business continuity plan.
    - 1.20.7.1.4. How Contractor will implement a flexible work plan that includes social distancing, hygiene etiquette, cancellation of non-essential activities, closure of buildings, and/or relocation to alternative facilities.
    - 1.20.7.1.5. How Contractor will address training personnel, preparing equipment, and backup systems.
    - 1.20.7.1.6. How Contractor will address budget and finance mechanisms to ensure financing of essential services.
    - 1.20.7.1.7. How Contractor will ensure necessary supplies and equipment are available to maintain essential services.

- 1.20.7.1.8. How Contractor will replace staff that are lost or unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
- 1.20.7.1.9. How Contractor will manage employees who are exposed to a Pandemic related illness or are suspected to be ill or become ill at a worksite, such as infection control response and immediate mandatory sick leave.
- 1.20.7.1.10. How Contractor will ensure or enhance communication and information technology infrastructure to support tele-commuting.
- 1.20.7.1.11. How Contractor will back-up all information necessary to continue performing the Work remotely, so that no information is lost because of a Business Interruption.
- 1.20.7.1.12. In the event of a Disaster, the plan shall also include how Contractor will make all information available at its back-up facilities.
- 1.20.7.1.13. How Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and software pertaining to enrollment information at a Department-approved, off-site location.
- 1.20.7.1.14. How Contractor will minimize the effects on Members of any Business Interruption to include how Contractor will notify Members of closures and cancellations.
- 1.20.7.1.15. How Contractor will communicate with the Department during the Business Interruption and points of contact within Contractor's organization the Department can contact in the event of a Business Interruption.
- 1.20.7.1.16. How Contractor will transition from in-person meetings to conference calls or other virtual platforms or cancel or delay meetings as necessary.
- 1.20.7.1.17. Planned long-term back-up facilities out of which Contractor can continue operations after a Disaster.
- 1.20.7.1.18. The time period it will take to transition all activities from Contractor's regular facilities to the back-up facilities after a Disaster.
- 1.20.7.1.19. How Contractor will prepare necessary internal staff for implementing the business continuity plan, which may include tests, drills, or training annually and revising the plan based on lessons learned.
- 1.20.7.1.20. How Contractor will identify and engage with external organizations to help the community, such as sharing best practices and sharing timely and accurate information about a Business Interruption.
- 1.20.7.1.21. How Contractor will implement steps to return to normal after a Business Interruption.

## 1.20.8. Closeout Plan

1.20.8.1. 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 Contractor to the Department or to another contractor selected by the Department to be Contractor after the termination of the Contract. The Closeout Plan shall include, but is not limited to:

1.20.8.1.1. Transfer of individuals and Members

- 1.20.8.1.2. Transfer of documentation to include all electronic and physical documentation.
- 1.20.8.1.3. Transfer of all individual and Member records through the Department Case Management Systems.
- 1.20.8.1.4. Transfer of services
- 1.20.8.1.5. Transfer of Case Management Services
- 1.20.8.2. The Closeout Plan shall also designate an individual to act as a closeout coordinator who will ensure that all requirements, steps, timelines, milestones, and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on Members and the Department.
- 1.20.8.2.1. Contractor shall ensure all policy, procedures, training, and appeals information are transferred to the Department.
- 1.20.8.3. Contractor shall deliver the Closeout Plan to the Department for review and approval.
- 1.20.8.4. Contractor shall provide weekly updates to the Department throughout the creation of and the performances within the Operations Guide, that show Contractor's status toward meeting the milestones described herein.
- 1.20.8.5. Contractor shall be ready to perform all Work by the Operational Start Date.
- 1.20.9. Closeout Period
  - 1.20.9.1. During the Closeout Period, Contractor shall complete all of the following:
    - 1.20.9.1.1. Implement the most recent Closeout Plan or Closeout Plan Update as approved by the Department in the Operations Guide, as described herein 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.
    - 1.20.9.1.2. 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.
    - 1.20.9.1.3. 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.
    - 1.20.9.1.4. Notify any Subcontractors of the termination of the Contract, as directed by the Department.
    - 1.20.9.1.5. Notify all Members that Contractor will no longer be the CMA as directed by the Department. Contractor shall create these notifications and deliver them to the Department for approval. Once the Department has approved the notifications, Contractor shall deliver these notifications to all Members, but in no event shall Contractor deliver any such notification prior to approval of that notification by the Department.
      - 1.20.9.1.5.1. **DELIVERABLE:** Member Notifications
      - 1.20.9.1.5.2. **DUE:** 90 Calendar Days prior to termination of the Contract

- 1.20.9.2. 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 Contractor of this determination for that requirement.
- 1.20.9.3. The Closeout Period may extend past the termination of the Contract. The Department will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Period. If 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.
- 1.20.10. Long-Range Plan
  - 1.20.10.1. Contractor shall create and present to the Department a Long-Range Plan for its Defined Service Area that describes, at a minimum, the following:
    - 1.20.10.1.1. Administrative and case management accomplishments of Contractor in the previous year.
    - 1.20.10.1.2. Identified unmet needs of eligible persons in the Defined Service Area and action steps necessary to meet those needs.
    - 1.20.10.1.3. How Contractor will solicit input from Members and families to ensure quality services.
    - 1.20.10.1.4. Local area issues that impact or are expected to impact the Defined Service Area and action steps on how to resolve those issues.
    - 1.20.10.1.5. Policies that are considered by Contractor to be a barrier to ensuring a comprehensive case management system and suggested modifications to overcome the barriers.
    - 1.20.10.1.6. A summary of how Contractor is working to recruit and retain case management staff currently and for the future to maintain and improve the case management services in its Defined Service Area.
    - 1.20.10.1.7. A summary of how Contractor is working to recruit new and existing providers to expand their services in the Defined Service Area.
    - 1.20.10.1.8. A summary of past efforts and future plans to accelerate access for people with disabilities.
    - 1.20.10.1.9. Contractor's efforts to recruit members of the Community Advisory Committee who represent the characteristics of the community.
    - 1.20.10.1.10. How Contractor will engage with and facilitate existing social networks including, but not limited to: CCBs, RAEs, Behavioral Health Authorities, schools, nursing facilities and other unpaid supports and advocacy partners will be used to support Members in the Defined Service Area.
    - 1.20.10.1.11. How State General Fund programs and supports will be used to support individuals, Members, and families within the Defined Service Area.
    - 1.20.10.1.12. How feedback will be obtained from community members, Members receiving services, and individuals seeking or waiting for services and how the feedback will

be incorporated into strategies for delivering case management services within the Defined Service Area.

- 1.20.10.1.12.1. **DELIVERABLE:** Long-Range Plan
- 1.20.10.1.12.2. **DUE:** At this interval:
  - 1.20.10.1.13. September 15, 2026 for Contractors with names beginning in A through M
  - 1.20.10.1.14. September 15, 2027 for Contractors with names beginning in N through Z
  - 1.20.10.1.15. September 15, 2028 for Contractors with names beginning in A through M
  - 1.20.10.1.16. September 15, 2029 for Contractors with names beginning in N through Z
- 1.20.10.2. Contractor shall present the key findings from the Long-Range Plan to the Department within 20 Business Days following the Long-Range Plan being submitted to the Department.
- 1.20.10.3. Contractor shall make any changes to the Long-Range Plan as directed by the Department and resubmit the Deliverable within 10 Business Days following the request.
- 1.20.11. Community Advisory Committee
  - 1.20.11.1. Within 30 Calendar Days following the Contract execution date, Contractor shall establish a Community Advisory Committee of no less than five committee members that will meet at least quarterly to obtain public input and guidance for CMA operations and follow rules and regulations set forth in C.R.S. 8.7201.C.
- 1.20.12. The Community Advisory Committee shall include, but not be limited to, at least one person as the regional representation from among the following categories:
  - 1.20.12.1. The Defined Service Area's county commissioners, area agencies on aging, medical professionals, physical and/or intellectual disability professionals, ombudsmen, human services agencies, county government officials, mental/behavioral health professionals, and
  - 1.20.12.2. Regional representation from one or more LTSS Members or family members of individuals receiving LTSS and make every effort to recruit and maintain a majority of individuals with this lived experience on the committee:
    - 1.20.12.2.1. Members with I/DD and/or
    - 1.20.12.2.2. Members with disabilities
    - 1.20.12.2.3. Members shall be given priority of selection over family members.
- 1.20.13. Contractor shall submit the Community Advisory Committee member list annually on the template prescribed by the Department.
- 1.20.14. If Contractor is unable to recruit and maintain a majority of members, advocates, and people with lived experience on the committee, Contractor shall outline efforts to do so with their deliverable submissions.
  - 1.20.14.1. **DELIVERABLE:** Community Advisory Committee Member List
  - 1.20.14.2. **DUE:** Annually, by August 15<sup>th</sup>
- 1.20.15. Contractor shall notify the Department of any changes to Community Advisory Committee membership within 10 Business Days following the date of change.

- 1.20.15.1. **DELIVERABLE:** Community Advisory Committee Membership Updates
- 1.20.15.2. **DUE:** Within 10 Business Days following the date of change to the membership list.
- 1.20.16. The Community Advisory Committee shall include at least two regional representatives of individuals or family members of individuals receiving long-term disability and/or I/DD services.
- 1.20.17. Contractor shall demonstrate efforts to recruit members of the committee who represent the characteristics of the community. These efforts shall be reflected in the Long-Range Plan.
- 1.20.18. The Community Advisory Committee is an advisory body to Contractor that provides recommendations and is not a decision-making body. As such the Community Advisory Committee shall:
  - 1.20.18.1. Provide public input and guidance to Contractor in the review of service delivery policies and procedures, marketing strategies, resource development, overall operations, service quality, individual Member satisfaction and other related programmatic opportunities. Contractor shall receive and consider recommendations from the Community Advisory Committee to modify policies and procedures to address systemic barriers at a local or regional level, in the Long-Range Plan.
  - 1.20.18.2. Support Contractor with developing strategies for resolving complaints at the local or regional level.
  - 1.20.18.3. Maintain and post public notices of meetings, meeting minutes, and documented follow up on Contractor's website.
  - 1.20.18.4. Contractor shall post the meeting date, time, and location of the meeting and the meeting agenda at least 10 Business Days prior to the meeting on Contractor's website.
  - 1.20.18.5. Contractor shall post meeting minutes and any related follow-up action items once approved by the Community Advisory Committee and Contractor on Contractor's website.
  - 1.20.18.6. Report to Contractor's governing body or board of directors quarterly on all case management complaints trends and follow-up completed by Contractor.
  - 1.20.18.7. Provide reports to the Department and its committees upon request.
  - 1.20.18.8. The Community Advisory Committee may be combined in purpose or name with other CMA committees in Contractor's defined service area so long as it meets the above purpose, criteria, and reports.
  - 1.20.18.9. The Community Advisory Committee must use the operational templates prescribed by the Department as minimum standards.
    - 1.20.18.9.1. **DELIVERABLE:** Semi-annual Community Advisory Committee Meeting Minutes
    - 1.20.18.9.2. **DUE:** Semi-Annually, for meetings held between July 1<sup>st</sup> and December 31<sup>st</sup>, Committee Updates are due January 15<sup>th</sup>, and for meetings held between January 1<sup>st</sup> through June 1<sup>st</sup>, Committee Updates are due June 15<sup>th</sup>
- 1.21. Performance Reviews
  - 1.21.1. The Department may conduct performance reviews or evaluations of Contractor in relation to the Work performed under the Contract.

- 1.21.2. The Department may work with 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.
- 1.21.3. 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. Contractor shall provide this information regardless of whether the Department decides to work with Contractor on any aspect of the performance review or evaluation.
- 1.21.4. 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.
- 1.21.5. 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.
- 1.21.6. The Department may recoup funding as a result of any performance review or evaluation where payment was rendered for services not complete or not in alignment with federal and/or state regulations or this Contract.

#### 1.22. Corrective Action Plan

- 1.22.1. When the Department determines that Contractor is not in compliance with any term of this Contract, Contractor, upon written notification by the Department, shall develop a corrective action plan. Corrective action plans shall include, but not be limited to:
  - 1.22.1.1. A detailed description of actions to be taken including any supporting documentation. Contractor's employee(s) responsible for implementing the actions.
  - 1.22.1.2. The implementation timeframes and a date for completion.
- 1.22.2. Contractor shall submit the Corrective Action Plan to the Department within 10 Business Days following the receipt of a written request from the Department.
  - 1.22.2.1. **DELIVERABLE:** Corrective Action Plan
  - 1.22.2.2. **DUE:** Within 10 Business Days following receipt of a written request from the Department
- 1.22.3. Contractor shall notify the Department in writing, within three Business Days, if it will not be able to present the Corrective Action Plan by the due date. Contractor shall explain the rationale for the delay and the Department may grant an extension, in writing, of the deadline for Contractor's compliance.
- 1.22.4. Upon receipt of Contractor's Corrective Action Plan, the Department will accept, modify, or reject the proposed Corrective Action Plan. Modifications and rejections shall be accompanied by a written explanation.
- 1.22.5. In the event of a rejection of Contractor's Corrective Action Plan Contractor shall re-write a revised Corrective Action Plan and resubmit it along with requested documentation to the Department for review.
  - 1.22.5.1. **DELIVERABLE:** Revised Corrective Action Plan
  - 1.22.5.2. **DUE:** Within five Business Days following the Department's rejection
- 1.22.6. Upon acceptance by the Department Contractor shall implement the Corrective Action Plan.

- 1.22.7. If corrections are not made by the timeline and/or 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 is made and accepted by the Department.
- 1.22.8. As part of the Corrective Action Plan, supporting documentation demonstrating that deficiencies have been remediated may be required. Contractor shall ensure all supporting documentation is submitted within the timeframes established in the Corrective Action Plan.
- 1.22.9. Upon receipt of Contractor's supporting documentation, the Department will accept, request modifications, or reject the documentation. Modifications and rejections shall be accompanied by a written explanation.
- 1.22.10. In the event of a rejection of Contractor's supporting documentation to the Corrective Action Plan, Contractor shall correct and resubmit the supporting documentation to the Department for review.
- 1.22.11. If a Corrective Action Plan or any supporting activities or documentation are required to correct a deficiency, are not submitted within the requested timeline and/or quality specified by the Department, funds may be suspended or withheld from this Contract.
  - 1.22.11.1. **DELIVERABLE:** Revised Supporting Documentation
  - 1.22.11.2. **DUE:** Within five Business Days following the Department's rejection
- 1.22.12. If corrections are not made by the timeline and quality specified by the Department then funds may be withheld and recovered from this Contract. Payments of funds from this Contract will resume beginning the month that the correction is made and accepted by the Department.
- 1.23. **Renewal Options and Extensions**
  - 1.23.1. 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.
  - 1.23.2. The Parties may amend the Contract to extend beyond eight years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address state or federal programmatic or policy changes related to the Contract, or to provide sufficient time to transition the Work.
- 1.24. **Department System Access**
  - 1.24.1. In the event that Contractor requires access to any Department computer system to complete the Work, Contractor shall have and maintain all hardware, software, and interfaces necessary to access the system without requiring any modification to the Department's system. Contractor shall follow all Department policies, processes, and procedures necessary to gain access to the Department's systems.
  - 1.24.2. Contractor shall be responsible for any costs associated with obtaining and maintaining access to systems needed to perform the Work under this solicitation, as determined by the Department. The Department will not reimburse Contractor for any costs associated with obtaining and maintaining access to Department systems.
- 1.25. **Provider Fraud**

- 1.25.1. Contractor shall notify the Department and the Colorado Medicaid Fraud Control Unit of the Colorado Department of Law (MFCU) if it identifies or suspects possible Provider Fraud as a result of any activities in its performance of this Contract.
- 1.25.2. Upon identification or suspicion of possible Provider Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.
  - 1.25.2.1. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:
    - 1.25.2.1.1. Written documentation of the findings.
    - 1.25.2.1.2. Information on any verbal or written reports.
    - 1.25.2.1.3. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, in a format agreed to by the Department.
    - 1.25.2.1.4. Information on the identification of any affected claims that have been discovered.
    - 1.25.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).
    - 1.25.2.1.6. Any additional information as required by the Department.
  - 1.25.3. For each incident of identified or suspected Provider Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department and the MFCU.
    - 1.25.3.1. **DELIVERABLE:** Completed Contractor Suspected Fraud Written Notice Form
    - 1.25.3.2. **DUE:** Within three Business Days following the initial discovery of the Fraud or suspected Fraud
  - 1.25.4. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
    - 1.25.4.1. **DELIVERABLE:** Contractor Suspected Fraud Written Notice Revisions and Additional Information
    - 1.25.4.2. **DUE:** Within three Business Days following the Department's or the MFCU's request, unless the Department or MFCU provides for a different period in its request.
- 1.26. Member Fraud
  - 1.26.1. Contractor shall notify the Department if it identifies or suspects possible Member Fraud as a result of any activities in its performance of this Contract.
  - 1.26.2. Upon identification or suspicion of possible Member Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.
    - 1.26.2.1. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:
      - 1.26.2.1.1. All verbal and written reports related to the suspected fraud.
      - 1.26.2.1.2. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, and the Member's State ID number, and Member's date of birth if applicable.
      - 1.26.2.1.3. Information on the identification of any affected claims that have been discovered.

- 1.26.2.1.4. Any claims data associated with its report in a format agreed to by the Department.
- 1.26.2.1.5. Any additional information as required by the Department.
- 1.26.3. For each incident of identified or suspected Member Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department at [report.clientfraud@state.co.us](mailto:report.clientfraud@state.co.us), or at such other email address as provided by the Department from time to time.
  - 1.26.3.1. **DELIVERABLE:** Completed Contractor Suspected Fraud Written Notice Form
  - 1.26.3.2. **DUE:** Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.26.4. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department.
  - 1.26.4.1. **DELIVERABLE:** Contractor Suspected Fraud Written Notice Revisions and Additional Information
  - 1.26.4.2. **DUE:** Within three Business Days following the Department's request, unless the Department provides for a different period in its request.

## 2. CONTRACTOR PERSONNEL

### 2.1. Personnel General Requirements

- 2.1.1. Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract.
- 2.2. The following positions can concurrently be assigned to other CMA contractual designee roles and responsibilities as needed by the CMA but must be included in at least one position description within the CMA.

#### 2.2.1. Contractor shall designate the following Key Personnel positions:

- 2.2.1.1. Executive Director or Administrator
- 2.2.1.2. Finance Director
- 2.2.1.3. Case Management Director
- 2.2.1.4. Continuous Quality Improvement Lead
- 2.2.1.5. Contract Lead
- 2.2.1.6. Information Technology Liaison
- 2.2.1.7. Regional Accountable Entity (RAE) Liaison
- 2.2.1.8. Medical Assistance (MA) Site/County Eligibility Liaison
- 2.2.1.9. Member and Family Liaison

#### 2.2.2. The Contract Lead shall be responsible for all the following:

- 2.2.2.1. Serving as Contractor's primary point of contact for the Department.
- 2.2.2.2. Serving as Contractor's primary point of contact for contract deliverables and other contract-related questions or issues for the Department.

- 2.2.2.3. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness, and completeness of all work.
- 2.2.2.4. Ensuring the timely submission and accuracy of all Deliverables submitted to the Department.
- 2.2.3. The Continuous Quality Improvement Lead shall be responsible for all the following:
  - 2.2.3.1. Development, implementation and ongoing oversight of Contractors Continuous Quality Improvement Plan,
  - 2.2.3.2. Reporting to the Department on identified quality trends
  - 2.2.3.3. Operate as Contractor's point of contact for activities including but not limited to Quality Improvement Strategies, Performance and Quality Reviews, Corrective Action Plan implementation.
- 2.2.4. The Information Technology Liaison shall be responsible for all the following:
  - 2.2.4.1. Operate as Contractor's point of contact for CCM and Bridge vendors,
  - 2.2.4.2. Provide oversight of data integrity within Contractor system(s), if applicable, and data entered into CCM and Bridge.
- 2.2.5. The RAE Liaison shall be responsible for all the following:
  - 2.2.5.1. Coordination between Contractor and the RAE(s) contracted within Contractor's designated service area,
  - 2.2.5.2. Actively participate in RAE/CMA workgroup meetings.
- 2.2.6. The MA Site/County Eligibility Liaison shall be responsible for all of the following:
  - 2.2.6.1. Coordination between Contractor and MA Site/County Eligibility within Contractor designated service area,
  - 2.2.6.2. Establishing and maintaining point of contact between agencies for Member escalations as they occur.
- 2.2.7. The Member and Family Liaison shall be responsible for all the following:
  - 2.2.7.1. Regulatory and contractual requirements of Community Advisory Committee,
  - 2.2.7.2. CMA internal policies and procedures to ensure Member and family access to a primary point of contact at the CMA to ensure a Member and family always have a point of contact regardless of case management assigned,
  - 2.2.7.3. CMA internal policies and procedures to ensure Member and family access to communication in their primary language and any reasonable accommodations,
  - 2.2.7.4. CMA internal policies and procedures to review:
    - 2.2.7.4.1. Critical Incident Reports Trends Analysis,
    - 2.2.7.4.2. Complaints and Grievances,
  - 2.2.7.5. Review and ensure responses occur to urgent and prioritized needs as outlined in the Member's contingency plan and/or back-up plan and the CMA's After-hours policy and

procedures as outlined in 1.18.2 to mitigate health and safety risks and deploy appropriate community resources.

- 2.2.8. Contractor shall post the name and contact information for the individual appointed as the Member and Family Liaison on Contractor's website.
- 2.2.9. Contractor shall provide the Department with a final list of individuals assigned to the Contract and appropriate contact information for those individuals using the template provided by the Department. Contractors with more than one Defined Service Area must submit the final list of individuals assigned to the Contract using the template provided by the Department for each Defined Service Area. The Department shall determine which Key Personnel may be allocated across organizational functions, which Key Personnel must be dedicated to the Contract, and which Key Personnel or Other Personnel must be dedicated to each Defined Service Area.
  - 2.2.9.1. **DELIVERABLE:** Key Personnel, final list of individuals assigned to the Contract
  - 2.2.9.2. **DUE:** Within five Business Days after the Effective Date and annually by July 15th
- 2.2.10. Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.
  - 2.2.10.1. **DELIVERABLE:** Key Personnel, updated list of individuals assigned to the Contract
  - 2.2.10.2. **DUE:** Within five Business Days after any change to the Key Personnel list
- 2.2.11. Contractor shall not permit any individual proposed for assignment to Key Personnel positions to perform any Work prior to the Department's approval of that individual to be assigned as Key Personnel.
- 2.2.12. Other Personnel
  - 2.2.12.1. Contractor shall have sufficient staffing levels to include case managers, case aids, supervisors, and other staff as necessary to complete the Work and to maintain caseload sizes to support the Work. Contractor shall meet or exceed best practice standards as set forth by the Department. Contractor shall not exceed the best practice caseload size standard of 1:65 without written approval from the Department.
  - 2.2.12.2. Contractor's Case Manager(s) shall meet all the qualifications listed in 10 C.C.R. 2505-10, Section 8.7203.A et seq.
  - 2.2.12.3. Contractor shall ensure appropriate staffing and infrastructure to address the needs of all populations including children and adults for all HCBS waivers and CFC.
- 2.3. Background Checks
  - 2.3.1. Contractor shall conduct background checks on all new applicants for positions in which direct care, as defined in section §26.3.1.101(3.5), C.R.S. will be provided to an at-risk adult, as defined in section §26-3.1-101 (1.5), C.R.S to include at a minimum a Colorado Bureau of Investigation check. On and after January 1, 2019, prior to employment, Contractor shall submit the name of a person who will be providing direct care, to an at-risk adult, as well as any other required identifying information, to the Colorado Department of Human Services for a check of the Colorado Adult Protective Services data system pursuant to section §26-3.1-111, C.R.S. to determine if the person is substantiated in a case of mistreatment of an at-risk adult.

2.3.2. If any of 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 Contractor shall maintain copies of such current licenses and certifications and provide them to the Department upon request.

#### 2.4. Personnel Availability

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

2.4.2. Contractor shall ensure that appropriate Key Personnel and Other Personnel are available for all regularly scheduled meetings between Contractor and the Department. The Department may, at times, require specific personnel to attend a meeting and will notify Contractor of such request.

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

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

2.4.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall be present at the meeting through video conference, telephonic, or in-person depending on the purpose and intent of the meeting. If Contractor has any personnel attend by telephone or video conference, Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.

2.4.6. Contractor shall respond to all telephone calls, voicemails, and emails from the Department within two Business Days following receipt by Contractor.

2.4.7. Contractor shall respond to Department directed escalations according as prescribed by the Department.

#### 2.5. Other Personnel Responsibilities

2.5.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the Department.

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

- 2.5.2.1.1. Contractor shall ensure that all Other Personnel have access to the CMA Contract to act a supporting resource to applicable requirements, related regulations and internal procedures when applicable to the performance of their duties.
- 2.5.3. 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:
  - 2.5.3.1. Contractor shall not subcontract more than 40% of the Work.
  - 2.5.3.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department for approval prior to commencement of Work.
    - 2.5.3.2.1. **DELIVERABLE:** Name of each Subcontractor, description of work being completed, and percentage of work being completed by the Subcontractor.
    - 2.5.3.2.2. **DUE:** Annually, by July 15th
  - 2.5.3.3. Contractor shall notify the Department of any changes to Subcontractors within 10 Business Days following the change.
  - 2.5.3.4. Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

**STATE OF COLORADO**

**THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS  
TO PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, Meagan L. Hilman, on behalf of Prowers County Public Health and Environment (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: \_\_\_\_\_

Printed Name: Meagan L. Hilman

Title: Director of Public Health

Date: \_\_\_\_\_



## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 6/9/26

**Submitter:** Don Wilson, County Administrator

**Submitted to the County Administration Office on:** 05/20/2026 email poll

**Return Originals to:** Don Wilson, County Administrator

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 5-20-2026 email poll approval of Otis Service and Repair Order for the elevator at 301 South Main Street, Lamar, CO. Otis Elevator Company is to provide labor and material to rebuild and reinstall motor in the amount of \$61,379.50, and authorized County Administrator, Don Wilson to execute the Order.

**Justification or Background:**

To repair elevator motor.

**Fiscal Impact:** This item is budgeted in the following account code:

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

<b>Admin Office Internal Use</b>	
<b>County Approvals (as needed):</b>	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____

# Otis Service and Repair Order

5/15/2026

**CUSTOMER NAME**

Prowers County Courthouse  
301 S Main St  
Lamar, CO 81052

**OTIS ELEVATOR COMPANY**

511 N MAIN ST, ROOM 608,  
PUEBLO, CO 81003

**OTIS CONTACT**

Trey Muilenburg  
Phone: (720) 201-6072  
Email: trey.muilenburg@otis.com

**PROJECT LOCATION**

PROWERS COUNTY COURTHOUSE  
301 S MAIN ST  
LAMAR, CO 81052-2866

**PROPOSAL NUMBER**

QTE-002440649

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
285214	ONLY PASS ELV

**SCOPE OF WORK**

Otis to provide labor and material to rebuild and reinstall motor.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

OTIS SERVICE AND REPAIR ORDER

**PRICE**

\$61,379.50

Sixty-one thousand three hundred seventy-nine and 50/100 dollars

This price is based on a **one hundred percent (100%) downpayment** in the amount of \$61,379.50.

**PAYMENT TERMS:**

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

**SUGGESTED BY:** DANIEL COOLEY

**TITLE:** Mechanic

**PURCHASE ORDER INFORMATION**

We strive to provide the best service to you!

Please be sure to provide your purchase order information to prevent any delays.

Thank you!

Purchase Order Required: Yes  No

Purchase Order Number: \_\_\_\_\_

Purchase Order Amount: \_\_\_\_\_

Accounts Payable Contact Name: Paula Gonzales

Accounts Payable Contact Email: Paula.Gonzales@prowerscounty.net

Phone number: 719-336-8025

Accepted in Duplicate

Powers County Courthouse

Otis Elevator Company

Date: 5/20/26

Date: 6/1/26

Signed: [Signature]

Signed: [Signature]

Print Name: Don Wilson

Print Name: Timothy Spowitz

Title: County Administrator

Title: Director & GM, Denver

Email: dwilson@prowerscounty.net

Email: \_\_\_\_\_

Company Name: Powers County Courthouse

Principal, Owner or Authorized Representative of Principal or Owner

Agent \_\_\_\_\_  
(Name of Principal or Owner)

**TERMS AND CONDITIONS**

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the

equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.



## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 6/9/26

**Submitter:** Don Wilson

**Submitted to the County Administration Office on:** 6/5/26

**Return Originals to:** Don Wilson

**Number of originals to return to Submitter:** 1

**Contract Due Date:** 6/15/26

**Item Title/Recommended Board Action:**

Consider approval of Proclamation declaring June 15th as World Elder Abuse Awareness Day.

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code:

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

<b>Admin Office Internal Use</b>	
<b>County Approvals (as needed):</b>	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____



## **World Elder Abuse Awareness Day**

- WHEREAS: Older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers and vital participating members of our communities;
- WHEREAS: In 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and
- WHEREAS: June 15th marks the 15th Annual World Elder Abuse Awareness Day. Its recognition will promote a better understanding of abuse and neglect of older adults; and
- WHEREAS: The National Center on Elder Abuse (NCEA) and the Colorado Long-Term Care Ombudsman Program recognize the importance of acting to raise awareness, prevent and address elder abuse; and
- WHEREAS: As our population lives longer, we are presented with an opportunity to think about our collective needs and future as a nation; and
- WHEREAS: Ageism and social isolation are major causes of elder abuse in the United States; and
- WHEREAS: Recognizing that it is up to all of us, to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse; and
- WHEREAS: Preventing abuse of older adults through maintaining and improving social supports like senior centers, human services and transportation will allow everyone to continue to live as independently as possible and contribute to the life- and vibrancy of our communities; and
- WHEREAS: Where there is justice there can be no abuse; therefore, NCEA urges all people to restore justice by honoring older adults.
- WHEREAS: Join us in our engaging and empowering movement, and putting an end to abuse.

THEREFORE; **NOW, THEREFORE,** The Prowers County Board of County Commissioners do hereby proclaim June 15, 2026 as World Elder Abuse Awareness Day in Prowers County, Colorado and encourage all of our communities to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our country.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2026, by the Board of County Commissioners of Prowers County, Colorado.

\_\_\_\_\_  
Roger Stager, Chairman

\_\_\_\_\_  
Ty Harmon, Commissioner

\_\_\_\_\_  
Ron Cook, Commissioner

ATTEST:

\_\_\_\_\_  
Jana Coen