

CONTRACT AMENDMENT #6

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	Original Contract Number 20-134787
Contractor Mountain Valley Developmental Services, Incorporated	Amendment Contract Number 20-134787A6
Current Contract Maximum Amount State General Fund Programs Initial Term State Fiscal Year 2019-20 \$23,302,027.00 Extension Terms State Fiscal Year 2020-2021 \$19,864,414.00 State Fiscal Year 2021-2022 \$20,329,819.00 <i>Estimated Contractor Share</i> \$194,479.63 State Fiscal Year 2022-2023 \$20,682,930.00 <i>Estimated Contractor Share</i> \$276,628.00 State Fiscal Year 2023-2024 \$21,303,418.00 <i>Estimated Contractor Share</i> \$341,077.00 Total for All State Fiscal Years \$105,482,608.00 Medicaid Programs Initial Term State Fiscal Year 2019-20 \$5,830,152.00 Extension Terms State Fiscal Year 2020-2021 \$8,157,493.00 State Fiscal Year 2021-2022 No Contract Maximum State Fiscal Year 2022-2023 No Contract Maximum State Fiscal Year 2023-2024 No Contract Maximum Total for All State Fiscal Years \$13,987,645.00	Contract Performance Beginning Date July 1, 2019 Current Contract Expiration Date June 30, 2024

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">Mountain Valley Developmental Services, Incorporated Sara Sims, Executive Director</p> <p>DocuSigned by: <i>Sara Sims</i></p> <p>By: _____ 00F90292CA4E493...</p> <p>Date: <u>9/27/2023 13:46 PDT</u></p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor</p> <p style="text-align: center;">Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by: <i>Kim Bimestefer</i></p> <p>By: _____ 0B6A84797EA8493...</p> <p>Date: <u>9/27/2023 14:03 PDT</u></p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

<p style="text-align: center;">STATE CONTROLLER</p> <p style="text-align: center;">Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Jerrod Cotosman</i></p> <p>By: _____ 76F69541272B43A...</p> <p>Amendment Effective Date: <u>9/28/2023 07:24 PDT</u></p>	
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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.

2. 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.

3. 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.

B. 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 and shall terminate on the termination of the Contract.

4. PURPOSE

The purpose of this Amendment is to modify the Community Centered Board service area.

5. MODIFICATIONS

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

- A. Exhibit C-5, Contractor’s General Requirements, is hereby deleted in its entirety and replaced with Exhibit C-6, Contractor’s General Requirements, attached hereto and incorporated by reference in the Contract. All references within this Contract to Exhibit C, C-1, C-2, C-3, C-4, or C-5 shall now be deemed to reference Exhibit C-6.

6. 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 C-6, CONTRACTOR'S GENERAL REQUIREMENTS

1. CONTRACTOR'S GENERAL REQUIREMENTS

1.1. The Department will contract with only one organization for the Service Area designated in Section 1.2, 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. Community Centered Board Designation

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

1.2.1.1. Eagle County.

1.2.1.2. Garfield County.

1.2.1.3. Pitkin County.

1.2.2. 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.

1.2.3. 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.

1.2.4. 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.

1.2.5. 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.

1.3. Deliverables

- 1.3.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.
- 1.3.2. All Deliverables shall be submitted to the Department by close of business on the due date determined by the Department.
 - 1.3.2.1. 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:
 - 1.3.2.1.1. Gather and document requirements for the Deliverable.
 - 1.3.2.1.2. Create a draft in the Department-approved format for the individual Deliverable.
 - 1.3.2.1.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:
 - 1.3.2.1.3.1. Readability.
 - 1.3.2.1.3.2. Spelling.
 - 1.3.2.1.3.3. Grammar.
 - 1.3.2.1.3.4. Completion.
 - 1.3.2.1.4. Adhere to all required templates or development of templates.
 - 1.3.2.2. The Department will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes and resubmit the Deliverable within the timeframe determined by the Department.
 - 1.3.2.2.1. 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.
 - 1.3.2.2.2. 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.
 - 1.3.2.3. 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. Contractor shall not receive payment for a Deliverable until it has been received and accepted by the Department. Deliverables requiring correction shall not be paid until receipt of a revised and accepted Deliverable.
- 1.3.3. 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.
- 1.3.4. 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.

- 1.3.5. 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.
- 1.3.6. 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.
 - 1.3.6.1. Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.

1.4. Stated Deliverables and Performance Standards

- 1.4.1. 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.

1.5. Communication with the Department

- 1.5.1. Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems. The Department currently uses Microsoft Office 2016 and/or Microsoft Office 365 for PC. If 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.
- 1.5.2. 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:
 - 1.5.2.1. The date the transmittal will be effective.
 - 1.5.2.2. Direction to Contractor regarding performance under the Contract.
 - 1.5.2.3. A due date or timeline by which Contractor shall comply with the direction contained in the transmittal.
 - 1.5.2.4. The name of the Department employee who has been designated to sign transmittals.

- 1.5.2.4.1. 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.
- 1.5.3. 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.
- 1.5.3.1. 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.
- 1.5.4. 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.
- 1.5.5. 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.
- 1.5.6. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. 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.
- 1.5.7. Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.

1.6. **Member Engagement**

1.6.1. **Person- and Family- Centered Approach**

- 1.6.1.1. Contractor shall actively engage Members in their health and well-being by demonstrating the following:
 - 1.6.1.1.1. Responsiveness to Member and family/caregiver needs by incorporating best practices in communication and cultural responsiveness in service delivery.
 - 1.6.1.1.2. Utilization of various tools to communicate clearly and concisely.
 - 1.6.1.1.3. Contractor shall align Member engagement activities with the Department's person- and family-centered approach that respects and values individual preferences, strengths, and contributions.

1.6.2. **Cultural Responsiveness**

- 1.6.2.1. Contractor shall provide and facilitate the delivery of services in a culturally competent manner to all individuals and Members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.
- 1.6.2.2. 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.
 - 1.6.2.2.1. 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.

1.6.3. Language Assistance Services

- 1.6.3.1. Contractor shall provide language assistance services including bilingual staff and/or interpreter services, at no cost to the individual or Member. Language assistance shall be provided at all points of contact, in a timely manner and during all hours of operation.
- 1.6.3.2. Contractor shall make oral interpretation available in all languages.
- 1.6.3.3. Contractor shall assure the competence of language assistance provided by interpreters and bilingual staff.
- 1.6.3.4. Contractor shall not use family and friends to provide interpretation services except by the request of the individual or Member.
- 1.6.3.5. Contractor shall provide interpreter services for all interactions with Clients and Members when there is no Contractor staff person available who speaks a language understood by an individual or Member.
- 1.6.3.6. 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:
 - 1.6.3.6.1. Oral interpretation for any language. Oral interpretation requirements apply to all non-English languages, not just those that the state identifies as prevalent.
 - 1.6.3.6.2. 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.
 - 1.6.3.6.3. Contractor shall ensure that customer service telephone functions easily access interpreter or bilingual services.

1.6.4. Written Materials for Individuals and Members

- 1.6.4.1. Contractor shall ensure that all written materials created for distribution to individuals and Members meet all noticing requirements of 45 C.F.R. Part 92.
- 1.6.4.2. Contractor shall ensure that all written materials created for distribution to individuals and Members are culturally and linguistically appropriate to the recipient.
- 1.6.4.3. Contractor shall write all materials in easy to understand language.

1.6.5. Individual and Member Communications

- 1.6.5.1. Contractor shall maintain consistent communication, both proactive and responsive, with all individuals and Members.
- 1.6.5.2. Contractor shall assist any individual or Member who contacts Contractor, including Clients and Members not in Contractor’s Region/District/Service Area, who need assistance contacting his/her CCB, SEP, CMA, RAE, or other agencies.

1.6.6. Individual and Member Rights

- 1.6.6.1. Contractor shall have written policies guaranteeing each individual’s and Member’s right to be treated with respect and due consideration for his or her dignity and privacy.
- 1.6.6.2. Contractor shall provide information to individuals and Members regarding their rights that include, but are not limited to:
 - 1.6.6.2.1. The right to be treated with respect and due consideration for their dignity and privacy.
 - 1.6.6.2.2. The right to participate in decisions regarding their services.
 - 1.6.6.2.3. The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.
 - 1.6.6.2.4. The right to request and receive a copy of their records.
 - 1.6.6.2.5. The right to obtain available and accessible services under the Contract.
- 1.6.6.3. Contractor shall post and distribute rights to individuals, including, but not limited to:
 - 1.6.6.3.1. Individual/Members.
 - 1.6.6.3.2. Individual’s/Member’s families.
 - 1.6.6.3.3. Providers.
 - 1.6.6.3.4. Case workers.
 - 1.6.6.3.5. Stakeholders.

1.7. Community Outreach

- 1.7.1. Contractor shall create and implement a Community Outreach Plan for the contract period. The Community Outreach Plan shall include, but not be limited to a description of the following:
 - 1.7.1.1. How Contractor plans to utilize existing social networks and natural sources of support in their designated service area;
 - 1.7.1.2. How Contractor plans to utilize state-funded services and supports administered at the local level;
 - 1.7.1.3. How Contractor plans to collaborate with and seek input from the community, members receiving or waiting to receive services, and service agencies under contract with Contractor.

1.7.2. Contractor shall submit the Community Outreach Plan to the Department for review, approval, and payment.

1.7.2.1. DELIVERABLE: Community Outreach Plan

1.7.2.2. DUE: Annually, by August 15th

1.8. Operations Guide

1.8.1. Contractor shall not engage in any Work under the Contract 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.

1.8.2. Contractor shall create and implement an Operations Guide. The Operations Guide shall include the creation and management of the following:

1.8.2.1. Communication Plan.

1.8.2.2. Business Continuity Plan.

1.8.2.3. Long-Range Plan.

1.8.2.4. Closeout Plan.

1.8.3. Contractor shall submit the Operations Guide to the Department for review, approval, and payment.

1.8.3.1. DELIVERABLE: Operations Guide

1.8.3.2. DUE: Within 45 Business Days after the Effective Date

1.8.4. Contractor shall review its Operations Guide on an 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. If changes were made to the Operations Guide, Contractor shall also compile and submit a summary of all changes to the Department.

1.8.4.1. DELIVERABLE: Annual Operations Guide Update and Summary

1.8.4.2. DUE: Annually, by August 15th

1.8.5. The Operational Start Date shall not occur until Contractor has completed all requirements of the Operations Guide, unless the Department provides written approval otherwise.

1.9. Communication Plan with Members, Providers, and Other Entities

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

1.9.1.1. 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.

- 1.9.1.2. 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.
- 1.9.1.3. 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.
- 1.9.1.4. 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.
- 1.9.1.5. A listing of the following individuals within Contractor's organization, including cell phone numbers and email addresses:
 - 1.9.1.5.1. 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.
 - 1.9.1.5.2. An individual who is responsible for any website or marketing related to the Work.
 - 1.9.1.5.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.
 - 1.9.1.5.3.1. An outline of the process for Contractor's communication, timely responses, and emergency protocols in the event there is a natural disaster or Pandemic.
 - 1.9.1.5.3.1.1. Communication plan to encompass responding to the Department, provider agencies, members and community organizations.

1.10. **Business Continuity Plan**

- 1.10.1. Contractor shall create a Business Continuity Plan that Contractor will follow in order to continue operations during and after 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:
 - 1.10.1.1. The essential services and functions provided by Contractor.
 - 1.10.1.2. The lead person and response team responsible for implementing the business continuity plan, individual/team roles, and contact information.
 - 1.10.1.3. How emergency responses procedures will be implemented and who will activate the business continuity plan.
 - 1.10.1.4. How Contractor will implement a flexible work plan that includes social distancing, hygiene etiquette, cancellation of non-essential activities and services, closure of buildings, and/or relocation to alternative facilities.
 - 1.10.1.5. How Contractor will address training personnel, preparing equipment, and backup systems.

- 1.10.1.6. How Contractor will address budget and finance mechanisms to ensure financing of essential services.
- 1.10.1.7. How Contractor will ensure necessary supplies and equipment are available to maintain essential services.
- 1.10.1.8. 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.
- 1.10.1.9. How Contractor will manage employees who are exposed to a Pandemic related illness, suspected to be ill, become ill at a worksite, and implement s infection control response and immediate mandatory sick leave.
- 1.10.1.10. How Contractor will ensure or enhance communication and information technology infrastructure to support tele-commuting.
- 1.10.1.11. 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.
- 1.10.1.11.1. In the event of a Disaster, the plan shall also include how Contractor will make all information available at its back-up facilities.
- 1.10.1.12. 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.
- 1.10.1.13. How Contractor will minimize the effects on Members of any Business Interruption to include how Contractor will notify members of closures and cancellations.
- 1.10.1.14. 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.
- 1.10.1.15. How Contractor will transition from in person meetings to conference calls or other virtual platforms or cancel or delay meetings as necessary.
- 1.10.1.16. Planned long-term back-up facilities out of which Contractor can continue operations after a Disaster.
- 1.10.1.17.** The time period it will take to transition all activities from Contractor’s regular facilities to the back-up facilities after a Disaster.
- 1.10.1.18. 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.
- 1.10.1.19. 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.
- 1.10.1.20. How Contractor will implement steps to return to normal after a Business Interruption.

1.11. Long-Range Plan

- 1.11.1. Contractor shall create a long-range plan, or strategic plan, for its designated service area pursuant to 10 C.C.R. 2505-10, Section 8.601.1 (c). The long-range plan shall include, but not be limited to:
 - 1.11.1.1. A summary of the agency's administrative or case management accomplishments.
 - 1.11.1.2. A summary of the needs determination to include identified needs of eligible persons in the designated service area and a plan to address those needs.
 - 1.11.1.3. A summary of the local area issues impacting or expected to impact the designated service area and a plan to address those issues.
 - 1.11.1.4. A summary of how public input was obtained/sought for the development of the long-range plan or annual update.
 - 1.11.1.5. A summary of solutions and specific policies that are a barrier to ensuring a comprehensive service delivery system.
 - 1.11.1.6. The Long-Range Plan must include updates from the previous year's plan.

1.12. Closeout Plan

- 1.12.1. 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.
 - 1.12.1.1. The Closeout Plan shall include, but is not limited to:
 - 1.12.1.1.1. Transfer of Individuals and Members
 - 1.12.1.1.1.1. Transfer of documentation to include all electronic and physical documentation.
 - 1.12.1.1.1.2. Transfer of all individuals and Member records through the Department Case Management Systems.
 - 1.12.1.1.2. Transfer of services
 - 1.12.1.1.3. Transfer of Case Management Services
 - 1.12.1.2. 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 individuals and Members and the Department.
 - 1.12.1.2.1. Contractor shall ensure all policy, procedures, training, and appeals information are transferred to the Department.
 - 1.12.1.3. Contractor shall deliver the Closeout Plan to the Department for review and approval.
- 1.12.2. Contractor shall be ready to perform all Work by the Operational Start Date.

1.12.3. In the event Contractor is required to implement their Closeout Plan, Contractor shall provide weekly updates to the Department demonstrating compliance and progression to toward meeting the milestones described herein and in the approved Closeout Plan.

1.13. Closeout Period

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

1.13.1.1. 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.

1.13.1.2. 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.

1.13.1.3. 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.

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

1.13.1.5. Notify all Members that Contractor will no longer be the SEP 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.

1.13.1.5.1. DELIVERABLE: Member Notifications

1.13.1.5.2. DUE: 90 days prior to termination of the Contract

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

1.13.1.7. 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.

1.14. Performance Reviews

1.14.1. The Department may conduct desk reviews and/or on-site performance reviews or evaluations of Contractor in relation to the Work performed under the Contract.

- 1.14.2. 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.
- 1.14.3. 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.
- 1.14.4. Contractor shall provide all documentation requested by the Department to complete the performance review using the Departments identified process within 10 Business Days of the Department request. All documentation must be complied in the Departments prescribed manner to ensure a time efficient review.
- 1.14.5. 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.
- 1.14.6. 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.
- 1.14.7. 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.

1.15. Renewal Options and Extensions

- 1.15.1. 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 reprocur the performance of the Work in its sole discretion.
- 1.15.2. The Parties may amend the Contract to extend beyond five 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.

1.16. Department System Access

- 1.16.1. 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.
- 1.16.2. 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.

1.17. Provider Fraud

- 1.17.1. 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.
- 1.17.2. Upon identification or suspicion of possible Provider Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.
- 1.17.3. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.17.3.1. Written documentation of the findings.
 - 1.17.3.2. Information on any verbal or written reports.
 - 1.17.3.3. 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.
 - 1.17.3.4. Information on the identification of any affected claims that have been discovered.
 - 1.17.3.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).
 - 1.17.3.6. Any additional information as required by the Department.
- 1.17.4. 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.
 - 1.17.4.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form
 - 1.17.4.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.17.5. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
 - 1.17.5.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information
 - 1.17.5.2. 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.
- 1.18. **Member Fraud**
 - 1.18.1. 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.
 - 1.18.2. Upon identification or suspicion of possible Member Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.
 - 1.18.3. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.18.3.1. All verbal and written reports related to the suspected fraud.

- 1.18.3.2. 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.
- 1.18.3.3. Information on the identification of any affected claims that have been discovered.
- 1.18.3.4. Any claims data associated with its report in a format agreed to by the Department.
- 1.18.3.5. Any additional information as required by the Department.
- 1.18.4. 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, or at such other email address as provided by the Department from time to time.
 - 1.18.4.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form
 - 1.18.4.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.18.5. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department.
 - 1.18.5.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information
 - 1.18.5.2. 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. Key Personnel

- 2.1.1. Contractor shall provide qualified Key Personnel and other personnel as necessary to perform the Work throughout the term of the Contract.
- 2.1.2. Contractor shall designate people to hold the following Key Personnel positions:
 - 2.1.2.1. Executive Director
 - 2.1.2.2. Licensed Medical Professional
 - 2.1.2.3. Chief Financial Officer
 - 2.1.2.4. Case Management Director
 - 2.1.2.5. Contract Lead
 - 2.1.2.6. The Contract Lead shall be responsible for all of the following:
 - 2.1.2.7. Serving as Contractor's primary point of contact for contract deliverables and other contract related questions or issues for the Department.
 - 2.1.2.8. 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.
 - 2.1.2.9. Ensuring the timely submission and accuracy of all Deliverables submitted to the Department.

- 2.1.3. Contractor shall provide the Department with a final list of individuals assigned to the Contract and appropriate contact information for those individuals.
 - 2.1.3.1. DELIVERABLE: Final list of Key Personnel
 - 2.1.3.2. DUE: Annually, by July 15th
- 2.1.4. Contractor shall update this list to account for changes in the Key Personnel.
 - 2.1.4.1. DELIVERABLE: Updated list of Key Personnel
 - 2.1.4.2. DUE: Within 10 Business Days of the any change to Key Personnel

2.2. Background Checks

- 2.2.1. 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, a Community Centered Board 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.
- 2.2.2. 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.

2.3. Personnel Availability

- 2.3.1. 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.
- 2.3.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.
- 2.3.3. 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.
- 2.3.4. 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.
- 2.3.5. 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 or

attend by telephone or video conference, unless the Department gives prior, written permission. 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.

- 2.3.6. Contractor shall respond to all telephone calls, voicemails, and emails from the Department within two Business Days of receipt by Contractor, unless the situation is identified as urgent by the Department. For situations identified as urgent by the Department, Contractor must respond to the Department the same Business Day but no later than 24 hours following the request.

2.4. **Other Personnel Responsibilities**

- 2.4.1. 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.
- 2.4.2. 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.
- 2.4.3. Contractor shall employ or contract with a licensed medical professional who will be available for consultation regarding Long Term Home Health (LTHH) PARs for Members.
- 2.4.4. 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:
 - 2.4.4.1. Contractor shall not subcontract more than 40% of the Work.
 - 2.4.4.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.
 - 2.4.4.2.1. **DELIVERABLE:** Name of each Subcontractor and items on which each Subcontractor will work.
 - 2.4.4.2.2. **DUE:** Annually, by July 15th
- 2.4.5. Contractor shall notify the Department of any changes to Subcontractors within 10 business days of the change.
- 2.4.6. Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

3. **INFORMATION TECHNOLOGY REQUIREMENTS**

3.1. **Protection of System Data**

- 3.1.1. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Records by the State or its agents in connection

with Contractor's performance under the Contract, Contractor shall protect all State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.

- 3.1.2. For the avoidance of doubt, the terms of this Exhibit shall apply to the extent that any of the following statements is true in regard to Contractor access, use, or disclosure of State Records:
 - 3.1.2.1. Contractor provides physical or logical storage of State Records;
 - 3.1.2.2. Contractor creates, uses, processes, discloses, transmits, or disposes of State Records;
 - 3.1.2.3. Contractor is otherwise given physical or logical access to State Records in order to perform Contractor's obligations under this Contract.
 - 3.1.2.4. Contractor shall, and shall cause its Subcontractors, to do all of the following:
 - 3.1.2.5. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
 - 3.1.2.6. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
 - 3.1.2.7. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - 3.1.2.8. Provide reasonable policies, procedures and training intended to prevent unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - 3.1.2.9. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").
 - 3.1.2.10. Comply with rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT") pursuant to §24-37.5-401 through 406, C.R.S and 8 C.C.R §1501-5 as posted at www.oit.state.co.us/about/policies.
 - 3.1.3. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
 - 3.1.4. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.

- 3.1.5. Contractor will provide notice to the Security and Compliance Representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
- 3.1.6. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

3.2. **Data Handling**

- 3.2.1. The State, in its sole discretion, may securely deliver State Records directly to the facility where such data is used to perform the Work. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
- 3.2.2. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- 3.2.3. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days of the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legislation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore.
- 3.2.4. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

EXHIBIT END