



COLORADO

**Department of Health Care
Policy & Financing**

HCPF Solicitation #:

RFP UHAA 2016000079

Intellectual and/or Developmental Disabilities (I/DD)

Crisis Center Pilot Project

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SECTION 1.0 INTRODUCTION

1.1. GENERAL INFORMATION

- 1.1.1. The Colorado Department of Health Care Policy and Financing (Department) is soliciting competitive, responsive proposals from experienced and financially sound organizations to perform as a Crisis Center Pilot Contractor for the Department.

1.2. ANTICIPATED CONTRACT TERM

- 1.2.1. The Contractor's start-up period is anticipated to begin on March 1, 2016 and end on April 25, 2016.
- 1.2.2. The initial operational period of the Contract is anticipated to begin at the end of the start-up period, or concurrently with the start-up period at the Department's sole discretion, and will last until June 30, 2017.
- 1.2.3. The total duration of the Contract, from the Operational Start Date until termination, and including the Department's exercise of any options, is not anticipated to exceed three (3) years; however, the Department may extend the Contract to five (5) years. In addition, the Department may extend the Contract beyond five (5) 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.

SECTION 2.0 TERMINOLOGY

2.1. ACRONYMS, ABBREVIATIONS AND OTHER TERMINOLOGY

- 2.1.1. Acronyms and abbreviations are defined at their first occurrence in this Request for Proposals (RFP). The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
 - 2.1.1.1. BHO – Behavioral Health Organization. The managed care entity contracting with the Department to provide behavioral health services to Medicaid eligible individuals on a risk contracting basis (10 CCR 2505-10 §8.212.1).
 - 2.1.1.2. Behavioral Consultant - An individual with either:
 - 2.1.1.2.1. A Master's degree or higher in behavioral, social or health sciences or education and nationally certified as a "Board Certified Behavior Analyst" (BCBA), or certified by a similar nationally recognized organization with at least 2 years of direct-supervision experience developing and implementing behavioral support plans utilizing established approaches including Behavioral Analysis or Positive Behavioral Supports that are consistent with best practice and research on effectiveness for people with developmental disabilities.
 - 2.1.1.2.2. A Baccalaureate degree or higher in behavioral, social or health sciences or education and be 1) certified as a "Board Certified Associate Behavior Analyst" (BCABA) or 2) be enrolled in a BCABA or BCBA certification program or completed a Positive Behavior Supports training program and 3) working under the supervision of a certified or licensed Behavioral Services Provider.

- 2.1.1.3. Business Day - Any day in which the Department is open and conducting business, but shall not include weekend days or any day on which the Department observes one of the following holidays:
 - 2.1.1.3.1. New Year's Day.
 - 2.1.1.3.2. Martin Luther King, Jr. Day.
 - 2.1.1.3.3. Washington-Lincoln Day (also referred to as President's Day).
 - 2.1.1.3.4. Memorial Day.
 - 2.1.1.3.5. Independence Day.
 - 2.1.1.3.6. Labor Day.
 - 2.1.1.3.7. Columbus Day.
 - 2.1.1.3.8. Veterans' Day.
 - 2.1.1.3.9. Thanksgiving Day.
 - 2.1.1.3.10. Christmas Day.
- 2.1.1.4. Business Interruption - Any event that disrupts the Contractor's ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
- 2.1.1.5. CHP+ - The Colorado Child Health Plan *Plus*.
- 2.1.1.6. Closeout Period - The period beginning on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by the Department of non-renewal and ending on the day that the Department has accepted the final deliverable for the Closeout Period and has determined that the final transition is complete.
- 2.1.1.7. Contract - The agreement that is entered into as a result of this solicitation.
- 2.1.1.8. Contractor - The individual or entity selected as a result of this solicitation to complete the Work contained in the Contract.
- 2.1.1.9. CPI-U - The Consumer Price Index for All Urban Consumers published by the US Department of Labor, Bureau of Labor Statistics.
- 2.1.1.10. Colorado State Plan - A written statement that describes the purpose, nature, and scope of Colorado's Medical Assistance Program. The Plan is submitted to the CMS and assures that the program is administered consistently within specific requirements set forth in both the Social Security Act and the Code of Federal Regulations (CFR) in order for a state to be eligible for Federal Financial Participation (FFP) (10 CCR 2505-10§8.100.1).
- 2.1.1.11. Community Based Mobile Supports - Teams of highly trained individuals that have the capacity to intervene quickly, 24 hours a day 7 days a week, wherever the crisis is occurring, such as homes, emergency rooms, police stations, jails, outpatient mental health settings and schools.
- 2.1.1.12. Cross System Response - An integrated form of care that can be used to addresses individuals in crisis.

- 2.1.1.13. Department - The Colorado Department of Health Care Policy and Financing, a department of the government of the State of Colorado.
- 2.1.1.14. Developmental Disability - A disability that is manifested before the person reaches twenty-two (22) years of age, which constitutes a substantial disability to the affected individual, and is attributable to mental retardation or related conditions which include cerebral palsy, epilepsy, autism or other neurological conditions when such conditions result in either impairment of general intellectual functioning or adaptive behavior similar to that of a person with mental retardation.
- 2.1.1.15. Disaster - An event that makes it impossible for the Contractor to perform the Work out of its regular facility, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
- 2.1.1.16. Effective Date - The effective date defined in the Contract.
- 2.1.1.17. Follow up Services - Coordination of services which includes facilitating enrollment, locating, coordinating and monitoring needed HCBS waiver services, and coordinating with other non-waiver resources, including but not limited to psychiatric, medical, social, educational, and other resources to ensure an individual in the Pilot Services receives the right supports to mitigate future behavioral health crises.
- 2.1.1.18. HIPAA - The Health Insurance Portability and Accountability Act of 1996.
- 2.1.1.19. Home and Community Based Services (HCBS) Wavier Services - A program of services under the authority of Section 1915(c) of the Social Security Act that permits a state to waive certain Medicaid requirements in order to furnish an array of home and community-based services that promote community living for Medicaid beneficiaries and, thereby, avoid institutionalization. Waiver services complement and/or supplement the services that are available through the Medicaid State plan and other Federal, state and local public programs as well as the supports that families and communities provide to individuals.
- 2.1.1.20. In Home Therapeutic Respite - A coordinated service team that will assist individuals with Intellectual Disabilities in a behavioral health crisis, along with their current Service Provider or main caretaker.
- 2.1.1.21. Key Personnel - The position or positions that are specifically designated as such in the Contract.
- 2.1.1.22. Member - individuals who have both an intellectual or developmental disability and a mental health or behavioral disorder and who also require services not available through an existing Home and Community Based Services (HCBS) waiver or covered under the Colorado behavioral health care system.
- 2.1.1.23. Offeror - Any individual or entity that submits a proposal, or intends to submit a proposal, in response to this solicitation.
- 2.1.1.24. Operational Start Date - When the Department authorizes the Contractor to begin fulfilling its obligations under the Contract.
- 2.1.1.25. Other Personnel - Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.

- 2.1.1.26. PHI - Protected Health Information.
- 2.1.1.27. Pilot Project – the Pilot Project established by House Bill 15-1368 to provide crisis intervention, stabilization, and follow-up services to individuals who have both an intellectual or developmental disability and a mental health or behavioral disorder and who also require services not available through an existing Home and Community Based Services (HCBS) waiver or covered under the Colorado behavioral health care system.
- 2.1.1.28. Psychologist - A provider that meets the requirements to practice psychology as defined in Part 3 of Article 43 of Title 12 of the Colorado Revised Statutes. (10 CCR 2505-10 §8.200.1)
- 2.1.1.29. Psychiatrist - A provider that meets the requirements of Colorado Medical Board as a physician.
- 2.1.1.30. Registered Nurse - A provider that meets the requirements of the Colorado Board of Nursing.
- 2.1.1.31. Rural – an area encompasses all population, housing and territory not included within an urban area. (2010 Census Urban and Rural Classification and Urban Area Criteria).
- 2.1.1.32. SFY - State Fiscal Year. The twelve (12) month period beginning on July 1st of a year and ending on June 30th of the following year.
- 2.1.1.33. Site-Based Therapeutic Respite - A designated facility or a distinct part of a facility for short-term psychiatric care and treatment for individuals with an Intellectual Disability and a behavioral health concern.
- 2.1.1.34. Social worker - A person who possesses an earned master's or bachelor's degree in social work from a social work education program accredited by the council on social work education, or a doctoral degree in social work from a doctoral program within a social work education program accredited by the council on social work education, and who is practicing within the scope of section 12-43-403. Clinical social work practice shall have the same meaning as social work practice as defined in section 12-43-403. Part 4, Article 43, Title 12 of the Colorado Revised Statutes.
- 2.1.1.35. Start-Up Period - The period from the Effective Date, until the Operational Start Date. At the Department's sole discretion, the Start-Up Period may occur concurrently with the Operational Start Date.
- 2.1.1.36. Subcontractor - Third-parties, if any, engaged by Contractor to aid in performance of its obligations under the Contract.
- 2.1.1.37. Urban - an area that is a densely developed territory, and encompass residential, commercial, and other non-residential urban land use with at least fifty thousand (50,000) or more people residing in the area (2010 Census Urban and Rural Classification and Urban Area Criteria).
- 2.1.1.38. Work - The tasks and activities Contractor is required to perform to fulfill its obligations under the Contract, including the performance of any services and delivery of any goods.

SECTION 3.0 BACKGROUND INFORMATION

3.1. THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING

- 3.1.1. The Department serves as the Medicaid Single State Agency. The Department develops and implements policy and financing for Medicaid and the Children's Health Insurance Program, called Child Health Plan Plus (CHP+) in Colorado, as well as a variety of other publicly funded health care programs for Colorado's low-income individuals, families, children, pregnant women, the elderly and people with disabilities. For more information about the Department, visit www.Colorado.gov/HCPF.
- 3.1.2. The Department is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

3.2. PROJECT BACKGROUND

- 3.2.1. In 2014, the University Center of Excellence on Developmental Disabilities at the University of Colorado School of Medicine, known as JFK Partners, completed a state wide study: *Analysis of Access to Mental Health Services for Individuals who have Dual Diagnoses of Intellectual and/or Developmental Disabilities (I/DD) and Mental and/or Behavioral Health Disorders* (Gap Analysis). The findings of this study showed that gaps exist in services for individuals with both an intellectual disability and a behavioral health issue. House Bill 15-1368 established the Cross-System Response for Behavioral Health Crises Pilot Project (Pilot) to help address the gaps in services identified in the Gap Analysis. The goal of the Pilot Project is to provide crisis intervention, stabilization, and follow-up services to individuals who have both an intellectual or developmental disability and a mental health or behavioral disorder and who also require services not available through an existing Home and Community Based Services (HCBS) waiver or covered under the Colorado behavioral health care system.
- 3.2.2. The Department is seeking a vendor to establish a Pilot Project in two (2) geographical regions of the state: one must be a rural area and one must be an urban area.
 - 3.2.2.1. Urban means an area that is a densely developed territory, and encompass residential, commercial, and other non-residential urban land use with at least fifty thousand (50,000) or more people residing in the area (2010 Census Urban and Rural Classification and Urban Area Criteria).
 - 3.2.2.2. Rural encompasses all population, housing and territory not included within an urban area. (2010 Census Urban and Rural Classification and Urban Area Criteria).
- 3.2.3. The Pilot Project will provide supports to Members to obtain the additional necessary services, regardless of the appropriate payer.

SECTION 4.0 OFFEROR'S EXPERIENCE

4.1. ORGANIZATIONAL EXPERIENCE

- 4.1.1. The Department has determined that it desires specific experience and skills for an Offeror to possess in order for the Offeror to be able to complete the Work efficiently while meeting the demands and deadlines of the Department.
- 4.1.2. The Department will evaluate the Offeror's experience pertaining to the following:

- 4.1.2.1. Experience within the last ten (10) years managing a program for persons with intellectual or developmental disabilities and/or for persons with a mental health or behavioral disorder.

OFFEROR'S RESPONSE 1. Provide a detailed description of Offeror's organizational experience related to the Work. Specifically, address the Offeror's experience within the last ten (10) years managing a program for persons with intellectual or developmental disabilities and/or for persons with a mental health or behavioral disorder. For each Program listed, describe the type of work performed, the type of services provided for the individuals, and the dates of when the work was performed.

SECTION 5.0 STATEMENT OF WORK

5.1. CONTRACTOR'S GENERAL REQUIREMENTS

- 5.1.1. The Department will contract with only one (1) organization, the Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met.
- 5.1.2. The Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, and advance knowledge of legislation. In addition to all other confidentiality requirements of the Contract, the Contractor shall also consider and treat any such information as confidential and shall only disclose it in accordance with the terms of the Contract.
- 5.1.3. The Contractor shall work cooperatively with key Department staff and, if applicable, the staff of other Department contractors or other State agencies to ensure the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between the Contractor and any other Department contractor, the Department will resolve the conflict and the Contractor shall abide by the resolution provided by the Department.
- 5.1.4. The 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 the Contractor's responsibilities under this Contract.
- 5.1.5. The 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 project described in the Contract. The Contractor shall make such records available to the Department upon request, throughout the term of the Contract.
- 5.1.6. Deliverables
 - 5.1.6.1. All deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each deliverable.
 - 5.1.6.2. Each deliverable will follow the deliverable submission process as follows:

- 5.1.6.2.1. The Contractor shall submit each deliverable to the Department for review and approval.
- 5.1.6.2.2. The Department will review the deliverable and may direct the Contractor to make changes to the deliverable. The Contractor shall make all changes within five (5) Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.
 - 5.1.6.2.2.1. Changes the Department may direct include, but are not limited to, modifying portions of the deliverable, requiring new pages or portions of the deliverable, requiring resubmission of the deliverable or requiring inclusion of information that was left out of the deliverable.
 - 5.1.6.2.2.2. The Department may also direct the Contractor to provide clarification or provide a walkthrough of each deliverable to assist the Department in its review. The Contractor shall provide the clarification or walkthrough as directed by the Department.
- 5.1.6.2.3. Once the Department has received an acceptable version of the deliverable, including all changes directed by the Department, the Department will notify the Contractor of its acceptance of the deliverable in writing. A deliverable shall not be deemed accepted prior to the Department's notice to the Contractor of its acceptance of that deliverable.
- 5.1.6.3. The Contractor shall employ an internal quality control process to ensure that all deliverables, documents and calculations are complete, accurate, easy to understand and of high quality. The Contractor shall provide deliverables that, at a minimum, are responsive to the specific requirements for that deliverable, organized into a logical order, contain no spelling or grammatical errors, are formatted uniformly and contain accurate information and correct calculations. The Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing deliverables for reference as directed by the Department.
- 5.1.6.4. In the event that any due date for a deliverable falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.
- 5.1.6.5. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- 5.1.6.6. No deliverable, report, data, procedure or system created by the Contractor for the Department that is necessary to fulfilling the Contractor's responsibilities under the Contract, as determined by the Department, shall be considered proprietary.

- 5.1.6.7. If any deliverable contains ongoing responsibilities or requirements for the Contractor, such as deliverables that are plans, policies or procedures, then the Contractor shall comply with all requirements of the most recently approved version of that deliverable. The 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.
- 5.1.6.7.1. Any deliverable described as an update of another deliverable shall be considered a version of the original deliverable for the purposes of this subsection.
- 5.1.7. Stated Deliverables and Performance Standards
 - 5.1.7.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE" or "PERFORMANCE STANDARD" is intended to highlight a deliverable or performance standard contained in this Statement of Work and provide a clear due date for deliverables. The sections with these headings are not intended to expand or limit the requirements or responsibilities related to any deliverable or performance standard.
- 5.1.8. Communication Requirements
 - 5.1.8.1. Communication with the Department
 - 5.1.8.1.1. The Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems. The Department currently uses Microsoft Office 2013 and/or Microsoft Office 365 for PC. If the Contractor uses a compatible program that is not the system used by the Department, then the Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.
 - 5.1.8.1.2. The Department will use a transmittal process to provide the Contractor with official direction within the scope of the Contract. The 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:
 - 5.1.8.1.2.1. The date the transmittal will be effective.
 - 5.1.8.1.2.2. Direction to the Contractor regarding performance under the Contract.
 - 5.1.8.1.2.3. A due date or timeline by which the Contractor shall comply with the direction contained in the transmittal.
 - 5.1.8.1.2.4. The signature of the Department employee who has been designated to sign transmittals.

- 5.1.8.1.2.4.1. The Department will provide the 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 the 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 the Contractor through a transmittal.
- 5.1.8.1.3. The Department may deliver a completed transmittal to the Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.
- 5.1.8.1.3.1. 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.
- 5.1.8.1.4. If the Contractor receives conflicting transmittals, the 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.
- 5.1.8.1.5. In the event that the 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.
- 5.1.8.1.6. 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 the Contractor, and the Department may provide day-to-day communication to the Contractor without using a transmittal.
- 5.1.8.1.7. The Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.
- 5.1.8.2. Communication with Members, Providers and Other Entities
 - 5.1.8.2.1. The Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:
 - 5.1.8.2.1.1. A description of how the Contractor will communicate to Members any changes to the services those Members will receive or how those Members will receive the services.
 - 5.1.8.2.1.2. A description of the communication methods, including things such as email lists, newsletters and other methods, the Contractor will use to communicate with Providers and Subcontractors.
 - 5.1.8.2.1.3. 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.

- 5.1.8.2.1.4. A general plan for how the Contractor will address communication deficiencies or crisis situations, including how the Contractor will increase staff, contact hours or other steps the Contractor will take if existing communication methods for Members or Providers are insufficient.
- 5.1.8.2.1.5. A listing of the following individuals within the Contractor's organization, that includes cell phone numbers and email addresses:
 - 5.1.8.2.1.5.1. An individual who is authorized to speak on the record regarding the Work, the Contract or any issues that arise that are related to the Work.
 - 5.1.8.2.1.5.2. An individual who is responsible for any website or marketing related to the Work.
 - 5.1.8.2.1.5.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.
- 5.1.8.2.2. The Contractor shall deliver the Communication Plan to the Department for review and approval.
 - 5.1.8.2.2.1. DELIVERABLE: Communication Plan
 - 5.1.8.2.2.2. DUE: Within ten (10) Business Days after the Effective Date
 - 5.1.8.2.3. The Contractor shall review its Communication Plan on an annual basis and determine if any changes are required to account for any changes in the Work, in the Department's processes and procedures or in the Contractor's processes and procedures. The Contractor shall submit an Annual Communication Plan Update that contains all changes from the most recently approved prior Communication Plan, Annual Communication Plan Update or Interim Communication Plan Update or shall note that there were no changes.
 - 5.1.8.2.3.1. DELIVERABLE: Annual Communication Plan Update
 - 5.1.8.2.3.2. DUE: Annually, by June 30th of each year
 - 5.1.8.2.4. The Department may request a change to the Communication Plan at any time to account for any changes in the Work, in the Department's processes and procedures or in the Contractor's processes and procedures, or to address any communication related deficiencies determined by the Department. The Contractor shall modify the Communication Plan as directed by the Department and submit an Interim Communication Plan Update containing all changes directed by the Department.
 - 5.1.8.2.4.1. DELIVERABLE: Interim Communication Plan Update
 - 5.1.8.2.4.2. DUE: Within ten (10) Business Days following the receipt of the request from the Department, unless the Department allows for a longer time in writing
 - 5.1.8.2.5. The Contractor shall not engage in any non-routine communication with any Member, any Provider, the media or the public without the prior written consent of the Department.
- 5.1.9. Business Continuity

- 5.1.9.1. The Contractor shall create a Business Continuity Plan that the Contractor will follow in order to continue operations after a Disaster or a Business Interruption. The Business Continuity Plan shall include, but is not limited to, all of the following:
 - 5.1.9.1.1. How the Contractor will replace staff that has been lost or is unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
 - 5.1.9.1.2. How the Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.
 - 5.1.9.1.2.1. In the event of a Disaster, the plan shall also include how the Contractor will make all information available at its back-up facilities.
 - 5.1.9.1.3. How the Contractor will minimize the effects on Members of any Business Interruption.
 - 5.1.9.1.4. How the Contractor will communicate with the Department during the Business Interruption and points of contact within the Contractor's organization the Department can contact in the event of a Business Interruption.
 - 5.1.9.1.5. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.
 - 5.1.9.1.6. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.
- 5.1.9.2. The Contractor shall deliver the Business Continuity Plan to the Department for review and approval.
 - 5.1.9.2.1. DELIVERABLE: Business Continuity Plan
 - 5.1.9.2.2. DUE: Within ten (10) Business days after the Effective Date
- 5.1.9.3. The Contractor shall review its Business Continuity Plan at least semi-annually and update the plan as appropriate to account for any changes in the Contractor's processes, procedures or circumstances. The Contractor shall submit an Updated Business Continuity Plan that contains all changes from the most recently approved prior Business Continuity Plan or Updated Business Continuity Plan or shall note that there were no changes.
 - 5.1.9.3.1. DELIVERABLE: Updated Business Continuity Plan
 - 5.1.9.3.2. DUE: Semi-annually, by June 30th and December 31st of each year
- 5.1.9.4. In the event of any Business Interruption, the Contractor shall implement its most recently approved Business Continuity Plan or Updated Business Continuity Plan immediately after the Contractor becomes aware of the Business Interruption. In that event, the Contractor shall comply with all requirements, deliverables, timelines and milestones contained in the implemented plan.
- 5.1.10. Federal Financial Participation Related Intellectual Property Ownership

- 5.1.10.1. In addition to the intellectual property ownership rights in the Contract, the following subsections describe the intellectual property ownership requirements that the Contractor shall meet during the term of the Contract in relation to federal financial participation.
- 5.1.10.2. To facilitate obtaining the desired amount of federal financial participation under 42 CFR §433.112, the Department shall have all ownership rights, not superseded by other licensing restrictions, in all materials, programs, procedures, etc., designed, purchased, or developed by the Contractor and funded by the Department. The Contractor shall use contract funds to develop all necessary materials, programs, products, procedures, etc., and data and software to fulfill its obligations under the Contract. Department funding used in the development of these materials, programs, procedures, etc. shall be documented by the Contractor. The Department shall have all ownership rights in data and software, or modifications thereof and associated documentation and procedures designed and developed to produce any systems, programs reports and documentation and all other work products or documents created under the Contract. The Department shall have these ownership rights, regardless of whether the work product was developed by the Contractor or any Subcontractor for work product created in the performance of this Contract. The Department reserves, on behalf of itself, the Federal Department of Health and Human Services and its contractors, a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such software, modifications, documentation and procedures. Such data and software includes, but is not limited to, the following:
 - 5.1.10.2.1. All computer software and programs, which have been designed or developed for the Department, or acquired by the Contractor on behalf of the Department, which are used in performance of the Contract.
 - 5.1.10.2.2. All internal system software and programs developed by the Contractor or subcontractor, including all source codes, which result from the performance of the Contract; excluding commercial software packages purchased under the Contractor's own license.
 - 5.1.10.2.3. All necessary data files.
 - 5.1.10.2.4. User and operation manuals and other documentation.
 - 5.1.10.2.5. System and program documentation in the form specified by the Department.
 - 5.1.10.2.6. Training materials developed for Department staff, agents or designated representatives in the operation and maintenance of this software.
- 5.1.11. Performance Reviews
 - 5.1.11.1. The Department may conduct performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.
 - 5.1.11.2. The Department may work with the Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.

- 5.1.11.3. The Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. The Contractor shall provide this information regardless of whether the Department decides to work with the Contractor on any aspect of the performance review or evaluation.
- 5.1.11.4. 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.
- 5.1.11.5. 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.
- 5.1.12. **Renewal Options and Extensions**
 - 5.1.12.1. 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.
 - 5.1.12.2. The Parties may amend the Contract to extend beyond three (3) 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.
 - 5.1.12.2.1. In the event that the Contract is extended beyond three (3) years, the annual maximum compensation for the Contract in any of those additional years shall not exceed the Contract maximum amount for the prior State Fiscal Year (SFY) plus the annual percent increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder-Greeley metropolitan area for the calendar year ending during that prior SFY. If the CPI-U for Denver-Boulder-Greeley is for some reason not available as specified in this subsection, the increase shall be equal to the percent increase in the CPI-U (U.S.) for the same period.
 - 5.1.12.2.2. The limitation on the annual maximum compensation in section 5.1.12.2.1 shall not include increases made specifically as compensation for additional work added to the Contract.
- 5.1.13. **Department System Access**
 - 5.1.13.1. In the event that the Contractor requires access to any Department computer system to complete the Work, the Contractor shall have and maintain all hardware, software and interfaces necessary to access the system without requiring any modification to the Department's system. The Contractor shall follow all Department policies, processes and procedures necessary to gain access to the Department's systems.

5.2. CONTRACTOR PERSONNEL

5.2.1. Personnel General Requirements

- 5.2.1.1. The Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract.

- 5.2.1.1.1. The Contractor shall provide the Department with a final list of individuals assigned to the Contract.
- 5.2.1.1.1.1. DELIVERABLE: Final list of names of the individuals assigned to the Contract
- 5.2.1.1.1.2. DUE: Within five (5) Business Days following the Effective Date
- 5.2.1.1.2. The Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.
- 5.2.1.1.2.1. DELIVERABLE: Updated list of names of the individuals assigned to the Contract
- 5.2.1.1.2.2. DUE: Within five (5) Business Days following the Department's request for an update
- 5.2.1.2. The Contractor shall obtain written approval from the Department for individuals proposed for assignment to Key Personnel positions prior to those individuals beginning the performance of any Work under the Contract.
- 5.2.1.3. The Contractor shall not voluntarily change individuals in Key Personnel positions without the prior written approval of the Department. The Contractor shall supply the Department with the name(s), resume and references for any proposed replacement whenever there is a change to Key Personnel. Any individual replacing Key Personnel shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.
- 5.2.1.3.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position during a voluntary change
- 5.2.1.3.2. DUE: At least five (5) Business Days prior to the change in Key Personnel
- 5.2.1.4. In the event that any individual filling a Key Personnel position leaves employment with the Contractor, the Contractor shall propose a replacement person to the Department. The replacement person shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.
- 5.2.1.4.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position who leaves employment with the Contractor
- 5.2.1.4.2. DUE: Within ten (10) Business Days following the Contractor's receipt of notice that the person is leaving employment.
- 5.2.1.5. If any of the Contractor's Key Personnel, or Other Personnel, are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then the Contractor shall submit copies of such current licenses and certifications to the Department.
- 5.2.1.5.1. DELIVERABLE: All current professional licensure and certification documentation as specified for Key Personnel or Other Personnel
- 5.2.1.5.2. DUE: Within five (5) Business Days of receipt of updated licensure or upon request by the Department

5.2.2. Personnel Availability

- 5.2.2.1. The 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. The Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.
- 5.2.2.2. The Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between the Contractor and the Department, unless the Department has granted prior, written approval otherwise.
- 5.2.2.3. The Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and the Contractor have the authority to represent and commit the Contractor regarding work planning, problem resolution and program development.
- 5.2.2.4. At the Department's direction, the 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 or private stakeholders.
- 5.2.2.5. All of the Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall be physically present at the location of the meeting, unless the Department gives prior, written permission to attend by telephone or video conference. In the event that the Contractor has any personnel attend by telephone or video conference, the Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.
- 5.2.2.6. The Contractor shall respond to all telephone calls, voicemails and emails from the Department within one (1) Business Day of receipt by the Contractor.

5.2.3. Key Personnel

- 5.2.3.1. The Contractor shall designate people to hold the following Key Personnel positions:
 - 5.2.3.1.1. Project Lead
 - 5.2.3.1.1.1. The Project Lead shall have the following qualifications:
 - 5.2.3.1.1.1.1. One years' experience managing a program for persons with intellectual or developmental disabilities and/or for persons with a mental health or behavioral disorder.
 - 5.2.3.1.1.1.2. One years' experience monitoring project phases in accordance with work plans and timelines and ensuring completion of all contractual work.
 - 5.2.3.1.1.2. The Project Lead shall be responsible for all of the following:
 - 5.2.3.1.1.2.1. Monitoring all phases of the project in accordance with work plans or timelines or as determined between the Contractor and the Department.
 - 5.2.3.1.1.2.2. Serving as Contractor's primary point of contact for the Department.

- 5.2.3.1.1.2.3. 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.
- 5.2.3.1.1.2.4. Overseeing all other Key Personnel and Other Personnel and ensuring proper staffing levels throughout the term of the Contract.
- 5.2.4. Other Personnel Responsibilities
 - 5.2.4.1. The Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of the Contract. In the event that the Department has determined that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of the Contract, the Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of the Contract at no additional cost to the Department.
 - 5.2.4.2. The Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. The Contractor shall provide all necessary training to its Other Personnel, except for Department-provided training specifically described in the Contract.
 - 5.2.4.3. The Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:
 - 5.2.4.3.1. The Contractor shall not subcontract more than forty percent (40%) of the Work.
 - 5.2.4.3.2. The Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.
 - 5.2.4.3.2.1. DELIVERABLE: Name of each Subcontractor and items on which each Subcontractor will work
 - 5.2.4.3.2.2. DUE: The later of thirty (30) days prior to the Subcontractor beginning work or the Effective Date
 - 5.2.4.3.3. The Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

OFFEROR'S RESPONSE 2. Provide a detailed explanation of how the Offeror will provide sufficient personnel to perform the Work, including all of the following:

- a. **How the Offeror will provide Key Personnel that meets or exceeds the requirements contained in this RFP.**
- b. **How the Offeror will provide and train all Other Personnel so that the Work is completed accurately and in a timely manner. Additionally, include a listing of the position titles for each position related to the Contract, the general responsibilities of that position, the number of individuals filling that position and the numbers of hours each week the position will be dedicated to the Work.**

- c. **A plan for how the Offeror will replace all Key Personnel and Other Personnel so that the transition between personnel does not impact the ability of the Contractor to complete the Work.**
- d. **If the Offeror intends to use a Subcontractor, the Offeror shall provide a description of how the Offeror will use Subcontractors and the portions of the Work that will be completed by each Subcontractor. This description shall also include the anticipated positions provided by the Subcontractor and the roles of those positions, as well as a plan for how the Offeror will manage the Subcontractor and all Subcontractor personnel to ensure that the portions of the Work assigned to the Subcontractor will be completed accurately and in a timely manner.**

5.3. CROSS-SYSTEM RESPONSE

- 5.3.1. The Contractor shall work collaboratively with the current contractor for the Colorado Crisis Response System. The Contractor shall co-locate at least one (1) site with the Colorado Crisis Response System and coordinate services with the current Colorado Crisis Response System staff.
- 5.3.2. The Contractor shall employ a cross-system response that will include timely crisis intervention to meet the needs of Members. The Cross-System Response shall include the following:
 - 5.3.2.1. Community based mobile support.
 - 5.3.2.2. Stabilization.
 - 5.3.2.3. Evaluation.
 - 5.3.2.4. Treatment.
 - 5.3.2.5. In-Home therapeutic respite.
 - 5.3.2.6. Site-based therapeutic respite.
 - 5.3.2.7. Follow-up services.
- 5.3.3. The Contractor shall enter into cooperative agreements with Providers, that include, but are not limited to, the following:
 - 5.3.3.1. Colorado Crisis Services.
 - 5.3.3.2. Medicaid state plan services.
 - 5.3.3.3. Medicaid School-Based Health Services.
 - 5.3.3.4. Home and Community-Based Waiver Services.
 - 5.3.3.5. Capitated mental health system.
- 5.3.4. The Contractor shall identify and develop contractual agreements with other community service providers, health care professionals and organizations whose specialization may be utilized in the treatment of individuals served in the Pilot Project.

5.3.5. The Contractor shall provide a Best Practices Report to the Department identifying and suggesting methods for establishing best practices that can be duplicated throughout the state.

5.3.5.1. DELIVERABLE: Best Practices Report

5.3.5.2. DUE: Annually, by June 15th

5.4. PILOT PROJECT REGIONS

5.4.1. The Contractor shall select one (1) Urban and one (1) rural region in which it shall conduct the Pilot Project. The Contractor shall select regions that meet the following requirements:

5.4.1.1. An Urban region:

5.4.1.1.1. Is densely developed territory.

5.4.1.1.2. Encompass residential, commercial, and other non-residential urban land use.

5.4.1.1.3. Has at least fifty thousand (50,000) or more people residing in the area.

5.4.1.2. A Rural region:

5.4.1.3. Encompasses all population, housing and territory not included within an urban area.

5.4.2. The Contractor shall create a Pilot Project Region Report that shall include, but not be limited to, the following:

5.4.2.1. The name of the urban region and the name of the rural region selected for the Pilot Project.

5.4.2.2. The names of Behavioral Consultants in each region that the Contractor may work with for the Pilot Project. The Contractor shall include Behavioral Consultants for each of the following:

5.4.2.2.1. Medicaid School Based Health Services.

5.4.2.2.2. Home and Community Based Waiver Services.

5.4.2.2.3. Capitated Mental Health Systems, also known as Community Mental Health Services.

5.4.2.2.4. A program that is managed by the Behavioral Health Organizations (BHOs).

5.4.2.2.5. Colorado State Plan Services.

5.4.3. The Contractor shall submit the Pilot Project Region Report to the Department.

5.4.3.1. DELIVERABLE: Pilot Project Region Report

5.4.3.2. DUE: Within thirty (30) days after the Effective Date

OFFEROR'S RESPONSE 3. Provide the name of the Urban and Rural region that the Offeror would focus on for the Pilot Project. Explain how each region meets the definition of a Rural and Urban area. In addition, explain why the Offeror proposes to focus the Pilot Project in those regions.

5.5. ASSESSMENTS OF I/DD MEMBERS

- 5.5.1. The Contractor shall perform assessments of Members by phone and in-person.
- 5.5.2. The Contractor shall ensure that its staff is trained to perform in-person and over the phone assessments by the Colorado Crisis Service.
- 5.5.3. The Contractor shall create a Colorado Crisis Services Training Plan that includes, but is not limited to:
 - 5.5.3.1. How often the trainings will be offered.
 - 5.5.3.2. Which staff members are required to be trained.
 - 5.5.3.3. The information to be included in the trainings.
 - 5.5.3.4. How soon after being hired a staff member must have taken the training.
- 5.5.4. The Contractor shall submit the Colorado Crisis Services Training Plan to the Department.
 - 5.5.4.1. DELIVERABLE: Colorado Crisis Services Training Plan
 - 5.5.4.2. DUE: Forty-five (45) days after the Effective Date

OFFEROR'S RESPONSE 4. Provide a Draft Colorado Crisis Services Training Plan.

5.6. IN-HOME THERAPEUTIC RESPITE

- 5.6.1. The Contractor shall create an In-Home Therapeutic Respite Team that shall assist individuals with Intellectual Disabilities deal with behavioral health crisis.
 - 5.6.1.1. The Contractor shall ensure that the In-Home Therapeutic Respite Team is be staffed by qualified and trained professionals, certified as either a Therapist, Psychologist or a Behavioral Consultant, in accordance with the State of Colorado licensing requirements.
- 5.6.2. The Contractor shall create an In-Home Therapeutic Respite Plan for how it shall implement strategies to prevent further escalation of a crisis being dealt with by Members with Intellectual Disabilities. The Contractor's In-Home Therapeutic Respite Plan shall include, but not be limited to:
 - 5.6.2.1. A plan for how the In-Home Therapeutic Respite Team will coordinate with Member's current Service Providers or main caretakers to advance the goal of preventing further escalation of the Member's crisis.
 - 5.6.2.2. A list of follow up services that will be provided to I/DD individuals in behavioral crisis via the In-Home Therapeutic Respite that will lessen the risk of future crisis. Follow up services may include:
 - 5.6.2.2.1. Tracking individuals in the Pilot Project after the stabilization of the precipitating crisis to ensure that the identified issues causing the crisis situation continue to be addressed.
 - 5.6.2.3. A description of how the Contractor shall ensure that the follow up services for each Member will be identified and how the Contractor shall ensure that follow-up appointments are made for Members and kept by Members.

5.6.3. The Contractor shall submit the In-Home Therapeutic Respite Plan to the Department.

5.6.3.1. DELIVERABLE: In-Home Therapeutic Respite Plan

5.6.3.2. DUE: Forty-five (45) days after the Effective Date

OFFEROR'S RESPONSE 5. Provide a list of the proposed In-Home Therapeutic Respite Team members with current licensing information for each including the type of license the proposed team member possesses and the licenses' expiration date.

OFFEROR'S RESPONSE 6. Provide a detailed description of how the In-Home Therapeutic Respite Team will operate.

OFFEROR'S RESPONSE 7. Provide a detailed description of how the In-Home Therapeutic Respite Team will assure that follow-up appointments are monitored and met.

OFFEROR'S RESPONSE 8. Provide a detailed description of how the Offeror would coordinate with Members' current Service Providers and main caretakers.

5.7. SITE-BASED THERAPEUTIC RESPITE

5.7.1. The Contractor shall provide Site-Based Therapeutic Respite that shall be provided at a designated facility or a distinct part of a facility for short-term psychiatric care and treatment for I/DD Members.

5.7.1.1. The Contractor shall ensure that the site provides a twenty-four (24) hour therapeutically-planned and professionally staffed environment for I/DD Members with a behavioral health issues who do not require in-patient hospital services but require intensive and individualized services such as crisis management, step down from a more restrictive environment, such as hospitalization, and stabilization services that are not available on an outpatient basis in the region selected.

5.7.2. The Contractor shall create a Site-Based Therapeutic Respite Plan that shall include, but not be limited to, the following:

5.7.2.1. The site selected as the Therapeutic Respite facility.

5.7.2.2. Whether the selected facility has locked locations and how the facility will perform the Site-Based Therapeutic Respite.

5.7.2.3. The staffing of the facility and how this staff will assure proper treatment for Members.

5.7.2.4. A detailed description how the facility staff will provide the following services:

5.7.2.4.1. Crisis Management.

5.7.2.4.2. Step Down from a more restrictive environment.

5.7.2.4.3. Stabilization services.

5.7.3. The Contractor shall submit the Site-Based Therapeutic Respite Plan to the Department.

- 5.7.3.1. DELIVERABLE: Site-Based Therapeutic Respite Plan
- 5.7.3.2. DUE: Forty-five (45) days after the Effective Date

OFFEROR'S RESPONSE 9. Provide a Draft Site-Based Therapeutic Respite Plan.

5.8. COMMUNITY BASED MOBILE SUPPORT TEAMS

- 5.8.1. The Contractor shall provide Community Based Mobile Support Teams of trained individuals that have the capacity to intervene quickly, twenty-four (24) hours a day, seven (7) days a week when a crisis is occurring with an I/DD Member with a behavioral crisis. The Contractor shall ensure that the Community Based Mobile Support Teams are able to provide services in:
 - 5.8.1.1. Member homes.
 - 5.8.1.2. Emergency rooms.
 - 5.8.1.3. Police stations.
 - 5.8.1.4. Jails.
 - 5.8.1.5. Outpatient mental health clinics.
 - 5.8.1.6. Schools.
- 5.8.2. The Contractor shall ensure that each team is led by at least one (1) Certified Therapist, Psychologist or Behavioral Services Specialist who is properly licensed.
- 5.8.3. The Contractor shall ensure that each team coordinates with local police departments, schools, Colorado Crisis Services, hospital and emergencies rooms to provide services.
- 5.8.4. The Contractor shall ensure that the Community Based Mobile Supports is staffed by qualified and trained professionals.
 - 5.8.4.1. The Contractor shall ensure that each team is led by at least one (1) certified Therapist, Psychologist, or a Behavioral Support Specialist who is licensed in accordance with the State of Colorado licensing requirements.
- 5.8.5. The Contractor shall create a Community Based Mobile Support Team Report that includes, but is not limited to, the following:
 - 5.8.5.1. How the team will be staffed twenty-four (24) hours a day, seven (7) days a week.
 - 5.8.5.2. Descriptions of the staff that are assigned to each team.
 - 5.8.5.3. Licensing information on all members of the team, as applicable.
 - 5.8.5.4. A detailed description of how the Contractor will interface with police departments, schools, hospitals, emergency rooms and Colorado Crisis Services to be advised when a crisis is occurring and how the communication will occur.
- 5.8.6. The Contractor shall submit the Community Based Mobile Support Team Report to the Department.
 - 5.8.6.1. DELIVERABLE: Community Based Mobile Support Team Report

- 5.8.6.2. DUE: Within forty-five (45) days after the Effective Date
- 5.8.7. The Contractor shall ensure that the Community Based Mobile Support Teams serve anyone who is believed to have an Intellectual Disability and is in a behavioral crisis situation, regardless of their ability to pay.

OFFEROR'S RESPONSE 10. Provide a Draft Community Based Mobile Support Team Report.

5.9. HOME AND COMMUNITY BASED SERVICES (HCBS) WAIVER SERVICES ENROLLMENT

- 5.9.1. The Contractor shall provide coordination of services to facilitate enrollment of Members into and monitoring of HCBS waiver services.
- 5.9.2. The Contractor shall coordinate with non-Medicaid services to ensure that I/DD individuals receive the appropriate support to mitigate future behavioral crises. The Contractor shall, at a minimum, work with the following groups:
 - 5.9.2.1. Psychiatric Resources.
 - 5.9.2.2. Medical Resources.
 - 5.9.2.3. Social Resources.
 - 5.9.2.4. Educational Resources.
- 5.9.3. The Contractor shall be responsible for billing insurance carriers and/or Medicare for all non-Medicaid services.
- 5.9.4. The Contractor shall monitor individuals it has assisted as part of the Pilot Project after the stabilization of the crisis to assure that the crisis causing issues continue to be addressed.
 - 5.9.4.1. The Contractor shall monitor and offer services and support to I/DD individuals it assisted as part of the Pilot Project until such time as alternative supports and services can be identified and treatment can be established. The Contractor shall ensure that services are in place before an individual is discharged from the Pilot Project.
- 5.9.5. The Contractor shall create a Follow-up Process for the HCBS Waiver Services Enrollment that includes, but is not limited to:
 - 5.9.5.1. A description of the follow-up process the Contractor will implement and use to assure that I/DD individuals are receiving the follow-up care necessary to avoid a future crisis.
 - 5.9.5.2. A description of follow-up services that are available to be used including medical, social, education and psychiatric resources.
- 5.9.6. The Contractor shall deliver the Follow-up Process to the Department.
 - 5.9.6.1. DELIVERABLE: Follow-up Process
 - 5.9.6.2. DUE: Forty-five (45) days after Effective Date

OFFEROR'S RESPONSE 11. Provide a detailed description of how the Contractor will assure that HCBS Waiver Services follow-up appointments are monitored and met.

5.10. SERVICE GAP DATA COLLECTION

- 5.10.1. The Contractor shall collect data annually to determine where service gaps exist and to recommend solutions to eliminate the gaps.
- 5.10.2. The Contractor shall collect data on the following:
 - 5.10.2.1. All individuals participating in the Pilot Project and receiving services.
 - 5.10.2.2. The support and services provided to each individual.
 - 5.10.2.3. The cost of each service provided to each individual.
 - 5.10.2.4. The date on which each individuals crisis situation stabilized
 - 5.10.2.5. The follow-up care each individual required after the initial crisis situation was resolved, regardless of whether the services were utilized.
 - 5.10.2.6. The delivery system for services.
- 5.10.3. The Contractor shall analyze the data collected and shall create a Service Gaps Report that includes, but is not limited to the following:
 - 5.10.3.1. Where service gaps exist.
 - 5.10.3.2. Recommendations for solutions to eliminate those gaps.
- 5.10.4. The Contractor shall submit the Service Gaps Report to the Department.
 - 5.10.4.1. DELIVERABLE: Service Gaps Report
 - 5.10.4.2. DUE: Annually, by May 1st
- 5.10.5. The Contractor shall create a Cost Report that includes data that shows the cost of providing crisis services throughout Colorado and the Contractor shall submit the Cost Report to the Department annually.
 - 5.10.5.1. DELIVERABLE: Cost Report
 - 5.10.5.2. DUE: Annually, by May 1st
- 5.10.6. The Contractor shall create and submit to the Department a Systemic Structural Changes Report that includes data showing what barriers need to be removed from existing regulatory or procedural rules to authorize the use of public funds across systems such as the Medicaid state plan, Home and Community Based Services waivers, the Capitated Mental Health Care System managed by the Behavioral Health Organizations (BHO), the Colorado Behavioral Health Crisis Response System, Primary Care Physicians, hospitals and emergency departments.
 - 5.10.6.1. DELIVERABLE: Systemic Structural Changes Report
 - 5.10.6.2. DUE: Annually, by May 1st
- 5.10.7. The Contractor shall work with the Department to present the data gathered by the Contractor to the General Assembly on May 1st of each year.

OFFEROR'S RESPONSE 12. Provide a detailed description of how the data required in Section 5.9 will be collected.

OFFEROR'S RESPONSE 13. Provide a detailed description of how the Offeror will suggest changes that may be required to provide better services to I/DD Members in crisis.

5.11. REPORTING REQUIREMENTS

5.11.1. The Contractor shall provide all reports listed in this section in the format directed by the Department and containing the information requested by the Department.

5.11.2. Administrative Reporting

5.11.2.1. The Contractor shall provide a Reimbursement Report to the Department, monthly. The Report shall include all of the following:

5.11.2.1.1. A list of all services provided to individuals that were reimbursed through private insurance and the amounts the Contractor was reimbursed for.

5.11.2.1.2. A list of all services provided reimbursed by Medicaid and Medicare and the amounts the Contractor was reimbursed for.

5.11.2.1.2.1. DELIVERABLE: Reimbursement Report

5.11.2.1.2.2. DUE: Within ten (10) Business Days following the month the report covers

5.12. START-UP AND CLOSEOUT PERIODS

5.12.1. The Contract shall have a Start-Up Period and a Closeout Period.

5.12.1.1. The Start-Up Period shall begin on the Effective Date. At the Department's sole discretion, the Start-Up Period may occur concurrently with the Operational Start Date.

5.12.1.2. The Closeout Period shall begin on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by the Department of non-renewal. The Closeout Period shall end on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.

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

5.12.2. Start-Up Period

5.12.2.1. During the Start-Up Period, the Contractor shall complete all of the following:

5.12.2.1.1. Create a Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for the Contractor to complete its obligations under the Contract.

5.12.2.1.1.1. DELIVERABLE: Policies and Procedure Manual

5.12.2.1.1.2. DUE: The later of the Effective Date or thirty (30) days prior to the Operational Start Date

- 5.12.2.1.2. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department. The 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 timely manner that allows the Department to review and approve those documents prior to end of the Start-Up Period.
- 5.12.2.1.3. Create and implement the Business Continuity Plan described in Section 5.1.9.
- 5.12.2.1.4. Create and implement the Communication Plan described in Section 3.1.8.2.1.
- 5.12.2.1.5. Create and implement the Start-Up Plan described in Section 5.11.4.1.
- 5.12.2.1.6. Complete all steps, deliverables and milestones contained in the Department-approved Start-Up Plan.
- 5.12.2.2. The Contractor shall provide weekly updates, to the Department, throughout the Start-Up Period, that show the Contractor's status toward meeting the timelines and milestones described in the Department-approved Start-Up Plan.
- 5.12.2.3. The Contractor shall ensure that all requirements of the Start-Up Period are complete by the deadlines contained in the Department-approved Start-Up Plan and that the Contractor is ready to perform all Work by the Operational Start Date.
- 5.12.3. Closeout Period
 - 5.12.3.1. During the Closeout Period, the Contractor shall complete all of the following:
 - 5.12.3.1.1. Implement the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department, as described in Section 5.11.4.2 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.
 - 5.12.3.1.2. 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.
 - 5.12.3.1.3. 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.
 - 5.12.3.1.4. Notify any Subcontractors of the termination of the Contract, as directed by the Department.
 - 5.12.3.1.5. Notify all Members that the Contractor will no longer be the Crisis Center Pilot Contractor as directed by the Department. The Contractor shall create these notifications and deliver them to the Department for approval. Once the Department has approved the notifications, the Contractor shall deliver these notifications to all Members, but in no event shall the Contractor deliver any such notification prior to approval of that notification by the Department.
 - 5.12.3.1.5.1. DELIVERABLE: Member Notifications
 - 5.12.3.1.5.2. DUE: Thirty (30) days prior to termination of the Contract

- 5.12.3.1.6. Notify all Providers that the Contractor will no longer be the Crisis Center Pilot Contractor as directed by the Department. The Contractor shall create these notifications and deliver them to the Department for approval. Once the Department has approved the notifications, the Contractor shall deliver these notifications to all Providers, but in no event shall the Contractor deliver any such notification prior to approval of that notification by the Department.
- 5.12.3.1.6.1. DELIVERABLE: Provider Notifications
- 5.12.3.1.6.2. DUE: Thirty (30) days prior to termination of the Contract
- 5.12.3.1.7. Continue meeting each requirement of the Contract as described in the Department-approved and updated Closeout Plan, or until the Department determines that specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when any specific requirement is being performed by the Department or another contractor, and will notify the Contractor of this determination for that requirement.
- 5.12.3.2. The Department will perform a closeout review to ensure that the Contractor has completed all requirements of the Closeout Period. In the event that the Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.
- 5.12.4. Start-Up and Closeout Planning
 - 5.12.4.1. Start-Up Plan
 - 5.12.4.1.1. During the Start-Up Period, the Contractor shall create a Start-Up Plan that contains, at a minimum, all of the following:
 - 5.12.4.1.1.1. A description of all steps, timelines, milestones and deliverables necessary for the Contractor to be fully able to perform all Work by the Operational Start Date.
 - 5.12.4.1.1.2. A listing of all personnel involved in the start-up and what aspect of the start-up they are responsible for.
 - 5.12.4.1.1.3. An operational readiness review for the Department to determine if the Contractor is ready to begin performance of all Work.
 - 5.12.4.1.1.4. The risks associated with the start-up and a plan to mitigate those risks.
 - 5.12.4.1.2. The Contractor shall deliver the Start-Up Plan to the Department for review and approval.
 - 5.12.4.1.2.1. DELIVERABLE: Start-Up Plan
 - 5.12.4.1.2.2. DUE: Within five (5) Business Days after the Effective Date
 - 5.12.4.2. Closeout Plan

- 5.12.4.2.1. The Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones and deliverables necessary to fully transition the services described in the Contract from the Contractor to the Department to another contractor selected by the Department to be the Crisis Center Pilot contractor after the termination of the Contract. The Closeout Plan shall also designate an individual to act as a closeout coordinator, who will ensure that all requirements, steps, timelines, milestones and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on Members and the Department. The Contractor shall deliver the Closeout Plan to the Department for review and approval.
- 5.12.4.2.1.1. DELIVERABLE: Closeout Plan
- 5.12.4.2.1.2. DUE: Thirty (30) days following the Effective Date
- 5.12.4.2.2. The Contractor shall update the Closeout Plan, at least annually, to include any technical, procedural or other changes that impact any steps, timelines or milestones contained in the Closeout Plan, and deliver this Closeout Plan Update to the Department for review and approval.
- 5.12.4.2.2.1. DELIVERABLE: Closeout Plan Update
- 5.12.4.2.2.2. DUE: Annually, by June 30th of each year

SECTION 6.0 COMPENSATION AND INVOICING

6.1. COMPENSATION

- 6.1.1. The Contractor shall utilize Medicaid and/or private insurance reimbursement for all services rendered to the individual when applicable as the main source of funding for the Pilot. There has also been established a Fund to cover costs that are not reimbursable through Medicaid and/or private insurance.
- 6.1.2. Non-Reimbursable Funds
 - 6.1.2.1. The Contractor shall not receive any reimbursement over the total allocations listed below even if the Contractor's actual costs exceeds these amounts. In the event that the Contractor's costs exceed the total allocations listed below, the Contractor shall continue to provide services to individuals seeking services during the remainder of the fiscal year regardless of compensation.
 - 6.1.2.2. SFY 2015-16:
 - 6.1.2.2.1. For the first year of the Contract there is a total allocation of three hundred ninety seven thousand dollars (\$397,000.00) per region for a total of seven hundred ninety four thousand dollars (\$794,000.00):
 - 6.1.2.2.1.1. The Contractor shall use the Contract funds to pay the following:
 - 6.1.2.2.1.1.1. Startup Costs not to exceed twelve thousand five hundred dollars (\$12,500.00) per region.

- 6.1.2.2.1.1.2. Administrative Support not to exceed three hundred and eighty four thousand five hundred dollars (\$384,500.00) per region. Administrative costs may include all of the following:
 - 6.1.2.2.1.1.2.1. Unreimbursed medical costs.
 - 6.1.2.2.1.1.2.2. Allocated costs for facilities, computers and supplies, utilities and insurance.
 - 6.1.2.2.1.1.2.3. Food.
 - 6.1.2.2.1.1.2.4. Medical supplies, not covered by Medicaid, Medicare or insurance for people with medically complex needs.
 - 6.1.2.2.1.1.2.5. Personnel costs for on-call services.
 - 6.1.2.2.1.1.2.6. Billing services.
 - 6.1.2.2.1.1.2.7. Contract management services.
 - 6.1.2.2.1.1.2.8. Mileage for employees.
- 6.1.2.3. SFY 2016-17 and SFY 2017-18:
 - 6.1.2.3.1. For the second and third year of the Contract there is a total allocation of three hundred eighty five thousand dollars (\$385,000.00) per region for a total of seven hundred seventy thousand dollars (\$770,000.00) per year.
 - 6.1.2.3.1.1. The Contractor shall use the Contract funds to pay the following:
 - 6.1.2.3.1.1.1. Administrative Support not to exceed three hundred and eighty five thousand dollars (\$385,000.00) per region. Administrative costs may include all of the following:
 - 6.1.2.3.1.1.1.1. Unreimbursed medical costs.
 - 6.1.2.3.1.1.1.2. Allocated costs for facilities, computers and supplies, utilities and insurance.
 - 6.1.2.3.1.1.1.3. Food.
 - 6.1.2.3.1.1.1.4. Medical supplies, not covered by Medicaid, Medicare or insurance for people with medically complex needs.
 - 6.1.2.3.1.1.1.5. Mileage for employees.
 - 6.1.2.3.1.1.1.6. Personnel costs for on-call services.
 - 6.1.2.3.1.1.1.7. Billing services.
 - 6.1.2.3.1.1.1.8. Contract management services.

OFFEROR'S RESPONSE 14. Provide a detailed description on how Offeror will use the funds within the parameters set forth in Section 6.1 including a discussion by the Offeror of the administrative costs it intends to include in monthly invoices. In addition complete Appendix D, Pricing Worksheet.

6.2. INVOICING AND PAYMENT PROCEDURES

- 6.2.1. The Contractor shall bill all appropriate reimbursable services provided to individuals either to MMIS, for Medicaid clients, to Medicare for Medicare clients or private insurance companies as applicable.
- 6.2.2. The Contractor shall invoice the Department on a monthly basis, by the fifteenth (15th) Business Day of the month following the month for which the invoice covers. The Contractor shall not invoice the Department for a month prior to the last day of that month.
- 6.2.3. The invoice for SFY 2015-16 shall contain all of the following for the month for which the invoice covers:
 - 6.2.3.1. Receipts for actual costs for improvements to the Site-Based Therapeutic Respite centers made that month and a running total of funds used throughout the SFY.
 - 6.2.3.2. Receipts for the actual costs for all non-reimbursable funds as described in Section 6.1. with a running total of the following:
 - 6.2.3.2.1. The monthly amount owed for start-up and a running total of the funds used throughout the SFY.
 - 6.2.3.2.2. The monthly amount owed for Administrative Support and a running total of the funds used throughout the SFY.
 - 6.2.3.2.3. The overall running total for all non-reimbursable funds used throughout the SFY.
 - 6.2.3.3. The total monthly amount owed for both regions based on actual costs including, but not limited to:
 - 6.2.3.3.1. The total monthly amount owed for personnel costs for on-call services.
 - 6.2.3.3.2. The total monthly amount owed for billing services.
 - 6.2.3.3.3. The total monthly amount owed for Contract management services.
 - 6.2.3.3.4. The total monthly amount owed for unreimbursed medical costs.
 - 6.2.3.3.5. The total monthly amount owed for allocated costs for facilities, computers and supplies, utilities and insurance.
 - 6.2.3.3.6. The total monthly amount owed for food.
 - 6.2.3.3.7. The total monthly amount owed for medical supplies, not covered by Medicaid, Medicare or insurance for people with medically complex needs.
 - 6.2.3.3.8. The total monthly amount owed for mileage for employees.
- 6.2.4. The invoice for SFY 2016-17 and SFY 2017-18 shall contain all of the following for the month for which the invoice covers:
 - 6.2.4.1. Receipts for the actual costs for all non-reimbursable funds as described in Section 6.1. with a running total of the following:
 - 6.2.4.1.1. The monthly amount owed for Administrative Support and a running total of the funds used throughout the SFY.
 - 6.2.4.1.2. The overall running total for all non-reimbursable funds used throughout the SFY.

- 6.2.4.2. The total monthly amount owed for both regions based on actual costs including, but not limited to:
 - 6.2.4.2.1. The total monthly amount owed for personnel costs for on-call services.
 - 6.2.4.2.2. The total monthly amount owed for billing services.
 - 6.2.4.2.3. The total monthly amount owed for Contract management services.
 - 6.2.4.2.4. The total monthly amount owed for unreimbursed medical costs.
 - 6.2.4.2.5. The total monthly amount owed for allocated costs for facilities, computers and supplies, utilities and insurance.
 - 6.2.4.2.6. The total monthly amount owed for food.
 - 6.2.4.2.7. The total monthly amount owed for medical supplies, not covered by Medicaid, Medicare or insurance for people with medically complex needs.
 - 6.2.4.2.8. The total monthly amount owed for mileage for employees.
- 6.2.5. Payment of Invoices
 - 6.2.5.1. The Department shall remit payment to the Contractor, for all amounts shown on an invoice, after the Department's acceptance of that invoice. Acceptance of an invoice shall not imply the acceptance or sufficiency of any work performed or deliverables submitted to the Department during the month for which the invoice covers or any other month. The Department shall not make any payment on an invoice prior to its acceptance of that invoice.
 - 6.2.5.2. The Department will review the submitted invoice, and compare the information contained in the invoice to the Department's information. The Department will only accept an invoice after it has reviewed the information contained on the invoice and determined that all amounts are correct.
 - 6.2.5.3. In the event that the Department determines that all information on an invoice is correct, the Department shall notify the Contractor of its acceptance of the invoice, in writing.
 - 6.2.5.4. In the event that the Department determines that any information on an invoice is incorrect, the Department will notify the Contractor of this determination and what is incorrect on the invoice. The Contractor shall correct any information the Department determined to be incorrect and resubmit that invoice to the Department for review.
 - 6.2.5.4.1. The Department will review the invoice to ensure that all corrections have been made.
 - 6.2.5.4.2. If all information on the resubmitted invoice is correct, the Department will accept the invoice.
 - 6.2.5.4.3. If any information on the resubmitted invoice is still incorrect, then the Department will return the invoice to the Contractor for correction and resubmission.

- 6.2.5.5. In the event that the Contractor believes that the calculation or determination of any payment is incorrect, the Contractor shall notify the Department of the error within thirty (30) days of receipt of the payment or notification of the determination of the payment, as appropriate. The Department will review the information presented by the Contractor and may make changes based on this review. The determination or calculation that results from the Department's review shall be final. No disputed payment shall be due until after the Department has concluded its review.
- 6.2.5.6. Notwithstanding anything to the contrary in the Contract, all payments for the final month of the Contract shall be paid to the Contractor no sooner than ten (10) days after the Department has determined that the Contractor has completed all of the requirements of the Closeout Period.

6.3. BUDGET

- 6.3.1. The Department has a maximum available amount for each year of this project as described in Section 6.1.

SECTION 7.0 EVALUATION METHODOLOGY

7.1. EVALUATION PROCESS

- 7.1.1. The evaluation of proposals will result in a recommendation for award of the Contract. The award will be made to the Offeror whose proposal, conforming to the solicitation, will be most advantageous to the State of Colorado, price and other factors considered.
- 7.1.2. The Department will conduct a comprehensive, thorough, complete and impartial evaluation of each proposal received.
- 7.1.3. The Department will select a vendor in compliance with C.R.S. §24-103-203(7) which states, "The award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and evaluation factors set forth in the request for proposal"
- 7.1.4. The Department encourages proposals from Service-Disabled Veteran Owned Small Businesses. Each Offeror that is a Service-Disabled Veteran Owned Small Businesses should submit verification that it is incorporated or organized in Colorado or maintains a place of business or has an office in Colorado and is officially registered and verified as a Service-Disabled Veteran Owned Small Business by the Center for Veteran Enterprise within the U.S. Department of Veterans Affairs. (www.vip.vetbiz.gov)

7.2. EVALUATION COMMITTEE

- 7.2.1. An Evaluation Committee will be established utilizing measures to ensure the integrity of the evaluation process. These measures include the following:
 - 7.2.1.1. Selecting committee members who do not have a conflict of interest regarding this solicitation.
 - 7.2.1.2. Facilitating the independent review of proposals.
 - 7.2.1.3. Requiring the evaluation of the proposals to be based strictly on the content of the proposals.

- 7.2.1.4. Ensuring the fair and impartial treatment of all Offerors.
- 7.2.2. The objective of the Evaluation Committee is to conduct reviews of the proposals that have been submitted, to hold frank and detailed discussions among themselves, and to recommend an Offeror for award.
- 7.2.3. Proposals will be evaluated by the Evaluation Committee using the evaluation criteria in Section 7.4. The evaluators will consider whether all critical elements described in the solicitation have been addressed, the capabilities of the Offeror, the quality of the approach and/or solution proposed, the price and any other aspect determined relevant by the Department.
- 7.2.4. The Evaluation Committee will determine which proposal is the most advantageous to the State of Colorado by performing a value analysis.
- 7.2.5. The Evaluation Committee will perform a value analysis by comparing the technical differences among proposals and whether these differences justify paying the cost differential provided in each Offeror’s proposal.
 - 7.2.5.1. A Service-Disabled Veteran Owned Small Business may be given up to a 5% preference in the sole discretion of the Department.
- 7.2.6. The Evaluation Committee will have discretion in determining the manner and extent to which it will utilize technical and cost evaluation results. For example, the Evaluation Committee may award to an Offeror with higher costs if the Committee determines that the benefits of the technical differences for that Offeror’s proposal outweigh the proposal’s cost difference.
- 7.2.7. Based on the Evaluation Committee’s value analysis, the Committee will determine which Offeror is most advantageous to the State. The Evaluation Committee will explain its value analysis and the determination in a written document.
- 7.2.8. The Evaluation Committee may, if it deems necessary, request clarifications, conduct discussions or oral presentations, or request best and final offers. The Evaluation Committee may adjust its scoring based on the results of such activities. However, proposals may be reviewed and determinations made without such activities. Offerors should be aware that the opportunity for further explanation might not exist; therefore, it is important that all proposal submissions are complete.

7.3. COMPLIANCE

- 7.3.1. It is the Offeror’s responsibility to ensure that Offeror’s proposal is complete in accordance with the direction provided within all solicitation documents. Failure of an Offeror to provide any required information and/or failure to follow the response format set forth in Appendix A, Administrative Information, may result in the disqualification of that Offeror’s proposal.

7.4. PROPOSAL EVALUATION CRITERIA

- 7.4.1. The evaluation criteria to be used in evaluating the proposals are as follows:

Organizational Experience (OFFEROR’S RESPONSE 1)
Sufficient Personnel (OFFEROR’S RESPONSE 2)

Provide the name of the Urban and Rural region that the Offeror would focus on for the Pilot Project. Explain how each region meets the definition of a Rural and Urban area. In addition, explain why the Offeror proposes to focus the Pilot Project in those regions. (OFFEROR'S RESPONSE 3)
Draft Colorado Crisis Services Training Plan. (OFFEROR'S RESPONSE 4)
Proposed In-Home Therapeutic Respite Team members with current licensing information (OFFEROR'S RESPONSE 5)
Provide a detailed description of how the team will operate. (OFFEROR'S RESPONSE 6)
Provide a detailed description of how the team will assure that follow-up appointments are monitored and met. (OFFEROR'S RESPONSE 7)
Provide a detailed description of how the Offeror would coordinate with Members' current Service Providers and main caretakers. (OFFEROR'S RESPONSE 8)
Provide a Draft Site-Based Therapeutic Respite Plan. (OFFEROR'S RESPONSE 9)
Provide a Draft Community Based Mobile Support Team Report. (OFFEROR'S RESPONSE 10)
Provide a detailed description of how the data required in Section 5.9 will be collected. (OFFEROR'S RESPONSE 11)
Provide a detailed description of how the Contractor will assure that HCBS Waiver Services follow-up appointments are monitored and met. (OFFEROR'S RESPONSE 12)
Provide a detailed description of how the Offeror will suggest changes that may be required to provide better services to I/DD Members in crisis. (OFFEROR'S RESPONSE 13)
Provide a detailed description on how Offeror will use the funds within the parameters set forth in Section 6.1 including a discussion by the Offeror of the administrative costs it intends to include in monthly invoices. (OFFEROR'S RESPONSE 14)