



COLORADO

**Department of Health Care
Policy & Financing**

HCPF Solicitation #:

RFP UHAA 2026000142

School Health Services Support

TABLE OF CONTENTS

SECTION 1.0	INTRODUCTION AND BACKGROUND	1
1.1.	GENERAL INFORMATION	1
1.2.	ANTICIPATED CONTRACT TERM	1
1.3.	DRAFT CONTRACT	1
1.4.	TERMINOLOGY	2
1.5.	BACKGROUND	2
1.6.	SUBRECIPIENT STATUS	6
SECTION 2.0	OFFEROR'S EXPERIENCE AND PERSONNEL	6
2.1.	MANDATORY QUALIFICATIONS	6
2.2.	ORGANIZATIONAL EXPERIENCE	6
2.3.	PERSONNEL REQUIREMENTS	7
SECTION 3.0	STATEMENT OF WORK	7
3.1.	GENERAL INFORMATION	7
3.2.	OTHER STATEMENT OF WORK	ERROR! BOOKMARK NOT DEFINED.
3.3.	PERFORMANCE STANDARDS	ERROR! BOOKMARK NOT DEFINED.
3.4.	REPORTING REQUIREMENTS	8
3.5.	ACCESSIBILITY REQUIREMENTS	34
SECTION 4.0	COMPENSATION AND INVOICING	35
4.1.	COMPENSATION	35
4.2.	INVOICING AND PAYMENT PROCEDURES	40
4.3.	BUDGET	42
SECTION 5.0	EVALUATION METHODOLOGY	42
5.1.	EVALUATION PROCESS	42
5.2.	EVALUATION COMMITTEE	43

5.3. COMPLIANCE..... 44

5.4. PROPOSAL EVALUATION CRITERIA 44

APPENDIX A - ADMINISTRATIVE INFORMATION DOCUMENT

APPENDIX B - DRAFT CONTRACT

APPENDIX C - W-9

APPENDIX D - TERMINOLOGY

APPENDIX E - PRICING WORKSHEET

SECTION 1.0 INTRODUCTION AND BACKGROUND

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 the School Health Services (SHS) program for the Department. This program allows public schools, Board of Cooperative Educational Services (BOCES) and state K-12 educational institutions to receive Medicaid funds for amounts spent providing health services through public schools to students who are Medicaid enrolled.
- 1.1.2. General solicitation information, timelines and proposal submission requirements are available in Appendix A, Administrative Information Document. To be considered responsive, an Offeror shall comply with all of the requirements and timelines contained in Appendix A.

1.2. ANTICIPATED CONTRACT TERM

- 1.2.1. Contractor's start-up period is anticipated to begin on March 1, 2027 and end on June 30, 2027.
- 1.2.2. The initial operational period of the Contract is anticipated to begin at the end of the start-up period and will last for one year.
- 1.2.3. The total duration of the Contract, including the Department's exercise of any options, is not anticipated to exceed five years.
- 1.2.4. The State may take steps to extend the Contract beyond the anticipated term in accordance with the Colorado Procurement Code, and in the event that the State determines an extension is necessary.
- 1.2.5. The State may, within its sole discretion, choose not to exercise any option or extension term in the Contract for any reason. If the State chooses not to exercise any option or extension term, it may re-procure the goods and/or services in its sole discretion.

1.3. DRAFT CONTRACT

- 1.3.1. A draft Contract is included as Appendix B, Draft Contract. The terms of the Draft

Contract shall become contractual obligations following award of the Statement of Work. The Offeror affirms its willingness to enter into a Contract containing terms substantially similar to those in Appendix B, Draft Contract, including its exhibits, by submitting a proposal. The successful Offeror may have an opportunity to request modification to the terms of the Draft Contract, as described in Appendix A, but the Department may choose to not accept any requested modifications. The Department will not accept any proposals that are conditional on acceptance of modified terms and conditions.

1.4. TERMINOLOGY

- 1.4.1. Acronyms and abbreviations are defined at their first occurrence in this Request for Proposals (RFP). Appendix D, Terminology is provided to assist the reader in understanding acronyms, abbreviations, and terminology used throughout this solicitation.

1.5. BACKGROUND

1.5.1. Department of Health Care Policy and Financing Background

- 1.5.1.1. The Department serves as the Medicaid Single State Agency as defined by 45 C.F.R. §205.100. 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 Coloradans who qualify. For more information about the Department, visit www.Colorado.gov/HCPF.
- 1.5.1.2. The Department is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. §§1320d - 1320d-8) and its implementing regulations.
- 1.5.1.3. The Department operates the Colorado Medicaid Program, known as Health First Colorado, in accordance with the Colorado Medical Assistance Act (§§25.5-4-104, *et seq.*, C.R.S.) and Title XIX of the Social Security Act. Colorado Medicaid is annually funded from appropriations authorized by the Colorado General Assembly and matched by federal funds.

1.5.2. Project Background

- 1.5.2.1. 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.
- 1.5.2.2. The Department is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 1.5.2.3. The SHS Program, Section 25.5-5-318, C.R.S., allows public schools, BOCES, and state K-12 educational institutions to receive Medicaid funds for amounts spent providing health services through public schools to students who are enrolled in Medicaid. As the original expenditure of the medical service was incurred by a public entity using local tax dollars or General Fund appropriated to educational institutions, the Medicaid reimbursement is entirely federal funds. SHS Program providers are required to use the federal funds received pursuant to this program only to offset costs incurred for the provision of student health services by the school districts or to fund student health services. The Department provides technical assistance and oversight monitoring to ensure that SHS Program providers comply with federal and state statutes, regulations and policies.
- 1.5.2.4. In December 2014, Centers for Medicare and Medicaid Services (CMS) reversed their decision of not allowing Free Care to be reimbursed. This reversal means Medicaid eligible services provided to enrolled students are available for reimbursement if all other Medicaid requirements are met. Effective October 1, 2020, SPA CO 19-0021, was approved by CMS for the SHS Program expansion to include program covered services to be reimbursable to districts and BOCES for Medicaid enrolled students that have other medical plans of care (outside of IEPs/IFSPs) and where medical necessity has been established. As of October 1, 2022, three additional job categories were added: Applied Behavior Analyst, Speech Language Pathologist Assistant, and School Psychologist.

- 1.5.2.5. In May 2023, Centers for Medicare and Medicaid Services (CMS) published “Delivering Services in School Based Settings: A Comprehensive Guide to Medicaid Services and Administrative Claiming.” The Guide outlines changes required by CMS including Random Moment Time Study and Transportation claiming changes. State Plan Amendment CO-25-0031 has been submitted and includes pending changes including the addition of a July - September time study, the addition of a third time study cost pool, and that the presence of a bus aide cannot be the sole qualifier of a specialized transportation trip.
- 1.5.2.6. The Department and the Colorado Department of Education (CDE) entered into an interagency agreement to provide for the implementation and continued administration of the SHS Program. CDE’s role for the SHS Program is to support districts with the creation of their Local Services Plan to determine priorities for how the reimbursement funds can be spent. CDE also assists in training and outreach for the SHS Program.
- 1.5.2.7. The most recent final cost settlement year, State Fiscal Year (SFY) 2023-24, the SHS Program allowed the Department to reimburse 59 SHS Program Providers more than \$82 million in direct service federal Medicaid funds.
- 1.5.2.8. Effective October 1, 2020, under the Department’s approved Medicaid State Plan, CO-19-0021, the SHS Program expanded to free care services and additional provider types. SHS Program Providers can receive reimbursement from Medicaid for direct services that are covered under IEP/IFSP, other plans of care, EPSDT federal mandated rehabilitative therapies, or where medical necessity has been otherwise established, and Specialized Non-Emergency Transportation services as well as Medicaid administrative activities.
- 1.5.2.9. All SHS Program Providers are required to participate in a quarterly random moment time study to determine the percentage of allowable time spent providing Medicaid claimable services. By utilizing a time study, Providers receive a payment based on the actual cost incurred for providing Medicaid services, rather than through a fixed fee-for-service rate established by the Department.
- 1.5.2.10. Prior to receiving a final payment based on the actual cost incurred for

providing Medicaid services, SHS Program providers submit claims and receive monthly interim payments for providing services to enrolled clients. After the SFY ends each Provider is required to complete a cost report documenting their total Medicaid allowable costs for delivering SHS Program services and certifying their public expenditures. The cost report reconciles interim payments made to the provider during the SFY against actual costs. If the Provider's interim payments exceed the actual, certified costs of providing School Health Services, the provider must return the overpayment amount to the Department. If the provider's actual costs exceed the interim payments they received then the Department will pay the federal share difference to the Provider. This cost reconciliation and settlement process is based on a cost allocation methodology approved by CMS.

- 1.5.2.11. In accordance with the Department's CMS- methodology, SHS Providers may claim federal reimbursement for the cost of performing allowable administrative activities, referred to as Medicaid Administrative Claiming (MAC). For SFY 2023-24, 59 SHS providers participated in MAC, and reimbursement totaled \$7,937,131 in administrative federal reimbursement. In SFY 2024-25, 62 school districts participated in MAC, and reimbursement totaled \$15,781,862 in administrative federal reimbursement.
- 1.5.2.12. SHS providers receive monthly interim payments calculated from historical costs. The Department monitors SHS providers' MMIS claims volume. If claim volume decreases significantly or drops to zero in any two consecutive months while school is in session, interim payments may be withheld until the issue has been resolved. Also, SHS providers are required to complete quarterly financial reporting to allow the Department to monitor costs mid-year and adjust interim payments if necessary.
- 1.5.2.13. Additional information regarding the SHS Program, including the current SHS Program Manual and cost report template and instructions, are available at <https://hcpf.colorado.gov/school-health-services>.
- 1.5.2.13.1. The incumbent contractor for the SHS Program is Public Consulting Group, Inc.

1.6. SUBRECIPIENT STATUS

- 1.6.1. Contractor will not be considered a subrecipient subject to the requirements of the Office of Management and Budget Uniform Guidance, 2 CFR Part 200.

SECTION 2.0 OFFEROR'S EXPERIENCE AND PERSONNEL

2.1. MANDATORY QUALIFICATIONS

- 2.1.1. Offeror's organization shall meet all mandatory qualification requirements in this Section to be considered for award of a Contract from this Solicitation:
 - 2.1.1.1. Offeror is a School District in the State of Colorado.
 - 2.1.1.2. Offeror is a BOCES in the State of Colorado.
 - 2.1.1.3. Offeror is a state association or other entity representing a School District or BOCES in the State of Colorado.
 - 2.1.1.4. Offeror currently has, or has had within the last two years, a contractual relationship with a School District or BOCES in the State of Colorado to perform work related to the School Health Services Program. If an organization has multiple areas of expertise in another separate area, works or has worked with a school district or BOCES in Colorado the organization must demonstrate that the areas of work are completely separate and do not overlap.

OFFEROR'S RESPONSE 1. Provide a statement by the head of the organization, or the appropriate designee, confirming the Offeror's qualifications as outlined in Section 2.1.

2.2. ORGANIZATIONAL EXPERIENCE

- 2.2.1. 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.
- 2.2.2. The Department will evaluate the Offeror's experience pertaining to the following:
 - 2.2.2.1. Experience of a year or more within the last six years as a consultant for a School Health Services (SHS) program or a similar program and with the federal and state rules, guidelines and mandates relating to the SHS program.

- 2.2.2.2. Experience with online cost reporting systems and online time study systems within the last six years with an SHS program or similar program.

OFFEROR'S RESPONSE 2. Provide a detailed description of Offeror's organizational experience related to the Work. Specifically, address the Offeror's experience within the last six years as a consultant for an SHS program or a similar program and with the federal and state rules, guidelines and mandates relating to the SHS program and the Offeror's experience within the last six years with an SHS program or similar program.

2.3. PERSONNEL REQUIREMENTS

- 2.3.1. All personnel requirements are shown in Appendix B, in Contractor's Administrative Requirements exhibit to that Appendix.

OFFEROR'S RESPONSE 3. 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 in Appendix B.
- 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 Contractor to complete the Work.

SECTION 3.0 STATEMENT OF WORK

3.1. GENERAL INFORMATION

- 3.1.1. The following Statement of Work describes the Deliverables sought through this RFP and the scope of what the awarded Offeror will be expected to offer through the contract resulting from this RFP. The Statement of Work is intended to provide interested Offerors with sufficient basic information to submit a proposal. It is not

intended to limit a proposal's content or exclude any relevant or essential data.

3.2. ANNUAL COST REPORTING

3.2.1. Initial Start Up

3.2.1.1. Cost Reporting Online System

3.2.1.1.1. Contractor shall be responsible for all costs in maintaining the Cost Reporting Online System.

3.2.1.1.2. Contractor shall maintain an online system for completing the annual cost reporting that has, at a minimum, the following capabilities:

3.2.1.1.2.1. Allows SHS Providers to report salaries, benefits and other relevant financial information in accordance with the CMS approved methodology, provided by the Department.

3.2.1.1.2.2. Calculates final Certified Public Expenditure (CPE) numbers.

3.2.1.1.2.3. Calculates final settlement numbers.

3.2.1.1.2.4. All information required by the Medicaid State Plan.

3.2.1.1.3. Contractor shall modify site content at the direction of the Department.

3.2.1.1.4. Contractor shall deliver all site content to the Department for review and approval. Contractor shall not publicly post any content prior to the Department's approval of that Content.

3.2.1.1.4.1. DELIVERABLE: Cost Reporting Online System Content

3.2.1.1.4.2. DUE: 15 Calendar Days after the Operational Start Date

3.2.1.1.5. Prior to making the online system public, Contractor shall make the Cost Reporting Online System available to the Department in a testing environment.

3.2.1.1.5.1. DELIVERABLE: Cost Reporting Online System in Test Environment

3.2.1.1.5.2. DUE: 15 Calendar Days after the Operational Start Date

3.2.1.1.6. Once the Department has approved the content and the Cost Reporting Online System in the test environment, Contractor shall make the approved

Cost Reporting Online System and content available to the public in a production environment.

3.2.1.1.6.1. DELIVERABLE: Cost Reporting Online System in Production Environment

3.2.1.1.6.2. DUE: Annually, by July 1st

3.2.2. Direct Service and Transportation:

3.2.2.1. Contractor shall work with the Department to create timelines to receive data needed to complete the cost report and all ratios included in the calculations.

3.2.2.2. Contractor shall work with the SHS Providers to report salaries, benefits, contracted costs and other allowable costs for the Random Moment Time Study (RMTS) participants.

3.2.2.3. Contractor shall work with the SHS Providers to report salaries, benefits, contracted costs and other allowable costs for Transportation.

3.2.2.4. Contractor shall ensure that the cost report template is available in an online platform that is accessible to the SHS Providers.

3.2.2.5. Contractor shall complete an annual cost reconciliation process to compare interim payments to costs identified on each cost report. To do this Contractor shall collect cost reports for direct services and transportation from each of the SHS Providers according to the CMS approved methodology by November 1st of each year.

3.2.2.5.1. Contractor shall create a Cost Settlement Report that includes the cost settlement amount for each SHS Provider and shall submit the report to the Department for approval.

3.2.2.5.1.1. DELIVERABLE: Cost Settlement Amount for Each SHS Provider

3.2.2.5.1.2. DUE: Annually, by April 1st

3.2.2.6. Contractor shall perform a reconciliation of CPE at the individual SHS Provider level in accordance with CMS' guidance.

3.2.2.7. Contractor shall assist the Department in the Annual DS CPE documentation process. To assist in this process, Contractor shall:

- 3.2.2.7.1. Merge appropriate interim payment data into the CPE documentation materials.
- 3.2.2.7.2. Manage, review and resolve interim payment inquiries from the SHS Providers.
- 3.2.2.7.3. Reconcile all interim payments to SHS Providers compared to costs identified on each specific SHS Provider's cost report.
- 3.2.2.7.4. Ensure that each SHS Provider receives a final settlement according to the SPA approved by CMS.

OFFEROR'S RESPONSE 4. Provide a detailed description of the Offeror's experience, either through the organization or through the experience of individuals committed to the project, with projects with similar requirements to the annual cost report described in Section 3.2. This description shall include no more than two projects. For each project the Offeror shall include all of the following:

- a. A description of the project that included the Offeror's role and responsibilities in the project.
- b. The name of the entity for which the Offeror performed the project.
- c. The beginning and end dates of the project.
- d. Whether the project was successful.
- e. Any major obstacles faced by the Offeror on the project and how the Offeror overcame those obstacles.

3.3. AUDITS/REVIEWS

3.3.1. SHS Program Auditing

- 3.3.1.1. Contractor shall develop an SHS Audit Process and Plan for SHS Providers that will ensure program compliance based on CMS requirements, guidance and audit findings.
- 3.3.1.1.1. Contractor shall ensure that the SHS Audit Process and Plan includes, but is not limited to:

- 3.3.1.1.1.1. A description of the procedures Contractor will follow when performing claims reviews, audits of cost reports and audits of the RMTS.
- 3.3.1.1.1.2. Audit methodologies that Contractor will use.
- 3.3.1.1.1.3. A process for determining which SHS Providers will be placed on a corrective action plan and a plan for following up with those SHS Providers.
- 3.3.1.1.1.4. Recommendations regarding what will be audited. Recommended audits shall include, but are not limited to, the following:
 - 3.3.1.1.1.4.1. Claims Reviews.
 - 3.3.1.1.1.4.2. Cost Reports.
 - 3.3.1.1.1.4.3. RMTS moments.
 - 3.3.1.1.1.4.4. RMTS staff pool list eligible categories.
 - 3.3.1.1.1.4.5. Break out individual provider qualifications.
 - 3.3.1.1.1.4.6. Annual and quarterly financial reports.
- 3.3.1.1.1.5. A review of the audit materials maintained in, at a minimum, all of the following records or systems:
 - 3.3.1.1.1.5.1. Medicaid Management Information System (MMIS) claims.
 - 3.3.1.1.1.5.2. Cost reports.
 - 3.3.1.1.1.5.3. RMTS.
 - 3.3.1.1.1.5.4. Educational records.
- 3.3.1.1.1.6. The use of desk reviews and claims reviews.
- 3.3.1.1.1.7. A plan to determine which SHS Providers will be audited during the next SFY and when those SHS Providers will be audited. This plan shall contain, at a minimum, the following components and shall include the due dates described:
 - 3.3.1.1.1.7.1. Contractor shall ensure that the audit plan will include 100% of all SHS Providers are receiving a high level review each SFY and one-

third receive an in-depth review each SFY. Each SHS Provider shall receive an in-depth review at least once every three SFYs.

- 3.3.1.1.1.7.2. Contractor shall deliver the annual audit plan to the Department for review and approval.
- 3.3.1.2. Contractor shall submit the SHS Audit Process and Plan to the Department for review and approval.
 - 3.3.1.2.1. DELIVERABLE: SHS Audit Process and Plan
 - 3.3.1.2.2. DUE: Within 60 Calendar Days after the Effective Date
- 3.3.1.3. Contractor shall update the SHS Audit Process and Plan annually to account for any changes to the process.
 - 3.3.1.3.1. DELIVERABLE: Updated SHS Audit Process and Plan
 - 3.3.1.3.2. DUE: Annually, by June 15th for the Upcoming Fiscal Year, with the Exception of the Final Year of the Contract Term, Including All Extensions
- 3.3.1.4. Once the Department has approved the SHS Audit Process and Plan Contractor shall implement the process.
- 3.3.2. Contractor shall develop and draft all documents and templates necessary to implement the SHS audit process approved by the Department. These shall include, at a minimum, all documents and templates necessary for performing, documenting and reporting all audit activities. Contractor shall submit all documents and templates to the Department for review and approval.
 - 3.3.2.1. Contractor shall not use any documents or templates for any SHS audit process until those documents and templates have been approved by the Department.
 - 3.3.2.1.1. DELIVERABLE: All Documents and Templates Necessary to Implement the SHS Audit Process
 - 3.3.2.1.2. DUE: Within 60 Calendar Days after the Effective Date.
- 3.3.3. Contractor shall update all documents and templates as necessary to account for any process changes or as requested by the Department.
 - 3.3.3.1. DELIVERABLE: Updated Document and Templates

- 3.3.3.2. DUE: Within 30 Calendar Days of Contractor's Determination of the Need for an Update or the Request by the Department
- 3.3.3.3. Contractor shall note any audit findings that show a trend of errors from an SHS Provider. Contractor shall contact any SHS Provider for which audit findings show a trend of errors and work with that SHS Provider to resolve the problems that are causing that trend.

OFFEROR'S RESPONSE 5. Provide a Draft SHS Audit Process and Plan.

3.4. ELIGIBILITY MATCH

- 3.4.1. Contractor shall create a Matching Methodology to calculate the all SHS Provider-specific All Student Medicaid Enrollment Rate and the SHS Provider-specific Individualized Education Plan Student Utilization Ratio. The Matching Methodology shall, at a minimum:
 - 3.4.1.1. Be able to match student records obtained from CDE against eligibility files in the State's MMIS.
 - 3.4.1.2. Develop and submit multi-level match process, based on first name, last name, date of birth and gender, to the Department.
- 3.4.2. Contractor shall submit the Matching Methodology to the Department for review and approval.
 - 3.4.2.1. DELIVERABLE: Matching Methodology
 - 3.4.2.2. DUE: Within Six Months After the Operational Start Date
- 3.4.3. Contractor shall work with the Department to collect data for participating SHS Providers to calculate the SHS Provider-specific Individualized Education Plan Student Utilization Ratio based on December 1 count data.
 - 3.4.3.1. The Department will provide enrollment records and student lists from the CDE to Contractor.
- 3.4.4. Contractor shall complete the SHS Provider-specific Individualized Education Plan Student Utilization Ratio Multi-level Match using the matching methodology approved by the Department and shall submit the results to the Department.

3.4.4.1. DELIVERABLE: SHS Provider-specific Individualized Education Plan Student Utilization Ratio

3.4.4.2. DUE: Annually by June 1st

3.4.5. Contractor shall work with the Department to collect data for participating SHS Providers to calculate the SHS Provider-specific all student Medicaid Enrollment Rate based on the October 1 student count data using the matching methodology approved by the Department and shall submit the results to the Department.

3.4.5.1. The Department will provide enrollment records and student lists from CDE and to Contractor.

3.4.5.1.1. DELIVERABLE: SHS Provider-specific All Student Medicaid Enrollment Rate.

3.4.5.1.2. DUE: Annually, by March 15th

3.4.6. Once Contractor has completed the matches described in Section 3.4, Contractor shall provide all SHS Provider-specific backup documentation to the SHS Providers upon request by the Department.

3.4.6.1. DELIVERABLE: SHS Provider-specific Backup Documentation

3.4.6.2. DUE: Within Seven Calendar Days after the Department's Request

3.5. TRAINING

3.5.1. Contractor shall conduct training classes for SHS Providers.

3.5.1.1. Annual Training Plan

3.5.1.1.1. Contractor shall create an Annual Training Plan that includes, but is not limited to, the following:

3.5.1.1.1.1. The number of training classes that Contractor will conduct during the coming year.

3.5.1.1.1.1.1. Contractor shall ensure that a minimum of four annual training classes occur each year and that these classes are held in multiple locations providing ease of access for program participants in different regions throughout the state of Colorado. In the event that traveling is not safe or for other extenuating circumstances the in-person training may be replaced with

virtual training with the Department's approval.

- 3.5.1.1.1.1.2. In addition, one virtual training hosted on a webinar platform.
- 3.5.1.1.1.1.3. In addition, one recorded training to be available for program participants to view within three weeks of the virtual training session.
- 3.5.1.1.1.1.4. Contractor shall ensure that a minimum of four quarterly online system trainings occur each year.
- 3.5.1.1.1.2. The topics that each class will cover. Topics may include, but are not limited to, the following:
 - 3.5.1.1.1.2.1. Cost report systems.
 - 3.5.1.1.1.2.2. The RMTS.
 - 3.5.1.1.1.2.3. Audit policies and procedures.
 - 3.5.1.1.1.2.4. Changes to any cost report, RMTS or audit process or requirements.
 - 3.5.1.1.1.2.5. Changes to any electronic systems that directly affect how an SHS Provider inputs or extracts data from any of Contractor's systems.
 - 3.5.1.1.1.2.6. The submission of the quarterly financial reports and its supporting auditable documentation.
 - 3.5.1.1.1.2.7. The submission of the annual cost report and its supporting auditable documentation.
- 3.5.1.1.1.3. Trainings for new coordinators and/or new SHS Providers during their first year in the SHS program.
 - 3.5.1.1.1.3.1. Contractor shall ensure in depth new coordinator training sessions are offered in a virtual format on a quarterly basis.
 - 3.5.1.1.1.3.2. In person sessions will be offered if requested by the Department.
- 3.5.1.1.1.4. All materials Contractor intends to use during the training sessions.
- 3.5.1.1.2. Contractor shall provide the Annual Training Plan to the Department for review and approval. The Department may direct Contractor to modify the topics covered, the materials used, and/or the location or timing of any proposed training class in the annual training plan.

- 3.5.1.1.2.1. DELIVERABLE: Initial Training Plan
- 3.5.1.1.2.2. DUE: Within 30 Calendar Days of Operational Start Date
- 3.5.1.1.2.3. DELIVERABLE: Initial Annual Training Materials
- 3.5.1.1.2.4. DUE: Within 30 Calendar Days of Operational Start Date
- 3.5.1.1.2.5. DELIVERABLE: Annual Training Plan
- 3.5.1.1.2.6. DUE: Annually by February 15th after the Initial Year
- 3.5.1.1.3. Contractor shall implement the Annual Training Plan upon Department approval and shall conduct all trainings at a time and date specified by the Department.
- 3.5.1.2. Contractor shall make all training sessions available through Internet based, real-time broadcast of live training sessions if requested by the Department.
- 3.5.1.3. Contractor shall make electronic, on-demand recordings of training classes available if requested by the Department.
- 3.5.1.4. Contractor shall provide recorded trainings to the Department to be published on the Department's website upon Department request.
- 3.5.1.5. Contractor shall be responsible for all costs associated with travel, lodging, meeting handouts and training materials pertaining to Contractor's portion of any meeting or training event.
 - 3.5.1.5.1. DELIVERABLE: Annual Training
 - 3.5.1.5.2. DUE: As Per the Annual Training Plan
- 3.5.1.6. Contractor shall ensure that a minimum of four annual Refresher Trainings are held each year and that these trainings are held in multiple locations throughout the state of Colorado.
 - 3.5.1.6.1. DELIVERABLE: Annual Refresher Trainings
 - 3.5.1.6.2. DUE: As Per the Annual Training Plan
 - 3.5.1.6.3. DELIVERABLE: Quarterly Online System Training
 - 3.5.1.6.4. DUE: As Per the Annual Training Plan

3.6. MEETINGS

3.6.1. Stakeholder Meeting

3.6.1.1. Contractor shall host a minimum of three stakeholder meetings each SFY on dates and times specified by the Department.

3.6.1.1.1. DELIVERABLE: Stakeholder Meetings

3.6.1.1.2. DUE: As per the Direction of the Department

3.6.1.2. Contractor shall develop handouts for each meeting that shall include, but not be limited to:

3.6.1.2.1. Meeting Agendas.

3.6.1.2.2. Other handouts as requested by the Department.

3.6.1.3. Contractor shall submit all Meeting Handouts to the Department at least seven Calendar Days prior to the date the meeting is to be held.

3.6.1.3.1. DELIVERABLE: Meeting Handouts

3.6.1.3.2. DUE: 14 Calendar Days Prior to the Date the Meeting is to be Held

3.6.2. Bi-Weekly Project Meeting

3.6.2.1. Contractor shall participate in a Bi-Weekly Project Meeting with Department staff to provide a detailed review and updates on the status of the Work and to resolve any issues.

3.6.2.2. Contractor shall attend additional meetings with the Department upon Department request.

3.6.2.3. Prior to the Bi-Weekly Project Meeting, Contractor shall submit a meeting agenda at least three business days prior to the date the meeting is to be held with an outline of topics to be discussed

3.6.2.3.1. DELIVERABLE: Biweekly Meeting Agenda

3.6.2.3.2. DUE: 14 Calendar Days Prior to the Date the Meeting is to be Held

3.7. INTERIM RATE SETTING

3.7.1. Contractor shall establish SHS Provider-specific interim rates for the SHS each SFY and after any update to the reimbursement methodology.

- 3.7.1.1. To establish interim rates, Contractor shall complete all of the following:
 - 3.7.1.1.1. Develop and submit to the Department a methodology to calculate SHS Provider-specific interim rates, as required by CMS.
 - 3.7.1.1.1.1. DELIVERABLE: SHS Provider-specific Interim Rate Methodology
 - 3.7.1.1.1.2. DUE: February 1, 2028
 - 3.7.1.1.2. Gather and analyze historical cost data from SHS Providers to calculate a monthly SHS Provider-specific interim payment based on the Department-approved methodology.
 - 3.7.1.1.3. Review all SHS Provider-specific monthly rate-setting calculations for accuracy.
 - 3.7.1.1.4. Collect and analyze quarterly financial data from each SHS Provider so that the interim rates can be adjusted mid-year if necessary.
 - 3.7.1.1.4.1. Contractor shall establish interim rates based on the prior years' cost reports.
- 3.7.2. Contractor shall submit the SHS Provider-specific interim rates to the Department for review and approval.
 - 3.7.2.1. DELIVERABLE: Interim Rates
 - 3.7.2.2. DUE: Annually, by April 1st and within 30 Calendar Days after an update to the reimbursement methodology, the mid-year results of the SHS Provider's quarterly financial data if it shows the need for an update or the Department's request
- 3.7.3. Upon approval by the Department, Contractor shall deliver the SHS Provider-specific interim rates to each SHS Provider.
 - 3.7.3.1. DELIVERABLE: Approved Interim Rates
 - 3.7.3.2. DUE: Annually, by April 1st and within 10 Calendar Days after the Department's request of an update

3.8. TIME STUDY

- 3.8.1. Random Moment Online System
 - 3.8.1.1. Contractor shall develop and maintain the Random Moment Online System in accordance with the CMS-approved methodology.

- 3.8.1.2. Contractor shall develop an online system for collecting SHS Providers' Random Moments that, at a minimum:
 - 3.8.1.2.1. Allows Contractor to send SHS Providers Random Moment Time Studies to document the amount of time spent doing Medicaid allowable services in accordance with the approved Time Study Implementation Guide, provided by the Department.
 - 3.8.1.2.2. Allows SHS Providers to upload staff pool lists over the Internet.
- 3.8.1.3. Contractor shall modify site content at the direction of the Department.
- 3.8.1.4. Contractor shall deliver all site content to the Department for review and approval. Contractor shall not publicly post any content prior to the Department's approval of that Content.
 - 3.8.1.4.1. DELIVERABLE: Random Moment Online System Content
 - 3.8.1.4.2. DUE: 15 Calendar Days After the Beginning of the Startup Period
- 3.8.1.5. Prior to making the online system public, Contractor shall make the Random Moment Online System available to the Department in a testing environment.
 - 3.8.1.5.1. DELIVERABLE: Random Moment Online System in Test Environment
 - 3.8.1.5.2. DUE: 15 Calendar Days after the beginning of the Startup Period
- 3.8.1.6. Once the Department has approved the content and the Random Moment Online System in the test environment, Contractor shall make the approved Random Moment Online System and content available to the public in a production environment.
 - 3.8.1.6.1. DELIVERABLE: Random Moment Online System in Production Environment
 - 3.8.1.6.2. DUE: 90 Calendar Days Prior to the Operational Start Date
- 3.8.2. Contractor shall plan, develop and conduct a statewide Random Moment Time Study (RMTS) through an online application that SHS Providers can access through the Internet. The intervals of the RMTS will be dictated by guidance from the Centers for Medicare and Medicaid Services (CMS). Contractor shall complete all of the following:

- 3.8.2.1. Update the Department's current RMTS methodology, materials and the RMTS Online Application, as necessary or as directed by the Department, by incorporating the most current guidance from CMS.
- 3.8.2.2. Collect RMTS staff pool lists for all SHS Providers participating in the SHS and distribute RMTS moments.
- 3.8.2.3. Vet and analyze staff pool lists collected from all SHS Providers participating in the SHS for consistency and any deviations from previous staff pool lists.
- 3.8.2.4. Collect and distribute all RMTS data and information electronically.
 - 3.8.2.4.1. Contractor shall do this through the use of e-mail and a web-based system.
- 3.8.2.5. Collect and distribute all RMTS data and information through paper moments if requested by the Department.
- 3.8.2.6. Maintain an electronic system for storing and analyzing all RMTS responses, data and information.
 - 3.8.2.6.1. Contractor shall ensure that the electronic system is compatible with or the same system as Contractor's cost reporting system and shall allow the transmission of all appropriate data and information between the two systems without additional input or action from the Department, any SHS Provider.
- 3.8.2.7. Monitor and compile reports of participating SHS Providers' RMTS response compliance rate.
- 3.8.2.8. Code and review the quality of RMTS responses in accordance with the CMS-approved methodology and calculate time study percentages based on direct medical for free care and IEP/ IFSP support services and administrative services provided.
- 3.8.3. Contractor shall create written quarterly updates on the RMTS results for the Department's review and subsequent submission to CMS that shall include, but not be limited to:
 - 3.8.3.1. Participant statistics.
 - 3.8.3.2. Moments generated.

3.8.3.3. Valid coded responses received.

3.8.3.4. Raw compliance percentages.

3.8.3.5. Finalized time study percentages.

3.8.4. Contractor shall submit the Quarterly RMTS updates to the Department.

3.8.4.1. DELIVERABLE: Quarterly RMTS Updates

3.8.4.2. DUE: Within 90 Calendar Days After the End of the Calendar Quarter for Which the Update Covers

OFFEROR'S RESPONSE 6. Provide a detailed description of the Offeror's experience, either through the organization or through the experience of individuals committed to the project, with projects with similar requirements to the time study. This description shall include no more than two projects. For each project the Offeror shall include all of the following:

- a. A description of the project that included the Offeror's role and responsibilities in the project.
- b. The name of the entity for which the Offeror performed the project.
- c. The beginning and end dates of the project.
- d. Whether the project was successful.
- e. Any major obstacles faced by the Offeror on the project and how the Offeror overcame those obstacles.

3.9. HELP DESKS

3.9.1. RMTS Help Desk

3.9.1.1. Contractor shall operate an RMTS help desk to receive and respond to communications from SHS Providers regarding the RMTS.

3.9.1.1.1. Contractor shall ensure that the RMTS help desk shall be able to receive and respond to communications received through telephone as well as through e-mail.

3.9.1.1.2. Contractor shall have voice mail capability to receive calls when the help desk is not staffed.

- 3.9.1.1.2.1. Contractor shall only use the voice mail system to receive calls when the help desk is not staffed, unless Contractor receives prior written permission from the Department to receive calls through this system at other times.
- 3.9.1.1.3. Contractor shall provide a toll-free telephone number and a general e-mail address for the help desk. Contractor shall transfer the telephone number and e-mail address to the Department upon request by the Department.
- 3.9.1.1.4. Contractor shall ensure that the RMTS help desk is staffed and available to receive and respond to calls, at a minimum, between 8:00 am and 5:00 pm Mountain Time, every Business Day.
- 3.9.1.1.5. Contractor shall track call volume during all times that the RMTS help desk is available to receive and respond to calls.
 - 3.9.1.1.5.1. For each call received, Contractor shall document all of the following:
 - 3.9.1.1.5.1.1. The name of the SHS Provider.
 - 3.9.1.1.5.1.2. The District in which the SHS Provider practices.
 - 3.9.1.1.5.1.3. The general nature of the call.
 - 3.9.1.1.5.1.4. The resolution to the call.
- 3.9.2. Cost Report Help Desk
 - 3.9.2.1. Contractor shall operate a cost report help desk to receive and respond to communications from SHS Providers regarding the cost reports and interim rates and any cost settlement amounts.
 - 3.9.2.1.1. The cost report help desk shall be able to receive and respond to communications received via telephone as well as via e-mail.
 - 3.9.2.1.1.1. Contractor shall have voice mail capability to receive calls when the help desk is not staffed.
 - 3.9.2.1.1.1.1. Contractor shall only use the voice mail system to receive calls when the help desk is not staffed, unless Contractor receives prior written permission to receive calls through this system at other times.

- 3.9.2.1.2. Contractor shall provide a toll-free telephone number and a general e-mail address for the help desk. Contractor shall transfer the telephone number and e-mail address to the Department upon request by the Department.
- 3.9.2.1.3. The cost report help desk shall be staffed and available to receive and respond to calls, at a minimum, between 8:00 am and 5:00 pm, Mountain Time, every Business Day.
- 3.9.2.1.4. Contractor shall track call volume during all times that the cost report help desk is available to receive and respond to calls.
 - 3.9.2.1.4.1. For each call received, Contractor shall document all of the following:
 - 3.9.2.1.4.1.1. The name of the SHS Provider.
 - 3.9.2.1.4.1.2. The District in which the SHS Provider practices.
 - 3.9.2.1.4.1.3. The general nature of the call.
 - 3.9.2.1.4.1.4. The resolution to the call.
- 3.9.2.2. DELIVERABLE: RMTS Help Desk and Cost Report Help Desk Services
- 3.9.2.3. DUE: Monthly, by the 15th Business Day of the Month Following the Month Services were Performed
- 3.9.3. RMTS and Cost Report Call Center Report
 - 3.9.3.1. Contractor shall create a written monthly RMTS and Cost Report Call Center Report that contains:
 - 3.9.3.1.1. The total number of calls and e-mails received by each call center broken out as follows:
 - 3.9.3.1.1.1. Number of calls received.
 - 3.9.3.1.1.2. Number of calls answered.
 - 3.9.3.1.1.3. Number of calls routed to voice mail.
 - 3.9.3.1.1.4. Number of calls routed to voice mail that were responded to within two Business Days.
 - 3.9.3.1.1.5. Average call hold time.

- 3.9.3.1.1.6. Average call abandonment rate.
- 3.9.3.1.1.7. Number of e-mails received.
- 3.9.3.1.1.8. Number of e-mails responded to within two Business Days.
- 3.9.3.1.2. A summary of and trends relating to the call center information as described above.
- 3.9.3.2. Contractor shall submit the RMTS and Cost Report Call Center Report to the Department.
- 3.9.3.2.1. DELIVERABLE: RMTS and Cost Report Call Center Report
- 3.9.3.2.2. DUE: Monthly, by the 15th Business Day of the Month Following the Month the Report Covers
- 3.9.4. Help Desk Performance Standards
- 3.9.4.1. Contractor shall meet or exceed all performance standards at all times during the term of this Contract. The performance standards under this Contract are as follows:
 - 3.9.4.1.1. RMTS Help Desk
 - 3.9.4.1.1.1. Contractor shall respond to all e-mail and voice mail inquiries directed to the RMTS help desk within two Business Days of receipt. All e-mails and voice mails received by the RMTS help desk during a time when the help desk is not staffed, as described in 1.8.1.1.4 shall be considered received at the beginning of the next period of time that the help desk is staffed.
 - 3.9.4.1.1.1.1. PERFORMANCE STANDARD: All e-mails and voice mails to the RMTS help desk responded to within two Business Days.
 - 3.9.4.1.2. Cost Report Help Desk
 - 3.9.4.1.2.1. Contractor shall respond to all e-mail and voice mail inquiries directed to the Cost Report help desk within two Business Days of receipt. All e-mails and voice mails received by the Cost Report help desk during a time when the help desk is not staffed, as described in 1.8.2.1.3, shall

be considered received at the beginning of the next period of time that the help desk is staffed.

- 3.9.4.1.2.1.1. PERFORMANCE STANDARD: All e-mails and voice mails to the Cost Report help desk responded to within two Business Days.

3.10. PUBLICATIONS

3.10.1. SHS Manual

- 3.10.1.1. Contractor shall create a comprehensive SHS Manual that includes, but is not limited to, all of the following topics:

- 3.10.1.1.1. Definitions and abbreviations.
- 3.10.1.1.2. Program overview.
- 3.10.1.1.3. SHS Provider enrollment.
- 3.10.1.1.4. Client eligibility.
- 3.10.1.1.5. Covered services.
- 3.10.1.1.6. SHS Individual Provider qualifications.
- 3.10.1.1.7. RMTS overview including program features and processes.
- 3.10.1.1.8. Transportation guide
- 3.10.1.1.9. Claims submission and billing.
- 3.10.1.1.10. Interim payments and reimbursement.
- 3.10.1.1.11. Annual Cost reporting.
- 3.10.1.1.12. Annual Cost reconciliation and final payment.
- 3.10.1.1.13. Record keeping and documentation.
- 3.10.1.1.14. Time study implementation guide
- 3.10.1.1.15. System guides for web-based system(s) that includes RMTS and quarterly and annual cost reporting.
- 3.10.1.1.16. Quality assurance and program reviews.
- 3.10.1.1.17. Program features and processes pertaining to MAC.

- 3.10.1.2. Contractor shall submit the SHS Manual in American with Disabilities Act (ADA) format to the Department in an electronic format.
- 3.10.1.2.1. DELIVERABLE: Initial SHS Manual
- 3.10.1.2.2. DUE: Within 30 Calendar Days after the Effective Date
- 3.10.1.3. Contractor shall update the SHS Manual as requested by the Department.
- 3.10.1.4. Contractor shall create and maintain an electronic version of the SHS manual for publication to the general public. It shall include any appropriate hyperlinks as determined by Contractor or the Department. Contractor shall submit all updates to the SHS manual to the Department for review and approval. Contractor shall not publish or make the updated SHS manual available to any Members or SHS Providers prior to the Department's approval of the updated SHS manual.
- 3.10.1.4.1. DELIVERABLE: Updated SHS Manual
- 3.10.1.4.2. DUE: 30 Calendar Days from the Department's Request for an Update to the SHS Manual
- 3.10.2. Contractor shall develop and publish an electronic SHS program newsletter for the SHS Providers.
- 3.10.2.1. The newsletter shall meet the following requirements:
 - 3.10.2.1.1. Be in a Department approved format and template.
 - 3.10.2.1.2. Be published at least quarterly on a schedule determined by the Department.
 - 3.10.2.1.3. Be submitted to the Department
 - 3.10.2.1.4. Contain information about, but not limited to, the RMTS, cost reports, quarterly time study percentages, compliance and oversight, web-based systems, trainings, and programmatic features, reminders, deadlines or changes.
- 3.10.2.2. Contractor shall not publish any SHS program newsletter prior to receiving Department approval to publish that newsletter.

3.10.2.2.1. DELIVERABLE: SHS Program Newsletter

3.10.2.2.2. DUE: Quarterly, on a Schedule Determined by the Department

3.11. QUARTERLY FINANCIAL REPORTING

3.11.1. Quarterly Financial Online System

3.11.1.1. Contractor shall be responsible for all costs in developing and maintaining the Quarterly Financial Online System.

3.11.1.2. Contractor shall develop an online system for completing the quarterly financial reporting that has, at a minimum, the following capabilities:

3.11.1.2.1. Allows SHS Providers to report salaries, benefits and other relevant financial information in accordance with the CMS approved methodology, provided by the Department.

3.11.1.2.2. Calculates final CPE numbers.

3.11.1.2.3. Calculates final settlement numbers.

3.11.1.2.4. All information required by the CMS-approved methodology.

3.11.1.3. Contractor shall modify site content at the direction of the Department.

3.11.1.4. Contractor shall deliver all site content to the Department for review and approval. Contractor shall not publicly post any content prior to the Department's approval of that Content.

3.11.1.4.1. DELIVERABLE: Quarterly Financial Online System Content

3.11.1.4.2. DUE: 15 Calendar Days After the Operational Start Date

3.11.1.5. Prior to making the online system public, Contractor shall make the Quarterly Financial Online System available to the Department in a testing environment.

3.11.1.5.1. DELIVERABLE: Quarterly Financial Online System in Test Environment

3.11.1.5.2. DUE: 15 Calendar Days after the Operational Start Date

3.11.1.6. Once the Department has approved the content and the Quarterly Financial Online System in the test environment, Contractor shall make the approved Quarterly Financial Online System and content available to the public in a

production environment.

3.11.1.6.1. DELIVERABLE: Quarterly Financial Online System in Production Environment

3.11.1.6.2. DUE: 30 Calendar Days After Operational Start Date

3.11.2. Contractor shall administer the CMS approved reimbursement methodology, for Medicaid Administrative Claiming provided by the Department, and all quarterly cost reports. This administration shall include all of the following:

3.11.2.1. Medicaid Administrative Claiming

3.11.2.1.1. Contractor shall work with the Department to request and collate data from the Colorado Department of Education, including data from the chart of accounts and indirect costs rates.

3.11.2.1.2. Contractor shall obtain salaries, benefits, contracted costs and other allowable costs from the SHS Providers for the RMTS participants.

3.11.2.1.3. Contractor shall prepare, file and review administrative claiming financial information for the quarterly cost reports and submit the cost report outcomes to the Department in a Department approved format.

3.11.2.1.3.1. DELIVERABLE: Quarterly Cost Report Outcomes

3.11.2.1.3.2. DUE: Quarterly, Within 90 Calendar Days After the End of the Calendar Quarter for which the Cost Report Outcomes Apply

3.11.3. Contractor shall assist the Department in the quarterly MAC CPE documentation process. To assist in this process, Contractor shall perform all of the following:

3.11.3.1. Ensure that each SHS Provider receives a quarterly report of the actual allowable costs of providing Medicaid allowable services.

3.12. ADDITIONAL CONSULTING WORK

3.12.1. The Department, at its sole discretion, may request Contractor perform additional consulting work as listed in this Section.

3.12.2. Additional consulting services may include, but are not limited to, all of the following:

3.12.2.1. Making recommendations that are in accordance with Federal guidelines,

regulations and statutes.

- 3.12.2.2. Identifying opportunities to improve the School Health Services Program.
- 3.12.2.3. Identifying and advising on potential federal policy or regulation changes as the result of Government Accountability Office reports, Office of Inspector General audits, CMS financial management review, or other federal reports or directives.
- 3.12.2.4. Reviewing and advising on the impact of State Medicaid Director Letters, proposed or final CMS regulations, or other policy changes that may impact the School Health Services Program.
- 3.12.2.5. Making recommendations for strategies to respond to changes in the overall health care market in Colorado.
- 3.12.2.6. Drafting responses to questions from CMS.
- 3.12.2.7. Drafting position papers or questions to CMS.
- 3.12.2.8. Attending meetings and/or conference calls between the Department and CMS.
- 3.12.2.9. Providing technical guidance to the Department regarding development or changes to the School Health Services reimbursement methodology.
- 3.12.2.10. Providing guidance in developing communication strategies and responding to questions raised by the following parties:
 - 3.12.2.10.1. CMS.
 - 3.12.2.10.2. Office of Inspector General (OIG).
 - 3.12.2.10.3. State or Federal Auditors.
 - 3.12.2.10.4. The Colorado Governor's Office.
 - 3.12.2.10.5. The Colorado General Assembly and its committees.
- 3.12.2.11. Providing strategic feedback on the Department's responses to CMS questions.
- 3.12.2.12. Providing technical guidance to the Department to respond to informal and formal requests for additional information from CMS.
- 3.12.2.13. Assisting the Department in any SHS Program audit conducted at either the

state or SHS Provider level and assisting the Department compile to documentation, draft responses and participate in audit conference calls or meetings as requested by the Department.

- 3.12.3. Contractor shall work on additional consulting projects as requested by the Department.
- 3.12.4. Contractor shall ensure that any additional consulting projects will not compromise any deliverable due dates specified in the Statement of Work.
- 3.12.5. The Department may initiate an additional consulting project by submitting a written request to Contractor for an estimate of the hours and services required to complete the consulting project.
- 3.12.6. Contractor shall respond in writing to the Department's request for estimates within three Business Days following receipt of the request. Contractor's response shall include:
 - 3.12.6.1. An estimate of the hours needed to complete the project.
 - 3.12.6.2. The activities and milestones required to complete the project.
- 3.12.7. In the event that Contractor's estimate of hours needed to complete the consulting project exceeds 60 hours, Contractor's response shall also include all of the following:
 - 3.12.7.1. A description of the personnel commitments for the consulting project including:
 - 3.12.7.1.1. The names of all persons assigned to the consulting project.
 - 3.12.7.1.2. The work responsibilities of each person assigned to the consulting project.
 - 3.12.7.1.3. The estimated hours that each person will need to complete his/her work responsibilities.
 - 3.12.7.2. A timeline delineating the estimated completion dates of activities critical to the consulting project.
 - 3.12.7.3. A breakdown of the hours required per critical activity.
- 3.12.8. The Department will review Contractor's response and may elect not to have

Contractor perform any or all of the additional consulting projects or may request changes to Contractor's response. The Department will elect to have Contractor perform additional consulting projects in the Department's sole discretion.

- 3.12.9. Contractor shall not begin an additional consulting project without the prior written approval of the Department.
- 3.12.10. All deliverables resulting from additional consulting projects shall comply with the requirements listed in Section 3.12.
- 3.12.11. Contractor shall not perform any additional consulting project for which funds are not available in the Contract. If additional funding is required, the Contract may be amended to add additional funds.
- 3.12.12. Additional funding for ad hoc projects may be added through an option letter at rates bid by Offeror.
- 3.12.12.1. DELIVERABLE: Additional Consulting
- 3.12.12.2. DUE: As Per the Request of the Department

3.13. OUTREACH

- 3.13.1. Contractor shall provide outreach to SHS Providers that are not participating in the SHS Program. This outreach shall include, but is not limited to, all of the following:
 - 3.13.1.1. E-mail contact or newsletters.
 - 3.13.1.2. Conference calls or video meetings.
 - 3.13.1.3. Making available mock cost reports and other information that show what a new SHS Provider would be required to do in the program so that the SHS Provider can perform a cost-benefit analysis.
 - 3.13.1.4. Receiving and answering questions posed by SHS Providers that are not participating in the SHS Program.
 - 3.13.1.5. Creating and disseminating fact sheets and other materials to market the program to SHS Providers that are not participating in the SHS Program.
- 3.13.2. Contractor shall submit all outreach materials to the Department at least 10 Business Days prior to Contractor printing or disseminating such outreach materials

to any SHS Provider, unless the Department approves a shorter submission deadline. This submission requirement shall not apply to items that are directed toward and addressed to individual SHS Providers.

3.13.2.1. DELIVERABLE: Outreach Materials

3.13.2.2. DUE: No Less Than 10 Business Days Prior to Contractor Printing or Disseminating the Materials

3.13.3. Contractor shall work with the Department to coordinate the new coordinator mentorship program.

3.13.3.1. Contractor will develop new coordinator presentations for the corresponding district.

3.13.3.2. Contractor with the Department will attend the first in-person or virtual new coordinator meeting with prospective school district/BOCES

3.13.3.3. Contractor will ensure appropriate staff are in attendance for monthly new coordinator mentorship calls for each new coordinator to guarantee program expertise for all program areas are in attendance.

3.13.4. Provide a draft Outreach Plan for ways that the Offeror will accomplish the outreach described in Section 3.13.

3.13.5. Contractor shall work with the Department to schedule and facilitate office hours for SHS Program Providers

3.13.5.1. Contractor will have at least one staff member available during office hours that can answer questions from SHS Program Providers about aspects of the program that Contractor supports

3.13.5.2. Office hours will take place once a month to support SHS Program Providers

3.13.5.2.1. DELIVERABLE: Monthly Program Office Hours

3.13.5.2.2. DUE: As Requested by the Department

3.14. WORKPLAN

3.14.1. Contractor shall create a Work Plan. The Work Plan shall include, but not be limited to:

- 3.14.1.1. Milestones and deliverables for completing each Deliverable described in Exhibit B, Statement of Work.
- 3.14.1.2. The dates by which each milestone and Deliverable will be submitted to the Department.
- 3.14.2. Contractor shall submit the Work Plan to the Department for review and approval.
- 3.14.2.1. DELIVERABLE: Work Plan
- 3.14.2.2. DUE: Initial Work Plan within 30 Calendar Days After the Effective Date and then July 15th of Each Following Year
- 3.14.3. Contractor and the Department may update the Work Plan by mutual agreement without a formal amendment to this Purchase Order.

3.15. REPORTING REQUIREMENTS

- 3.15.1. Contractor shall provide all reports listed in this section in the format directed by the Department and containing the information requested by the Department.
- 3.15.2. Monthly Reporting
 - 3.15.2.1. Contractor shall provide a written monthly progress report addressing the overall status of the project, including, but not limited to, all of the following subjects:
 - 3.15.2.1.1. The actions taken on prior open matters.
 - 3.15.2.1.2. Problems encountered.
 - 3.15.2.1.3. Schedule status.
 - 3.15.2.1.4. Overall project cost status.
 - 3.15.2.2. Contractor shall provide a written monthly SHS RMTS and cost report auditing report that documents errors identified during the audits of the RMTS and cost report separately for each SHS Provider audited under 1.2.1.1 during the month for which the report covers.
 - 3.15.2.3. Contractor shall provide a written monthly RMTS and cost report call center report that contains a summary of and trends relating to the call center information as detailed in Subsection 3.9.3.

3.15.2.3.1. This RMTS and cost report call center report shall also contain the total number of calls and e-mails received by each call center broken out as follows:

3.15.2.3.1.1. Number of calls received.

3.15.2.3.1.2. Number of calls answered.

3.15.2.3.1.3. Number of calls routed to voice mail.

3.15.2.3.1.4. Number of calls routed to voice mail that were responded to within two Business Days.

3.15.2.3.1.5. Number of e-mails received.

3.15.2.3.1.6. Number of e-mails responded to within two Business Days.

3.15.2.3.2. The Monthly report submitted to the Department shall consist of the written monthly progress report, the SHS RMTS Report, Audit Process and Plan and RMTS call center report.

3.15.2.3.2.1. DELIVERABLE: Monthly Report

3.15.2.3.2.2. DUE: Monthly, by the 15th Business Day of the Month Following the Month the Report Covers

3.15.3. Annual Reporting

3.15.3.1. Contractor shall provide a written annual report that contains a summary of all of the information shown on each of the monthly reports for the most recent SFY. This report shall also contain and identify any outcomes or trends in the information shown in the monthly reports.

3.15.3.1.1. DELIVERABLE: Annual Report

3.15.3.1.2. DUE: Annually, by June 15th of Each Year

3.16. ACCESSIBILITY REQUIREMENTS

3.16.1. All work performed as a result of this solicitation must comply with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Office Of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. and 3) all State of

Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

OFFEROR'S RESPONSE 7. Describe how the Offeror will meet or exceed the accessibility requirements detailed in Section 3.16 of this RFP.

SECTION 4.0 COMPENSATION AND INVOICING

4.1. COMPENSATION

4.1.1. The compensation under the Contract shall consist of Deliverable payments.

4.1.1.1. The Compensation under the Contract may also include an Additional Consulting Work Payment.

4.1.2. Start-up Deliverables

4.1.2.1. If applicable, Contractor shall receive payments for start-up services as follows:

4.1.2.1.1. Cost Reporting Online System Content

4.1.2.1.1.1. Contractor shall receive the Cost Reporting Online System Content payment upon Department acceptance of the Cost Reporting Online System Content described in Section 3.2.1.1.4.1.

4.1.2.1.2. Cost Reporting Online System in Test Environment

4.1.2.1.2.1. Contractor shall receive the Cost Reporting Online System in Test Environment payment upon Department acceptance of the Cost Reporting Online System in Test Environment described in Section 3.2.1.1.5.1.

4.1.2.1.3. Cost Reporting Online System in Production Environment

4.1.2.1.3.1. Contractor shall receive the Cost Reporting Online System in Production Environment payment upon Department acceptance of the Cost Reporting Online System in Production Environment described in Section 3.2.1.6.1.

4.1.2.1.4. SHS Audit Process and Plan (Initial)

4.1.2.1.4.1. Contractor shall receive an SHS Audit Process and Plan payment upon the

Department's acceptance of the SHS Audit Process and Plan or the Updated SHS Audit Process and Plan described in Section 3.3.1.2.1.

4.1.2.1.5. Initial SHS Manual

4.1.2.1.5.1. Contractor shall receive an SHS Manual payment upon the Department's acceptance of the SHS Manual described in Section 3.10.1.2.1.

4.1.3. Annual Deliverable Payments

4.1.3.1. Contractor shall receive annual deliverable payments as follows:

4.1.3.1.1.1. Cost Settlement Amount for Each SHS Provider

4.1.3.1.1.1.1. Contractor shall receive a Cost Settlement Amount for Each SHS Provider payment upon the Department's acceptance of all Cost Settlements Amount for Each SHS Provider described in Section 3.2.2.5.1.1.

4.1.3.1.1.1.2. The Department will calculate the Cost Settlement Amount for Each SHS Provider payment by multiplying the number of Cost Settlements submitted by Contractor by the Cost Settlement Rate bid by the Offeror.

4.1.3.1.2. SHS Audit Process and Plan (Annual Updates)

4.1.3.1.2.1. Contractor shall receive an SHS Audit Process and Plan payment upon the Department's acceptance of the SHS Audit Process and Plan or the Updated SHS Audit Process and Plan described in Section 3.3.1.3.1.

4.1.3.1.3. Matching Methodology

4.1.3.1.3.1. Contractor shall receive a Matching Methodology payment upon the Department's acceptance of the Matching Methodology described in Section 3.4.2.1.

4.1.3.1.4. SHS Provider-specific Individualized Education Plan Student Utilization Ratio Multi-level Match

4.1.3.1.4.1. Contractor shall receive an SHS Provider-specific Individualized Education Plan Student Utilization Ratio Multi-level Match payment upon

the Department's acceptance of the SHS Provider-specific Individualized Education Plan Student Utilization Ratio Multi-level Match Process described in Section 3.4.4.1.

4.1.3.1.4.1.1. The Department will calculate the amount for the Individualized Education Plan Student Utilization Ratio Multi-level Match. Payment shall be calculated as follows:

4.1.3.1.4.1.1.1. For each tier of ten thousand (10,000) students, or fraction thereof, included in the SHS Provider-specific Individualized Education Plan Student Utilization Ratio Multi-level Match, Contractor shall receive the approved match rate. In the event that an SHS Provider-specific Individualized Education Plan Student Utilization Ratio Multi-level Match has less than a full tier, Contractor shall receive the full tier of the amount bid by the Offeror.

4.1.3.1.4.2. SHS Provider-specific All Student Medicaid Enrollment Rate Multi-level Match

4.1.3.1.4.2.1. Contractor shall receive an SHS Provider-specific All-Student Medicaid Enrollment Rate Multi-Level Match payment upon the Department's acceptance of the SHS Provider-specific All Student Medicaid Enrollment Rate Multi-level Match Process described in Section 3.5.5.1.

4.1.3.1.4.2.2. The Department will calculate the amount for the SHS Provider-specific All-Student Medicaid Enrollment Rate Multi-level Match payment shall be calculated as follows:

4.1.3.1.4.2.2.1. For each tier of one hundred thousand (100,000) students included in the SHS Provider-specific All-Student Medicaid Enrollment Rate Multi-level Match, Contractor shall receive the amount bid by the Offeror. In the event that an SHS Provider-specific All-Student Medicaid Enrollment Rate has less than a full tier, Contractor shall receive the full tier of the amount bid by the Offeror.

- 4.1.3.1.5. Annual Training Plan
 - 4.1.3.1.5.1. Contractor shall receive an Annual Training Plan payment upon the Department's acceptance of the Annual Training Plan described in Section 3.5.1.1.2.1.
- 4.1.3.1.6. Annual Training
 - 4.1.3.1.6.1. Contractor shall receive an Annual Training payment for the Initial Training session and for each Annual Training that Contractor runs after the initial Annual Training, as described in Section 3.5.1.6.1.
- 4.1.3.1.7. Annual Refresher Training
 - 4.1.3.1.7.1. Contractor shall receive an Annual Refresher Training payment for the total number of Annual Refresher Trainings that Contractor, as described in Section 3.5.1.6.3.
- 4.1.3.1.8. Quarterly Online System Training
 - 4.1.3.1.8.1. Contractor shall receive a Quarterly Online System Training payment for each Quarterly Online System Training that Contractor runs as described in Section 3.5.1.1.5.3.
- 4.1.3.1.9. Stakeholder Meeting
 - 4.1.3.1.9.1. Contractor shall receive a Stakeholder Meeting payment for each Stakeholder meeting Contractor hosts, up to three, as described in Section 3.6.1.1.2.
- 4.1.3.1.10. Interim Rates
 - 4.1.3.1.10.1. Contractor shall receive an Interim Rates payment upon the Department's acceptance of the Interim Rates submitted annually on April 1st as described in Section 3.7.2.1.
 - 4.1.3.1.10.2. The Department will calculate the Interim Rates payment by multiplying the number of Interim Rates submitted by the Interim Rates payment Rate bid by the Offeror
- 4.1.3.1.11. Quarterly RMTS Update

- 4.1.3.1.11.1. Contractor shall receive a Quarterly RMTS Updates payment upon the Department's acceptance of the Quarterly RMTS Update described in Section 3.11.2.1.3.1.
- 4.1.3.1.11.2. Random Moment Online System Content
 - 4.1.3.1.11.2.1. During the initial contract term, Contractor may receive a Random Moment Online System Content payment upon the Department's acceptance of the Random Moment Online System Content.
- 4.1.3.1.11.3. Random Moment Online System Test Environment
 - 4.1.3.1.11.3.1. During the initial contract term, Contractor may receive the Random Moment Online System Test Environment payment upon Department acceptance of the Random Moment Online System Test Environment.
- 4.1.3.1.11.4. Random Moment Online System Production Environment
 - 4.1.3.1.11.4.1. During the initial contract term, Contractor may receive the Random Moment Online System Production Environment payment upon Department acceptance of the Random Moment Online System Production Environment.
- 4.1.3.1.11.5. RMTS Help Desk and Cost Report Help Desk Services
 - 4.1.3.1.11.5.1. Contractor shall receive a monthly fixed price RMTS Help Desk and Cost Report Help Desk Services payment as bid by the Offeror.
- 4.1.3.1.12. RMTS and Cost Report Call Center Report
 - 4.1.3.1.12.1. Contractor shall receive an RMTS and Cost Report Call Center Report payment upon the Department's acceptance of the RMTS and Cost Report Call Center Report described in Section 3.9.3.2.1.
- 4.1.3.1.13. Updated SHS Manual
 - 4.1.3.1.13.1. Contractor shall receive an SHS Manual payment upon the Department's acceptance of the SHS Manual described in Section 3.10.1.4.1.
- 4.1.3.1.14. SHS Program Newsletter
 - 4.1.3.1.14.1. Contractor shall receive an SHS Program Newsletter payment upon the

Department's acceptance of the SHS Program Newsletter described in Section 3.10.2.2.1.

4.1.3.1.15. Quarterly Cost Report Outcomes

4.1.3.1.15.1. Contractor shall receive a Quarterly Cost Report Outcomes payment upon the Department's acceptance of the Quarterly Cost Report Outcomes described in Section 3.11.2.1.3.1.

4.1.3.1.16. Additional Consulting

4.1.3.1.16.1. Contractor may receive an Additional Consulting Work payment at an hourly rate for any month in which Contractor completed Additional Consulting Work as described in Section 3.12.12.1.

4.1.3.1.16.2. An Additional Consulting Work payment for a month shall be determined by multiplying Contractor's Hourly Ad Hoc Rate by the number of hours Contractor worked on Additional Consulting Work during that month, rounded to the nearest tenth of an hour.

4.1.3.1.17. Work Plan

4.1.3.1.17.1. Contractor shall receive a Work Plan payment upon the Department's acceptance of the Work Plan described in Section 3.14.2.1.

4.1.3.1.18. Monthly Report

4.1.3.1.18.1. Contractor shall receive a Monthly Report payment upon the Department's acceptance of the Monthly Report described in Section 3.15.2.3.2.1.

4.1.3.1.19. Annual Report

4.1.3.1.19.1. Contractor shall receive an Annual Report payment upon the Department's acceptance of the Annual Report described in Section 3.15.3.1.1.

4.2. INVOICING AND PAYMENT PROCEDURES

4.2.1. Contractor shall invoice the Department on a monthly basis, by the 15th Business Day of the month following the month for which the invoice covers, except for the

end of any applicable SFY, in which the Department may request an invoice to be submitted by a different date. Contractor shall not invoice the Department for a month prior to the last day of that month.

4.2.2. The invoice shall contain all of the following for the month for which the invoice covers:

4.2.2.1. Any deliverable that Contractor accepted by the Department during the month that the invoice covers and the cost for that deliverable.

4.2.2.2. The cost for all Ad Hoc work performed by Contractor and accepted by the Department during the month.

4.2.3. Payment of Invoices

4.2.3.1. The Department shall remit payment to 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.

4.2.3.2. 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.

4.2.3.3. In the event that the Department determines that all information on an invoice is correct, the Department shall notify Contractor of its acceptance of the invoice, in writing.

4.2.3.4. In the event that the Department determines that any information on an invoice is incorrect, the Department will notify Contractor of this determination and what is incorrect on the invoice. Contractor shall correct any information the Department determined to be incorrect and resubmit that invoice to the Department for review.

4.2.3.4.1. The Department will review the invoice to ensure that all corrections have been made.

- 4.2.3.4.2. If all information on the resubmitted invoice is correct, the Department will accept the invoice.
- 4.2.3.4.3. If any information on the resubmitted invoice is still incorrect, then the Department will return the invoice to Contractor for correction and resubmission.
- 4.2.3.5. In the event that Contractor believes that the calculation or determination of any payment is incorrect, Contractor shall notify the Department of the error within 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 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.
- 4.2.3.6. Notwithstanding anything to the contrary in the Contract, all payments for the final month of the Contract shall be paid to Contractor no sooner than 10 days after the Department has determined that Contractor has completed all of the requirements of the Closeout Period.

4.3. BUDGET

- 4.3.1. The Department has a maximum available amount for each year of this project. Any proposal that has a total price that exceeds the Department's maximum available amount for SFY 2027-2028 shall be rejected without further consideration. The Department's maximum available amount for this contract is \$6,891,068.00.

OFFEROR'S RESPONSE 8. Offeror shall complete Appendix E, Pricing Worksheet.

SECTION 5.0 EVALUATION METHODOLOGY

5.1. EVALUATION PROCESS

- 5.1.1. The Department will conduct a comprehensive, thorough, complete and impartial evaluation of each proposal received.
- 5.1.2. The Department will select an Offeror 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.”

5.2. EVALUATION COMMITTEE

- 5.2.1. An Evaluation Committee will be established utilizing measures to ensure the integrity of the evaluation process. These measures include the following:
 - 5.2.1.1. Selecting committee members who do not have a conflict of interest regarding this solicitation.
 - 5.2.1.2. Facilitating the independent review of proposals.
 - 5.2.1.3. Requiring the evaluation of the proposals to be based strictly on the content of the proposals.
 - 5.2.1.4. Ensuring the fair and impartial treatment of all Offerors.
- 5.2.2. 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.
- 5.2.3. The Evaluation Committee will evaluate proposals to determine if each Offeror met all mandatory qualification requirements. The mandatory qualification requirements are scored on a Met/Not Met basis and only those proposals found by the Evaluation Committee to meet all mandatory requirements can be considered for a Contract resulting from this solicitation.
- 5.2.4. Proposals will be evaluated by the Evaluation Committee using the evaluation criteria in Section 5.4. 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.
- 5.2.5. The Evaluation Committee will determine which proposal is the most advantageous to the State of Colorado by performing a value analysis.
- 5.2.6. 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.

- 5.2.7. 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.
- 5.2.8. 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.
- 5.2.9. The State reserves the right to award to multiple offerors if it is determined to be in the best interest of the State.
- 5.2.10. If only one bid or proposal is received in response to a solicitation, an award may be made to the single bidder or offeror if the procurement official finds that the price submitted is fair and reasonable and that other prospective bidders or offerors had reasonable opportunity to respond.

5.3. COMPLIANCE

- 5.3.1. 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.

5.4. PROPOSAL EVALUATION CRITERIA

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

Organizational Experience

Mandatory Requirements

Personnel

Online System Capabilities and Support

Cost Reporting

Draft SHS Audit Process and Plan

Time Study Experience

Draft Outreach Plan

Price