

# CONTRACT AMENDMENT #3

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Original Contract Number</b> 2021CMIP001
<b>Contractor</b> County	<b>Amendment Contract Number</b> 2021CMIP001A3
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2021                   \$000,000.00 Extension Terms State Fiscal Year 2022                   \$000,000.00 State Fiscal Year 2023                   \$000,000.00 State Fiscal Year 2024                   \$000,000.00 Total for All State Fiscal Years           \$0,000,000.00	<b>Contract Performance Beginning Date</b> July 1, 2020  <b>Current Contract Expiration Date</b> June 30, 2024

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p style="text-align: center;"><b>CONTRACTOR</b> NAME County</p> <p>By: _____</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Health Care Policy and Financing</p> <p>By: _____</p> <p style="text-align: center;">Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="margin: 0;"><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p style="margin: 10px 0 0 0;">By: _____</p> <p style="margin: 0 0 0 0;">Amendment Effective Date: _____</p>	

## 1. PARTIES

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

## 2. TERMINOLOGY

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

## 3. AMENDMENT EFFECTIVE DATE AND TERM

### A. Amendment Effective Date

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

### B. Amendment Term<sup>4.3</sup>

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract or June 30, 2024.

## 4. PURPOSE

The purpose of this Amendment is to create and revise performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities. This Amendment includes one new Performance Incentive and the removal of two other Performance Incentives.

## 5. MODIFICATIONS

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. Exhibit A-1 STATEMENT OF WORK, is hereby deleted in its entirety and replaced with Exhibit A-2, STATEMENT OF WORK, attached below. All references to Exhibit A and A-1 shall now reference Exhibit A-2.
- D. Exhibit B-1, RATES, is hereby deleted in its entirety and replaced with Exhibit B-2, RATES, attached below. All references to Exhibit B and B-1 shall now reference Exhibit B-2.

E. Exhibit D, Review Sample Size Exemption Process Flow, is hereby deleted in its entirety and replaced with Exhibit D-1, Review Sample Size Exemption Process Flow, attached below. All references to Exhibit D shall now reference Exhibit D-1.

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

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

## EXHIBIT A-2, STATEMENT OF WORK

### 1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
  - 1.1.1. Applicant - An individual for whom the Contractor is performing a Medical Assistance Eligibility Determination.
  - 1.1.2. Average Speed to Answer (ASA) - A key Call Center metric measuring the average amount of time it takes to answer a phone call from a customer, from the point of call connection to being connected to a live agent, including the time waiting in queue. ASA does not include calls that can be answered through automated means and do not require a live agent.
  - 1.1.3. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month = 93% until we reach 95%)
  - 1.1.4. Business Day - any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State of Colorado observes one of the holidays listed in C.R.S. §24-11-101(1).
  - 1.1.5. Call Center - A Call Center is defined as having one dedicated line for contacting the Contractor; when members and individuals call in, they are automatically assigned to the next available Contractor agent. This dedicated line should also have technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls. Call Centers can be as small as 2 Contractor staff and as large as 100 or more Contractor staff answering calls.
  - 1.1.6. Child Health Plan *Plus* (CHP+) - public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid program), but not enough to pay for private health insurance.
  - 1.1.7. Compliance Measures - Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.
  - 1.1.8. COGNOS/Decision Support System 01 (DSS01) - the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).
  - 1.1.9. Colorado Benefits Management System (CBMS) - the State's eligibility determination system.
  - 1.1.10. Colorado interChange (interChange) - the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collect and analyzes data related to those payments.
  - 1.1.11. Corrective Action Plan (CAP) - A formal plan submitted by the County and in collaboration with the Department who will provide technical assistance to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
  - 1.1.12. County Administration website - the Department's public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).

- 1.1.13. County Financial Management System (CFMS) - the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
- 1.1.14. County Incentives Program - program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
- 1.1.15. Determination - The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.
- 1.1.16. Disenroll or Disenrollment - The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.17. Eligibility Quality Assurance (EQA) Program - EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by the Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.
- 1.1.18. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program (<https://hcpf.colorado.gov/memo-series>).
- 1.1.19. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) and Non-MAGI Methodology.
- 1.1.20. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.21. Improvement Action Plan (IAP) - An informal plan submitted by the County to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
- 1.1.22. Key Performance Indicator – KPI, a specific, measurable and quantifiable measure of performance metrics used to track progress over time toward a specific objective or goal. Call Center KPIs definitions and terminology were shared with Tier 1 counties in FY 2022-23 and will be issued as an attachment in Operational Memo.
- 1.1.23. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals of any age with a chronic or disabling condition.
- 1.1.24. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.25. MCC – Health First Colorado Member Contact Center
- 1.1.26. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a Client.

- 1.1.27. Medical Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county's actual performance. The MAP Dashboards highlights each county's performance and quality.
- 1.1.28. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.29. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.30. PuMP - Performance Measurement Process developed by Stacey Barr.
- 1.1.31. Reporting Period - The period of time for each performance standard used to measure whether the Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.
  - 1.1.31.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
  - 1.1.31.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.32. Redetermination - A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.
- 1.1.33. State Fiscal Year (SFY) - The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.
- 1.1.34. Status Report - a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.35. Tableau – is an interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and benchmarks and the county's actual performance.
- 1.1.36. Timely Determination - Any initial Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.37. Timely Disenrollment - Processing a change in a member's circumstance resulting in disenrollment within fifteen (15) calendar days.
- 1.1.38. Timely Redetermination - Any Redetermination completed by the last day of the month prior to the month in which the member's new annual enrollment period begins.
- 1.1.39. Target - Degree of performance we are continuously striving to achieve (i.e., 95% Timeliness)
- 1.1.40. Untimely Determination – Any initial Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.41. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member's new annual enrollment period begins. This is based on the CBMS RRR Due Date.
- 1.1.42. Voice of the Customer - Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help the Contractor capture how customers feel about the experience of accessing services at the Contractor, and can produce insights that can help the Contractor create a stronger customer experience.

## **2. COUNTY DETERMINATIONS**

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor's county, required under C.R.S. §25.5-1-101 *et seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

## **3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS**

### **3.1. Systems Utilized to Determine Compliance**

- 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's county, the Department will utilize the COGNOS/DSS01 and MAP Dashboard systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.
- 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's county, the Department may utilize data from the Colorado interChange system.
- 3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.
- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.
- 3.1.5. The Contractor shall utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.1.6. To determine whether the Contractor met any or all the Call Center Performance Standards, the Department will review county call center systems data for tracking and reports that track the Contractor's compliance with Customer Service Incentive Performance standard.

### **3.2. Communications Utilized to Determine Compliance**

- 3.2.1. The Contractor shall utilize and comply with guidance issued through the HCPF Memo Series and shall fulfill the requirements in Exhibit A Statement of Work thereby enabling Contractor to earn a Performance Incentive Payment.
- 3.2.2. The Contractor shall utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.
- 3.2.3. If additional guidance or contract clarification is needed, the Department shall release additional guidance to the Contractor through the HCPF Memo Series.
- 3.2.4. The Department reserves the right to request written documentation from the County to include but not limited to the following: (1) any and all documentation generated by various software and/or systems; (2) written policies and procedures; (3) standard operating

procedures; (4) Internal directives and/or communications to staff related to processing or performance guidelines.

3.2.4.1 If the Department requests any documentation outlined in 3.2.4, the County shall respond within five calendar days from the date of the request. If, for reasons outside of the County's control, the County is unable to respond within the five calendar days, the County will notify the Department immediately and request an extension. The request for an extension must be received by the Department within the five-calendar day timeframe as outlined above. The County must provide a reason for the extension. If the request for the delay is not received within the five-calendar day timeline, the request will be denied.

3.2.4.2 The Department reserves the right to extend the deadline or to deny the request for an extension.

#### **4. PERFORMANCE INCENTIVES STANDARD PROGRAM**

4.1. The Contractor has the ability to earn Performance Incentive Payments to reimburse a portion of cost sharing as described in Section 2 by meeting targets, benchmarks and/or deliverables as outlined in each Performance Incentive Standard.

4.2. Accuracy Performance Incentive Standard

4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate, and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.

4.2.1.1. Accuracy Targets

4.2.1.1.1. Accuracy targets are set based on the county size of the Contractor. There are two tiers.

4.2.1.1.2. Tier 1 target percentage (%): Contractors with twenty (20) or more cumulative quality assurance case reviews conducted over a twelve-month period. This is the target reported on the MAP Accuracy Dashboard.

4.2.1.1.3. Tier 2 target percentage (%): Contractors with fewer than twenty (20) cumulative quality assurance case reviews conducted over a twelve-month period. This is not reported on the MAP Accuracy Dashboard and used for County Incentives purposes only.

4.2.1.1.4. Based on EQA sampling, large Contractors will exceed twenty cumulative quality assurance reviews over the twelve-month period, resulting in no Tier 2 target for large counties

4.2.1.2. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.2.1.2.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).

4.2.1.2.2. Target Percentages for Incorrect Eligibility Determination Rate



<b>County Size</b>	<b>Tier 1 Target %</b>	<b>Tier 2 Target %</b>
<b>Large</b>	5.5%	N/A
<b>Medium</b>	6.6%	13.2%
<b>Small</b>	7.3%	14.6%

4.2.1.3. The Errors That Did Not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility (procedural errors).

4.2.1.3.1. The Errors That Did Not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

4.2.1.3.2. Target Percentages for the Errors That Did Not Impact Eligibility Rate

<b>County Size</b>	<b>Tier 1 Target %</b>	<b>Tier 2 Target %</b>
<b>Large</b>	17.9%	N/A
<b>Medium</b>	16.9%	20.9%
<b>Small</b>	23.2%	27.2%

4.2.1.4. HCPF Eligibility Quality Assurance (EQA) Program and Medical Assistance Performance (MAP) Accuracy Dashboard

4.2.1.4.1. The Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and [HCPF Operational Memo \(OM\) 21-057](#), or whichever later Operational Memo supersedes OM 21-057, which specifies the Contractor’s role in the state quality assurance (QA) case review process.

4.2.1.4.1.1. The EQA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor, and EQA case reviews occur monthly.

4.2.1.4.1.2. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure EQA case reviews are completed timely.

4.2.1.4.1.3. The Contractor must respond to the Department’s EQA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.

4.2.1.4.1.4. If additional or revised guidance relative to the HCPF EQA process is issued through the HCPF Memo Series, the Contractor shall disregard the previous guidance and comply with the new guidance offered through the HCPF Memo Series.

4.2.1.4.1.5. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings each month and sends the results to the County Directors and Board of County Commissioners.

- 4.2.1.5. Determining Compliance with the Accuracy Performance Incentives Standards
  - 4.2.1.5.1. The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department shall utilize the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard data, to determine whether the Contractor met or exceeded the specified Accuracy target.
  - 4.2.1.5.2. The Department shall use the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one (1) decimal place and will not be rounded.
- 4.2.1.6. Review Sample Size Exemptions
  - 4.2.1.6.1. If the Contractor has a review sample size, as defined in section 4.2.1.6.2, performed by HCPF EQA, the Contractor may be eligible for the Review Sample Size Exemption.
  - 4.2.1.6.2. Definition of Review Sample Size
  - 4.2.1.6.3. The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that does not meet one, or both, of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:
    - i. Inaccurate Eligibility Rate and/or,
    - ii. Errors That Did Not Impact Eligibility.
  - 4.2.1.6.4. Determining Targets percentage (%) for Potential Review Sample Size Exemptions
  - 4.2.1.6.5. HCPF shall have two separate tiers with different target percentages for the Accuracy Targets:
    - 4.2.1.6.5.1. Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews completed within the 12-month rolling average.
    - 4.2.1.6.5.2. Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews completed within the 12-month rolling average.
  - 4.2.1.6.6. Review Sample Size Exemption Process
    - 4.2.1.6.6.1. The Department shall follow Exhibit D-1 for the Review Sample Size Exemption Process.
    - 4.2.1.6.6.2. Definition of Similar Error(s)
    - 4.2.1.6.6.3. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides the Contractor with those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and the same errors repeat in future months, the errors will be considered similar errors.

- 4.2.1.6.6.4. If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.
- 4.2.1.6.6.5. The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.
- 4.2.1.6.6.6. Notification of Review Sample Size Exemption
- 4.2.1.6.6.7. If the Contractor does not meet the Accuracy Incentive Targets per sections 4.2.1.2.2 and 4.2.1.3.2, the Contractor will be notified through the Status Report of the Second Reporting Period.
- 4.2.1.6.6.8. The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.6, the Contractor will be notified through the Status Report of the Second Reporting Period.
- 4.2.1.6.6.9. If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in section 4.2.1.6.7.
- 4.2.1.6.6.10. The Contractor shall submit any additional documentation requested for the exemption process to the [County Relations webform \(https://hcpfdev.secure.force.com/HCPFCountyRelations\)](https://hcpfdev.secure.force.com/HCPFCountyRelations) within ten (10) business days from the day of notification (Ticket Type = County Incentives).
- 4.2.1.6.7. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment
- 4.2.1.6.7.1. The Contractor shall earn the entire Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.2.2 and 4.2.1.3.2 are met after eligible exemption(s) are applied. If only one target is met, 50% of the Accuracy Performance Incentive Payment will be earned. If both targets are not met, no Accuracy Performance Incentive Payment is earned.
- 4.2.2. BENCHMARKS: Contractor-size specific accuracy targets for Inaccurate Eligibility Determinations and Errors That Did Not impact Eligibility as detailed in 4.2.1.2.2 and 4.2.1.3.2
- 4.3. Performance Compliance Performance Incentive Standard
- 4.3.1. The Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 2 when the Contractor meets at least three (3) out of the four (4) following benchmarks:
- Application Timeliness of Determinations, 45 Days
  - Application Timeliness of Determinations, 90 Days
  - Pending Exceeding Processing Guidelines (EPG) 45 Determinations (EPG 45)
  - Pending Exceeding Processing Guidelines (EPG) 90 Determinations (EPG 90)
- 4.3.2. Department Monitoring of MAP Dashboards
- 4.3.2.1. HCPF updates the MAP Dashboards monthly, which are accessible to the Contractor through the MAP Dashboard Tableau site; copies of these Dashboards are also emailed

monthly to Contractor directors, secondary directors and Board of County Commissioners.

- 4.3.2.2. If HCPF determines that the Contractor has not met specified performance benchmarks, a Management Decision Letter (MDL) will be issued. The MDL will require the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP) that will improve the Contractor's performance.
- 4.3.2.2.1. The Contractor shall refer to HCPF OM 21-078 for guidance on MDLs, IAPs and CAPs, or whichever later Operational Memo supersedes HCPF OM 21-078.
- 4.3.2.3. The MDL and associated IAP or CAP shall address the root causes of not meeting performance benchmarks and will support the Contractor in achieving future performance compliance.
- 4.3.3. Contractor Monitoring of MAP Dashboards
  - 4.3.3.1. The Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met.
  - 4.3.3.2. The Contractor shall designate Contractor staff to be MAP Dashboard performance owners. Performance owners will have access to the MAP Dashboards and follow the Standard Operating Procedure (SOP) or HCPF Memo Series guidance. The Contractor shall use the MAP Dashboard to ensure targets are met and to take the necessary action(s) to mitigate ongoing errors when necessary.
  - 4.3.3.3. The Contractor shall review and investigate the root causes for not achieving the target(s) and, if issued an MDL, shall submit the requested IAP or CAP by the required due date listed on the notice.
    - 4.3.3.3.1. If additional guidance or clarification pertaining to MDLs, IAPs and CAPs is issued by the HCPF, the Contractor shall comply with the most current guidance, issued through the HCPF Memo Series.
- 4.3.4. Determining Compliance with Performance Compliance Performance Incentives Standard
  - 4.3.4.1. Timeliness of Determinations
    - 4.3.4.1.1. The Contractor shall complete at least ninety-five percent (95%) of Application Timeliness of Determinations, 45 Days as Timely Determinations. Application Timeliness of Determinations, 90 Days shall be calculated separately (see 4.3.4.2).
    - 4.3.4.1.2. The Department will total all Timely Determinations the Contractor completed within the Reporting Period and divide that by the total number of Determinations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.
      - 4.3.4.1.2.1. The Department will utilize the MAP Applications Dashboard to determine compliance with timeliness benchmark.
      - 4.3.4.1.2.2. The MAP Applications Dashboard data will be pulled the 20<sup>th</sup> of each month and after the end of each Reporting Period to determine the Contractor's performance over the entire six-month Reporting Period.
  - 4.3.4.2. Application Timeliness of Determinations, 90 Days

4.3.4.2.1. The Contractor shall complete at least ninety-five percent (95%) of all Application Timeliness of Determinations, 90 Days as Timely Determinations.

4.3.4.2.1.1. The Department will total all Timely Determinations for Application Timeliness of Determinations, 90 Days the Contractor completed within the Reporting Period and divide that by the total number of Application Timeliness of Determinations, 90 Days completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.2.2. Determining Compliance with the Application Timeliness of Determinations, 90 Days

4.3.4.2.2. The Department will utilize the MAP Applications Dashboard to determine compliance with the timeliness benchmarks.

4.3.4.2.2. The MAP Applications Dashboard will be pulled the pulled the 20<sup>th</sup> of each month and after the end of each Reporting Period.

4.3.4.3. Pending Exceeding Processing Guidelines (EPG) Determinations

4.3.4.3.1. The Contractor's Pending EPG Determinations average at the end of each Reporting Period 2 shall be at or below the targets described in the following table:

4.3.4.3.2. Contractor Targets Pending EPG Table

<b>County Size</b>	<b>Pending EPG 45</b>	<b>Pending EPG 90</b>
<b>Large</b>	≤ 25	≤ 10
<b>Medium</b>	≤ 5	≤ 3
<b>Small</b>	≤ 3	≤ 1

4.3.4.3.3. To determine the Pending EPG Determinations average, the Department will total the Pending EPG Determinations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.3.4.3.3.1. The MAP Applications Dashboard, Pending EPG 45 and 90 measure, will be used to determine the Contractor's amount of Pending EPG 45 and 90 Determinations for each month of each Reporting Period.

4.3.4.3.3.2. The MAP Applications Dashboard data will be pulled on the 20<sup>th</sup> of each month, or the next business day thereafter.

4.3.4.3.3.3. The Department will round the Pending EPG 45 and 90 Determinations average to the nearest whole number.

4.3.5. Small County and Sample Size Exceptions

4.3.5.1.1. If the Contractor processes a total of one hundred (100) or fewer Application Timeliness of Determinations, 45 Days per month, the Contractor shall be deemed to have met the timeliness percentage benchmark so long as they had ten (10) or fewer Untimely Determinations during that Reporting Period.

4.3.5.1.2. If the Contractor processes a total of ten (10) or fewer Application Timeliness of Determinations, 90 Days per Reporting Period, the Contractor shall be deemed to have met the Application Timeliness of Determinations, 90 Days percentage

benchmark so long as they had four (4) or fewer Application Timeliness of Determinations, 90 Days during that Reporting Period.

4.3.5.1.3. There are no Small County or Sample Size Exceptions for either Pending EPG 45 or EPG 90 Determinations.

#### 4.3.6. Exemptions for Unusual Circumstances

4.3.6.1. The Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations benchmark as described in section 4.3.4.1 and 4.3.4.2, failure to meet Pending EPG Determinations benchmark as described in section 4.3.4.3.

4.3.6.2. The exemption process for unusual circumstances is described in section 6, Exemptions.

4.3.7. BENCHMARK: Three (3) out of the following four (4) benchmarks are met:

- $\geq 95.00\%$  timeliness average over each Reporting Period for Application Timeliness of Determinations, 45 Days as described in section 4.3.4.1
- $\geq 95.00\%$  timeliness average over each Reporting Period for Application Timeliness of Determinations, 90 Days as described in section 4.3.4.2
- $\leq$  Pending EPG 45 Determinations average over Reporting Period 2 at or below target based on Contractor size as described in section 4.3.4.3
- $\leq$  Pending EPG 90 Determinations average over each Reporting Period below limit based on Contractor size as described in section 4.3.4.3

#### 4.3.8. Customer Service Performance Incentive Standard

4.3.8.1. The Contractor may earn one Customer Service Performance Incentive Payment at the end of the Second Reporting Period in which the Contractor submits the required deliverable(s) as outlined for each Contractor Customer Service Tier relating to improving customer service through the monitoring of metrics and the development of improvement plans that demonstrate the Contractor is actively implementing the rule 10 CCR 2505-5 1.020.3.4, which requires the county director to have a documented policy/process outlining the administrative internal controls that ensure the Contractor provides timely, respectful and culturally-appropriate customer service to Medical Assistance applicants and members.

#### 4.3.8.2. Contractor Customer Service Tier

4.3.8.3. The Department assigned the Contractor to a Customer Service Tier during Fiscal Year 2022-23. The Customer Service Tier determines which customer service metrics, benchmarks and deliverables the Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.

#### 4.3.8.4. Customer Service Tier Reclassification

4.3.8.4.1. The Department may, in consultation with the Contractor, amend its initial classification and reclassify the Contractor to a different Customer Service Tier.

4.3.8.4.2. Any reclassification approved by the Department, in consultation with the Contractor, shall take effect the following Reporting Period.

4.3.8.4.3. Contractor reclassifications from either Tier 2 option to Tier 1 are allowable.

#### 4.3.9. Customer Service Tier 1

- 4.3.9.1. If the Contractor is assigned to the Customer Service Tier 1 category, the Department shall classify the Contractor as Tier 1 to determine what the Contractor's required metrics, benchmarks and deliverables are.
- 4.3.9.1.1. Customer Service Tier 1
- 4.3.9.1.1.1. If the Contractor is classified as Tier 1, the Contractor is understood to have an active call center operation, which can be as small as two Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls.
- 4.3.9.1.1.2. If the Contractor is classified as Tier 1, the Contractor shall complete the each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:
- 4.3.9.1.1.3. Submit to the Department monthly Call Center reporting from the Contractor's available data that complies with the Call Center data reporting requirements determined by Department.
- 4.3.9.1.1.4. Monthly reporting will be due on the 10th of each month and sent electronically to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountryRelations) (<https://hcpfdev.secure.force.com/HCPFCountryRelations>).
- 4.3.9.1.1.5. To meet fiscal year end requirements, monthly reporting for June 2024 data is due by July 3, 2024.
- 4.3.9.1.1.6. Data elements required to be submitted by the Contractor shall be issued via HCPF Memo Series.
- 4.3.9.1.1.7. Meet and/or exceed a service-level performance target for the Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, July 5, 2024.
- 4.3.9.1.1.8. The service-level performance target for the Contractor's ASA was jointly determined by HCPF and the Contractor at the end of FY 2022-23. This occurred during the second technical assistance meeting in June 2023 as required during that fiscal year. ASA targets shall be average for the six-month period of January to June 2024. Targets shall be issued via HCPF Memo Series.
- 4.3.9.1.1.9. Attend, at a minimum two, half-hour technical assistance (a learning and support session) with the Department's MCC Operations staff before June 14, 2024.
- 4.3.9.1.1.10. At a minimum, one technical assistance will occur during each of the reporting periods.
- 4.3.9.1.1.11. The Contractor can request additional support, beyond the required session detailed 4.3.9.1.1.9, from the MCC Operations staff to improve its ASA performance by contacting the [County Relations webform](#).
- 4.3.9.1.1.12. The Department can require additional technical assistance in addition to the two required technical assistance meetings if the Contractor's data indicates additional support is necessary to meet the ASA benchmark.

- 4.3.9.1.1.13. The Contractor assigned to Customer Service Tier 1 must comply with the provisions in sections 4.3.9.1.1 to earn a Customer Service Performance Incentive Payment.
- 4.3.10. Customer Service Tier 2
- 4.3.10.1. If the Contractor is assigned to the Customer Service Tier 2 category, the Department shall classify the Contractor as Tier 2A or Tier 2B to determine what the Contractor's required metrics, benchmarks and deliverables are.
- 4.3.10.2. If the Contractor is classified as Tier 2A or 2B, the Contractor is understood to be small enough in operations and workload where a call center (defined as at least two or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls) is cost-prohibitive or not supportable under existing funding or staffing allocations.
- 4.3.10.3. If the Contractor is classified as Tier 2A, the Contractor shall complete each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:
- 4.3.10.3.1. Implement the Customer Service Survey Outreach Plan submitted at the end of FY 2022-23 and submit a report in Reporting Period 2 updating the Department on the implementation of the Customer Service Survey Outreach Plan. A template will be provided to Tier 2A Contractors by the Department
- 4.3.10.3.1.1. If the Contractor classified as Tier 2A did not submit a Customer Service Survey Outreach Plan in FY 2022-23, the Contractor is required to submit a Customer Service Survey Outreach Plan in FY 2023-24 and to meet all other Tier 2A benchmarks and deliverables to earn the Customer Service Incentive.
- 4.3.10.3.1.2. The Customer Service Survey is managed by HCPF and does not require any action from the Contractor. The Customer Service Survey is sent by HCPF to all members who have an email address on file in PEAK each calendar quarter.
- 4.3.10.3.1.3. The Contractor's baseline was determined at the end of FY 2022-23 and is used to determine what percentage of survey participation rate must be increased during FY 2023-24.
- 4.3.10.3.1.4. The Customer Service Survey Outreach Plan shall include the Contractor's methodologies and strategies for increasing applicant and member participation in the Department's Customer Service Survey in the following contract cycle.
- 4.3.10.3.1.5. The Customer Service Outreach Plan will include, at minimum, the following:
- 4.3.10.3.1.6. Who is responsible for the Contractor's Outreach Plan
- 4.3.10.3.1.7. What communications, methodologies and strategies will be used to engage with applicants and members to increase participation in the survey
- 4.3.10.3.1.8. How the Contractor will ensure that negative action is not taken against applicants and members who decline to participate in the Customer Service Survey
- 4.3.10.3.1.9. How the Contractor tracks and monitors its participation rate based on Department-provided data
- 4.3.10.3.1.10. No template is provided to the Contractor for the Customer Outreach Plan; the Contractor's Outreach Plan shall be detailed on the Contractor's letterhead.



- 4.3.10.4. If the Contractor is classified as Tier 2B, the Contractor shall complete each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:
- 4.3.10.4.1. Implement the Customer Service Improvement Plan (CSIP) submitted at the end of FY 2022-23 and submit a report in Reporting Period 2 updating the Department of implementation of the Customer Service Survey Outreach Plan. A template for the report will be provided to Tier 2B Contractors by the Department.
    - 4.3.10.4.1.1. If the Contractor classified as Tier 2B did not submit a Customer Service Improvement Plan (CSIP) in FY 2022-23, the Contractor is required to submit a Customer Service Improvement Plan (CSIP) and to meet all other Tier 2B benchmarks and deliverables to earn the Customer Service Incentive
    - 4.3.10.4.1.2. The Customer Service Survey is managed by HCPF and does not require any action from the Contractor. The Customer Service Survey is sent by HCPF to all members who have an email address on file in PEAK each calendar quarter.
    - 4.3.10.4.1.3. The Contractor's baseline was determined at the end of FY 2022-23 and is used to determine what percentage of survey participation rate must be increased during FY 2023-24.
    - 4.3.10.4.1.4. The Customer Service Improvement Plan (CSIP) shall:
      - 4.3.10.4.1.5. Does not require a standardized template, but must be written on the Contractor's formal letterhead, approved by the Contractor's director and include each of the required elements: Voice of the Customer, Complaints and Negative Feedback, and Data Collection.
      - 4.3.10.4.1.6. Voice of the Customer
        - 4.3.10.4.1.7. Address how the Contractor hears from customers on a regular basis through regular and ongoing data and information collection. If the Contractor does not have active processes in place to integrate the Voice of the Customer, the CSIP must include how the Contractor is rectifying the lack of information on customer satisfaction.
        - 4.3.10.4.1.8. Address how the Contractor is or isn't using data to determine customer satisfaction
        - 4.3.10.4.1.9. Include how the Contractor is actively implementing processes that integrate the Voice of the Customer.
        - 4.3.10.4.1.10. Include how the Contractor, through its customer service processes, provides supports to underserved and/or at-risk populations and communities.
      - 4.3.10.4.1.11. Complaints and Negative Feedback
        - 4.3.10.4.1.12. Detail how the Contractor works to ensure timely responses and requests for support from the customer, to avoid complaints where possible.
        - 4.3.10.4.1.13. If a complaint is submitted, the CSIP shall include how the Contractor addresses positive and negative feedback received through process improvement, training and coaching, positive reinforcement with staff or other methods.
      - 4.3.10.4.1.14. Prescribe how the Contractor's processes integrate or align with the Department's centralized complaint process as issued in HCPF Memo Series.

- 4.3.10.4.1.15. Data Collection
- 4.3.10.4.1.16. Detail what data is collected, how the data is collected ongoing and what tracking mechanisms are in place.
- 4.3.10.4.1.17. Include what steps the Contractor takes when actionable data on customer service satisfaction is collected.
- 4.3.10.4.1.18. Describe what tools the Contractor uses, if any, to collect its data and inform its process improvements.
- 4.3.11. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances
  - 4.3.11.1. The Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in section 4.3.9.1.1.8, if the Contractor was classified by the Department as Customer Service Tier 1A or 1B.
  - 4.3.11.2. No exemptions for unusual circumstances are allowed for deliverables for each Tier for Contractors classified as Customer Service Tier 1, Tier 2A or 2B. Deliverables include any required plans, reports, data, and technical assistance.
  - 4.3.11.3. The exemption process for unusual circumstances is described in section 6, Exemptions; only Contractor exemption requests that follow the process and meet the requirements as outlined in section 6 will be considered by the Department.
- 4.3.12. PERFORMANCE BENCHMARK:
  - 4.3.12.1. Tier 1: Meet or exceed customized Average Speed to Answer by end of Second Reporting Period and complete required participation in technical assistance sessions with MCC. Submit call center reporting data as detailed in 4.3.9.1.1.4 and 4.3.9.1.1.5.
  - 4.3.12.2. Tier 2A and Tier 2B: Submit a report on implementation of each tier's identified customer service plan (report template to be provided by the Department). Customer Service survey response rates to increase as averaged over the course of the fiscal year when compared to the initial survey sent May 2023 which established a baseline. Deliverable is measured by increase in number of responses to be released in HCPF Memo Series. If Contractor did not submit a Customer Service Outreach Plan or Customer Service Improvement Plan (CSIP) in FY 2022-23, the Contractor shall be required to submit one in FY 2023-24 to earn the Customer Service Incentive in addition to all other Tier 2 benchmarks and deliverables.

## 5. SEMI-ANNUAL REPORTING

- 5.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (https://hcpfdev.secure.force.com/HCPFCountyRelations) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us), unless otherwise specified through the HCPF Memo Series.
  - 5.1.1. For the Second Reporting Period, the Contractor shall submit the following documentation:
    - 5.1.1.1. Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request after the release of the Report Period 2 Status Report.

5.1.1.1.1. Any Customer Service Performance Incentive Standard Plans, reports or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series. A due date for any plans not submitted in FY 2022-23 will be provided in HCPF Operational Memo.

5.1.1.1.1.1. DUE DATE: June 14, 2024

## **6. EXEMPTIONS**

6.1. The Contractor may request an exemption for unusual circumstances for specific Performance Incentive Standards by following the process as outlined in section 6.

6.1.1. Based on the Department's review of the Contractor's request, partial payment of the Performance Incentive Standard Payments may be made at the Department's discretion, which is not subject to exemption request or dispute. The Department's decision on partial payment is final in addition to any Performance Incentive Payments made based on the Department's determination.

6.2. Definition of Unusual Circumstances

6.2.1. Unusual circumstances are defined as uncommon, rare or sudden events such as ransomware or other types of cybersecurity attacks, natural disasters, etc. The circumstance must have been out of the Contractor's direct control, and which directly result in the failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard.

6.2.2. Unusual circumstances for which the Contractor can request exemption include the anticipated end of the federal COVID-19 Public Health Emergency or other circumstances that cause a large, sustained increase in workload.

6.2.3. Unusual circumstances do not include circumstances for which the Contractor had direct knowledge or control over, including the Contractor's clear and demonstrated failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard is evident.

6.2.4. The Department's determination of whether the Contractor's request for exemption meets the definition of unusual circumstances is final.

6.3. Process for Unusual Circumstances Exemption Requests

6.3.1. The process for the Contractor to submit an exemption request shall be communicated via the HCPF Memo Series for each Performance Incentive Standard.

6.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from the Contractor clearing outlining what unusual circumstance occurred and what occurred as a result of the unusual circumstance. The Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process determination.

6.3.3. General questions on unusual circumstances exemption requests should be submitted to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us).

6.4. Department Review and Approval of Exemption Requests

6.4.1. Based on the Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide the Contractor with an approval or denial of the request on the Final Status Report.

- 6.4.2. If the Department approves the unusual circumstances exemption request, partial payment will be made to the Contractor. Partial payment will align with the Performance Incentive Standard exemption request the Department ultimately approved.
- 6.4.2.1. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by the Contractor.
- 6.4.2.2. If partial payment is made based on the Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.
- 6.4.3. If the Department denies the unusual circumstances exemption request submitted by the Contractor, the Performance Incentives Payments issued are final and are not subject to further dispute or appeal.
- 6.4.4. The Department has the sole discretion to approve or reject any request for unusual circumstances exemptions and may limit the total number of approved exemptions for all Performance Incentive Standards.
- 6.4.5. Non-Allowable Exemption Reasons
  - 6.4.5.1. The Department will deny unusual circumstances exemption requests that are (1) determined to be the fault of the Contractor; (2) unusual circumstances that did not exist; (3) and/or any exemption requests based on the following but not limited to the following:
    - 6.4.5.1.1. The Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
    - 6.4.5.1.2. The Contractor failed to meet contractually specified requirements relating to performance benchmarks of any Performance Incentive Standards eligible for exemption requests.
    - 6.4.5.1.3. The Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
    - 6.4.5.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
    - 6.4.5.1.5. The Contractor's failure to use the MAP Dashboards for the purposes of fulfilling Exhibit A, Statement of Work.
    - 6.4.5.1.6. The Contractor's failure to use EQA case review results for the purposes of fulfilling Exhibit A, Statement of Work. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
  - 6.4.6. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further documentation from the Contractor to determine whether the request for exemption meets the exemption standards as stated in Section 6, Exemptions.
- 6.5. Performance Incentive Standards Eligibility for Unusual Circumstances Exemption Requests.
  - 6.5.1. Unusual circumstances exemption requests will be considered for any Performance Incentive Standard listed under section 6.5.1.

- 6.5.1.1. Customer Service Performance Incentive Standard
- 6.5.1.2. Accuracy Performance Incentive Standard
- 6.5.1.3. Performance Compliance Performance Incentive Standard

## **7. NOTIFICATIONS**

- 7.1. After each Reporting Period, the Contractor will be provided a Status Report that outlines Performance Incentive Standards that were met.
  - 7.1.1. The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.
  - 7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.
  - 7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.
- 7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.
- 7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
  - 7.4.1. If the Department experiences unusual circumstances resulting in a delay with sending the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution during the ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period and provide an updated timeline for sending the Contractor's Reporting Period or final Status Reports.
- 7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in Section 8, Dispute Resolution.

## **8. DISPUTE RESOLUTION**

- 8.1. Opportunity and Timeframe for Dispute Resolution
  - 8.1.1. In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.

- 8.1.1.1. The final Status Report cannot be disputed per section 7.2.1.
- 8.1.1.1.1. The Contractor will have seven (7) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
- 8.1.1.1.1.1. If the Contractor fails to dispute the Reporting Period Status Report within seven (7) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.
- 8.2. Allowable Disputes
  - 8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
    - 8.2.1.1. If the Department states supporting documentation was omitted in its entirety or if the Department states the documentation was submitted outside of the time frames outlined in the Contract and the Contractor refutes the claim, the Contractor must submit proof of submission. The Contractor must show the documentation was in fact submitted in a timely manner and in accordance with the contractually required due date. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
    - 8.2.1.2. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will utilized to determine compliance with a Performance Incentive Standard.
      - 8.2.1.2.1. The Contractor will be responsible for providing all necessary and relevant data to the Department for the purposes of determining if the Contractor's data in fact conflicts with the Department's data.
      - 8.2.1.2.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
      - 8.2.1.2.3. Any and all supporting documentation allowed under this sub-section must be submitted to the Department within (3) three calendar days of said documentation being determined relevant by the Department. If the documentation is not received by the Department by the timeframe outlined, it will no longer be considered in the Dispute Resolution process.
  - 8.2.2. The Department reserves the right to add additional allowable dispute reasons on a case-by-case basis based on new and relevant information made available to the Department from the Contractor. The Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3. Nonallowable Disputes
  - 8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
    - 8.3.1.1. The Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
    - 8.3.1.2. The Contractor failed to meet contractually specified requirements relating to performance benchmarks of any Performance Incentive Standard.
    - 8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF

Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.

8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.

8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

## **9. COMPENSATION**

### **9.1. Compensation**

#### **9.1.1. Performance Incentive Payment**

9.1.1.1. The Department shall pay the Contractor, after the end of the state fiscal year in which the work was performed, in addition to Performance Incentive Payments for each Performance Incentive Standard met during the applicable Reporting Period as follows:

9.1.1.1.1. The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard. (To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.)

9.1.1.1.2. The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard during the second Reporting Period.

9.1.1.1.3. The Department shall pay the Contractor a Customer Service Performance Incentive Payment as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard.

#### **9.1.2. Remaining Funds Incentive Pool Payment**

9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.

9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:

9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that opted out of participation in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2. Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Customer Service Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.

9.1.2.1.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments.

- 9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
- 9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:
  - 9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
  - 9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
  - 9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

## 9.2. Payment Procedures

- 9.2.1. The Contractor shall receive Performance Incentive Payments at the end of the Second Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.
  - 9.2.1.1. If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
- 9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.
- 9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 9.2.4. The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).
- 9.2.5. The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.
  - 9.2.5.1. The Incentive Payment earned is unrestricted, and the Contractor may utilize the fund per the Contractor's discretion.



## EXHIBIT B-2, RATES

### SFY 2023-24 Incentives Payment Table

*To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.*

<b>Incentive Payment Name</b>	<b>% of Funding</b>	<b>Payment Amount</b>
Accuracy Performance Incentive Payment	40%	\$000,000.00
Performance Compliance Performance Incentive Payment	30%	\$000,000.00
Customer Service Incentive Payment	30%	\$000,000.00
<b>Total</b>		\$000,000.00

# Exhibit D-1: Review Sample Size Exemption Process Flow

