

**STATE OF COLORADO CONTRACT MODIFICATION  
CONTRACT AMENDMENT #5**

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Contract Performance Beginning Date</b> July 1, 2020
<b>Contractor</b> «County»	<b>Current Contract Expiration Date</b> June 30, 2025
<b>Original Contract Number</b> «Original_Contract»	<b>Current Contract Maximum Amount</b> Initial Term
<b>Amendment Contract Number</b> «Current_Amendment»	State Fiscal Year 2021                      \$«FY21»
	Extension Terms
	State Fiscal Year 2022                      \$«FY22»
	State Fiscal Year 2023                      \$«FY23»
	State Fiscal Year 2024                      \$«FY24»
	State Fiscal Year 2025                      \$«FY25»
	<b>Total for all State Fiscal Years              \$«TOTAL»</b>

**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.

**CONTRACTOR**  
«County»

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

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

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

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

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

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

## **1. PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between 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 **§3.B** of this Amendment.

### **B. Amendment Term**

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

## **4. PURPOSE**

To modify Contract Exhibits to update performance-based targets 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 modifications to existing Performance Incentives.

## **5. MODIFICATIONS**

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

- A. Exhibit A-2, Statement of Work is hereby deleted in its entirety and replaced with Exhibit A-3, Statement of Work which follows.
- B. Exhibit B-2, Rates is hereby deleted in its entirety and replaced with Exhibit B-3, Rates which follows.

## **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-3, 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 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. 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).

1.1.4. Call Center - A Call Center is defined as having one dedicated line for contacting 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 one (1) Contractor staff and as large as 100 or more Contractor staff answering calls.

1.1.5. 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.

1.1.6. Compliance Measures - Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.

1.1.7. COGNOS/Decision Support System 01 (DSS01) - the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).

1.1.8. Colorado Benefits Management System (CBMS) - the State's eligibility determination system.

1.1.9. 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.

1.1.10. 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.

1.1.11. 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>).

1.1.12. 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.

1.1.13. 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.

1.1.14 County Incentives Program Guide - This guide provides an overview of the County Incentive Program, including how to operate effectively, tools for improvement, and using performance data to meet targets and enhance business processes.

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 Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.

1.1.18. Exception – is a contract action the Department will take action on its own, without needing any input or steps from Contractor, that will assist Contractor in meeting and/or exceeding performance targets and deliverables.

1.1.19. Exemption – is a contract action the Department takes upon receiving a formal request from Contractor to grant an exemption, and that request is backed up by data or other documentation that is submitted by Contractor to the Department.

1.1.20. 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>).

1.1.21. 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.

1.1.22. 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.

1.1.23. 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.

1.1.24. 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 2023-24 and will be issued as an attachment in the HCPF Memo Series.

1.1.25. 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.

1.1.26. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.

1.1.27. MCC – Health First Colorado Member Contact Center

1.1.28. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.

1.1.29. Medical Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and the county's actual performance. The MAP Dashboards highlight each county's performance and quality.

1.1.30. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.

1.1.31. Performance Coaching Workbook - a tool provided by HCPF to support Eligibility Sites with understanding of the key performance indicators for Colorado Human Service Offices and MA/EAP Sites.

1.1.32. 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.

1.1.33. PuMP - Performance Measurement Process developed by Stacey Barr.

1.1.34. Reporting Period - The period of time for each performance standard used to measure whether Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.

1.1.35.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.35.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.36. Redetermination - A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.

1.1.37. State Fiscal Year (SFY) - The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.

1.1.38. Status Report - a communication to Contractor that details which Performance Incentive Standards were met for each Reporting Period.

1.1.39. Tableau – is an interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and the county’s actual performance.

1.1.40. Target - a specific goal or standard that the Department aims to achieve. It represents the desired level of performance or outcome that is used to evaluate success. Degree of performance we are continuously striving to achieve (i.e., 95% Timeliness).

1.1.41. 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.

1.1.42. Timely Disenrollment - Processing a change in a member’s circumstance resulting in disenrollment within fifteen (15) Calendar Days.

1.1.43. Timely Renewal - A renewal is considered timely if it is completed by the last day of the due month when the packet is received before the 15th. If the packet is received on or after the 15th, you’ll have 30 Calendar Days from the packet received date to complete the renewal to keep it timely. Also, any renewals received during the 90-day reconsideration period will have 30 Calendar Days from the date the packet is received to be completed.

1.1.44. 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.

1.1.45. Untimely Renewal – If the renewal packet is received before the 15th of the due month, you have until the end of that month to complete it, if not completed is considered untimely. If the packet is received on or after the 15th, you’ll get 30 Calendar Days from the packet received date. If the renewal isn’t completed within those 30 Calendar Days, it will be marked as late. Additionally, if a renewal is received during the 90-day reconsideration period, you will have 30 Calendar Days from when the packet is received to complete it. Any renewal completed after that 30-day period will also be considered late.

1.1.46. 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 Contractor capture how customers feel about the experience of accessing services at Contractor and can produce insights that can help Contractor create a stronger customer experience.

## **2. COUNTY DETERMINATIONS**

2.1. Contractor shall perform all Medicaid eligibility-related work within Contractor’s county, required under C.R.S. §25.5-1-101 et seq. The Department and Contractor share the costs of this work performed by 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 Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within Contractor’s county, the Department will utilize the COGNOS/DSS01 and MAP Dashboard systems to pull data tracking and reports that track 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 Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within 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 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. Contractor shall utilize policy, operational and informational guidance provided in this Exhibit, the County Incentives Program Guide 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 Contractor's compliance with any or all the Performance Incentives Standards.

3.1.6. To determine whether 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 Contractor's compliance with Customer Service Performance Incentive Standard.

### 3.2. Communications Utilized to Determine Compliance

3.2.1. Contractor shall utilize and comply with guidance issued through the HCPF Memo Series and shall fulfill the requirements in the Statement of Work, thereby enabling Contractor to earn a Performance Incentive Payment.

3.2.2. 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 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 (5) Business Days commencing the day following the issuance date of the request. If, for reasons outside of the County's control, the County is unable to respond within the five Business 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. Contractor has the ability to earn Performance Incentive Payments to reimburse a portion of cost sharing as described in Section 2 by meeting targets, and/or deliverables as outlined in each Performance Incentive Standard.

#### 4.2. Accuracy Performance Incentive Standard

4.2.1. 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, 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. The accuracy performance incentive payment will be 75% for the Incorrect Eligibility Determination Measure that is met and 25% for Errors That Do Not Impact Eligibility that is met. The accuracy performance incentive payment shall be allocated as follows: 75% of the total incentive shall be awarded for the successful attainment of the Incorrect Eligibility Determination Measure, and 25% shall be awarded for the successful attainment of the Errors That Do Not Impact Eligibility Measure. Accuracy Performance Incentive Payment will be 40% 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 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>
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	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, changes, redeterminations).

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>
Large	17.9%	NA
Medium	20.9%	23.2%
Small	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. 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 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 Contractor, and EQA case reviews occur monthly.

4.2.1.4.1.2. 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. 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, 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, send the results to the County Directors, and may be sent to the Board of County Commissioners, at the Department's discretion.

#### 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 Contractor to determine 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 Contractor met or exceeded the specified Accuracy target. The twelve (12) consecutive months of MAP Accuracy data may extend outside of the timeframe of this amendment.

4.2.1.5.2. The Department shall use Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to Contractor's Accuracy targets at the end of the fiscal year to determine if 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 Contractor has a review sample size, as defined in section 4.2.1.6.2, performed by HCPF EQA, 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. Contractor with twenty (20) or fewer quality assurance case reviews in the twelve (12) consecutive months of MAP Accuracy data would qualify for a Review Sample Size Exemption. 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 (%): Contractor with twenty (20) or more quality assurance case reviews completed with the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard.

4.2.1.6.5.2. Tier 2 target percentage (%): Contractor with fewer than twenty (20) quality assurance case reviews completed with the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard.

#### 4.2.1.6.6. Review Sample Size Exemption Process

4.2.1.6.6.1. The Department shall follow Exhibit B-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 Contractor with those errors caused by Contractor that impact accuracy rates. This allows Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by Contractor and the same errors repeat in future months, the errors will be considered Similar Errors.

4.2.1.6.6.4. If Contractor meets only one target with less than twenty (20) reviews within the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard, the Review Sample Size Exemption Process will be applied only to the one target not met by Contractor.

4.2.1.6.6.5. Contractor that does not meet both targets with less than twenty (20) reviews within the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard, 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 Contractor does not meet the Accuracy Incentive Targets per sections 4.2.1.2.2 and 4.2.1.3.2, Contractor will be notified through the Status Report of the Second Reporting Period.

4.2.1.6.6.8. Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.6, Contractor will be notified through the Status Report of the Second Reporting Period.

4.2.1.6.6.9. If Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from 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. Contractor shall submit any additional documentation requested for the exemption process to the County Relations web form (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) within ten (10) Business Days from the day of notification (Ticket Type = County Incentives) or the County Relations email address.

#### 4.2.1.6.7. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment

4.2.1.6.7.1. 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. The Accuracy Performance Incentive Payment shall be allocated as follows: 75% of the total Performance

Incentive Payment shall be awarded for the successful attainment of the Incorrect Eligibility Determination Measure, and 25% shall be awarded for the successful attainment of the Errors That Do Not Impact Eligibility Measure. If both targets are not met, no Accuracy Performance Incentive Payment is earned.

4.2.2. TARGETS: 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. Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 1 when Contractor meets at least three (3) out of four (4) following Targets:

4.3.1.1 Application Timeliness of Determinations, 45 Calendar Days

4.3.1.2 Application Timeliness of Determinations, 90 Calendar Days

4.3.1.3 Pending Exceeding Processing Guidelines (EPG) 45 Determinations

4.3.1.4 Pending Exceeding Processing Guidelines (EPG) 90 Determinations

4.3.1.1.1 Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 2 when Contractor meets four (4) out of the six (6) of the following Targets:

4.3.1.1.1.1 Application Timeliness of Determinations, 45 Calendar Days

4.3.1.1.1.2 Application Timeliness of Determinations, 90 Calendar Days

4.3.1.1.1.3 Pending Exceeding Processing Guidelines (EPG) 45 Determinations

4.3.1.1.1.4 Pending Exceeding Processing Guidelines (EPG) 90 Determinations

4.3.1.1.1.5 Renewal Timeliness, NON-LTSS

4.3.1.1.1.6 Pending Exceeding Processing Guidelines (EPG), Renewals NON-LTSS

4.3.1.1.1.1. To earn the full Performance Incentive Payment, Contractor must meet the targets outlined in both Status Report 1 and Status Report 2 for FY 24-25. Each Status Report achieved will contribute 50% toward the total earnings. If only one Status Report is met, partial earnings will be distributed accordingly. Additionally, the Performance Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

#### 4.3.2. Department Monitoring of MAP Dashboards

4.3.2.1. HCPF updates the MAP Dashboards monthly, which are accessible to Contractor through the MAP Dashboard Tableau site, MAP Tableau .

4.3.2.2. If HCPF determines that Contractor has not met specific performance targets, a Management Decision Letter (MDL) will be issued. The MDL will require Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP) that will be monitored by the Department to ensure Contractor's performance is improved.

4.3.2.2.1. 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.

#### 4.3.3. Contractor Monitoring of MAP Dashboards

4.3.3.1. Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met.

4.3.3.2. 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), the County Incentives Program Guide or HCPF Memo Series guidance. Contractor shall use the MAP Dashboard to ensure performance targets are met and to take the necessary action(s) to mitigate ongoing errors when necessary.

4.3.3.3. Contractor shall review and investigate the root causes for not achieving the performance target(s) and, if issued an MDL, shall submit the requested IAP or CAP by the required due date listed on the MDL.

#### 4.3.4. Determining Compliance with Performance Compliance Performance Incentives Standard

##### 4.3.4.1. Timeliness of Determinations

4.3.4.1.1. Contractor shall complete at least ninety-five percent (95%) of Application Timeliness of Determinations 45 Calendar Days, as Timely Determinations. Application Timeliness of Determinations 90 Calendar Days, shall be calculated separately (see 4.3.4.2).

4.3.4.1.2. The Department will total all Timely Determinations Contractor completed within the First and Second Reporting Periods and divide that by the total number of Determinations 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 targets.

4.3.4.1.2.2. The MAP Applications Dashboard data will be pulled on the 3rd of each month and after the end of the first and second Reporting Period to determine Contractor's performance over the entire six-month Reporting Period.

##### 4.3.4.2. Application Timeliness of Determinations, 90 Calendar Days

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

4.3.4.2.1.1. The Department will total all Timely Determinations for Application Timeliness of Determinations 90 Calendar Days, Contractor completed within the first and second Reporting Periods and divide that by the total number of Application Timeliness of Determinations, 90 Calendar Days completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places. The MAP Applications Dashboard data will be pulled on the 3rd of each month.

4.3.4.2.2.1 Timeliness of Renewals

4.3.4.1.1. Contractor shall complete at least ninety-five percent (95%) of Renewals Non-LTSS as Timely Renewals as defined in section 1.1.39.

4.3.4.1.2. The Department will total all Timely Non-LTSS Renewals Contractor completed within the Second Reporting Period and divide that by the total number of Determinations 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 Renewals Dashboards to determine compliance with timeliness targets.

4.3.4.1.2.2. The MAP Renewals Dashboards data will be pulled on the 3rd of each month and after the First and Second Reporting Period to determine Contractor's performance over the entire six-month Reporting Period.

4.3.4.3. Pending Exceeding Processing Guidelines (EPG) Determinations and Renewals

4.3.4.3.1 Contractor's pending EPG Determinations and EPG Renewal average will be calculated by taking the total number of Pending EPG Determinations and EPG Renewals for the First and Second Reporting Period and dividing that total by the number of months in the Reporting Period. Renewal EPG targets will be applicable for the second Reporting Period. Contractor must be at or below the targets specified below:

4.3.4.3.2. Contractor Targets Pending EPG Table

<b>County Size</b>	<b>App EPG 45 Target</b>
Large	≤ 25
Medium	≤ 5
Small	≤ 3



<b>County Size</b>	<b>App EPG 90 Target</b>
Large	≤ 10
Medium	≤ 3
Small	≤ 1

<b>County Size</b>	<b>Renewal EPG Non-LTSS Target</b>
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.4.3.2 The Department shall conduct performance monitoring of Renewal Long-Term Services and Supports (LTSS) Exceeding Processing Guidelines (EPG) and LTSS Renewal Timeliness on an ongoing basis, as a part of regular operations. If the Department identifies any performance compliance issues or concerns, the Department may utilize the existing MAP Dashboard performance management process. This may include issuing a Management Decision Letter as outlined in Operational Memo 21-078 - HCPF OM 21-078.

4.3.4.3.3. To determine the Pending EPG Determinations and EPG Renewal average, the Department will total the Pending EPG Determinations and EPG Renewals for the First and Second Reporting Period and divide by the number of months in the Reporting Period.

4.3.4.3.3.1. The MAP Dashboard will be used to determine Contractor’s amount of Pending EPG 45 and EPG 90 for the First Reporting Period. The MAP Dashboard will be used to determine Contractor’s amount of Pending EPG 45, EPG 90, EPG Renewal Non-LTSS, and EPG Renewal LTSS for the Second Reporting Period.

4.3.4.3.3.2. The Department will round the Pending EPG 45, EPG 90, EPG Renewal Non-LTSS, and EPG Renewal LTSS averages to the nearest whole number.

**4.3.5. Small County and Sample Size Exceptions**

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

4.3.5.1.2. If Contractor processes a total of ten (10) or fewer 90 Days Determinations, per Reporting Period, Contractor shall be deemed to have met the 90 Days Determinations percentage target so long as they had four (4) or fewer Untimely Determinations during that Reporting Period.

4.3.5.1.3. There are no Small County or Sample Size Exceptions for either Pending EPG 45, Pending EPG 90, EPG Renewal Non-LTSS measures, and EPG Renewal LTSS.

#### 4.3.6. Exemptions for Unusual Circumstances

4.3.6.1. Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Renewal targets as described in section 4.3.4.1 and 4.3.4.2, failure to meet Pending EPG Determinations and Renewal targets 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. TARGET: three (3) out of the following four (4) targets are met for reporting period 1.

4.3.7.1.  $\geq 95.00\%$  timeliness average over the first Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.7.2.  $\geq 95.00\%$  timeliness average over the first Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.7.3.  $\leq$  Pending EPG 45 determinations must average at or below the target level during Reporting Period 1, taking into account the size of Contractor.

4.3.7.4. Applications 45 Days

<b>County Size</b>	<b>App EPG 45 Target</b>
Large	$\leq 25$
Medium	$\leq 5$
Small	$\leq 3$

4.3.7.5.  $\leq$  Pending EPG 90 determinations must average at or below the target level during Reporting Period 1, taking into account the size of Contractor.

4.3.7.6. Applications 90 days

<b>County Size</b>	<b>App EPG 90 Target</b>
Large	$\leq 10$
Medium	$\leq 3$
Small	$\leq 1$

4.3.8. TARGET: four (4) out of the following six (6) targets are met in the second reporting period:

4.3.8.1.  $\geq 95.00\%$  timeliness average over the second Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.8.2.  $\geq 95.00\%$  timeliness average over the second Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.8.3.  $\geq 95.00\%$  timeliness average over the second Reporting Period for Renewal Non-LTSS Timeliness.

4.3.8.4.  $\leq$  Pending EPG 45 determinations must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.8.5. Applications 45 Days

<b>County Size</b>	<b>App EPG 45 Target</b>
Large	$\leq 25$
Medium	$\leq 5$
Small	$\leq 3$

4.3.8.6.  $\leq$  Pending EPG 90 determinations must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.8.7. Applications 90 Days

<b>County Size</b>	<b>App EPG 90 Target</b>
Large	$\leq 10$
Medium	$\leq 3$
Small	$\leq 1$

4.3.8.8.  $\leq$  Pending EPG Renewal Non-LTSS must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.8.9. Renewals Non-LTSS

<b>County Size</b>	<b>Renewal EPG Non-LTSS Target</b>
Large	$\leq 130$
Medium	$\leq 20$
Small	$\leq 3$

4.3.7.2 To earn the full Performance Compliance Performance Incentive Payment, Contractor must meet the targets outlined in both First Status Report and Second Status Report for FY 24-25. Each status report achieved will contribute 50% toward the total earnings. If only one status report is met, partial earnings

will be distributed accordingly. Additionally, the Performance Compliance Performance Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

#### 4.3.8. Customer Service Performance Incentive Standard

4.3.8.1. Contractor may earn one Customer Service Performance Incentive Payment at the end of the Second Reporting Period in which Contractor meets the target and submits the required deliverable(s) as outlined for each Contractor Customer Service Tier relating to improving customer service. These targets demonstrate that 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 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 Contractor to a Customer Service Tier during Fiscal Year 2022-23. The Customer Service Tier determines which customer service metrics, Targets, and deliverables 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 Contractor, amend its initial classification and reclassify Contractor to a different Customer Service Tier.

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

4.3.8.4.3. Contractor reclassifications from the Tier 2 to Tier 1 are allowable.

#### 4.3.9. Customer Service Tier 1

4.3.9.1. If Contractor is assigned to the Customer Service Tier 1 category, the Department shall classify Contractor as Tier 1 to determine what Contractor's required targets and deliverables are.

##### 4.3.9.1.1. Customer Service Tier 1

4.3.9.1.1.1. If Contractor is classified as Tier 1, Contractor is understood to have an active call center operation, which can be as small as one 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 Contractor is classified as Tier 1, Contractor shall complete each of the following targets 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 Contractor's available data that complies with the Call Center data reporting requirements determined by the 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/HCPFCountyRelations>).

4.3.9.1.1.5. To meet fiscal year end requirements, monthly reporting for June 2025 data is due by July 3, 2025.

4.3.9.1.1.6. Data elements required to be submitted by Contractor shall be issued via HCPF Memo Series.

4.3.9.1.1.7. Meet and/or exceed a service-level performance target for Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, July 5, 2025.

4.3.9.1.1.8. The service-level performance targets for Contractor's Average Speed to Answer shall be jointly determined by the Department and Contractor at the beginning of Fiscal Year 2024-25. This joint determination will take place during the first technical assistance meeting, scheduled for August 2024, as mandated for that fiscal year. The ASA performance targets shall be calculated as an average over either the six-month period from January 2025 to June 2025 or the 12 month period from July 2024 to June 2025. The finalized targets will be communicated through the 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, 2025.

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. 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 Contractor's data indicates additional support is necessary to meet the ASA targets.

4.3.9.1.1.13. 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 Contractor is assigned to the Customer Service Tier 2 category, the Department shall determine what Contractor's required metrics, targets and deliverables are.

4.3.10.2. If Contractor is classified as Tier 2, Contractor is understood to be small enough in operations and workload where a call center (defined as at least one 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 Contractor is classified as Tier 2, Contractor shall complete each of the following targets 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 FY2022-23 and submit a report in FY 24-25 Reporting Period 2 updating the Department on the implementation of the Customer Service Survey Outreach Plan.

4.3.10.3.1.1. If Contractor classified as Tier 2 did not submit a Customer Service Survey Outreach Plan in FY 2022-23 or FY 2023-24, Contractor is required to submit a Customer Service Survey Outreach Plan in FY 2024-25 and to meet all other Tier 2 targets and deliverables to earn the Customer Service Incentive.

4.3.10.3.1.2. The Customer Service Survey shall be managed by the Colorado Department of Health Care Policy and Financing (HCPF). Contractor is not required to take any action regarding the administration or implementation of this survey. The Customer Service Survey will be distributed by HCPF to all members who have a name and email address submitted and who have opted in to receive communications from the Department. The survey distribution will occur on a quarterly basis each calendar year.

4.3.10.3.1.3. Contractor's baseline for member satisfaction was established at the end of Fiscal Year 2023-24. This baseline will serve as the reference point for calculating the percentage increase or decrease in member satisfaction for each survey question. Contractor is required to meet the performance targets issued through the HCPF Memo Series. These targets will outline the expected levels of member satisfaction based on the established baseline.

4.3.10.3.1.4. The Customer Service Survey Outreach Plan shall include 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 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 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 Contractor tracks and monitors its participation rate based on Department-provided data.

4.3.10.3.1.10. No template is provided to Contractor for the Customer Outreach Plan; the Contractor's Outreach Plan shall be detailed on Contractor's letterhead.

#### 4.3.11. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances

4.3.11.1. 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 Contractor was classified by the Department as Customer Service Tier 1.

4.3.11.2. No exemptions for unusual circumstances are allowed for deliverables for each Tier for Contractors classified as Customer Service Tier 1 or Tier 2. 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 TARGETS:

4.3.12.1. Tier 1: Contractor's predetermined, individualized Average Speed to Answer (ASA) target is set forth in the HCPF Memo Series, which Contractor shall be at or below for the each Reporting Period. Additionally, each Contractor's individualized ASA target shall not exceed the following maximums:

4.3.12.1.1. For the First Reporting Period from July 2024 to December 2024, no ASA target shall exceed 30 minutes

4.3.12.1.2. For the Second Reporting Period from January 2025 to June 2025, no ASA target shall exceed 25 minutes

4.3.12.1.3. The Department may utilize, at its discretion, Contractor's data from the Reporting Period that best supports Contractor's performance.

4.3.12.2 Contractor is required to complete all necessary participation in technical assistance sessions with the Member Contact Center (MCC) as scheduled. Contractor must submit call center reporting data in accordance with the specifications outlined in sections 4.3.9.1.1.4 and 4.3.9.1.1.5 of this agreement. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

4.3.12.3. Tier 2: Contractor shall submit a report detailing the implementation of each customer service plan. The report template will be provided by the Department. Additionally, Contractor will be required to submit a report that will include data on the process and/or procedures used by each county to address member calls. This data will Include but is not limited to:

- 4.3.12.3.1. Current phone system (name/company: Cisco, 360 Connect, Vonage etc.)
- 4.3.12.3.2. Is your county task based or caseload based? Or a mixture of both? Is the caseload shared or individualized?
- 4.3.12.3.3. At your site which staff are responsible to answer inbound calls from members (Ex: staff at the front desk answer incoming calls or an eligibility technician is tasked with answering the phones, and this task is rotated amongst eligibility technicians daily)?
- 4.3.12.3.4. Expectations around returning phone calls (Calls are sent to eligibility, calls are returned by dedicated call takers, expected timeline of response, etc.):
- 4.3.12.3.5. Method for ensuring expectations are met (inbound/outbound calls are tracked and how they are tracked, or calls are monitored by leadership for internal escalations and such and are tracked by leadership)
- 4.3.12.4. Expectations for completing this report will be provided in the HCPF Memo Series.
  - 4.3.12.4.1. Contractor is expected to achieve one of the following targets over the fiscal year:
  - 4.3.12.4.2. An increase of 3% in customer service survey response rates, averaged over the fiscal year, compared to the baseline survey conducted in May 2023.
  - 4.3.12.4.3. A baseline score of at least 3 out of 5 (three out of five) stars on customer service surveys over the fiscal year.
  - 4.3.12.5 If Contractor did not submit a Customer Service Outreach Plan or Customer Service Improvement Plan (CSIP) in Fiscal Year 2023-234, Contractor is required to submit such a plan in Fiscal Year 2024-25 to qualify for the Customer Service Incentive. This requirement is in addition to meeting all other Tier 2 targets and deliverables. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

## **5. SEMI-ANNUAL REPORTING**

5.1. Contractor shall submit documentation to the Department to verify Contractor’s compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. Contractor must submit documentation to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email HCPF\_CountyRelations@state.co.us, unless otherwise specified through the HCPF Memo Series.

5.1.1. For the Second Reporting Period, 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 Contractor failed to meet specified target(s). 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 Improvement Plan, Customer Service Outreach Plan, 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 2024-25 will be provided in HCPF Memo Series.

## **6. EXEMPTIONS**

6.1. 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 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 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 Contractor can request exemption include circumstances that cause a large, sustained increase in workload.

6.2.3. Unusual circumstances do not include circumstances for which Contractor had direct knowledge or control over, including 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 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 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 Contractor clearing outlining what unusual circumstance occurred and what occurred as a result of the unusual circumstance. 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>) 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 Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide 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 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 Contractor.

6.4.2.2. If partial payment is made based on 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 exceptions 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 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. 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. Contractor failed to meet contractually specified requirements relating to performance targets of any Performance Incentive Standards eligible for exemption requests.

6.4.5.1.3. 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 and the County Incentives Program Guide, that resulted

in Contractor failing to meet performance targets and deliverables relating to any Performance Incentive Standard.

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

6.4.5.1.5. Contractor's failure to use the MAP Dashboards for the purposes of fulfilling the purpose of meeting the performance measures outlined in this contract.

6.4.5.1.6. Contractor's failure to use EQA case review results for the purposes the purpose of meeting the performance measures outlined in this contract. 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 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 Incentive Standard

## **7. NOTIFICATIONS**

7.1. After each Reporting Period, Contractor will be provided a Status Report that outlines Performance Incentive Standards that were met.

7.1.1. 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 Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will be scored individually and the Final Status Report will outline final payment estimated earnings based on meeting the targets for each reporting period.

7.2. After the conclusion of the fiscal year, the Department will provide 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 Contractor.

7.2.1. The Final Status Report cannot be disputed; if Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, 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 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 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 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. Contractor will have the opportunity to dispute the Status Report results as defined in Section 8.1.

## **8. DISPUTE RESOLUTION**

### **8.1. Opportunity and Timeframe for Dispute Resolution**

8.1.1. In the event Contractor disagrees with the findings of the official notification as found in section 7, Notifications, 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. Contractor shall have a period of five (5) Calendar Days, commencing the day following the issuance date of each Reporting Period Status Report, to review the report and raise any disputes regarding the results.

8.1.1.1.1.1. If Contractor fails to dispute the Reporting Period Status Report within five (5) Calendar Days commencing the day following the issuance date of each Report Period Status Report, 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. 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 Contractor refutes the claim, Contractor must submit proof of submission. Contractor must show the documentation was in fact submitted in a timely manner and in accordance with the contractually required due date. Contractor requests a re-review of Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.

8.2.1.2. Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.

8.2.1.2.1. Contractor will be responsible for providing all necessary and relevant data to the Department for the purposes of determining if 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 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. Non-Allowable Disputes

8.3.1. Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:

8.3.1.1. 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. Contractor failed to meet contractually specified requirements relating to performance targets of any Performance Incentive Standard.

8.3.1.3. Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the Memo Series and County Incentives Program Guide, that resulted in Contractor failing to meet performance targets and deliverables relating to any Performance Incentive Standard.

8.3.1.4. The Department's final determination of 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 Contractor, after the end of the state fiscal year (SFY) in which the work was performed, 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 Contractor an Accuracy Performance Incentive Payment, if applicable, after the Second Reporting Period if Contractor meets the requirements for that Performance Incentive Standard. To earn the entire Accuracy Performance Incentive Payment, Contractor must meet both targets as specified in section 4.2.1.1, which includes Target for Inaccurate Eligibility Determination Rate and Target for Errors That Do Not Impact Eligibility. If Contractor only meets one target, the Accuracy Performance Incentive Payment will be either 75% or 25% of the total amount for this Performance Incentive Standard as defined in section 4.2.1.

9.1.1.1.2. The Department shall pay Contractor a Performance Compliance Performance Incentive Payment at the conclusion of the Second Reporting Period if Contractor meets the requirements for that Performance Incentive Standard during the first and second Reporting Period as defined in section 4.3.1.3.

9.1.1.1.3. The Department shall pay Contractor a Customer Service Performance Incentive Payment as shown at the conclusion of the Second Reporting Period if Contractor meets the requirements for that Performance Incentive Standard defined in section 4.3.12.

#### 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 that were not earned by Contractor during a Reporting Period in that SFY.

9.1.2.1.1. 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. 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 Contractor is eligible to be paid in each SFY, Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.1.2.2.3. 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. Contractor shall receive Performance Incentive Payments at the end of the Second Reporting Period within ninety (90) Calendar 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 Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize Contractor's earned Performance Incentive Payments during the closeout process.

9.2.2. Actual Performance Incentive Payment maximums are dependent on Contractor's share of Medicaid county administration expenditure. In no event shall Contractor be paid more than 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. Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).

9.2.5. The Incentive Payment earned is unrestricted, and Contractor may utilize the fund per Contractors discretion.



**EXHIBIT B-3, RATES**

1. SFY 2024-2025 Incentives Payment Table

<b>County Incentive Payment Measures</b>	<b>Percentage of the Incentive Contract</b>
Accuracy Performance Incentive Payment	40%
Performance Compliance Performance Incentive Payment	30%
Customer Service Incentive Payment	30%

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

