

# STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

## COVER PAGE

**State Agency**

Department of Health Care Policy and Financing

**Contractor**

«County»

**Contract Number**

«Contract»

**Contract Performance Beginning Date**

The later of the Effective Date or July 1, 2025

**Initial Contract Expiration Date**

June 30, 2026

**Contract Authority**

Authority to enter into this Contract exists in C.R.S. §25.5-1-101, et. seq. and 10 CCR 2505-5 et. seq.

**Contract Purpose**

The purpose of this Contract is to create 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.

**Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Statement of Work
2. Exhibit B – Rates
3. Exhibit C – Terminology
4. Exhibit D – Review Sample Size Exemption Process Flow
5. Exhibit E – Small, Medium, and Large County List
6. Exhibit F – Sample Option Letter

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §17 of the main body of this Contract
2. The provisions of the other sections of the main body of this Contract
3. Exhibit A – Statement of Work
4. Exhibit B – Rates
5. Exhibit D – Review Sample Size Exemption Process Flow
6. Exhibit E – Small, Medium, and Large County List
7. Exhibit C – Terminology
8. Exhibit F – Sample Option Letter

**Principal Representatives**

For the State:

Arturo Serrano  
Health Care Policy and Financing  
303 17<sup>th</sup> Ave, 11<sup>th</sup> Floor  
Denver, CO 801203

**Contract Maximum Amount**

Initial Term

State Fiscal Year 2026: «Total\_»

Extension Term

State Fiscal Year 2027: \$0.00

State Fiscal Year 2028: \$0.00

State Fiscal Year 2029: \$0.00

State Fiscal Year 2030: \$0.00

**Total** for All State Fiscal Years: «Total\_»

For Contractor:

«County»  
Board of County Commissioners  
«Department\_Director», «Department»  
«Address»  
«City», CO «ZIP»  
«Director\_Email»

# SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

## CONTRACTOR

«County»  
Board of County Commissioners

## STATE OF COLORADO

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

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

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

## 2<sup>nd</sup> State or Contractor Signature if Needed

## LEGAL REVIEW

Philip J. Weiser, Attorney General

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

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By: Assistant Attorney General

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

## STATE CONTROLLER

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

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

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

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## 1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (“Contractor”) and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State,” the “Department,” or “HCPF”). Contractor and the State agree to the terms and conditions in this Contract.

## 2. TERM AND EFFECTIVE DATE

### A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

### B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

### C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

### D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

### E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be

governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority, pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- E. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this

Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

- H. **“End of Term Extension”** means the time period defined in §2.D.
- I. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- J. **“Extension Term”** means the time period defined in §2.C
- K. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 et. seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.
- M. **“Initial Term”** means the time period defined in §2.B.
- N. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- O. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- Q. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- R. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished,

or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- S. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- T. “**State Fiscal Year (SFY)**” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- U. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- V. “**Subcontractor**” means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- W. “**Work**” means the Goods delivered and Services performed pursuant to this Contract.
- X. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit, including the terminology in Exhibit C.

#### 4. **STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

#### 5. **PAYMENTS TO CONTRACTOR**

##### A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

##### B. Payment Procedures

###### i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A, Statement of Work and Exhibit B, Rates.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45<sup>th</sup> day at the rate of one percent per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds, the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date

of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

## 6. REPORTING - NOTIFICATION

### A. Written Reports.

In addition to any reports required pursuant to this Contract or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, upon request of the State, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the State's request or at such time as otherwise specified by the State.

### B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page of this Contract.

### C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

## 7. CONTRACTOR RECORDS

### A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

### B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return

State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

## 9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor's or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Acknowledgment

Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract

## 10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

C. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

D. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

E. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

F. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall

provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

## **11. BREACH OF CONTRACT**

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

## **12. REMEDIES**

### **A. State's Remedies**

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### **i. Termination for Breach**

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

#### **a. Obligations and Rights**

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all

Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §Error! Reference source not found. shall have all remedies available at law and equity.

### 13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

### 14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page of this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page of this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to

this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

## 15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

### A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

### B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

### C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Contractor Property”). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 16. GENERAL PROVISIONS

### A. Assignment

Contractor’s rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor’s rights and obligations approved by the State shall be subject to the provisions of this Contract

### B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this contract without providing notice to the State. The State may reject any such subcontract,

and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §16.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

L. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

M. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §16.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and

standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

**17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver,

express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

## EXHIBIT A, STATEMENT OF WORK

### 1. PROJECT SPECIFIC TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding project specific acronyms, abbreviations, and terminology used throughout this document. See Exhibit C, Terminology for additional definitions.
  - 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 does 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 Contractor staff and as large as 100 or more Contractor staff answering calls.
  - 1.1.5. Compliance Measures – Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.
  - 1.1.6. COGNOS/Decision Support System 01 (DSS01) – The Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
  - 1.1.7. Colorado Benefits Management System (CBMS) – The State’s eligibility determination system.
  - 1.1.8. 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 analyze data related to those payments.
  - 1.1.9. Corrective Action Plan (CAP) – A formal plan submitted by Contractor 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.
  - 1.1.10. 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>).
  - 1.1.11. County Financial Management System (CFMS) – The accounting system utilized by 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.
  - 1.1.12. County Incentives Program – A 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 Contract.

- 1.1.13. 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.
- 1.1.14. 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.
- 1.1.15. 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.
- 1.1.16. Exception – 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.
- 1.1.17. Exemption – 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.
- 1.1.18. 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. 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.
- 1.1.20. Improvement Action Plan (IAP) – An informal plan submitted by Contractor to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
- 1.1.21. 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.
- 1.1.22. 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.
- 1.1.23. 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.
- 1.1.24. MCC – Health First Colorado Member Contact Center.
- 1.1.25. Medical Assistance Performance (MAP) Dashboards – A graphic representation of essential information regarding performance measures, targets and Contractor’s actual performance. The MAP Dashboards highlight each county’s performance and quality.

- 1.1.26. Performance Measure – A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.27. Performance Coaching Workbook – A tool provided by the Department to support Eligibility Sites with understanding of the key performance indicators for Colorado Human Service Offices and MA/EAP Sites.
- 1.1.28. 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.
- 1.1.29. PuMP – A Performance Measurement Process developed by Stacey Barr.
- 1.1.30. 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.
  - 1.1.30.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
  - 1.1.30.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.31. Redetermination – A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.
- 1.1.32. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.
- 1.1.33. Status Report – A communication to Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.34. Tableau – An interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and Contractor’s actual performance.
- 1.1.35. 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).
- 1.1.36. 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 15 Calendar Days.
- 1.1.38. 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.
- 1.1.39. 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.
- 1.1.40. 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.

- 1.1.41. 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 list of systems in Sections 3.1.1. and 3.1.2. 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 Statement of Work, 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 Contract.
- 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to Contractor through the HCPF Memo Series.
- 3.2.4. The Department reserves the right to request written documentation from Contractor including, but not limited to, the following:
  - 3.2.4.1. Any and all documentation generated by various software and/or systems.
  - 3.2.4.2. Written policies and procedures.
  - 3.2.4.3. Standard operating procedures.
  - 3.2.4.4. Internal directives and/or communications to staff related to processing or performance guidelines
  - 3.2.4.5. If the Department requests any documentation outlined in Section 3.2.4, Contractor shall respond within five Business Days commencing the day following the issuance date of the request. If, for reasons outside of Contractor's control, Contractor is unable to respond within the five Business Days, Contractor 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. Contractor 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.
  - 3.2.4.6. The Department reserves the right to extend the deadline or to deny the request for an extension.

#### **4. MEDICAID COUNTY PERFORMANCE STANDARDS PROGRAM**

- 4.1. In State Fiscal Year (SFY) 2025–2026, the Medicaid County Performance Standards Program shall be divided into three incentive categories: the Performance Compliance Performance Incentive Standard, the Customer Service Performance Incentive Standard, and the County Collaboration Incentive Standard.
- 4.2. Each of these standards is assigned a specific percentage, which collectively represent 100% of the total Eligible Earnings available to each Contractor under the Program.
- 4.3. The following sections provide a detailed breakdown of the percentage weight assigned to each standard, as well as the associated performance targets and deliverables required to achieve the corresponding portion of the Eligible Earnings:
  - 4.3.1. **Performance Compliance Performance Incentives Standard**
    - 4.3.1.1. Contractor has the ability to earn Performance Compliance Performance Incentive Standard Payments to reimburse a portion of cost sharing as described in Section 2, County Determinations, by meeting targets, and/or deliverables as outlined in each Performance Compliance Performance Incentive Standard.
    - 4.3.1.2. Performance Compliance Performance Incentive Standard
      - 4.3.1.2.1. Contractor shall be eligible to earn the Performance Compliance Performance Incentive Payment upon meeting the Performance Compliance and Accuracy targets at the conclusion of the First and Second Reporting Periods.

- 4.3.1.2.2. Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period when Contractor meets at least four out of six following Targets:
  - 4.3.1.2.2.1. Application Timeliness of Determinations: 45 Calendar Days
  - 4.3.1.2.2.2. Application Timeliness of Determinations: 90 Calendar Days
  - 4.3.1.2.2.3. Pending Exceeding Processing Guidelines (EPG): 45 Determinations
  - 4.3.1.2.2.4. Pending Exceeding Processing Guidelines (EPG): 90 Determinations
  - 4.3.1.2.2.5. Renewal Timeliness: NON-LTSS (Non-Long-Term Service and Support)
  - 4.3.1.2.2.6. Pending Exceeding Processing Guidelines (EPG): Renewals NON-LTSS
- 4.3.1.2.3. Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 2 when Contractor meets six out of the eight of the following Targets:
  - 4.3.1.2.3.1. Application Timeliness of Determinations: 45 Calendar Days
  - 4.3.1.2.3.2. Application Timeliness of Determinations: 90 Calendar Days
  - 4.3.1.2.3.3. Pending Exceeding Processing Guidelines (EPG): 45 Determinations
  - 4.3.1.2.3.4. Pending Exceeding Processing Guidelines (EPG): 90 Determinations
  - 4.3.1.2.3.5. Renewal Timeliness: NON-LTSS
  - 4.3.1.2.3.6. Pending Exceeding Processing Guidelines (EPG): Renewals NON-LTSS
  - 4.3.1.2.3.7. Incorrect Eligibility Determination Rate
  - 4.3.1.2.3.8. Errors That Did Not Impact Eligibility Rate
- 4.3.1.3. Department Monitoring of MAP Dashboards
  - 4.3.1.3.1. The Department updates the MAP Dashboards monthly, which are accessible to Contractor through the MAP Dashboard Tableau site, MAP Tableau.
  - 4.3.1.3.2. If the Department 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.
  - 4.3.1.3.3. 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.
- 4.3.1.4. Contractor Monitoring of MAP Dashboards
  - 4.3.1.4.1. Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met. The Department will utilize the MAP Applications Dashboard to determine compliance with timeliness targets.
  - 4.3.1.4.2. The MAP Applications Dashboard data will be updated on the 3rd of each month and after the end of the First and Second Reporting Periods to determine Contractor's performance over the entire six-month Reporting Period.
  - 4.3.1.4.3. 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. 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.

- 4.3.1.4.4. 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.
- 4.3.1.5. Determining Compliance with Performance Compliance Performance Incentives Standard
  - 4.3.1.5.1. Timeliness of Determinations
    - 4.3.1.5.1.1. Application Timeliness of Determinations, 45 Calendar Days
      - 4.3.1.5.1.1.1. Contractor shall complete at least 95% of Application Timeliness of Determinations 45 Calendar Days, as Timely Determinations.
      - 4.3.1.5.1.1.2. 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 each Reporting Period to determine the timeliness percent for status reports one and two. The Department will round these calculated percentages to two decimal places.
    - 4.3.1.5.1.2. Application Timeliness of Determinations, 90 Calendar Days
      - 4.3.1.5.1.2.1. Contractor shall complete at least 95% of all Application Timeliness of Determinations 90 Calendar Days as Timely Determinations.
      - 4.3.1.5.1.2.2. 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 each Reporting Period to determine timeliness percent for status reports one and two. The Department will round these calculated percentages to two decimal places.
  - 4.3.1.5.2. Timeliness of Renewals
    - 4.3.1.5.2.1. Contractor shall complete at least 95% of Renewals Non-LTSS as Timely Renewals as defined in Section 1.1.38.
    - 4.3.1.5.2.2. The Department will total all Timely Non-LTSS Renewals Contractor completed within the First and Second Reporting Periods and divide that by the total number of Determinations Contractor completed during each Reporting Period to determine the timeliness percent for status report one and two. The Department will round these calculated percentages to two decimal places.
    - 4.3.1.5.2.3. The Department will utilize the MAP Renewals Dashboards to determine compliance with timeliness targets.
    - 4.3.1.5.2.4. The MAP Renewals Dashboards data will be pulled on the 3rd of each month and after the First and Second Reporting Periods to determine Contractor's performance over the entire six-month Reporting Period.
  - 4.3.1.5.3. Pending Exceeding Processing Guidelines (EPG) Determinations and Renewals
    - 4.3.1.5.3.1. 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 Periods 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:

4.3.1.5.3.1.1. 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

4.3.1.5.3.1.2. 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 Periods and divide by the number of months in the Reporting Period.

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

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

4.3.1.5.4. Small County and Sample Size Exceptions

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

4.3.1.5.4.2. If Contractor processes a total of 10 or fewer 90 -Day Determinations, per Reporting Period, Contractor shall be deemed to have met the 90 -Day Determinations percentage target so long as they had four or fewer Untimely Determinations during that Reporting Period.

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

4.3.1.5.5. Accuracy Compliance and Targets

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

4.3.1.5.5.2. Tier 1 target percentage: Contractors with 20 or more cumulative quality assurance case reviews conducted over a 12-month period. This is the target reported on the MAP Accuracy Dashboard.

4.3.1.5.5.3. Tier 2 target percentage: Contractors with fewer than 20 cumulative quality assurance case reviews conducted over a 12-month period. This is not reported on the MAP Accuracy Dashboard and used for County Incentives purposes only.

4.3.1.5.5.4. Based on EQA sampling, large Contractors will exceed 20 cumulative quality assurance reviews over the 12-month period, resulting in no Tier 2 target for large counties.

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

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

4.3.1.5.5.5.2. Target Percentages for Incorrect Eligibility Determination Rate

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

4.3.1.5.5.6. 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).

4.3.1.5.5.6.1. 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).

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

County Size	Tier 1 Target %	Tier 2 Target %
Large	17.9%	NA
Medium	20.9%	23.2%
Small	23.2%	27.2%

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

- 4.3.1.5.6.1. 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.
- 4.3.1.5.6.1.1.1. 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.
- 4.3.1.5.6.1.1.2. Contractor must respond to documentation requests and error findings within 10 Business Days of the request to ensure EQA case reviews are completed in a timely manner.
- 4.3.1.5.6.1.1.3. Contractor must respond to the Department’s EQA case review error findings by using one of two options: 1) Agree/Concur or 2) Disagree/Rebut within 10 Business Days.
- 4.3.1.5.6.1.1.4. 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.
- 4.3.1.5.6.1.1.5. The Department will 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.
- 4.3.1.5.7. Determining Compliance with the Accuracy portion of the Performance Compliance Performance Incentives Standards
- 4.3.1.5.7.1. The MAP Accuracy Dashboard will be available monthly to Contractor to determine Contractor’s performance over the State Fiscal Year (SFY). To determine compliance with the Accuracy Performance Incentive, the Department will utilize the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard data, to determine whether Contractor met or exceeded the specified Accuracy target. The 12 consecutive months of MAP Accuracy data may extend outside of the timeframe of this amendment.
- 4.3.1.5.7.2. The Department will use Contractor’s final actual performance on the MAP Accuracy Dashboard in comparison to Contractor’s Accuracy targets at the end of the SFY 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 decimal place and will not be rounded.
- 4.3.1.6. Review Sample Size Exemptions
- 4.3.1.6.1.1. If Contractor has a review sample size, as defined in Section 4.3.1.6.1.2., performed by HCPF EQA, Contractor may be eligible for the Review Sample Size Exemption.
- 4.3.1.6.1.2. Definition of Review Sample Size

- 4.3.1.6.1.2.1. Contractor with 20 or fewer quality assurance case reviews in the 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 4.3.1.5.5. may be eligible for the Review Sample Size Exemption: (i) Inaccurate Eligibility Rate and/or, (ii) Errors That Did Not Impact Eligibility.
- 4.3.1.6.1.3. Determining Targets Percentage for Potential Review Sample Size Exemptions
- 4.3.1.6.1.3.1. The Department will have two separate tiers with different target percentages for the Accuracy Targets:
  - 4.3.1.6.1.3.1.1. Tier 1 target percentage: Contractor with 20 or more quality assurance case reviews completed with the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard.
  - 4.3.1.6.1.3.1.2. Tier 2 target percentage: Contractor with fewer than 20 quality assurance case reviews completed with the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard.
- 4.3.1.6.1.3.2. Review Sample Size Exemption Process
  - 4.3.1.6.1.3.2.1. The Department will follow Exhibit D, Review Sample Size Exemption Process Flow.
- 4.3.1.6.1.3.3. Definition of Similar Error(s)
  - 4.3.1.6.1.3.3.1. 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.
  - 4.3.1.6.1.3.3.2. If Contractor meets only one target with less than 20 reviews within the most recent 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.
  - 4.3.1.6.1.3.3.3. Contractor that does not meet both targets with less than 20 reviews within the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard, exemption will be applied to both targets.
- 4.3.1.6.1.3.4. Notification of Review Sample Size Exemption
  - 4.3.1.6.1.3.4.1. If Contractor does not meet the Accuracy Incentive Targets per Sections 4.3.1.5.5.5.2. and 4.3.1.5.5.6.2., Contractor will be notified through the Status Report of the Second Reporting Period.
  - 4.3.1.6.1.3.4.2. Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per Section 4.3.1.6., Contractor will be notified through the Status Report of the Second Reporting Period.
  - 4.3.1.6.1.3.4.3. If Contractor qualifies for the Review Sample Size Exemption Process, the Department will review previously submitted documentation from

Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in Section 4.3.1.6.1.3.2.

4.3.1.6.1.3.4.4. Contractor shall submit any additional documentation requested for the exemption process, using the MAP exemption process, following Status Report Period 2. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment.

4.3.1.6.1.3.4.5. TARGET: four out of the following six targets are met for Reporting Period 1.

4.3.1.6.1.3.4.5.1.  $\geq$  95% timeliness average over the First Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.1.6.1.3.4.5.2.  $\geq$  95% timeliness average over the First Reporting Period for Application Timeliness of Determinations, 90 Days.

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

4.3.1.6.1.3.4.5.4. Applications 45 Days

County Size	App EPG 45 Target
Large	$\leq 25$
Medium	$\leq 5$
Small	$\leq 3$

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

4.3.1.6.1.3.4.5.6. Applications 90 days

County Size	App EPG 90 Target
Large	$\leq 10$
Medium	$\leq 3$
Small	$\leq 1$

4.3.1.6.1.3.4.5.7. Renewals Non-LTSS

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

4.3.1.6.1.3.4.6. TARGET: six out of the following eight targets are met in the Second Reporting Period:

4.3.1.6.1.3.4.6.1.  $\geq$  95% timeliness average over the Second Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.1.6.1.3.4.6.2.  $\geq 95\%$  timeliness average over the Second Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.1.6.1.3.4.6.3.  $\geq 95\%$  timeliness average over the Second Reporting Period for Renewal Non-LTSS Timeliness.

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

4.3.1.6.1.3.4.6.5. Applications 45 Days

County Size	App EPG 45 Target
Large	$\leq 25$
Medium	$\leq 5$
Small	$\leq 3$

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

4.3.1.6.1.3.4.6.7. Applications 90 Days

County Size	App EPG 90 Target
Large	$\leq 10$
Medium	$\leq 3$
Small	$\leq 1$

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

4.3.1.6.1.3.4.6.9. Renewals Non-LTSS

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

4.3.1.6.1.3.4.6.10. Accuracy Target Percentages for Incorrect Eligibility Determination Rate

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

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

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

4.3.1.6.1.3.4.6.12.

Exemptions for Unusual Circumstances

4.3.1.6.1.3.4.6.13.

Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Renewal targets and/or failure to meet Pending EPG Determinations and Renewal targets as described in Section 4.3.1.2.2.

4.3.1.6.1.3.4.6.14.

The exemption process for unusual circumstances is described in Section 6.1.3.

4.3.1.6.2.

To earn the full Performance Compliance Performance Incentive Standard Payment, Contractor must meet the targets outlined in both Status Report 1 and Status Report 2 for FY 25-26. 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 Standard Payment will constitute 50% of the total amount available for this Contract

**4.3.2. Customer Service Performance Incentive Standard**

4.3.2.1.

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 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.

4.3.2.1.1.

Contractor Customer Service Tier

4.3.2.1.1.1.

The Department assigned Contractor to a Customer Service Tier during Fiscal Year 2024-25. 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.

4.3.2.1.2.

Customer Service Tier Reclassification

4.3.2.1.2.1.

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

4.3.2.1.2.2.

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

4.3.2.1.2.3.

Contractor reclassifications from Tier 2 to Tier 1 are allowable.

4.3.2.1.3.

Customer Service Tier 1

4.3.2.1.3.1.

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

- 4.3.2.1.3.2. 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.
- 4.3.2.1.3.3. 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:
  - 4.3.2.1.3.3.1. 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.
    - 4.3.2.1.3.3.1.1. Monthly reporting will be due on the 7<sup>th</sup> of each month and sent electronically to the County Relations webform: (<https://hcpfdev.secure.force.com/HCPFCountyRelations>).
    - 4.3.2.1.3.3.1.2. Data elements required to be submitted by Contractor shall be issued via HCPF Memo Series.
      - 4.3.2.1.3.3.1.2.1. DELIVERABLE: Monthly Call Center Report
      - 4.3.2.1.3.3.1.2.2. DUE: The 7<sup>th</sup> of each month after the month being reported
  - 4.3.2.1.3.3.2. 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, June 7<sup>th</sup> of each SFY.
  - 4.3.2.1.3.3.3. 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 each State Fiscal Year. This joint determination will take place during the first Technical Assistance Session, scheduled for the first quarter of each SFY, as mandated for that SFY. The ASA performance targets shall be calculated as an average over either the six-month period from January to June of each SFY or the 12-month period from July to June of each SFY. The finalized targets will be communicated through the HCPF Memo Series.
  - 4.3.2.1.3.3.4. Attend a minimum of two, half-hour Technical Assistance Sessions (for learning and support) with the Department's MCC Operations staff before June 12<sup>th</sup> of each SFY.
    - 4.3.2.1.3.3.4.1. At a minimum, one Technical Assistance Session will occur during each of the reporting periods.
    - 4.3.2.1.3.3.4.2. Contractor may request additional support, beyond the required sessions detailed in Section 4.3.2.1.3.3.4., from the MCC Operations staff to improve Contractor's ASA performance by submitting the County Relations webform.
    - 4.3.2.1.3.3.4.3. The Department may require additional technical assistance in addition to the two required Technical Assistance Sessions if Contractor's data indicates additional support is necessary to meet the ASA targets.
      - 4.3.2.1.3.3.4.3.1. DELIVERABLE: Two Technical Assistance Sessions

- 4.3.2.1.3.3.4.3.2. DUE: Before June 12<sup>th</sup> of each SFY.
- 4.3.2.1.3.4. Contractor assigned to Customer Service Tier 1 must comply with the provisions in Section 4.3.2.1.3.3.3. to earn a Customer Service Performance Incentive Payment.
- 4.3.2.1.4. Customer Service Tier 2
- 4.3.2.1.4.1. If Contractor is assigned to the Customer Service Tier 2 category, the Department will determine what Contractor's required metrics, targets, and deliverables are.
- 4.3.2.1.4.2. If Contractor is classified as Tier 2, Contractor is understood to be small enough in operations and workload where a Call Center is cost-prohibitive or not supportable under existing funding or staffing allocations.
- 4.3.2.1.4.3. 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:
- 4.3.2.1.4.3.1. Implement the Customer Service Survey Outreach Plan submitted by June 30<sup>th</sup> of each SFY and submit a report by June 30<sup>th</sup> of each SFY updating the Department on the implementation of the Customer Service Survey Outreach Plan.
- 4.3.2.1.4.3.1.1. If Contractor classified as Tier 2 did not submit a Customer Service Survey Outreach Plan in SFY 2022-23, SFY 2023-24 or SFY 2024-25, Contractor is required to submit a Customer Service Survey Outreach Plan in SFY 2025-26 and to meet all other Tier 2 targets and deliverables to earn the Customer Service Incentive.
- 4.3.2.1.4.3.1.2. The Customer Service Survey will be managed by the Department. Contractor is not required to take any action regarding the administration or implementation of this survey. The Customer Service Survey will be distributed by the Department 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.
- 4.3.2.1.4.3.1.3. 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.
- 4.3.2.1.4.3.1.4. The Customer Service Survey Outreach Plan will include Contractor's methodologies and strategies for increasing applicant and Member participation in the Department's Customer Service Survey in the following contract cycle. Requirements of the Customer Service Outreach Plan must include all elements listed on the corresponding HCPF Operational Memo.
- 4.3.2.1.4.3.1.4.1. DELIVERABLE: Customer Service Survey Outreach Plan

- 4.3.2.1.4.3.1.4.2. DUE: By June 30<sup>th</sup> of each SFY
- 4.3.2.1.4.3.1.4.3. DELIVERABLE: Customer Service Survey Outreach Report
- 4.3.2.1.4.3.1.4.4. DUE: By June 30<sup>th</sup> of each SFY
- 4.3.2.1.4.3.2. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances
  - 4.3.2.1.4.3.2.1. Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in Section 4.3.2.1.3.3.3., if Contractor was classified by the Department as Customer Service Tier 1.
    - 4.3.2.1.4.3.2.1.1. 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.
    - 4.3.2.1.4.3.2.1.2. 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.
- 4.3.2.2. Performance Target:
  - 4.3.2.2.1. Tier 1: Contractor’s predetermined, individualized Average Speed to Answer (ASA) target is set forth in the HCPF Memo Series, which Contractor shall maintain an average (ASA) at or below for the Reporting Period. Additionally, each Contractor’s individualized ASA target shall not exceed 15 minutes.
    - 4.3.2.2.1.1. The Department may utilize, at its discretion, Contractor’s data from the Reporting Period that best supports Contractor’s performance.
    - 4.3.2.2.1.2. Contractor is required to complete all necessary participation in Technical Assistance Sessions with the MCC as scheduled. Contractor must submit Call Center reporting data in accordance with the specifications outlined in Section 4.3.2.1.3.3.1.1. of this Contract. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this Contract.
  - 4.3.2.2.2. 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 Contractor to address Member calls.
    - 4.3.2.2.2.1. Expectations for completing this report will be provided in the HCPF Memo Series.
      - 4.3.2.2.2.1.1. DELIVERABLE: Customer Service Plan Report
      - 4.3.2.2.2.1.2. DUE: June 30<sup>th</sup> of each SFY
    - 4.3.2.2.2.2. Contractor is expected to achieve one of the following targets over the SFY:
      - 4.3.2.2.2.2.1. Submit a Customer Service Tier 2 Inbound/Outbound Call Survey by June 5<sup>th</sup> of each SFY and maintain an average of 90% or higher in both percentage of Members who felt like they were treated with respect, and percentage of

Members who felt they received services in a timely manner as well as an average overall satisfaction score of 3.50 or higher.

4.3.2.2.2.1.1. DELIVERABLE: Customer Service Tier 2 Inbound/Outbound Call Survey

4.3.2.2.2.1.2. DUE: By June 5<sup>th</sup> of each SFY

4.3.2.2.2.3. If Contractor does not meet the requirements set above, Contractor can increase their percentage of Members who felt like they were treated with respect, and/or, increase their percentage of Members who felt they received services in a timely manner, and/or increase the overall satisfaction score for the site by 3% compared to their baseline by May 31st of each SFY. If Contractor does not meet the requirements set above, the Department will determine if Contractor meets an exception based on county/caseload size fluctuations as a result of the Public Health Emergency unwind.

4.3.2.2.2.4. If Contractor did not submit a Customer Service Outreach Plan or Customer Service Improvement Plan (CSIP) in Fiscal Year 2022-23 or FY 2023-24, Contractor is required to submit such a plan in Fiscal Year 2025-26 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 Contract.

4.3.2.2.2.4.1. DELIVERABLE: Customer Service Outreach Plan or Customer Service Improvement Plan (If required as described in Section 4.3.2.2.2.4.)

4.3.2.2.2.4.2. DUE: June 30<sup>th</sup> of each SFY

### 4.3.3. **County Collaboration Incentive Standard**

4.3.3.1. Contractor has the ability to earn County Collaboration Incentive Standard Payments to reimburse a portion of cost sharing as described in Section 2, County Determinations, by meeting targets, and/or deliverables as outlined in the County Collaboration Incentive Standard.

#### 4.3.3.2. County Collaboration Incentive

4.3.3.2.1. Contractor shall be eligible to earn the County Collaboration Incentive Standard Payment upon the successful submission of the two County Collaboration Incentive Standard Deliverables involving Nursing Facilities (NFs) and Case Management Agency(ies) during Reporting Period 2. To qualify for the full County Collaboration Incentive Standard Payment, Contractor must meet all deliverable requirements as outlined below.

4.3.3.2.2. To earn the County Collaboration Incentive Payment in Reporting Period 2, Contractor must:

4.3.3.2.2.1. Establish collaboration with Nursing Facilities (NFs) and Case Management Agency(ies) based on the requirements outlined in Rule 1.020.11 County Department Collaboration with External Entities to Facilitate Eligibility and Enrollment.

- 4.3.3.2.2.2. Submit the following two deliverables no later than April 30, 2026. Contractor will submit these deliverables using the following link: [County Collaboration Incentive Deliverable](#)
- 4.3.3.2.2.2.1. Nursing Facilities Deliverable: A minimum of two or more meetings shall be held with one or more relevant agencies. These meetings shall include, at a minimum, discussion and documentation of the following information:
- 4.3.3.2.2.2.1.1. A meeting agenda outlining the topics discussed.
- 4.3.3.2.2.2.1.2. A list of attendees, including the name of each individual and the agency or county they represent, must be provided.
- 4.3.3.2.2.2.1.3. One county may submit this deliverable on behalf of other counties that attended the meeting. However, all represented counties must be clearly identified in the list of attendees.
- 4.3.3.2.2.2.1.4. If Contractor does not have any Nursing Facilities (NFs) within the boundaries of their county, Contractor is exempt from implementing this deliverable related to Nursing Facilities.
- 4.3.3.2.2.2.1.4.1. DELIVERABLE: Two or More Nursing Facilities Meetings with One or More Relevant Agencies
- 4.3.3.2.2.2.1.4.2. DUE: No later than April 30, 2026
- 4.3.3.2.2.2.2. Case Management Agencies Deliverable: A minimum of two or more meetings shall be held with one or more relevant agencies. These meetings shall include, at a minimum, discussion and documentation of the following information:
- 4.3.3.2.2.2.2.1. A meeting agenda outlining the topics discussed
- 4.3.3.2.2.2.2.2. A list of attendees, including the name of each individual and the agency or county they represent, must be provided.
- 4.3.3.2.2.2.2.3. One county may submit this deliverable on behalf of other counties that attended the meeting. However, all represented counties must be clearly identified in the list of attendees.
- 4.3.3.2.2.2.2.4. Contractors acting as Case Management Agencies must submit an internal control procedure to substitute for this deliverable requirement.
- 4.3.3.2.2.2.2.4.1. DELIVERABLE: Two or More Case Management Agency Meetings with One or More Relevant Agencies
- 4.3.3.2.2.2.2.4.2. DUE: No later than April 30, 2026
- 4.3.3.2.2.3. To receive the full County Collaboration Incentive Standard Payment, Contractor must successfully submit both County Incentive deliverables as outlined in Sections 4.3.3.2.2.2.1. and 4.3.3.2.2.2.2. above. The completion of both deliverables will contribute 100% toward the total County Collaboration Incentive Standard Payment. If only one deliverable is submitted, it will contribute 50% toward the total payment. The County Collaboration Incentive Standard Payment will represent 20% of the total funds available under this Contract.

## 5. SEMI-ANNUAL REPORTING

- 5.1. Contractor shall submit documentation to the Department to verify Contractor's compliance with each Medicaid County Performance Standards Program 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.
- 5.2. For the Second Reporting Period, Contractor shall submit the following documentation:
  - 5.2.1. Any Accuracy Sample Size Exemption Process documentation for the SFY 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.
  - 5.2.2. 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 2025-26 will be provided in HCPF Memo Series.

## **6. EXEMPTIONS**

- 6.1. Contractor may request an exemption for unusual circumstances pertaining to specific measures within this Contract by following the procedure outlined in this section.
  - 6.1.1. Following the Department's review of Contractor's request, a partial payment of the applicable County Incentive may be made at the Department's sole discretion. Such partial payment shall not be subject to exemption requests or disputes. The Department's decision on partial payment is final in addition to any County Incentive Payments made based on the Department's determination.
  - 6.1.2. Definition of Unusual Circumstances
    - 6.1.2.1. 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 directly result in the failure to act in accordance with or meet the requirements of the specific Medicaid County Performance Standards Program.
      - 6.1.2.1.1. Unusual circumstances for which Contractor can request exemption include circumstances that cause a large, sustained increase in workload.
      - 6.1.2.1.2. Unusual circumstances shall not include situations where Contractor had direct knowledge of, or control over, the circumstances, including instances where Contractor's clear and demonstrated failure to act in accordance with, or meet, the requirements of the specific Medicaid County Performance Standards Program is evident.
      - 6.1.2.1.3. The Department's determination of whether Contractor's request for exemption meets the definition of unusual circumstances is final.
    - 6.1.3. Process for Unusual Circumstances Exemption Requests
      - 6.1.3.1. The process for Contractor to submit an exemption request shall be communicated through the HCPF Memo Series for each applicable Medicaid County Performance Standards Program.

- 6.1.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from Contractor clearly 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.
- 6.1.3.3. General inquiries regarding unusual circumstances exemption requests should be directed to HCPF\_MAPdashboards@state.co.us. To formally submit an exemption request, please follow the MAP Exemption Request Process available here: [Request Exemption](#)
- 6.1.4. Department Review and Approval of Exemption Requests
  - 6.1.4.1. 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.
  - 6.1.4.2. If the Department approves Contractor's unusual circumstances exemption request, Contractor shall receive a partial payment. Such partial payment shall correspond to the applicable Medicaid County Performance Standards Program for which the exemption request was approved by the Department.
  - 6.1.4.3. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by Contractor.
  - 6.1.4.4. 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.
  - 6.1.4.5. If the Department denies Contractor's unusual circumstances exemption request, the applicable County Incentive Payments issued shall be deemed final and shall not be subject to further dispute or appeal.
  - 6.1.4.6. 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 Medicaid County Performance Standards Program.
- 6.1.5. Non-Allowable Exemption Reasons
  - 6.1.5.1. The Department will deny unusual circumstances exemption requests that are one or more of the following:
    - 6.1.5.1.1. Determined to be the fault of Contractor.
    - 6.1.5.1.2. Unusual circumstances that did not exist.
    - 6.1.5.1.3. Any exemption requests based on the following but not limited to the following:
      - 6.1.5.1.3.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
      - 6.1.5.1.3.2. Contractor failed to meet the contractually specified requirements related to the performance targets of an applicable Medicaid County Performance Standards Program for which an exemption request may be submitted.
      - 6.1.5.1.3.3. Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and Medicaid County Performance Standards Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in Contractor failing to meet

performance targets and deliverables relating to any Medicaid County Performance Standards Program.

- 6.1.5.1.3.4. The Department's final determination regarding Contractor's exemption request(s) related to the Accuracy Performance Measures under the Performance Compliance Performance Incentive Standard shall be final.
- 6.1.5.1.3.5. Contractor's failure to use the MAP Dashboards for the purposes of fulfilling the purpose of meeting the performance measures outlined in this contract.
- 6.1.5.1.3.6. 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.
- 6.1.5.1.4. 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.
- 6.1.5.2. Medicaid County Performance Standards Program – Eligibility for Unusual Circumstances Exemption Requests
  - 6.1.5.2.1. Unusual circumstances exemption requests may be considered for any Medicaid County Performance Standards Program listed below, subject to the terms and conditions of this Contract and the applicable guidance issued by the Department.
    - 6.1.5.2.1.1. Performance Compliance Performance Incentive Standard
    - 6.1.5.2.1.2. Customer Service Performance Incentive Standard
    - 6.1.5.2.1.3. County Collaboration Incentive Standard

## **7. NOTIFICATIONS**

- 7.1. Following each Reporting Period, Contractor shall receive a Status Report from the Department identifying the applicable County Incentives met, based on the targets or deliverables for that County Incentive.
  - 7.1.1. Contractor's Reporting Period Status Report shall identify the applicable Medicaid County Performance Standards Programs that were met and those that were not met during the relevant Reporting Period. Funding amounts associated with these programs shall not be disclosed until the conclusion of the SFY.
  - 7.1.2. If Contractor has multiple Reporting Periods within the SFY to meet any County Incentive, each Reporting Period Status Report shall be evaluated independently. The Final Status Report shall summarize the estimated final payment and eligible earnings based on Contractor's performance in meeting the applicable targets or deliverables for each Reporting Period.
  - 7.1.3. Upon conclusion of the SFY, the Department will issue a Final Status Report to Contractor, specifying the County Incentives that were met and not met, and detailing the eligible earnings associated with each incentive earned by Contractor.
  - 7.1.4. The Final Status Report shall be considered final and not subject to dispute. If Contractor disagreed with the Department's determination of compliance with this Contract for any

applicable incentive, such dispute must have been raised in response to the applicable Reporting Period Status Report.

- 7.1.5. Each Reporting Period Status Report, as well as the Final Status Report, shall be submitted by the Department to the County Human/Social Services Director and shall serve as the official notification of Contractor's compliance with the targets and deliverables outlined in this Contract for each applicable incentive.
- 7.1.6. Status Reports for each Reporting Period will be sent within 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 Contractor will be considered the Status Report Date.
- 7.1.7. If the Department experiences unusual circumstances resulting in a delay with sending Contractor's Reporting Period or Final Status Reports, the Department will inform Contractor of the delay and an anticipated date of resolution during the 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.
- 7.1.8. The Final Status Report will be sent upon the Department's determination of final County Incentive Payment amounts.
- 7.1.9. 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 7.1.4.
  - 8.1.1.2. Contractor shall have a period of five 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.
  - 8.1.1.3. If Contractor fails to dispute the Reporting Period Status Report within five 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 10, Compensation, based on the results of the non-disputed Status Report.
- 8.1.2. Allowable Disputes
  - 8.1.2.1. Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
    - 8.1.2.1.1. 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.

- 8.1.2.1.2. Contractor requests a re-review of Contractor's submitted documentation that was used to determine compliance with any Medicaid County Performance Standards Program.
- 8.1.2.1.3. Contractor has available data, such as systems reports or other tracking methodologies, that conflict with the Department's available data that will be utilized to determine compliance with a Medicaid County Performance Standards Program.
- 8.1.2.1.4. 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.
- 8.1.2.1.5. The Department will make the final determination when a conflict of data occurs and will make the specific Medicaid County Performance Standards Program Payments based on its final determination.
- 8.1.2.1.6. Any and all supporting documentation allowed under this sub-section must be submitted to the Department within 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.
- 8.1.2.1.7. 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 is final and not subject to the Dispute Resolution process as outlined in Section 8.
- 8.1.3. Non-Allowable Disputes
  - 8.1.3.1. Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
    - 8.1.3.1.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
    - 8.1.3.1.2. Contractor failed to meet contractually specified requirements relating to performance targets of any Medicaid County Performance Standards Program.
    - 8.1.3.1.3. Contractor's failure to review and utilize Medicaid County Performance Standards Program documentation, including policy, informational, and operational guidance issued through the Memo Series, that resulted in Contractor failing to meet performance targets and deliverables relating to any Medicaid County Performance Standards Program.
  - 8.1.3.2. The Department's final determination of Contractor's exemption request(s) for the Accuracy Targets within the Performance Compliance Performance Incentive Program.
    - 8.1.3.2.1. The Department reserves the right to deny a Contractor's dispute based on any reason not included under Section 8.1.3.1. The Department's determination is final and is not subject to dispute or appeal.

## 9. DELIVERABLES

- 9.1. Contractor shall provide the stated deliverables in accordance with the dates stated in the table below.

<b>DELIVERABLES</b>	<b>DATE DUE TO THE DEPARTMENT</b>
Monthly Call Center Report	5 <sup>th</sup> of each month after the month being reported
Two Technical Assistance Session	Before June 12 <sup>th</sup> of each SFY
Customer Service Survey Outreach Plan	By June 30 <sup>th</sup> of each SFY
Customer Service Survey Outreach Report	By June 30 <sup>th</sup> of each SFY
Customer Service Plan Report	By June 5 <sup>th</sup> of each SFY
Customer Service Tier 2 Inbound/Outbound Call Survey	By June 5 <sup>th</sup> of each SFY
Customer Service Outreach Plan or Customer Service Improvement Plan (If required as described in Section 4.3.2.2.2.4.)	By June 30 <sup>th</sup> of each SFY
Two or More Nursing Facilities Meetings	By April 30, 2026
Two or More Case Management Agency Meetings	By April 30, 2026

## 10. COMPENSATION

### 10.1. County Incentive Payment

10.1.1. The Department will pay Contractor, after the end of the SFY in which the work was performed, County Incentive Payments for each Medicaid County Performance Standards Program met during the applicable Reporting Period as follows:

10.1.1.1. The Department will pay Contractor a Performance Compliance Performance Incentive Standard Payment at the conclusion of the Second Reporting Period if Contractor meets the requirements for that Performance Compliance Performance Incentive Standard during the First and Second Reporting Period as defined in Section 4.3.1.2.1.

10.1.1.2. The Department will pay Contractor a Customer Service Performance Incentive Payment as shown at the conclusion of the Second Reporting Period if Contractor meets the requirements for this Contract defined in Section 4.3.2.2.

10.1.1.3. The Department will pay Contractor a County Collaboration Incentive Payment at the conclusion of the Second Reporting Period if Contractor meets the requirements for this Contract during the First and Second Reporting Periods as defined in Section 4.3.1.2.1.

### 10.2. Remaining Funds Incentive Pool Payment

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

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

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

10.2.2.2. Each of the County Incentive Payments that were not earned by Contractor during a Reporting Period in that SFY.

10.2.3. Contractor shall be eligible for Remaining Funds Incentive Pool payments.

10.2.4. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

- 10.2.5. The Remaining Funds Incentive Pool will be paid as follows:
- 10.2.5.1. Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
  - 10.2.5.2. 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.
  - 10.2.5.3. 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.

### 10.3. Payment Procedures

- 10.3.1. Contractor shall receive County Incentive Payments at the end of the Second Reporting Period within 90 Calendar Days following the end of the SFY in which the Medicaid County Performance Standards Program were met. This allocation will reflect the maximum Contractor can earn for this Contract per Reporting Period.
- 10.3.2. If a 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 County Incentive Payments during the closeout process.
- 10.3.3. Actual County 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 SFY.
- 10.3.4. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 10.3.5. Contractor shall be paid the County Incentive Payments through the County Financial Management System (CFMS).
- 10.3.6. The Incentive Payment earned is unrestricted, and Contractor may utilize the fund per Contractor's discretion.

## EXHIBIT B, RATES

### 1. State Fiscal Year 2025-2026 Incentives Payment Table

<b>County Incentive Payment Measures</b>	<b>Percentage of the Incentive Contract</b>
Performance Compliance Performance Incentive Payment	50%
Customer Service Performance Incentive Payment	30%
County Collaboration Incentive Payment	20%

## EXHIBIT C, TERMINOLOGY

### 1. TERMINOLOGY

- 1.1. In addition to the terms defined in §3 and Exhibit A, Statement of Work, of this Contract, the following list of terms shall be construed and interpreted as follows:
  - 1.1.1. Business Interruption – Any event that disrupts Contractor’s ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
  - 1.1.2. Child Health Plan Plus (CHP+) – Colorado’s 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.
  - 1.1.3. Closeout Period – The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.
  - 1.1.4. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
  - 1.1.5. Consumer Price Index- Urban (CPI-U) – The Consumer Price Index for All Urban Consumers published by the US Department of Labor, Bureau of Labor Statistics.
  - 1.1.6. Data – State Confidential Information and other State information resources transferred to Contractor for the purpose of completing a task or project assigned in the Statement of Work.
  - 1.1.7. Deliverable – Any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a “Deliverable” or not.
  - 1.1.8. Disaster – An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
  - 1.1.9. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.
  - 1.1.10. Health First Colorado – Colorado’s Medicaid Program. 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.
  - 1.1.11. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
  - 1.1.12. Key Personnel – The position or positions that are specifically designated as such in this Contract.
  - 1.1.13. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department. Sometimes referred to as a “client”.

- 1.1.14. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.
- 1.1.15. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.16. Provider – Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.17. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.

## **2. ACRONYMS AND ABBREVIATIONS**

2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:

- 2.1.1. ASA – Average Speed to Answer
- 2.1.2. CAP – Corrective Action Plan
- 2.1.3. CBMS – Colorado Benefits Management System
- 2.1.4. CDE – Colorado Department of Education
- 2.1.5. CDHS – Colorado Department of Human Services
- 2.1.6. CFMS – County Financial Management System
- 2.1.7. CFR – Code of Federal Regulations
- 2.1.8. CHATS – Colorado Child Care Automated Tracking System
- 2.1.9. CHP+ –Child Health Plan Plus
- 2.1.10. CICP – Colorado Indigent Care Program
- 2.1.11. CMS – Centers for Medicare & Medicaid Services
- 2.1.12. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.
- 2.1.13. C.R.S. – Colorado Revised Statutes
- 2.1.14. DOLA – Department of Local Affairs
- 2.1.15. EBT – Electronic Benefits Transfer
- 2.1.16. FSR – Financial Status Report
- 2.1.17. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.1.18. MFCU – the Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
- 2.1.19. MOE – Maintenance of Effort
- 2.1.20. OEC – Office of Early Childhood
- 2.1.21. OSA - Office of the State Auditor
- 2.1.22. PEAK – Program Eligibility and Application Kit
- 2.1.23. PHI – Protected Health Information
- 2.1.24. PII – Personally Identifiable Information

- 2.1.25. SFY – State Fiscal Year
- 2.1.26. SNAP – Supplemental Nutrition Assistance Program
- 2.1.27. TANF – Temporary Assistance for Needy Families
- 2.1.28. U.S.C. – United States Code
- 2.1.29. VARA – Visual Rights Act of 1990

## **EXHIBIT D, REVIEW SAMPLE SIZE EXEMPTION PROCERSS FLOW**

### **1. STEP 1: THE DEPARTMENT PULLS EQA DATA**

1.1. **Decision A:** Did the County complete a minimum of 20 reviews in the fiscal year?

1.1.1. If Yes → Proceed to Decision B.

1.1.2. If No (Fewer than 20 reviews completed), proceed to Decision C.

1.2. **Decision B:** Did the County meet both Accuracy Targets?

1.2.1. If Yes (both targets met), a payment is issued.

1.2.2. If No (one or both targets not met), payment is only issued for the met target(s).

1.3. **Decision C:** Did the County meet both Accuracy Targets with <20 reviews?

1.3.1. If Yes (both targets met), a payment is issued.

1.3.2. If only one target was met:

1.3.2.1. Apply Exemption Review only to the unmet target.

1.3.2.2. Proceed to Step 2: Exemption Review Process.

1.3.2.3. After exemption review:

1.3.2.3.1. If target is met after exemption → Payment issued.

1.3.2.3.2. If not → Payment denied for that target.

1.3.3. If Neither target met:

1.3.3.1. Apply Exemption Review to both targets.

1.3.3.2. Proceed to Step 2: Exemption Review Process.

1.3.3.3. After exemption review:

1.3.3.3.1. If both targets are met after exemption → Payment issued.

1.3.3.3.2. If only one target is met → Payment issued only for that target.

1.3.3.3.3. If neither target is met → Payment not issued.

### **2. STEP 2: EXEMPTION REVIEW PROCESS**

2.1. Applied only when:

2.1.1. County has unmet targets on the MAP Accuracy Dashboard.

2.1.2. Less than 20 reviews were completed.

2.2. Review Steps:

2.2.1. Cause Analysis:

2.2.1.1. Use the MAP Dashboard to analyze errors.

2.2.1.2. Determine root causes using short- or long-run performance reports.

2.2.2. Review Submission:

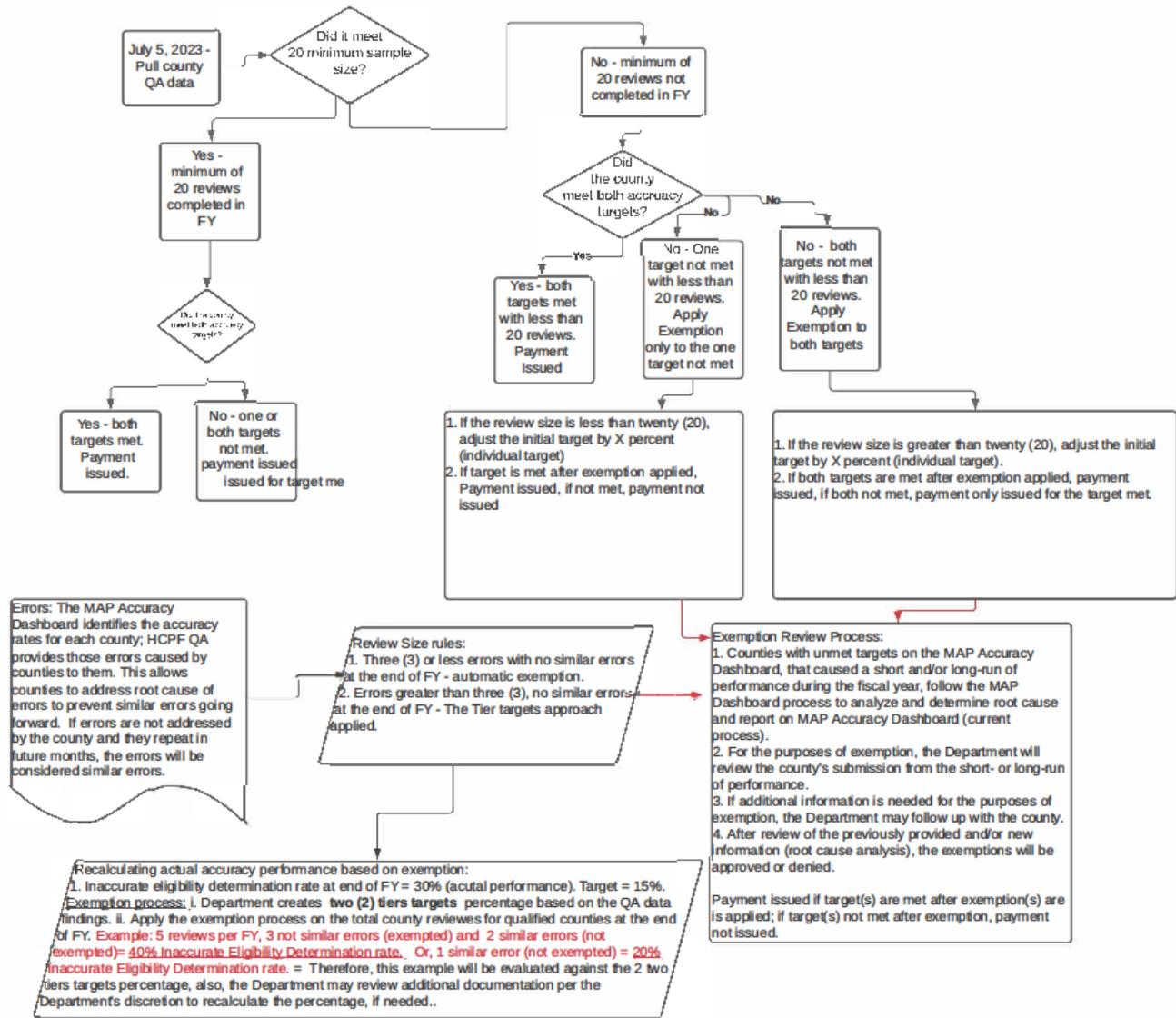
2.2.2.1. The Department reviews submitted justification.

- 2.2.3. Request for More Info:
  - 2.2.3.1. If needed, the Department may request additional documentation.
- 2.2.4. Exemption Approval:
  - 2.2.4.1. If errors are justifiable, exemption is granted.
  - 2.2.4.2. If not, the exemption is denied.
- 2.3. Final Rule: Payment issued only if the target(s) is met after exemption(s). If not, payment is denied.

### **3. ADDITIONAL NOTES**

- 3.1. Errors: MAP Accuracy Dashboard
  - 3.1.1. The dashboard identifies each county's errors.
  - 3.1.2. The Department discusses with counties to prevent similar errors from recurring.
  - 3.1.3. If errors are not addressed and repeated in future months, they will be counted as similar errors.
- 3.2. Review Size Rules
  - 3.2.1. Three or fewer errors with no similar errors at the end of the fiscal year, automatic exemption.
  - 3.2.2. More than three errors with no similar errors, exemption may be applied.
- 3.3. Recalculating Actual Accuracy Performance Based on Exemption
  - 3.3.1. Example:
    - 3.3.1.1. A county's target is 23.2% as reflected on the MAP Dashboard.
    - 3.3.1.2. Reviews Conducted: 12
    - 3.3.1.3. MAP Dashboard Total Reviews: 5
    - 3.3.1.4. Inaccurate Eligibility Determination: 41.7% ( $5 \div 12 = 41.7\%$ )
    - 3.3.1.5. Exemption Process – The Department creates two tier target percentages based on the EQA data findings and applies the exemption process on the total county reviews for qualified counties at the end of the fiscal year.
      - 3.3.1.5.1. Similar Errors: 2 ( $2 \div 12 = 17\%$ , not exempted)
      - 3.3.1.5.2. Not Similar Errors: 3 ( $3 \div 12 = 25\%$ , exempted)
    - 3.3.1.6. Revised Exemption-Adjusted Inaccuracy Eligibility Determination Rate: 16.7% ( $5 \text{ Reviews} - 3 \text{ Not Similar Errors (exemptions applied)} = 2, 2 \div 12 = 16.7\%$ )
    - 3.3.1.7. The Department may recalculate this percentage or request additional documentation at their discretion.

## Exhibit D: Review Sample Size Exemption Process Flow



## EXHIBIT E, SMALL, MEDIUM, AND LARGE COUNTY LIST

The table below categorizes counties as small, medium, or large for purposes of qualification of exemptions for timeliness and/or backlog incentives.

<b>Small Counties</b>	<b>Medium Counties</b>	<b>Large Counties</b>
Archuleta County	Alamosa County	Adams County
Baca County	Broomfield County	Arapahoe County
Bent County	Chaffee County	Boulder County
Cheyenne County	Conejos County	City & County of Denver
Clear Creek County	Delta County	El Paso County
Costilla County	Douglas County	Jefferson County
Crowley County	Eagle County	Larimer County
Custer County	Elbert County	Mesa County
Dolores County	Fremont County	Pueblo County
Gilpin County	Garfield County	Weld County
Grand County	Gunnison County	
Hinsdale County	Huerfano County	
Jackson County	La Plata County	
Kiowa County	Las Animas County	
Kit Carson County	Logan County	
Lake County	Moffat County	
Lincoln County	Montezuma County	
Mineral County	Montrose County	
Ouray County	Morgan County	
Phillips County	Otero County	
Pitkin County	Park County	
Rio Blanco County	Prowers County	
San Juan County	Rio Grande County	
San Miguel County	Routt County	
Sedgwick County	Saguache County	
Washington County	Summit County	
Yuma County	Teller County	

## EXHIBIT F, SAMPLE OPTION LETTER

### State Agency

Insert Department's or IHE's Full Legal Name

### Contractor

Insert Contractor's Full Legal Name

### Option Letter Number

Insert the Option Number (e.g. "1" for the first option)

### Original Contract Number

Insert CMS number or Other Contract Number of the Original Contract

### Option Contract Number

Insert CMS number or Other Contract Number of this Option

### Contract Performance Beginning Date

Month Day, Year

### Current Contract Expiration Date

Month Day, Year

### Current Contract Maximum Amount

Initial Term

State Fiscal Year 20xx: \$0.00

Extension Terms

State Fiscal Year 20xx: \$0.00

**Total for All State Fiscal Years: \$0.00**

### OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

### 1. REQUIRED PROVISIONS:

- A. For use with Option 1(A):

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

- B. For use with Options 1(B and C):

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

- C. For use with Option 1(D):

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

- D. For use with Option 1(E):

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

- E. For use with all Options that modify the Contract Maximum Amount:

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

above.

**2. OPTION EFFECTIVE DATE:**

The effective date of this Option Letter is upon approval of the State Controller or Month Day, Year, whichever is later.

**STATE OF COLORADO**

**Jared S. Polis, Governor**

INSERT: Name of Agency or IHE

INSERT: Name & Title of Head of Agency or

IHE

**STATE CONTROLLER**

**Robert Jaros, CPA, MBA, JD**

By: Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

By: Name & Title of Person Signing for Agency or IHE

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

Option Effective Date: \_\_\_\_\_

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