# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Agreement Amendment No. 5; Incentives

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:** 7/1/2019 **Term Ends:** 6/30/2020 **Grant Contract #:**

**Summary:**

These documents outline the County Incentives for Gunnison and Hinsdale Counties from Healthcare Policy and Finance FY 2019-2020

**Fiscal Impact:**

**Submitted by:** Brad Wheaton **Submitter's Email Address:** bradford.wheaton@state.co.us

**Finance Review:** (●) Required ( ) Not Required

Comments:
No concerns, ongoing agreement. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/12/2019

**County Attorney Review:** (●) Required ( ) Not Required

Comments:
ok db 6/13/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/13/2019 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/13/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/18/2019

*Revised April 2015*

# AGREEMENT AMENDMENT NO. 5

Original Agreement Routing Number 2015CMIP051A5

## 1. PARTIES

This Amendment to the above-referenced Original Agreement (hereinafter called the "Agreement") is entered into by and between the STATE OF COLORADO, acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called "Department" or "State."), and Gunnison County (hereinafter called "Contractor").

## 2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The Department shall not be liable to pay or reimburse for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

## 3. FACTUAL RECITALS

The Parties entered into the Agreement to create performance-related benchmarks for county departments of human/social services that achieve certain Performance Incentive Standards related to determining and redetermining Medicaid eligibility, those populations currently enrolled in Medicaid and cooperation with other Medicaid-related entities. The purpose of this Amendment is to add exhibits and update the Performance Incentives Standards.

## 4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

## 5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

## 6. MODIFICATIONS

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

**A.** Section 4, Definitions, Subsection B is hereby deleted in its entirety and replaced with the following:

B. Exhibits and other Attachments. The following documents are attached hereto and incorporated by reference herein:

Exhibit A-5, Statement of Work
Exhibit C, Small, Medium, Large County List

**B.** Section 7, Payments to Contractor, Subsection A, Maximum Amount, is hereby deleted in its entirety and replaced with the following:

A. Maximum Amount

The maximum amount payable under this Contract to Contractor by the Department is shown in the following table, as determined by the Department from available funds. Payments to the Contractor are limited to the unpaid obligated balance of the Contract at the rates set forth in **Exhibit B**. The maximum amount payable by the Department to the Contractor is:

| | |
|---|---|
| State Fiscal Year 2014-15 | $22,341.94 |
| State Fiscal Year 2015-16 | $24,863.19 |
| State Fiscal Year 2016-17 | $18,929.07 |
| State Fiscal Year 2017-18 | $19,470.43 |
| State Fiscal Year 2018-19 | $19,852.49 |
| State Fiscal Year 2019-20 | $27,489.55 |
| **Total for All State Fiscal Years** | $132,946.67 |

**C.** Exhibit A-4, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit A-5, Statement of Work, attached hereto and incorporated by reference into the Agreement. All references within the Agreement to Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3 or Exhibit A-4 shall be deemed to reference to Exhibit A-5.

**D.** Exhibit B, Rates, Section 1.4., SFY 2019-20 Incentives Payment Table, is hereby added as follows:

1.4. SFY 2019-20 Incentives Payment Table

| Incentive Payment Name | % of Funding | Payment Amount |
|---|---|---|
| Eligibility Performance Incentive Payment | 35% | $7,238.34 |
| Exceptional Eligibility Performance Incentive Payment | 5% | $1,034.05 |
| Training Performance Incentive Payment | 20% | $4,136.20 |
| Cybersecurity Performance Incentive Payment | 30% | $6,204.29 |
| Food Security Performance Incentive Payment | 10% | $2,068.10 |
| **Total Maximum Available for all Incentive Payments** | | **$20,680.98** |

**E.** Exhibit B, Rates, Section 2.4., State Fiscal Year (SFY) 2019-20 Pool Maximum County Share Table, is hereby added as follows:

2.4. SFY 2019-20 Pool Maximum County Share Table

| **Pool Name** | **Pool Maximum Distribution Amount** |
|---|---|
| **Total Maximum Available for all Pool Distributions** | **$6,808.57** |

## 7. START DATE

This Amendment shall take effect on its Effective Date.

## 8. ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

## 9. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, the Colorado General Assembly and/or grantor.

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**THE PARTIES HERETO HAVE EXECUTED THIS INTERAGENCY AGREEMENT**

Persons signing for Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

**STATE OF COLORADO**
John W. Hickenlooper, Governor

| Gunnison County | Department of Health Care Policy and Financing |
|---|---|
| By:_____ | By:_____ |
| | Kim Bimestefer<br>Executive Director |
| Date: _____ | Date: _____ |

**<u>ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u>**

**STATE CONTROLLER**
Robert Jaros, CPA, MBA, JD

By: _____
Department of Health Care Policy and Financing

Date: _____

# EXHIBIT A-5, STATEMENT OF WORK

## 1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.

1.1.2. Backlogged Determination – Any Untimely Determination that was not completed by the timeliness requirements as set in Section 1.1.11.

1.1.3. Backlogged Redetermination – Any Untimely Redetermination that was not completed by the timeliness requirements as set in Section 1.1.12.

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

1.1.5. Colorado Benefits Management System (CBMS) – the State's eligibility determination system.

1.1.6. Colorado Department of Human Services (CDHS) – The Colorado Department of Human Services connects Coloradans to assistance, resources and support for living independently in the state. CDHS is the state agency responsible for the administration of the Supplemental Nutrition Assistance Program.

1.1.7. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor's Office of Information Technology pursuant to §§24-37.5-401, *et seq*., C.R.S.

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 collects and analyzes data related to those payments.

1.1.9. 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).

1.1.10. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.11. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.

1.1.12. 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.

1.1.13. 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*.

1.1.14. Governor's Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq*. C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.

1.1.15. 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.

1.1.16. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program.

1.1.17. 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.

1.1.18. Information Technology Service Provider (ITSP) – A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.

1.1.19. Learning Management System (LMS) – the system utilized by the Health Care and Economic Security Staff Development Center to track course registration, completions and other training-related documentation for Medical Assistance training.

1.1.20. 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 aged at least 65 years or with a chronic or disabling condition.

1.1.21. Long Term Services and Supports (LTSS) – for the purposes of this Agreement, LTSS refers to determinations and redeterminations made for LTC, HCBS and PACE.

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

1.1.23. 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.

1.1.24. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.

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

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

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

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

1.1.27. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.

1.1.28. Supplemental Nutrition Assistance Program – This program exists to safeguard the health and well-being of low income, financially eligible households by providing food assistance benefits redeemable for food items at authorized retailers. Counties conduct eligibility determination based on state/federal rules and guidelines. An additional component of the program is SNAP Outreach. Colorado partners with four agencies: Benefits Data Trust, Benefits in Action, Care and Share Food Bank for Southern Colorado, Hunger Free Colorado for outreach services. These agencies work to simplify the SNAP application process, providing both over-the-phone and in-person application assistance throughout the state.

1.1.29. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.30. Timely Disenrollment – Processing a change in a member's circumstance and making a determination within fifteen (15) calendar days.

1.1.31. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member's new annual enrollment period begins.

1.1.32. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.33. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member's new annual enrollment period begins. This is based on the CBMS RRR Due Date.

## 2. COUNTY DETERMINATIONS

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

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

3.1. Systems Utilized to Determine Compliance

3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards.

3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's county, the Department may utilize data from the Colorado interChange system.

3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or

other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems will be defined in each applicable Performance Incentive Standard.

3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentive Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.

3.2. Communications Utilized to Determine Compliance

3.2.1. To fulfill the requirements in Exhibit A-5 Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.

3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Incentives Performance Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

## 4. PERFORMANCE INCENTIVES STANDARD PROGRAM

4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.

4.2. Eligibility Performance Incentive Standard

4.2.1. The Contractor may earn an Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets at least three (3) out of the four (4) following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.

4.2.1.1. Timeliness of Determinations and Redeterminations

4.2.1.1.1. The Contractor shall complete at least ninety-five percent (95%) of all Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.

4.2.1.1.2. The Department will total all Timely Determinations and Timely Redeterminations the Contractor completed within the Reporting Period and divide that by the total number of Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.2.1.1.3. Determining Compliance with the Timeliness of Determinations and Redeterminations

4.2.1.1.3.1. The Department will utilize the MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail to determine compliance with timeliness benchmark of the Eligibility Timeliness and Backlog Performance Incentive Standard.

4.2.1.1.3.2. The MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period to determine the Contractor's performance over the entire six-month Reporting Period.

4.2.1.2. Backlogged Determinations and Redeterminations

4.2.1.2.1. The Contractor's Backlogged Determinations average and Backlogged Redeterminations average at the end of each Reporting Period shall be within the limits described in the following table:

4.2.1.2.2. County Backlog Table

| | County Size | Limit |
|---|---|---|
| New Applications | | |
| | Large | ≤ 75 |
| | Medium | ≤ 10 |
| | Small | ≤ 3 |
| Redeterminations | | |
| | Large | ≤280 |
| | Medium | ≤28 |
| | Small | ≤10 |

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

4.2.1.2.3.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the Contractor's amount of Backlogged Determinations for each month of each Reporting Period.

4.2.1.2.3.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.

4.2.1.2.4. To determine the Backlogged Redeterminations average, the Department will total the Backlogged Redeterminations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.2.1.2.4.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the

Contractor's amount of Backlogged Redeterminations for each month of each Reporting Period.

4.2.1.2.4.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.

4.2.1.2.4.3. The Department will round both the Backlogged Determinations average and Backlogged Redeterminations average to the nearest whole number.

4.2.1.2.5. When a Determination or Redetermination is Considered Backlogged

4.2.1.2.5.1. A Determination or Redetermination will be considered backlogged for the First Reporting Period if the due date for the Determination or Redetermination is on or before December 31 and the Determination or Redetermination was not completed on or before the due date.

4.2.1.2.5.2. A Determination or Redetermination will be considered backlogged for the Second Reporting Period if the due date for the Determination or Redetermination is on or before June 30 and the Determination or Redetermination was not completed on or before the due date.

4.2.1.3. Timeliness of LTSS Determinations and Redeterminations

4.2.1.3.1. The Contractor shall complete at least ninety-five percent (95%) of all LTC, HCBS, and PACE Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.

4.2.1.3.1.1. The Department will total all Timely Determinations and Timely Redeterminations for LTC, HCBS, and PACE the Contractor completed within the Reporting Period and divide that by the total number of LTC, HCBS, and PACE Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.2.1.3.1.2. Determining Compliance with the Timeliness of LTSS Determinations and Redeterminations

4.2.1.3.1.2.1. The Department will utilize the MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail to determine compliance with the timeliness benchmarks of the LTSS Performance Incentive Standard.

4.2.1.3.1.2.2. The MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period.

4.2.1.4. Timeliness of Case Maintenance and Disenrollment

4.2.1.4.1. The Contractor shall process changes in a member's circumstance within fifteen (15) calendar days and shall complete eighty-five percent (85%) of the Contractor's disenrollments within fifteen (15) calendar days.

4.2.1.4.1.1. Processing and Timeframes for a Member's Change in Circumstances

4.2.1.4.1.1.1. The Contractor shall process all member and partner agency-reported change in circumstances within fifteen (15) calendar days.

4.2.1.4.1.1.2. The fifteen (15) calendar day clock begins on the date the member's change in circumstance is reported to the Contractor and ends on the date the eligibility determination based on the change is authorized in CBMS.

4.2.1.4.1.1.3. The fifteen (15) calendar day benchmark applies to changes reported by a member, by a partner agency such as the Single Entry Point or Community Centered Board or external agencies such as nursing facilities.

4.2.1.4.1.1.4. The Contractor shall not pre-screen changes in circumstances to determine if the change results in a disenrollment. The Contractor shall process the change in circumstance by entering the information into CBMS within fifteen (15) calendar days.

4.2.1.4.1.1.5. The Contractor shall follow existing policy and operational guidance for entering information relating to a change in circumstances into CBMS.

4.2.1.4.1.1.5.1. The calculation for Timely Disenrollments is based on data entry into CBMS. The Contractor shall ensure that information is correctly entered into CBMS, including the date the change in circumstance was reported, to ensure the Timely Disenrollment calculation is accurate.

4.2.1.4.1.2. Timely Disenrollments

4.2.1.4.1.2.1. The Contractor will disenroll all members where a change in circumstance has resulted in ineligibility within fifteen (15) calendar days.

4.2.1.4.1.3. Determining Compliance for Timely Disenrollments

4.2.1.4.1.3.1. The Department will utilize the MA Disenrollment Processing Times Report to determine the Contractor's compliance with the Timely Disenrollment percentage.

4.2.1.4.1.3.2. The MA Disenrollment Processing Times Report will be pulled the second Monday of the first month after the end of each Reporting Period.

4.2.1.4.1.3.3. To determine the Contractor's percentage of timely disenrollments, the Department will take the total number of timely disenrollments over each Reporting Period and divide that by the total number of disenrollments completed. The Department will round the number to two decimal places.

4.2.2. Small County and Sample Size Exceptions

4.2.2.1.1. If the Contractor processes a total of two-hundred and forty (240) or fewer Determinations and two-hundred and forty (240) or fewer Redeterminations per month, the Contractor shall be deemed to have met the timeliness percentage of the Eligibility Performance Incentive Standard so long as they had eighteen (18)

or fewer Untimely Determinations/Redeterminations during that Reporting Period.

4.2.2.1.2. If the Contractor processes a total of ten (10) or fewer LTSS Determinations and twenty (20) or fewer LTSS Redeterminations per Reporting Period, the Contractor shall be deemed to have met the LTSS timeliness percentage benchmark for the Eligibility Performance Incentive Standard so long as they had six (6) or fewer Untimely LTSS Determinations and Untimely LTSS Redeterminations during that Reporting Period.

4.2.2.1.3. If the Contractor processes a total of eight (8) or fewer disenrollments during any given month, the Contractor shall be deemed to have met the Timely Disenrollment percentage benchmark for the Eligibility Performance Incentive Standard so long as they had at least sixty percent (60%) of disenrollments as Timely Disenrollments.

4.2.2.1.4. There are no Small County or Sample Size Exceptions for backlogged Determinations and Redeterminations.

4.2.3. Exemptions for Unusual Circumstances

4.2.3.1. The Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Redeterminations benchmark as described in section 4.2.1.1, failure to meet Backlogged Determinations and Redeterminations benchmark as described in section 4.2.1.2 or failure to meet the Timeliness of LTSS Determinations and Redeterminations benchmark as described in section 4.2.1.3.

4.2.3.1.1. The Contractor is not eligible to request an exemption for unusual circumstances for failure to meet the Timeliness of Case Maintenance and Disenrollment benchmark as described in section 4.2.1.4.

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

4.2.4. BENCHMARK: Three (3) out of the following four (4): 95% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages over each Reporting Period below limit based on county size as described in section 4.2.1.2.; 95% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.

4.3. Exceptional Eligibility Performance Incentive Standard

4.3.1. The Contractor may earn an Exceptional Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets all four (4) of following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.

4.3.2. BENCHMARK: Four (4) out of the following four (4): 95.00% timeliness average over each Reporting Period for determinations and redeterminations as described in

section 4.2.1.1; backlogged determination and redetermination averages over each Reporting Period below limit based on county size as described in section 4.2.1.2.; 95.00% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85.00%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.

4.4. Training Performance Incentive Standard

4.4.1. The Contractor may earn the Training Performance Incentive Payment for each Reporting Period if at least seventy five percent (75%) of its eligibility technicians and/or supervisors complete the required number of training hours as described in section 4.4. The Contractor's staff that are subject to the Training Performance Incentive Standard requirement is described in section 4.4.1.1.

4.4.1.1. Staff Subject to Training Performance Incentive Standard and Training Hours Requirement

4.4.1.1.1. The eligibility technician and/or supervisor will be responsible for eight (8) hours of training in the contractual period if the eligibility technician and/or supervisor has the security profile to authorize Medical Assistance as described in section 4.4.1.1.4.

4.4.1.1.2. The eight (8) hours of training shall be completed from the list of approved trainings provided by the Department. The list of approved trainings will be provided to the Contractor at implementation and will be posted on the Department's County Administration website.

4.4.1.1.3. Trainings from the Approved Training List can be trained by the Staff Development Center (SDC) or an SDC-certified trainer using SDC-approved materials.

4.4.1.1.4. Management and Eligibility Enrollment Specialist (EES) CBMS access users are subject to the Training Performance Incentive Standard.

4.4.1.2. Training Completion Timeframes and Previously Completed Trainings

4.4.1.2.1. The required amount of training can be completed during the First and Second Reporting Periods, if the required amount is met by the conclusion of the Second Reporting Period.

4.4.1.2.2. The Contractor's staff may re-take a previously completed course and be granted credit so long as the course was not originally taken within the current fiscal year.

4.4.1.2.2.1. Courses re-taken from a previous fiscal year shall be tracked per the requirements in section 4.4.1.3.2.

4.4.1.3. Determining Compliance with the Training Performance Incentive Standard

4.4.1.3.1. The Contractor shall log all eligible training hours in the Department's Learning Management System (LMS). Only training hours logged in the LMS system will count towards the Training Performance Incentive Standard.

4.4.1.3.1.1. Only eligible trainings as found on the list of approved trainings should be logged in LMS via the Add External Training feature.

4.4.1.3.1.2. Trainings added via Add External Training that are not included on the list of approved trainings will be rejected.

4.4.1.3.1.3. External Training requests must match the amount of training hours offered as described on the list of approved trainings. External Training requests that request more hours than described on the list of approved trainings will be denied.

4.4.1.3.2. Courses re-taken shall be manually added into the LMS by utilizing the Add External Training feature.

4.4.1.3.2.1. If a course has not yet been completed in the LMS, then the Contractor's staff shall register for the course through the standard course registration process and not request approval via Add External Training feature.

4.4.1.3.3. To determine compliance with the required number of training hours, the Department will request data on users with security profiles listed in section 4.4.2.3. A cross-comparison with the security profiles data pull and LMS completion reports will determine if the Contractor complied with the seventy five percent (75%) requirement for the Training Performance Incentive Standard.

4.4.2. BENCHMARK: 75% of eligibility technicians and supervisors with security profiles listed in section 4.4.2.3 complete eight (8) hours of training from the Approved Training List within the contract period as described in section 4.4.1.

4.5. Cybersecurity Performance Incentive Standard

4.5.1. The Contractor may earn a Cybersecurity Performance Incentive Payment for each Reporting Period in which the Contractor submits the required deliverables relating to cybersecurity standards and remediation plans for the Colorado Information Security Policies (CISP) as described in section 4.5.

4.5.2. First Reporting Period Deliverable

4.5.2.1. No later than the semi-annual reporting due date for the First Reporting Period, the Contractor shall submit to the Department a signed Memorandum of Understanding (MOU) or similar document, created collaboratively between the Department and the Contractor, regarding compliance with the CISPs, data privacy and/or sharing or other cybersecurity standards to be addressed.

4.5.2.1.1. The Contractor shall ensure that the cybersecurity agreement is implemented in the Contractor's county within a reasonable timeframe. Implementation may or may not depend on compliance with the CISPs and the Contractor's Remediation Plan for the CISPs, as described in section 4.5, will also consider the cybersecurity agreement mentioned in section 4.5.2.1.

4.5.3. Second Reporting Period Deliverable

4.5.3.1. No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall review whether its IT systems and other data privacy and protection safeguards comply with the CISPs. If the Contractor is not in compliance, the Contractor shall create and submit a Remediation Plan. The Remediation Plan will address areas of non-compliance and set a timeline to gain compliance.

4.5.3.1.1. In instances where the Contractor's ITSP is OIT, OIT shall be responsible for CISP compliance only for those CISPs which OIT manages on behalf of the Contractor.

4.5.3.1.1.1. The Contractor shall not be responsible for compliance with the CISPs for any policies which are the responsibility of OIT or the State.

4.5.3.1.2. Full compliance with the CISPs does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, through the Remediation Plan, shall create a reasonable timeframe for which it would gain CISP compliance, considering workload, funding and other factors.

4.5.4. DELIVERABLES: Signed cybersecurity MOU submitted no later than the semi-annual due date for the First Reporting Period; completed Remediation Plan submitted no later than the semi-annual due date for the Second Reporting Period.

4.6. Food Security Performance Incentive Standard

4.6.1. The Contractor may earn a Food Security Performance Incentive Payment for both Reporting Periods in which the Contractor meets its specified benchmark relating to the percentage of Health First Colorado members who have a corresponding enrollment in the SNAP as described in section 4.6.

4.6.1.1. Percentage of Health First Colorado members with enrollment in SNAP

4.6.1.1.1. The Contractor shall increase the percentage of Health First Colorado members with enrollment in SNAP. The percentage increase and the overall Food Security benchmark will be mutually agreed-upon by the Department and CDHS. The benchmark will be communicated to the Contractor through the HCPF Memo Series.

4.6.1.1.2. Determining Compliance with the Food Security benchmark

4.6.1.1.2.1. The Department will total the number of Health First Colorado members with SNAP enrollment and divide that by the total number of all Health First Colorado members in the Contractor's county.

4.6.1.1.2.2. The Department and CDHS will utilize a cross-systems data pull to determine compliance with the benchmark of the Food Security Performance Incentive Standard.

4.6.1.1.2.2.1. The numerator and denominator of the benchmark will exclude any relevant populations (e.g. IPV, E&T sanctions) as mutually determined by the Department and CDHS. The populations excluded will be communicated through the HCPF Memo Series.

4.6.1.1.3. The Contractor has the option to document its efforts to meet the Food Security benchmark through an outreach plan or similar written documentation. The written documentation is not required to be submitted to the Department as a contract deliverable.

4.6.2. BENCHMARK: Enrollment benchmark of Medicaid members who have a corresponding enrollment in SNAP in section 4.6. Enrollment benchmark will be communicated through the HCPF Memo Series.

## 5. SEMI-ANNUAL REPORTING

5.1.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis.

5.1.1.1. For the First Reporting Period, the Contractor will submit the following documentation:

5.1.1.1.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks.

5.1.1.1.2. Any Cybersecurity Performance Incentive Standard Memorandums of Understanding (MOU), Remediation Plans or other documents listed as deliverables under this agreement.

5.1.1.1.3. DUE DATE: January 5, 2020

5.1.1.2. For the Second Reporting Period, the Contractor will submit the following documentation:

5.1.1.2.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks.

5.1.1.2.2. Any Cybersecurity Performance Incentive Standard Memorandums of Understanding (MOU), Remediation Plans or other documents listed as deliverables under this agreement.

5.1.1.2.3. DUE DATE: July 5, 2020

## 6. EXEMPTIONS

6.1. Exemptions for Unusual Circumstances for the Eligibility Performance Incentive Standard and the Exceptional Eligibility Performance Incentive Standard

6.1.1. If a Determination or Redetermination is delayed for unusual circumstances as defined under 10 C.C.R. 2505-8.100.3.D (d), the Contractor is eligible to submit an exemption form.

6.1.1.1. The Department will not include any Untimely Determinations/Redeterminations in its calculation of the Eligibility Performance Incentive Standard if the Department has approved that Untimely Determination/Redetermination as being untimely because of unusual circumstances as specified in section 6.1.1.

6.1.1.2. The Contractor shall be responsible for submitting one (1) exemption form that details each of the cases for which the Contractor is requesting an exemption.

6.1.1.3. The Contractor shall provide adequate information on the exemption form for the Department to quantify personnel issues if the Contractor requests an exemption due to staff vacancies, staff training, or other personnel issues.

6.1.1.3.1. Exemption requests based on staff vacancies and trainings, personnel or other related issues will only be considered in exceptional circumstances. The Department reserves the right to deny exemption requests

6.1.2. The Department may approve or reject any request for Untimely Determination/Redetermination exemptions and may limit the total number of exempted Untimely Determinations/Redeterminations for the Eligibility Performance Incentive Standard.

6.1.2.1. The Department will deny exemption requests that do not meet timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and Section 1.1.12 due to the fault of the Contractor and/or any exemption requests based on the following:

6.1.2.1.1. Failure of the Contractor to timely act on a Determination or Redetermination which resulted in a failure to meet the timeliness requirements in Sections 1.1.11 and 1.1.12.

6.1.2.1.2. Failure of the Contractor to act on client verification that was submitted timely which was requested for a Determination or Redetermination.

6.1.2.1.3. Failure of the Contractor to manually authorize a Determination or Redetermination with a mass update exception.

6.1.2.1.4. Failure of the Contractor to manually authorize a Redetermination when the auto re-enrollment or Ex Parte processes were not successful.

6.1.2.1.5. Failure of the Contractor to pull all applicable COGNOS reports for the purposes of fulfilling Exhibit A-5, Statement of Work.

6.1.2.2. 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.

6.1.2.2.1. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.

6.1.2.3. The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.

6.2. Exemptions for Unusual Circumstances for Performance Incentive Standards other than the Eligibility Performance Incentive Standard

6.2.1. Exemptions for unusual circumstances will not be considered for any Performance Incentive Standard listed under section 6.2.1.

6.2.1.1. Training Performance Incentive Standard

6.2.1.2. Cybersecurity Performance Incentive Standard

6.2.1.3. Food Security Performance Incentive Standard

6.2.2. The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption for unusual circumstances.

## 7. NOTIFICATIONS

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

7.1.1. The Contractor's Reporting Period Status Report will only detail which Incentive Performance Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Incentive Performance Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Standards.

7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were met and how much Performance Incentive Payments were earned by the Contractor.

7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor shall have disputed that result based on the Reporting Period Status Report.

7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.

7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.

7.4.1. If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.

7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.

7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in section 7, Dispute Resolution.

## 8. DISPUTE RESOLUTION

8.1. Opportunity and Timeframe for Dispute Resolution

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

8.1.1.1.1. The final Status Report cannot be disputed per section 7.2.1.

8.1.1.2. The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.

8.1.1.3. If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

8.2. Allowable Disputes

8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

8.2.1.1. The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.

8.2.1.2. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.

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

8.2.1.3.1. The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data truly conflicts with the Department's data.

8.2.1.3.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.

8.2.2. The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

8.3. Nonallowable Disputes

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

8.3.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

8.3.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.

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

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

8.3.1.5. Any exemption requests for unusual circumstances for other Performance Incentive Standards other than those listed in 8.3.1.4.

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

## 9. COMPENSATION

9.1. Compensation

9.1.1. Performance Incentive Payment

9.1.1.1. The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

9.1.1.1.1. The Department shall pay the Contractor an Eligibility Performance Standard Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.2. The Department shall pay the Contractor a Training Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.3. The Department shall pay the Contractor a Cybersecurity Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.4. The Department shall pay the Contractor a Food Security Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.2. Remaining Funds Incentive Pool Payment

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

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

9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2. Each of the base Performance Incentive Payments from the Training Performance Incentive Standard, the Cybersecurity Performance Incentive Standard and the Food Security Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.

9.1.2.1.1.2.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments for the Eligibility Performance Incentive Standard only if the Contractor was in compliance with the Exceptional Eligibility Performance Incentive Standard.

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

9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:

9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

9.2. Payment Procedures

9.2.1. The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive benchmarks were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

9.2.1.1. If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.

9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period.

9.2.3. The Department may add any unearned funds from the First Reporting Period into to the Second Reporting Period allocation for any SFY.

9.2.3.1. The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).

9.2.4. The Department may use any unearned Second Reporting Period Incentive Performance Payments during the county administration close out process.

# EXHIBIT C, SMALL, MEDIUM AND LARGE COUNTY LIST

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

**Small**

Archuleta
Baca
Bent
Cheyenne
Clear Creek
Costilla
Crowley
Custer
Dolores
Elbert
Gilpin
Grand
Gunnison
Hinsdale
Jackson
Kiowa
Kit Carson
Lake
Lincoln
Mineral
Ouray
Park
Phillips
Pitkin
Rio Blanco
Routt
San Juan
San Miguel
Sedgwick
Summit
Washington
Yuma

**Medium**

Alamosa
Broomfield
Chaffee
Conejos
Delta
Douglas
Eagle
Fremont
Garfield
Huerfano
La Plata
Las Animas
Logan
Moffat
Montezuma
Montrose
Morgan
Otero
Prowers
Rio Grande
Saguache
Teller

**Large**

Adams
Arapahoe
Boulder
Denver
El Paso
Jefferson
Larimer
Mesa
Pueblo
Weld

# AGREEMENT AMENDMENT NO. 5

Original Agreement Routing Number 2015CMIP053A5

## 1. PARTIES

This Amendment to the above-referenced Original Agreement (hereinafter called the "Agreement") is entered into by and between the STATE OF COLORADO, acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called "Department" or "State."), and Hinsdale County (hereinafter called "Contractor").

## 2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The Department shall not be liable to pay or reimburse for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

## 3. FACTUAL RECITALS

The Parties entered into the Agreement to create performance-related benchmarks for county departments of human/social services that achieve certain Performance Incentive Standards related to determining and redetermining Medicaid eligibility, those populations currently enrolled in Medicaid and cooperation with other Medicaid-related entities. The purpose of this Amendment is to add exhibits and update the Performance Incentives Standards.

## 4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

## 5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

## 6. MODIFICATIONS

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

**A.** Section 4, Definitions, Subsection B is hereby deleted in its entirety and replaced with the following:

B. Exhibits and other Attachments. The following documents are attached hereto and incorporated by reference herein:

Exhibit A-5, Statement of Work
Exhibit C, Small, Medium, Large County List

**B.** Section 7, Payments to Contractor, Subsection A, Maximum Amount, is hereby deleted in its entirety and replaced with the following:

A. Maximum Amount

The maximum amount payable under this Contract to Contractor by the Department is shown in the following table, as determined by the Department from available funds. Payments to the Contractor are limited to the unpaid obligated balance of the Contract at the rates set forth in **Exhibit B**. The maximum amount payable by the Department to the Contractor is:

| | |
|---|---|
| State Fiscal Year 2014-15 | |
| State Fiscal Year 2015-16 | |
| State Fiscal Year 2016-17 | $5,484.34 |
| State Fiscal Year 2017-18 | $4,900.35 |
| State Fiscal Year 2018-19 | $5,841.76 |
| State Fiscal Year 2019-20 | $7,635.99 |
| **Total for All State Fiscal Years** | $23,862.44 |

**C.** Exhibit A-4, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit A-5, Statement of Work, attached hereto and incorporated by reference into the Agreement. All references within the Agreement to Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3 or Exhibit A-4 shall be deemed to reference to Exhibit A-5.

**D.** Exhibit B, Rates, Section 1.4., SFY 2019-20 Incentives Payment Table, is hereby added as follows:

1.4. SFY 2019-20 Incentives Payment Table

| Incentive Payment Name | % of Funding | Payment Amount |
|---|---|---|
| Eligibility Performance Incentive Payment | 35% | $2,010.65 |
| Exceptional Eligibility Performance Incentive Payment | 5% | $287.24 |
| Training Performance Incentive Payment | 20% | $1,148.94 |
| Cybersecurity Performance Incentive Payment | 30% | $1,723.42 |
| Food Security Performance Incentive Payment | 10% | $574.47 |
| **Total Maximum Available for all Incentive Payments** | | **$5,744.72** |

**E.** Exhibit B, Rates, Section 2.4., State Fiscal Year (SFY) 2019-20 Pool Maximum County Share Table, is hereby added as follows:

2.4. SFY 2019-20 Pool Maximum County Share Table

| **Pool Name** | **Pool Maximum Distribution Amount** |
|---|---|
| **Total Maximum Available for all Pool Distributions** | **$1,891.27** |

## 7. START DATE

This Amendment shall take effect on its Effective Date.

## 8. ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

## 9. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, the Colorado General Assembly and/or grantor.

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**THE PARTIES HERETO HAVE EXECUTED THIS INTERAGENCY AGREEMENT**

Persons signing for Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

**STATE OF COLORADO**
John W. Hickenlooper, Governor

| Hinsdale County | Department of Health Care Policy and Financing |
|---|---|
| By:_____ | By:_____ |
| | Kim Bimestefer<br>Executive Director |
| Date: _____ | Date: _____ |

**<u>ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u>**

**STATE CONTROLLER**
Robert Jaros, CPA, MBA, JD

By: _____
Department of Health Care Policy and Financing

Date: _____

# EXHIBIT A-5, STATEMENT OF WORK

## 1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.

1.1.2. Backlogged Determination – Any Untimely Determination that was not completed by the timeliness requirements as set in Section 1.1.11.

1.1.3. Backlogged Redetermination – Any Untimely Redetermination that was not completed by the timeliness requirements as set in Section 1.1.12.

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

1.1.5. Colorado Benefits Management System (CBMS) – the State's eligibility determination system.

1.1.6. Colorado Department of Human Services (CDHS) – The Colorado Department of Human Services connects Coloradans to assistance, resources and support for living independently in the state. CDHS is the state agency responsible for the administration of the Supplemental Nutrition Assistance Program.

1.1.7. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor's Office of Information Technology pursuant to §§24-37.5-401, *et seq*., C.R.S.

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 collects and analyzes data related to those payments.

1.1.9. 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).

1.1.10. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.11. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.

1.1.12. 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.

1.1.13. 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*.

1.1.14. Governor's Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq*. C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.

1.1.15. 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.

1.1.16. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program.

1.1.17. 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.

1.1.18. Information Technology Service Provider (ITSP) – A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.

1.1.19. Learning Management System (LMS) – the system utilized by the Health Care and Economic Security Staff Development Center to track course registration, completions and other training-related documentation for Medical Assistance training.

1.1.20. 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 aged at least 65 years or with a chronic or disabling condition.

1.1.21. Long Term Services and Supports (LTSS) – for the purposes of this Agreement, LTSS refers to determinations and redeterminations made for LTC, HCBS and PACE.

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

1.1.23. 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.

1.1.24. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.

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

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

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

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

1.1.27. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.

1.1.28. Supplemental Nutrition Assistance Program – This program exists to safeguard the health and well-being of low income, financially eligible households by providing food assistance benefits redeemable for food items at authorized retailers. Counties conduct eligibility determination based on state/federal rules and guidelines. An additional component of the program is SNAP Outreach. Colorado partners with four agencies: Benefits Data Trust, Benefits in Action, Care and Share Food Bank for Southern Colorado, Hunger Free Colorado for outreach services. These agencies work to simplify the SNAP application process, providing both over-the-phone and in-person application assistance throughout the state.

1.1.29. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.30. Timely Disenrollment – Processing a change in a member's circumstance and making a determination within fifteen (15) calendar days.

1.1.31. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member's new annual enrollment period begins.

1.1.32. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.33. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member's new annual enrollment period begins. This is based on the CBMS RRR Due Date.

## 2. COUNTY DETERMINATIONS

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

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

3.1. Systems Utilized to Determine Compliance

3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards.

3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's county, the Department may utilize data from the Colorado interChange system.

3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or

other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems will be defined in each applicable Performance Incentive Standard.

3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentive Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.

3.2. Communications Utilized to Determine Compliance

3.2.1. To fulfill the requirements in Exhibit A-5 Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.

3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Incentives Performance Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

## 4. PERFORMANCE INCENTIVES STANDARD PROGRAM

4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.

4.2. Eligibility Performance Incentive Standard

4.2.1. The Contractor may earn an Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets at least three (3) out of the four (4) following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.

4.2.1.1. Timeliness of Determinations and Redeterminations

4.2.1.1.1. The Contractor shall complete at least ninety-five percent (95%) of all Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.

4.2.1.1.2. The Department will total all Timely Determinations and Timely Redeterminations the Contractor completed within the Reporting Period and divide that by the total number of Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.2.1.1.3. Determining Compliance with the Timeliness of Determinations and Redeterminations

4.2.1.1.3.1. The Department will utilize the MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail to determine compliance with timeliness benchmark of the Eligibility Timeliness and Backlog Performance Incentive Standard.

4.2.1.1.3.2. The MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period to determine the Contractor's performance over the entire six-month Reporting Period.

4.2.1.2. Backlogged Determinations and Redeterminations

4.2.1.2.1. The Contractor's Backlogged Determinations average and Backlogged Redeterminations average at the end of each Reporting Period shall be within the limits described in the following table:

4.2.1.2.2. County Backlog Table

| | County Size | Limit |
|---|---|---|
| New Applications | | |
| | Large | ≤ 75 |
| | Medium | ≤ 10 |
| | Small | ≤ 3 |
| Redeterminations | | |
| | Large | ≤280 |
| | Medium | ≤28 |
| | Small | ≤10 |

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

4.2.1.2.3.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the Contractor's amount of Backlogged Determinations for each month of each Reporting Period.

4.2.1.2.3.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.

4.2.1.2.4. To determine the Backlogged Redeterminations average, the Department will total the Backlogged Redeterminations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.2.1.2.4.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the

Contractor's amount of Backlogged Redeterminations for each month of each Reporting Period.

4.2.1.2.4.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.

4.2.1.2.4.3. The Department will round both the Backlogged Determinations average and Backlogged Redeterminations average to the nearest whole number.

4.2.1.2.5. When a Determination or Redetermination is Considered Backlogged

4.2.1.2.5.1. A Determination or Redetermination will be considered backlogged for the First Reporting Period if the due date for the Determination or Redetermination is on or before December 31 and the Determination or Redetermination was not completed on or before the due date.

4.2.1.2.5.2. A Determination or Redetermination will be considered backlogged for the Second Reporting Period if the due date for the Determination or Redetermination is on or before June 30 and the Determination or Redetermination was not completed on or before the due date.

4.2.1.3. Timeliness of LTSS Determinations and Redeterminations

4.2.1.3.1. The Contractor shall complete at least ninety-five percent (95%) of all LTC, HCBS, and PACE Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.

4.2.1.3.1.1. The Department will total all Timely Determinations and Timely Redeterminations for LTC, HCBS, and PACE the Contractor completed within the Reporting Period and divide that by the total number of LTC, HCBS, and PACE Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.2.1.3.1.2. Determining Compliance with the Timeliness of LTSS Determinations and Redeterminations

4.2.1.3.1.2.1. The Department will utilize the MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail to determine compliance with the timeliness benchmarks of the LTSS Performance Incentive Standard.

4.2.1.3.1.2.2. The MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period.

4.2.1.4. Timeliness of Case Maintenance and Disenrollment

4.2.1.4.1. The Contractor shall process changes in a member's circumstance within fifteen (15) calendar days and shall complete eighty-five percent (85%) of the Contractor's disenrollments within fifteen (15) calendar days.

4.2.1.4.1.1. Processing and Timeframes for a Member's Change in Circumstances

4.2.1.4.1.1.1. The Contractor shall process all member and partner agency-reported change in circumstances within fifteen (15) calendar days.

4.2.1.4.1.1.2. The fifteen (15) calendar day clock begins on the date the member's change in circumstance is reported to the Contractor and ends on the date the eligibility determination based on the change is authorized in CBMS.

4.2.1.4.1.1.3. The fifteen (15) calendar day benchmark applies to changes reported by a member, by a partner agency such as the Single Entry Point or Community Centered Board or external agencies such as nursing facilities.

4.2.1.4.1.1.4. The Contractor shall not pre-screen changes in circumstances to determine if the change results in a disenrollment. The Contractor shall process the change in circumstance by entering the information into CBMS within fifteen (15) calendar days.

4.2.1.4.1.1.5. The Contractor shall follow existing policy and operational guidance for entering information relating to a change in circumstances into CBMS.

4.2.1.4.1.1.5.1. The calculation for Timely Disenrollments is based on data entry into CBMS. The Contractor shall ensure that information is correctly entered into CBMS, including the date the change in circumstance was reported, to ensure the Timely Disenrollment calculation is accurate.

4.2.1.4.1.2. Timely Disenrollments

4.2.1.4.1.2.1. The Contractor will disenroll all members where a change in circumstance has resulted in ineligibility within fifteen (15) calendar days.

4.2.1.4.1.3. Determining Compliance for Timely Disenrollments

4.2.1.4.1.3.1. The Department will utilize the MA Disenrollment Processing Times Report to determine the Contractor's compliance with the Timely Disenrollment percentage.

4.2.1.4.1.3.2. The MA Disenrollment Processing Times Report will be pulled the second Monday of the first month after the end of each Reporting Period.

4.2.1.4.1.3.3. To determine the Contractor's percentage of timely disenrollments, the Department will take the total number of timely disenrollments over each Reporting Period and divide that by the total number of disenrollments completed. The Department will round the number to two decimal places.

4.2.2. Small County and Sample Size Exceptions

4.2.2.1.1. If the Contractor processes a total of two-hundred and forty (240) or fewer Determinations and two-hundred and forty (240) or fewer Redeterminations per month, the Contractor shall be deemed to have met the timeliness percentage of the Eligibility Performance Incentive Standard so long as they had eighteen (18)

or fewer Untimely Determinations/Redeterminations during that Reporting Period.

4.2.2.1.2. If the Contractor processes a total of ten (10) or fewer LTSS Determinations and twenty (20) or fewer LTSS Redeterminations per Reporting Period, the Contractor shall be deemed to have met the LTSS timeliness percentage benchmark for the Eligibility Performance Incentive Standard so long as they had six (6) or fewer Untimely LTSS Determinations and Untimely LTSS Redeterminations during that Reporting Period.

4.2.2.1.3. If the Contractor processes a total of eight (8) or fewer disenrollments during any given month, the Contractor shall be deemed to have met the Timely Disenrollment percentage benchmark for the Eligibility Performance Incentive Standard so long as they had at least sixty percent (60%) of disenrollments as Timely Disenrollments.

4.2.2.1.4. There are no Small County or Sample Size Exceptions for backlogged Determinations and Redeterminations.

4.2.3. Exemptions for Unusual Circumstances

4.2.3.1. The Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Redeterminations benchmark as described in section 4.2.1.1, failure to meet Backlogged Determinations and Redeterminations benchmark as described in section 4.2.1.2 or failure to meet the Timeliness of LTSS Determinations and Redeterminations benchmark as described in section 4.2.1.3.

4.2.3.1.1. The Contractor is not eligible to request an exemption for unusual circumstances for failure to meet the Timeliness of Case Maintenance and Disenrollment benchmark as described in section 4.2.1.4.

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

4.2.4. BENCHMARK: Three (3) out of the following four (4): 95% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages over each Reporting Period below limit based on county size as described in section 4.2.1.2.; 95% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.

4.3. Exceptional Eligibility Performance Incentive Standard

4.3.1. The Contractor may earn an Exceptional Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets all four (4) of following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.

4.3.2. BENCHMARK: Four (4) out of the following four (4): 95.00% timeliness average over each Reporting Period for determinations and redeterminations as described in

section 4.2.1.1; backlogged determination and redetermination averages over each Reporting Period below limit based on county size as described in section 4.2.1.2.; 95.00% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85.00%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.

4.4. Training Performance Incentive Standard

4.4.1. The Contractor may earn the Training Performance Incentive Payment for each Reporting Period if at least seventy five percent (75%) of its eligibility technicians and/or supervisors complete the required number of training hours as described in section 4.4. The Contractor's staff that are subject to the Training Performance Incentive Standard requirement is described in section 4.4.1.1.

4.4.1.1. Staff Subject to Training Performance Incentive Standard and Training Hours Requirement

4.4.1.1.1. The eligibility technician and/or supervisor will be responsible for eight (8) hours of training in the contractual period if the eligibility technician and/or supervisor has the security profile to authorize Medical Assistance as described in section 4.4.1.1.4.

4.4.1.1.2. The eight (8) hours of training shall be completed from the list of approved trainings provided by the Department. The list of approved trainings will be provided to the Contractor at implementation and will be posted on the Department's County Administration website.

4.4.1.1.3. Trainings from the Approved Training List can be trained by the Staff Development Center (SDC) or an SDC-certified trainer using SDC-approved materials.

4.4.1.1.4. Management and Eligibility Enrollment Specialist (EES) CBMS access users are subject to the Training Performance Incentive Standard.

4.4.1.2. Training Completion Timeframes and Previously Completed Trainings

4.4.1.2.1. The required amount of training can be completed during the First and Second Reporting Periods, if the required amount is met by the conclusion of the Second Reporting Period.

4.4.1.2.2. The Contractor's staff may re-take a previously completed course and be granted credit so long as the course was not originally taken within the current fiscal year.

4.4.1.2.2.1. Courses re-taken from a previous fiscal year shall be tracked per the requirements in section 4.4.1.3.2.

4.4.1.3. Determining Compliance with the Training Performance Incentive Standard

4.4.1.3.1. The Contractor shall log all eligible training hours in the Department's Learning Management System (LMS). Only training hours logged in the LMS system will count towards the Training Performance Incentive Standard.

4.4.1.3.1.1. Only eligible trainings as found on the list of approved trainings should be logged in LMS via the Add External Training feature.

4.4.1.3.1.2. Trainings added via Add External Training that are not included on the list of approved trainings will be rejected.

4.4.1.3.1.3. External Training requests must match the amount of training hours offered as described on the list of approved trainings. External Training requests that request more hours than described on the list of approved trainings will be denied.

4.4.1.3.2. Courses re-taken shall be manually added into the LMS by utilizing the Add External Training feature.

4.4.1.3.2.1. If a course has not yet been completed in the LMS, then the Contractor's staff shall register for the course through the standard course registration process and not request approval via Add External Training feature.

4.4.1.3.3. To determine compliance with the required number of training hours, the Department will request data on users with security profiles listed in section 4.4.2.3. A cross-comparison with the security profiles data pull and LMS completion reports will determine if the Contractor complied with the seventy five percent (75%) requirement for the Training Performance Incentive Standard.

4.4.2. BENCHMARK: 75% of eligibility technicians and supervisors with security profiles listed in section 4.4.2.3 complete eight (8) hours of training from the Approved Training List within the contract period as described in section 4.4.1.

4.5. Cybersecurity Performance Incentive Standard

4.5.1. The Contractor may earn a Cybersecurity Performance Incentive Payment for each Reporting Period in which the Contractor submits the required deliverables relating to cybersecurity standards and remediation plans for the Colorado Information Security Policies (CISP) as described in section 4.5.

4.5.2. First Reporting Period Deliverable

4.5.2.1. No later than the semi-annual reporting due date for the First Reporting Period, the Contractor shall submit to the Department a signed Memorandum of Understanding (MOU) or similar document, created collaboratively between the Department and the Contractor, regarding compliance with the CISPs, data privacy and/or sharing or other cybersecurity standards to be addressed.

4.5.2.1.1. The Contractor shall ensure that the cybersecurity agreement is implemented in the Contractor's county within a reasonable timeframe. Implementation may or may not depend on compliance with the CISPs and the Contractor's Remediation Plan for the CISPs, as described in section 4.5, will also consider the cybersecurity agreement mentioned in section 4.5.2.1.

4.5.3. Second Reporting Period Deliverable

4.5.3.1. No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall review whether its IT systems and other data privacy and protection safeguards comply with the CISPs. If the Contractor is not in compliance, the Contractor shall create and submit a Remediation Plan. The Remediation Plan will address areas of non-compliance and set a timeline to gain compliance.

4.5.3.1.1. In instances where the Contractor's ITSP is OIT, OIT shall be responsible for CISP compliance only for those CISPs which OIT manages on behalf of the Contractor.

4.5.3.1.1.1. The Contractor shall not be responsible for compliance with the CISPs for any policies which are the responsibility of OIT or the State.

4.5.3.1.2. Full compliance with the CISPs does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, through the Remediation Plan, shall create a reasonable timeframe for which it would gain CISP compliance, considering workload, funding and other factors.

4.5.4. DELIVERABLES: Signed cybersecurity MOU submitted no later than the semi-annual due date for the First Reporting Period; completed Remediation Plan submitted no later than the semi-annual due date for the Second Reporting Period.

4.6. Food Security Performance Incentive Standard

4.6.1. The Contractor may earn a Food Security Performance Incentive Payment for both Reporting Periods in which the Contractor meets its specified benchmark relating to the percentage of Health First Colorado members who have a corresponding enrollment in the SNAP as described in section 4.6.

4.6.1.1. Percentage of Health First Colorado members with enrollment in SNAP

4.6.1.1.1. The Contractor shall increase the percentage of Health First Colorado members with enrollment in SNAP. The percentage increase and the overall Food Security benchmark will be mutually agreed-upon by the Department and CDHS. The benchmark will be communicated to the Contractor through the HCPF Memo Series.

4.6.1.1.2. Determining Compliance with the Food Security benchmark

4.6.1.1.2.1. The Department will total the number of Health First Colorado members with SNAP enrollment and divide that by the total number of all Health First Colorado members in the Contractor's county.

4.6.1.1.2.2. The Department and CDHS will utilize a cross-systems data pull to determine compliance with the benchmark of the Food Security Performance Incentive Standard.

4.6.1.1.2.2.1. The numerator and denominator of the benchmark will exclude any relevant populations (e.g. IPV, E&T sanctions) as mutually determined by the Department and CDHS. The populations excluded will be communicated through the HCPF Memo Series.

4.6.1.1.3. The Contractor has the option to document its efforts to meet the Food Security benchmark through an outreach plan or similar written documentation. The written documentation is not required to be submitted to the Department as a contract deliverable.

4.6.2. BENCHMARK: Enrollment benchmark of Medicaid members who have a corresponding enrollment in SNAP in section 4.6. Enrollment benchmark will be communicated through the HCPF Memo Series.

## 5. SEMI-ANNUAL REPORTING

5.1.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis.

5.1.1.1. For the First Reporting Period, the Contractor will submit the following documentation:

5.1.1.1.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks.

5.1.1.1.2. Any Cybersecurity Performance Incentive Standard Memorandums of Understanding (MOU), Remediation Plans or other documents listed as deliverables under this agreement.

5.1.1.1.3. DUE DATE: January 5, 2020

5.1.1.2. For the Second Reporting Period, the Contractor will submit the following documentation:

5.1.1.2.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks.

5.1.1.2.2. Any Cybersecurity Performance Incentive Standard Memorandums of Understanding (MOU), Remediation Plans or other documents listed as deliverables under this agreement.

5.1.1.2.3. DUE DATE: July 5, 2020

## 6. EXEMPTIONS

6.1. Exemptions for Unusual Circumstances for the Eligibility Performance Incentive Standard and the Exceptional Eligibility Performance Incentive Standard

6.1.1. If a Determination or Redetermination is delayed for unusual circumstances as defined under 10 C.C.R. 2505-8.100.3.D (d), the Contractor is eligible to submit an exemption form.

6.1.1.1. The Department will not include any Untimely Determinations/Redeterminations in its calculation of the Eligibility Performance Incentive Standard if the Department has approved that Untimely Determination/Redetermination as being untimely because of unusual circumstances as specified in section 6.1.1.

6.1.1.2. The Contractor shall be responsible for submitting one (1) exemption form that details each of the cases for which the Contractor is requesting an exemption.

6.1.1.3. The Contractor shall provide adequate information on the exemption form for the Department to quantify personnel issues if the Contractor requests an exemption due to staff vacancies, staff training, or other personnel issues.

6.1.1.3.1. Exemption requests based on staff vacancies and trainings, personnel or other related issues will only be considered in exceptional circumstances. The Department reserves the right to deny exemption requests

6.1.2. The Department may approve or reject any request for Untimely Determination/Redetermination exemptions and may limit the total number of exempted Untimely Determinations/Redeterminations for the Eligibility Performance Incentive Standard.

6.1.2.1. The Department will deny exemption requests that do not meet timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and Section 1.1.12 due to the fault of the Contractor and/or any exemption requests based on the following:

6.1.2.1.1. Failure of the Contractor to timely act on a Determination or Redetermination which resulted in a failure to meet the timeliness requirements in Sections 1.1.11 and 1.1.12.

6.1.2.1.2. Failure of the Contractor to act on client verification that was submitted timely which was requested for a Determination or Redetermination.

6.1.2.1.3. Failure of the Contractor to manually authorize a Determination or Redetermination with a mass update exception.

6.1.2.1.4. Failure of the Contractor to manually authorize a Redetermination when the auto re-enrollment or Ex Parte processes were not successful.

6.1.2.1.5. Failure of the Contractor to pull all applicable COGNOS reports for the purposes of fulfilling Exhibit A-5, Statement of Work.

6.1.2.2. 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.

6.1.2.2.1. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.

6.1.2.3. The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.

6.2. Exemptions for Unusual Circumstances for Performance Incentive Standards other than the Eligibility Performance Incentive Standard

6.2.1. Exemptions for unusual circumstances will not be considered for any Performance Incentive Standard listed under section 6.2.1.

6.2.1.1. Training Performance Incentive Standard

6.2.1.2. Cybersecurity Performance Incentive Standard

6.2.1.3. Food Security Performance Incentive Standard

6.2.2. The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption for unusual circumstances.

## 7. NOTIFICATIONS

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

7.1.1. The Contractor's Reporting Period Status Report will only detail which Incentive Performance Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Incentive Performance Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Standards.

7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were met and how much Performance Incentive Payments were earned by the Contractor.

7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor shall have disputed that result based on the Reporting Period Status Report.

7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.

7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.

7.4.1. If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.

7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.

7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in section 7, Dispute Resolution.

## 8. DISPUTE RESOLUTION

8.1. Opportunity and Timeframe for Dispute Resolution

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

8.1.1.1.1. The final Status Report cannot be disputed per section 7.2.1.

8.1.1.2. The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.

8.1.1.3. If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

8.2. Allowable Disputes

8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

8.2.1.1. The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.

8.2.1.2. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.

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

8.2.1.3.1. The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data truly conflicts with the Department's data.

8.2.1.3.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.

8.2.2. The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

8.3. Nonallowable Disputes

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

8.3.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

8.3.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.

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

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

8.3.1.5. Any exemption requests for unusual circumstances for other Performance Incentive Standards other than those listed in 8.3.1.4.

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

## 9. COMPENSATION

9.1. Compensation

9.1.1. Performance Incentive Payment

9.1.1.1. The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

9.1.1.1.1. The Department shall pay the Contractor an Eligibility Performance Standard Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.2. The Department shall pay the Contractor a Training Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.3. The Department shall pay the Contractor a Cybersecurity Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.4. The Department shall pay the Contractor a Food Security Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.2. Remaining Funds Incentive Pool Payment

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

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

9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2. Each of the base Performance Incentive Payments from the Training Performance Incentive Standard, the Cybersecurity Performance Incentive Standard and the Food Security Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.

9.1.2.1.1.2.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments for the Eligibility Performance Incentive Standard only if the Contractor was in compliance with the Exceptional Eligibility Performance Incentive Standard.

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

9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:

9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

9.2. Payment Procedures

9.2.1. The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive benchmarks were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

9.2.1.1. If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.

9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period.

9.2.3. The Department may add any unearned funds from the First Reporting Period into to the Second Reporting Period allocation for any SFY.

9.2.3.1. The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).

9.2.4. The Department may use any unearned Second Reporting Period Incentive Performance Payments during the county administration close out process.

# EXHIBIT C, SMALL, MEDIUM AND LARGE COUNTY LIST

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

**Small**

Archuleta
Baca
Bent
Cheyenne
Clear Creek
Costilla
Crowley
Custer
Dolores
Elbert
Gilpin
Grand
Gunnison
Hinsdale
Jackson
Kiowa
Kit Carson
Lake
Lincoln
Mineral
Ouray
Park
Phillips
Pitkin
Rio Blanco
Routt
San Juan
San Miguel
Sedgwick
Summit
Washington
Yuma

**Medium**

Alamosa
Broomfield
Chaffee
Conejos
Delta
Douglas
Eagle
Fremont
Garfield
Huerfano
La Plata
Las Animas
Logan
Moffat
Montezuma
Montrose
Morgan
Otero
Prowers
Rio Grande
Saguache
Teller

**Large**

Adams
Arapahoe
Boulder
Denver
El Paso
Jefferson
Larimer
Mesa
Pueblo
Weld