AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement Amendment; Department of Health Care Pol

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Department of Health Care Policy and Finance

Term Begins: July 2018 **Term Ends:** 6/1/2019 **Grant Contract #:** 2015CMIP051A4

Summary:

County Incentive for Gunnison and Hinsdale. Please see instructions

Fiscal Impact: 19270.36

Submitted by: elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:
Annual renewal, no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/8/2018

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

Comments:
ok db 6/15/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/15/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jost Discharge Date: 6/15/2018

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

Agenda Date: 6/19/2018

Revised April 2015

COLORADO
Department of Health Care Policy & Financing

OPERATIONAL MEMO

OPERATIONAL MEMO NUMBER: HCPF OM 18-001
TITLE: FY 2018-19 COUNTY INCENTIVES CONTRACT AMENDMENT
SUPERCEDES NUMBER: N/A
ISSUE DATE: JUNE 1, 2018
EFFECTIVE DATE: SAME AS EFFECTIVE DATE
DIVISION AND OFFICE: EXTERNAL RELATIONS, POLICY, COMMUNICATIONS AND ADMINISTRATION OFFICE
PROGRAM AREA: COUNTY RELATIONS AND ADMINISTRATION
APPROVED BY: RACHEL REITER
KEY WORDS: COUNTY INCENTIVES, FY 18-19, INCENTIVES, PERFORMANCE BENCHMARKS, COUNTY CONTACT LIST

HCPF Memo Series can be accessed online: https://www.colorado.gov/hcpf/memo-series

Purpose and Audience:

This Operational Memo is to inform county departments of human/social services of the contract amendment process and due dates for the FY 2018-19 County Incentives Program.

Background:

The County Incentives Program was implemented in FY 2014-15 through a contract with each county department of human/social services. Each year, the Department updates the Statement of Work's performance benchmarks and deliverables to align with Department priorities and to address audit findings. The Department has completed the Statement of Work for FY 2018-19 which requires action by each county.

Information/Procedure:

County Incentives contract amendment

The Department will send the contract amendment for FY 2018-19, which consists of Exhibit A-4 Statement of Work, Exhibit B Rates, and Exhibit C Small, Medium and Large County List, to county directors by late May 2018. County directors should take the following action:

Step 1: Print three (3) originals of the document.
- a. Print double sided.
- b. Print all exhibits and/or attachments in the PDF.

c. All 3 originals must be the entire document; 1 full copy and 2 signature pages will NOT be accepted.

Step 2: Sign all three originals by an authorized signer.

Note: All signatures must be original; electronic signatures and signature stamps will NOT be accepted.

Step 3: Send the three signed originals AND a copy of Certificate of Liability Insurance.

a. The County's insurance must be effective during the contract term, and the "Insured" name at the top of the form must match the name of the County.

Step 4: Return the three signed originals including all exhibits to the address below.

a. Please return, as soon as possible, to:

ATTN: Joshua Montoya
HCPF County Relations
1570 Grant St
Denver, CO 80203

Step 5: Executed contract amendments will be returned to the county director, unless otherwise specified. If the executed contract amendment should be routed to staff other than the county director, please provide the following information on a separate sheet of paper:

a. Name/title
b. Address
c. Phone and email address

Due Date: Signed, returned contract amendments are due by June 14, 2018. Any counties who do not submit their signed contract amendment by June 15, 2018 will be issued an Option Letter to hold over the contract until the new amendment is signed.

If your county anticipates signature past the June 14, 2018 due date, please contact the Department Contact below so preparations can be made for an Option Letter.

County Contact List

To ensure that the Department has the most up-to-date contact information for counties and county staff, as well as ensure communications are routed to the appropriate staff, each county must complete the attached County Contact List. The County Contact List requests several different points-of-contact, some of which will be shared with external partners. The County Contact List specifies which contacts will be shared externally. Counties should provide at least one (1) contact for each contact type.

Due Date: County Contact Lists should be returned with the County Incentives contract amendment or sent to HCPFCountyRelations@state.co.us; if not returned at that time, County Contact Lists are due by June 30, 2018.

Attachment(s):

FY 2018-19 County Incentives Program contract amendment

FY 2018-19 County Incentives Funding Table

FY 2018-19 County Contact List

Department Contact:

Joshua Montoya
Joshua.montoya@state.co.us
720-660-0829

AGREEMENT AMENDMENT NO. 4

Original Agreement Routing Number 2015CMIP051

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-4, Statement of Work
Exhibit B, Rates
Exhibit C, Small, Medium, Large County List

B. Section 5, Term, Subsection A, Initial Term, is hereby deleted in its entirety and replaced with the following:

A. Initial Term

The Parties' respective performances under this Contract shall commence on the later of the Effective Date or January 1, 2015. This Contract shall expire June 30, 2019, unless sooner terminated or further extended as specified elsewhere herein.

C. 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
Total for All State Fiscal Years	$105,457.12

D. Exhibit A-3, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit A-4, 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 or Exhibit A-3 shall be deemed to reference to Exhibit A-4.

E. Exhibit B, Rates, Section 1.4., SFY 2018-19 Incentives Payment Table, is hereby added as follows:

1.4. SFY 2018-19 Incentives Payment Table

Incentive Payment Name	**% of Funding**	**Payment Amount**
Eligibility Timeliness and Backlog Performance Incentive Payment	30%	$4,466.81

Case Maintenance Performance Incentive Payment	15%	$2,233.40
Long Term Services and Supports (LTSS) Performance Incentive Payment	15%	$2,233.40
Training Performance Incentive	15%	$2,233.40
Child Welfare Performance Incentive Payment	15%	$2,233.40
Improved Member Correspondence Performance Incentive Payment	10%	$1,488.94
Total Maximum Available for all Incentive Payments		**$14,889.36**

F. Exhibit B, Rates, Section 2.4., SFY 2018-19 Pool Maximum County Share Table, is hereby added as follows:

2.4. SFY 2018-19 Pool Maximum County Share Table

Pool Name	**Pool Maximum Distribution Amount**
Total Maximum Available for all Pool Distributions	**$4,963.12**

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, state government 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 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-4, 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. Accountable Care Collaborative (ACC) – the Department's program for care coordination and cost containment for Medicaid members in Colorado's 64 counties.

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

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

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

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

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

1.1.7. 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.

1.1.8. 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).

1.1.9. Determination – The act of determining if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application.

1.1.10. Disenrollment – The act of processing a change in circumstance that affect's a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.

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

1.1.12. 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.

1.1.13. 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.

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

1.1.15. 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. 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.

1.1.17. Regional Accountable Entity (RAE) – contracted entities of the Department that are responsible for carrying out the goals of the Accountable Care Collaborative by providing physical and behavioral care coordination and wrap-around supports for members.

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

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

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

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

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

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

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

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

1.1.24. 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.

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

1.1.26. 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 Incentives Performance 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 Incentives Performance 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 Incentives Performance 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 Incentives Performance Standard.

3.1.5. The Contractor should utilize the information provided for each Performance Incentive Standard and information issued through the Memo Series in the County Incentives Program Guide, to assist with 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-4 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. In the event that 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 Timeliness and Backlog Performance Incentive Standard

4.2.1. The Contractor may earn an Eligibility Timeliness and Backlog Performance Incentive Payment for each Reporting Period in which the Contractor meets timeliness and backlog requirements 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 first working day 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 first 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 first 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 a 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. Small County Exemption

4.2.1.3.1. 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 this performance standard so long as they had eighteen (18) or fewer Untimely Determinations/Redeterminations during that Reporting Period.

4.2.1.3.2. There is no Small County Exemption for backlogged Determinations and Redeterminations.

4.2.2. Exemptions for Unusual Circumstances

4.2.2.1. The Contractor may request an exemption for unusual circumstances for failure to meet the timeliness benchmark as described in section 4.2.1.1 or failure to meet backlog benchmark as described in section 4.2.1.2.

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

4.2.3. BENCHMARK: 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.

4.3. Child Welfare Performance Incentive Standard

4.3.1. The Contractor may earn a Child Welfare Performance Incentive Payment for each Reporting Period in which it hosted or attended quarterly collaboration meetings with

all required partners and submits the required documentation as listed in sections 4.3.1.1, 4.3.1.2 and 4.3.1.3.

4.3.1.1. Quarterly Meetings and Data Collection

4.3.1.1.1. The Contractor will host or convene collaboration meetings at least once each calendar quarter with the required partners listed in section 4.3.1.2. and ensure documentation requirements are met per section 4.3.1.3.

4.3.1.1.2. The Contractor may host any or all meetings in collaboration with other counties, but if it does combine any meeting with another county or other counties, the Contractor shall provide at least one (1) representative from child welfare staff and one (1) representative from eligibility staff to attend that meeting.

4.3.1.1.3. The Contractor may use existing collaboration meetings or combine other meetings to meet the quarterly collaboration meeting requirement so long as all required partners listed in section 4.3.1.2 are invited and present, except for the RAE, DYS or CMP representatives per section 4.3.1.2.2.

4.3.1.2. Required and Optional Partners for the Child Welfare Performance Incentive Standard

4.3.1.2.1. Required partners for the Child Welfare Performance Incentive Payment include a representative from the Regional Accountable Entity (RAE), a representative from the Contractor's child welfare staff, a representative from the Division of Youth Services (DYS), a representative from the Collaborative Management Program (CMP), and a representative from the Contractor's eligibility staff.

4.3.1.2.2. All required partners shall be invited to participate in the quarterly collaboration meetings. If a representative from the DYS, CMP, or RAE is not able to attend, the Contractor shall provide documentation from the required partner that the representative was not able to attend.

4.3.1.2.3. If the Contractor does not have a DYS facility or representative in their county and/or region, the Contractor can invite a local correctional representative in place of the DYS representative.

4.3.1.2.4. The Contractor may, at its discretion, invite additional partners such as Healthy Communities, Family Resource Centers, Dependency & Neglect System Reform (DANCR) and Multisystemic Therapy (MST).

4.3.1.3. Documentation Requirements for the Child Welfare Performance Incentive Standard

4.3.1.3.1. The Contractor shall develop the meeting agenda for each meeting it hosts.

4.3.1.3.1.1. If the Contractor hosts a meeting in collaboration with another county or other counties, then the Contractor may develop the agenda in collaboration with those other counties.

4.3.1.3.2. The Contractor shall take meeting minutes and compile a list of attendees for each meeting it hosts. The list of attendees shall clearly identify which agency the attendee is representing.

4.3.1.3.2.1. If the Contractor hosts a meeting in collaboration with another county or other counties, the Contractor may create the meeting minutes and list of attendees in collaboration with those other counties.

4.3.2. DELIVERABLE: Agenda, Meeting Minutes, Attendee List, and Child Welfare Incentive Template for quarterly collaboration meetings submitted by January 5, 2019 for the First Reporting Period and July 5, 2019 for the Second Reporting Period as described in section 4.3.1.3.

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. 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 Approved Training List. The Approved Training List 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 Approved Training List 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 Approved Training List will be rejected.

4.4.1.3.1.3. External Training requests must match the amount of training hours offered as described on the Approved Training List. External Training requests that request more hours than described on the Approved Training List 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 been completed, then the Contractor's staff shall register for the course 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. Long Term Services and Supports (LTSS) Performance Incentive Standard

4.5.1. The Contractor may earn a LTSS Performance Incentive Payment for each Reporting Period if the Contractor achieves ninety five percent (95.00%) timeliness combined average of Determinations and Redeterminations for Long Term Care (LTC), Home and Community Based Services (HCBS), and the Program for the All-Inclusive Care for the Elderly (PACE) over each Reporting Period; achieves eighty five percent (85.00%) timeliness for Determinations for LTC, HCBS, and PACE; and the Contractor completes the LTSS Communications Plan as described in section 4.5.1.2.

4.5.1.1. Timeliness of LTC, HCBS, and PACE Determinations and Redeterminations

4.5.1.1.1. 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.

4.5.1.1.1.1. 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.

4.5.1.1.2. The Contractor shall complete at least eighty-five percent of all LTC, HCBS, and PACE Determinations as Timely Determinations.

4.5.1.1.2.1. The Department will total all Timely Determinations 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 the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.5.1.1.3. Determining Compliance with the Timeliness of LTC, HCBS, and PACE Determinations and Redeterminations

4.5.1.1.3.1. 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.

4.5.1.1.3.2. The MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail will be pulled the first working day after the end of each Reporting Period.

4.5.1.1.4. Small County Exemption

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

4.5.1.1.5. Exemptions for Unusual Circumstances

4.5.1.1.5.1. The Contractor may request an exemption for unusual circumstances for failure to meet the timeliness benchmarks as described in section 4.5.1.1.

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

4.5.1.2. Submission and Approval of the Contractor's LTSS Communications Plan

4.5.1.2.1. The Contractor shall complete the LTSS Communications Plan template, provided by the Department, in collaboration with the Contractor's Single Entry Point (SEP), Community Centered Board (CCB), nursing facilities, and other providers that details the communications between the Contractor and those partners.

4.5.1.2.1.1. Expectations for the LTSS Communications Plan

4.5.1.2.1.1.1. The Department expects that communications between LTSS partner agencies and the Contractor are processed differently than communications and interactions with members.

4.5.1.2.1.1.2. The Department expects that communications between LTSS partner agencies and the Contractor have adequate, sufficient and documented processes and timeframes in place to enable timely determinations, redeterminations and changes in a member's circumstances.

4.5.1.2.1.1.3. The Department expects that communications between the LTSS partner agencies and the Contractor have sufficient escalation processes in the event the LTSS partner agencies and/or the Contractor are not getting necessary information in a timely manner.

4.5.1.2.1.1.4. The Department expects that, if a member may lose access to LTSS benefits and services and is notified through an LTSS partner agency, the Contractor have sufficient processes in place to prioritize the member's case.

4.5.1.2.1.2. Completion of LTSS Communications Plan Template

4.5.1.2.1.2.1. The Contractor shall complete all fields on the LTSS Communications Plan Template. Incomplete submissions will make the Contractor ineligible for a LTSS Performance Incentive Payment for the First Reporting Period.

4.5.1.2.1.3. Department Review and Approval of LTSS Communications Plan

4.5.1.2.1.3.1. The Contractor's LTSS Communications plan is subject to approval by the Department. The Department may request revisions to the plan if any element of the plan is deemed unacceptable and/or not meeting the Department's expectations as found in section 4.5.1.2.1.1.

4.5.1.2.1.3.2. The Contractor's LTSS Communications Plan is due to the Department no later than the First Reporting Period due date, January 5, 2019.

4.5.1.2.1.4. Contractor's Revision of LTSS Communications Plan

4.5.1.2.1.4.1. If the Contractor's LTSS Communications Plan is deemed to require modifications by the Department, the Contractor will work in collaboration with the partners identified in section 4.5.1.2.1 to modify the LTSS Communications Plan.

4.5.1.2.1.4.2. The Contractor's revision of the LTSS Communications Plan is due by June 1, 2019.

4.5.1.2.1.4.3. The Contractor's revision of the LTSS Communications Plan is subject to the Department's approval. If the revision is not accepted by the Department, the Contractor will be ineligible for a LTSS Performance Incentive Payment for the Second Reporting Period.

4.5.1.2.2. Determining Compliance with the LTSS Performance Incentive Standard

4.5.1.2.2.1. The Contractor shall comply with section 4.5.1.1 Timeliness of LTC, HCBS, and PACE Determinations and Redeterminations and section 4.5.1.2 LTSS Communications Plan to be eligible to earn a LTSS Performance Incentive Payment.

4.5.1.3. BENCHMARK: 95.00% combined timeliness average for Determinations and Redeterminations; 85.00% timeliness average for Determinations.

4.5.1.4. DELIVERABLE: LTSS Communications Plan subject to Department approval.

4.6. Case Maintenance Performance Incentive Standard

4.6.1. The Contractor may earn a Case Maintenance Performance Incentive Payment for each Reporting Period in which eighty-five percent (85.00%) of the Contractor's disenrollments are within fifteen (15) calendar days as described in section 4.6.

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

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

4.6.1.1.1.1. 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.

4.6.1.1.2. 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 the Colorado Benefits Management System (CBMS) within fifteen (15) calendar days.

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

4.6.1.1.3.1. 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.

4.6.1.2. Timely Disenrollments

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

4.6.1.3. Determining Compliance for the Case Maintenance Performance Incentive Standard

4.6.1.3.1. The Department will utilize the MA Disenrollment Processing Times Report to determine the Contractor's compliance with the Case Maintenance Performance Incentive Standard.

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

4.6.1.3.3. 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.

4.6.1.4. BENCHMARK: Eighty-five percent (85.00%) of disenrollments completed within fifteen (15) calendar days.

4.7. Improving Member Correspondence Performance Incentive Standard

4.7.1. The Contractor may earn an Improving Member Correspondence Performance Incentive Payment in each Reporting Period in which the Contractor completes data tracking and deliverable submission relating to customer service interactions with members regarding member correspondence as found in section 4.7.

4.7.1.1. Contractor's Staff Subject to the Improving Member Correspondence Performance Incentive Standard

4.7.1.1.1. To participate in the Improving Member Correspondence Performance Incentive Standard, the Contractor will designate one (1) staff member responsible for implementation and contact with the Department.

4.7.1.1.1.1. The Contractor will provide the implementation lead's contact information through the Data Collection Plan Agreement.

4.7.1.1.2. To earn an Improving Member Correspondence Performance Incentive Payment, a minimum of ten percent (10%) of the Contractor's member-facing staff will participate in the Data Collection and Tracking phase.

4.7.1.1.2.1. If ten percent (10%) of the Contractor's staff is equal to less than one (1) Full Time Equivalent (FTE) position, then a minimum of one FTE will participate in the Data Collection and Tracking phase.

4.7.1.1.2.2. Member-facing staff include, but are not limited to, eligibility technicians, administrative assistants responsible for lobby and front desk work and call center technicians.

4.7.1.1.2.3. If the Contractor identifies staff to participate in the Data Collection and Tracking phase that cannot participate due to turnover, trainings, or other issues, the Contractor can substitute other member-facing staff so long as the ten percent (10%) requirement is met.

4.7.1.1.2.3.1. The Contractor shall identify all substitutes for staff participating in the Data Collection and Tracking in the Data Collection Plan Agreement.

4.7.1.2. Data Collection Plan Agreement Submission

4.7.1.2.1. To earn an Improving Member Correspondence Performance Incentive Payment, the Contractor will submit the Data Collection Plan Agreement to the Department no later than July 31, 2018 for the First Reporting Period and no later than January 31, 2019 for the Second Reporting Period.

4.7.1.2.1.1. If the Contractor fails to submit the Data Collection Plan Agreement by the due dates listed in section 4.7.1.2.1, the Contractor will be ineligible for an Improving Member Correspondence Performance Incentive Payment for the Reporting Period in which the Data Collection Plan Agreement was due.

4.7.1.2.1.2. The Implementation Lead, identified in section 4.7.1.2.2.1, will submit the Data Collection Plan Agreement electronically to the Department by the due date.

4.7.1.2.2. The Contractor will complete the Data Collection Plan Agreement by providing information on:

4.7.1.2.2.1. Who the Contractor's Implementation Lead is and a phone number and email address for that individual.

4.7.1.2.2.2. Names of the Contractor's staff that will be responsible for the Data Collection and Tracking phase and their respective roles/primary duties for the Contractor. The number of staff subject to the Data Collection and Tracking Phase is found in section 4.7.1.1.2.

4.7.1.2.2.3. The Contractor's selected twenty (20) consecutive business day timeframe for the Data Collection and Tracking phase as described in section 4.7.1.3.

4.7.1.2.2.4. Information on Contractor-specific site operations that may impact the Data Collection and Tracking phase.

4.7.1.2.3. By submitting the Data Collection Plan Agreement, the Contractor agrees to follow all guidelines and operational guidance to ensure complete and accurate data collection and tracking.

4.7.1.2.4. By submitting the Data Collection Plan Agreement, the Contractor agrees not to falsify any information during the Data Collection and Tracking phases.

4.7.1.2.4.1. The Department reserves the right to audit, without notice or prior authorization, the results of the Contractor's data collection to ensure data integrity.

4.7.1.2.4.2. If the Department's audit finds that the data collection was falsified, the Contractor will be deemed ineligible for the Performance Incentive Payment for the Reporting Period in which the data collection was audited.

4.7.1.2.5. The Contractor's submitted Data Collection Plan Agreement is subject to review and approval by the Department. The Department can request revisions by the Contractor if the Agreement fails to meet the requirements of the Improving Member Correspondence Performance Incentive Standard.

4.7.1.3. Data Collection and Tracking

4.7.1.3.1. The Contractor shall identify in the Data Collection Plan Agreement a timeframe of the Contractor's choosing in which the Contractor's staff will participate in the Data Collection and tracking phase.

4.7.1.3.1.1. The Contractor's timeframe shall be twenty (20) consecutive business days from August 1, 2018 through December 31, 2018 for the First Reporting Period and February 1, 2019 through June 30, 2019 for the Second Reporting Period.

4.7.1.3.2. The Contractor will ensure all designated staff participating in the Data Collection and Tracking phases complete an online data collection tutorial prior to implementation of the Data Collection and Tracking phases.

4.7.1.3.2.1. The data collection tutorial for the First Reporting Period will become available online July 1, 2018 and will include training for the Data Collection and Tracking phase to be completed prior to December 31, 2018.

4.7.1.3.2.2. The data collection tutorial for the Second Reporting Period will become available online January 1, 2019 and will include training for the Data Collection and Tracking phase to be completed prior to June 30, 2019.

4.7.1.3.3. The Contractor shall document member feedback through the online data collection and tracking tool provided by the Department.

4.7.1.3.3.1. Only data collection submitted through the online data collection and tracking tool shall be considered valid.

4.7.1.3.3.2. The Contractor will ensure only the Contractor's staff is collecting and submitting the data through the online data collection and tracking tool. Members should not have access to the online data collection and tracking tool.

4.7.1.3.3.3. The Contractor's staff will ensure that all data fields on the online data collection and tracking tool are completed. Incomplete submissions will not be accepted to ensure the validity of the data collected.

4.7.1.3.3.4. Data collection shall occur within a reasonable timeframe after each customer service interaction, and not later than twenty-four (24) hours after the interaction regarding member correspondence.

4.7.1.3.4. Correspondence subject to the Data Collection and Tracking phase is limited to Medical Assistance (Medicaid/CHP+) member correspondence, including noticing, forms, and speed letters sent from the Colorado Benefits Management System (CBMS).

4.7.1.3.4.1. CBMS correspondence that includes Medical Assistance but also include other public assistance programs managed by the Colorado Department of Human Services (CDHS) or Connect for Health Colorado, where applicable, are also subject to the Data Collection and Tracking phase.

4.7.1.3.4.2. CBMS correspondence that does not include Medical Assistance is not subject to the Data Collection and Tracking phase.

4.7.1.4. Reporting Period Surveys

4.7.1.4.1. The Contractor will participate in a survey at the end of each Reporting Period that provides feedback on the Data Collection and Tracking phase that occurred within each Reporting Period.

4.7.1.4.2. The due date for completion of the survey is January 5, 2019 for the First Reporting Period and July 5, 2019 for the Second Reporting Period.

4.7.1.5. Compliance with the Improving Member Correspondence Performance Incentive Standard

4.7.1.5.1. To earn an Improving Member Correspondence Performance Incentive Standard, the Contractor will comply with sections 4.7.1.1 Contractor's Staff Subject to the Improving Member Correspondence Performance Incentive Standard, section 4.7.1.2. Data Collection Plan Agreement, section 4.7.1.3. Data Collection and Tracking, and section 4.7.1.4. Reporting Period Surveys.

4.7.1.5.1.1. Failure to meet the requirements as listed in section 4.7.1.5.1. will make the Contractor ineligible to earn an Improving Member Correspondence Performance Incentive Payment.

4.7.1.6. Department Implementation Support

4.7.1.6.1. The Contractor has the option of participating in a conference call at the beginning and at the end of each Data Collection and Tracking phase to ask questions and provide feedback to the Department.

4.7.1.6.2. The Contractor has the option of requesting implementation support conference calls at any time during each Reporting Period.

4.7.1.7. DELIVERABLE: Data Collection Agreement Plan, Data Collection and Tracking, and Reporting Period Survey for each Reporting Period.

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. The meeting agendas, meeting minutes, lists of attendees, and Child Welfare Incentive Template to document its compliance with the Child Welfare Performance Incentive Standard.

5.1.1.1.2. Any Eligibility Timeliness and Backlog Performance Incentive Standard exemption forms for the Reporting Period.

5.1.1.1.3. Improved Member Correspondence documentation, including the Data Collection Agreement Plan, Data Collection and Tracking, and Reporting Period Survey.

5.1.1.1.4. The LTSS Communications Plan and any LTSS Performance Incentive Standard exemption forms pertaining to the timeliness benchmarks for the Reporting Period.

5.1.1.1.5. DUE DATE: January 5, 2019

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

5.1.1.2.1. The meeting agendas, meeting minutes, lists of attendees, and Child Welfare Incentive Template to document its compliance with the Child Welfare Performance Incentive Standard.

5.1.1.2.2. Any Eligibility Timeliness and Backlog Performance Incentive Standard exemption forms for the Reporting Period.

5.1.1.2.3. Improved Member Correspondence documentation, including the Data Collection Agreement Plan, Data Collection and Tracking, and Reporting Period Survey.

5.1.1.2.4. The LTSS Communications Plan revision and any LTSS Performance Incentive Standard exemption forms pertaining to the timeliness benchmarks for the Reporting Period.

5.1.1.2.5. DUE DATE: July 5, 2019

6. EXEMPTIONS

6.1. Exemptions for Unusual Circumstances for the Eligibility Timeliness and Backlog Performance Incentive Standard and the LTSS 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 Timeliness and Backlog Performance Incentive Standard and/or the LTSS 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.

6.1.2. 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 Timeliness and Backlog Performance Incentive Standard and/or the LTSS 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-4, 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 Timeliness and Backlog Performance Incentive Standard and the LTSS 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. Child Welfare Performance Incentive Standard

6.2.1.2. Case Maintenance Performance Incentive Standard

6.2.1.3. Improved Member Correspondence Performance Incentive Standard

6.2.1.4. Training Performance Incentive Standard

6.2.1.5. The LTSS Communications Plan deliverable of the LTSS 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 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 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. In the event the Contractor has more than one Reporting Period in the fiscal year to meet any Incentive Performance Standards, the 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.

7.5. 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 Status Report for the Reporting Period in question.

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

8.1.1.2. 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 an Incentive Performance 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 Incentive Performance Standard.

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 Timeliness and Backlog Performance Incentive Standard and the Long Term Services and Supports 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 Timeliness and Backlog 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 Collaboration 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 LTSS 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 Child Welfare Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.5. 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.

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

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. In the event that the Contractor's county administration line item is over-expended during the county administration closeout process, 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 receive the Incentive Performance 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. 4

Original Agreement Routing Number 2015CMIP053

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-4, Statement of Work
Exhibit B, Rates
Exhibit C, Small, Medium, Large County List

B. Section 5, Term, Subsection A, Initial Term, is hereby deleted in its entirety and replaced with the following:

A. Initial Term

The Parties' respective performances under this Contract shall commence on the later of the Effective Date or January 1, 2015. This Contract shall expire June 30, 2019, unless sooner terminated or further extended as specified elsewhere herein.

C. 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 2016-17	$5,484.34
State Fiscal Year 2017-18	$4,900.35
State Fiscal Year 2018-19	$5,841.76
Total for All State Fiscal Years	$16,226.45

D. Exhibit A-3, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit A-4, 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 or Exhibit A-3 shall be deemed to reference to Exhibit A-4.

E. Exhibit B, Rates, Section 1.4., SFY 2018-19 Incentives Payment Table, is hereby added as follows:

1.4. SFY 2018-19 Incentives Payment Table

Incentive Payment Name	**% of Funding**	**Payment Amount**
Eligibility Timeliness and Backlog Performance Incentive Payment	30%	$1,314.40
Case Maintenance Performance Incentive Payment	15%	$657.20
Long Term Services and Supports (LTSS) Performance Incentive Payment	15%	$657.20

Training Performance Incentive	15%	$657.20
Child Welfare Performance Incentive Payment	15%	$657.20
Improved Member Correspondence Performance Incentive Payment	10%	$438.13
Total Maximum Available for all Incentive Payments		**$4,381.32**

F. Exhibit B, Rates, Section 2.4., SFY 2018-19 Pool Maximum County Share Table, is hereby added as follows:

2.4. SFY 2018-19 Pool Maximum County Share Table

Pool Name	**Pool Maximum Distribution Amount**
Total Maximum Available for all Pool Distributions	**$1,460.44**

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, state government 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 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-4, 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. Accountable Care Collaborative (ACC) – the Department's program for care coordination and cost containment for Medicaid members in Colorado's 64 counties.

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

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

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

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

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

1.1.7. 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.

1.1.8. 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).

1.1.9. Determination – The act of determining if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application.

1.1.10. Disenrollment – The act of processing a change in circumstance that affect's a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.

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

1.1.12. 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.

1.1.13. 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.

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

1.1.15. 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. 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.

1.1.17. Regional Accountable Entity (RAE) – contracted entities of the Department that are responsible for carrying out the goals of the Accountable Care Collaborative by providing physical and behavioral care coordination and wrap-around supports for members.

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

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

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

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

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

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

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

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

1.1.24. 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.

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

1.1.26. 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 Incentives Performance 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 Incentives Performance 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 Incentives Performance 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 Incentives Performance Standard.

3.1.5. The Contractor should utilize the information provided for each Performance Incentive Standard and information issued through the Memo Series in the County Incentives Program Guide, to assist with 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-4 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. In the event that 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 Timeliness and Backlog Performance Incentive Standard

4.2.1. The Contractor may earn an Eligibility Timeliness and Backlog Performance Incentive Payment for each Reporting Period in which the Contractor meets timeliness and backlog requirements 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 first working day 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 first 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 first 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 a 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. Small County Exemption

4.2.1.3.1. 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 this performance standard so long as they had eighteen (18) or fewer Untimely Determinations/Redeterminations during that Reporting Period.

4.2.1.3.2. There is no Small County Exemption for backlogged Determinations and Redeterminations.

4.2.2. Exemptions for Unusual Circumstances

4.2.2.1. The Contractor may request an exemption for unusual circumstances for failure to meet the timeliness benchmark as described in section 4.2.1.1 or failure to meet backlog benchmark as described in section 4.2.1.2.

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

4.2.3. BENCHMARK: 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.

4.3. Child Welfare Performance Incentive Standard

4.3.1. The Contractor may earn a Child Welfare Performance Incentive Payment for each Reporting Period in which it hosted or attended quarterly collaboration meetings with

all required partners and submits the required documentation as listed in sections 4.3.1.1, 4.3.1.2 and 4.3.1.3.

4.3.1.1. Quarterly Meetings and Data Collection

4.3.1.1.1. The Contractor will host or convene collaboration meetings at least once each calendar quarter with the required partners listed in section 4.3.1.2. and ensure documentation requirements are met per section 4.3.1.3.

4.3.1.1.2. The Contractor may host any or all meetings in collaboration with other counties, but if it does combine any meeting with another county or other counties, the Contractor shall provide at least one (1) representative from child welfare staff and one (1) representative from eligibility staff to attend that meeting.

4.3.1.1.3. The Contractor may use existing collaboration meetings or combine other meetings to meet the quarterly collaboration meeting requirement so long as all required partners listed in section 4.3.1.2 are invited and present, except for the RAE, DYS or CMP representatives per section 4.3.1.2.2.

4.3.1.2. Required and Optional Partners for the Child Welfare Performance Incentive Standard

4.3.1.2.1. Required partners for the Child Welfare Performance Incentive Payment include a representative from the Regional Accountable Entity (RAE), a representative from the Contractor's child welfare staff, a representative from the Division of Youth Services (DYS), a representative from the Collaborative Management Program (CMP), and a representative from the Contractor's eligibility staff.

4.3.1.2.2. All required partners shall be invited to participate in the quarterly collaboration meetings. If a representative from the DYS, CMP, or RAE is not able to attend, the Contractor shall provide documentation from the required partner that the representative was not able to attend.

4.3.1.2.3. If the Contractor does not have a DYS facility or representative in their county and/or region, the Contractor can invite a local correctional representative in place of the DYS representative.

4.3.1.2.4. The Contractor may, at its discretion, invite additional partners such as Healthy Communities, Family Resource Centers, Dependency & Neglect System Reform (DANCR) and Multisystemic Therapy (MST).

4.3.1.3. Documentation Requirements for the Child Welfare Performance Incentive Standard

4.3.1.3.1. The Contractor shall develop the meeting agenda for each meeting it hosts.

4.3.1.3.1.1. If the Contractor hosts a meeting in collaboration with another county or other counties, then the Contractor may develop the agenda in collaboration with those other counties.

4.3.1.3.2. The Contractor shall take meeting minutes and compile a list of attendees for each meeting it hosts. The list of attendees shall clearly identify which agency the attendee is representing.

4.3.1.3.2.1. If the Contractor hosts a meeting in collaboration with another county or other counties, the Contractor may create the meeting minutes and list of attendees in collaboration with those other counties.

4.3.2. DELIVERABLE: Agenda, Meeting Minutes, Attendee List, and Child Welfare Incentive Template for quarterly collaboration meetings submitted by January 5, 2019 for the First Reporting Period and July 5, 2019 for the Second Reporting Period as described in section 4.3.1.3.

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. 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 Approved Training List. The Approved Training List 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 Approved Training List 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 Approved Training List will be rejected.

4.4.1.3.1.3. External Training requests must match the amount of training hours offered as described on the Approved Training List. External Training requests that request more hours than described on the Approved Training List 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 been completed, then the Contractor's staff shall register for the course 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. Long Term Services and Supports (LTSS) Performance Incentive Standard

4.5.1. The Contractor may earn a LTSS Performance Incentive Payment for each Reporting Period if the Contractor achieves ninety five percent (95.00%) timeliness combined average of Determinations and Redeterminations for Long Term Care (LTC), Home and Community Based Services (HCBS), and the Program for the All-Inclusive Care for the Elderly (PACE) over each Reporting Period; achieves eighty five percent (85.00%) timeliness for Determinations for LTC, HCBS, and PACE; and the Contractor completes the LTSS Communications Plan as described in section 4.5.1.2.

4.5.1.1. Timeliness of LTC, HCBS, and PACE Determinations and Redeterminations

4.5.1.1.1. 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.

4.5.1.1.1.1. 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.

4.5.1.1.2. The Contractor shall complete at least eighty-five percent of all LTC, HCBS, and PACE Determinations as Timely Determinations.

4.5.1.1.2.1. The Department will total all Timely Determinations 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 the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.5.1.1.3. Determining Compliance with the Timeliness of LTC, HCBS, and PACE Determinations and Redeterminations

4.5.1.1.3.1. 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.

4.5.1.1.3.2. The MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail will be pulled the first working day after the end of each Reporting Period.

4.5.1.1.4. Small County Exemption

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

4.5.1.1.5. Exemptions for Unusual Circumstances

4.5.1.1.5.1. The Contractor may request an exemption for unusual circumstances for failure to meet the timeliness benchmarks as described in section 4.5.1.1.

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

4.5.1.2. Submission and Approval of the Contractor's LTSS Communications Plan

4.5.1.2.1. The Contractor shall complete the LTSS Communications Plan template, provided by the Department, in collaboration with the Contractor's Single Entry Point (SEP), Community Centered Board (CCB), nursing facilities, and other providers that details the communications between the Contractor and those partners.

4.5.1.2.1.1. Expectations for the LTSS Communications Plan

4.5.1.2.1.1.1. The Department expects that communications between LTSS partner agencies and the Contractor are processed differently than communications and interactions with members.

4.5.1.2.1.1.2. The Department expects that communications between LTSS partner agencies and the Contractor have adequate, sufficient and documented processes and timeframes in place to enable timely determinations, redeterminations and changes in a member's circumstances.

4.5.1.2.1.1.3. The Department expects that communications between the LTSS partner agencies and the Contractor have sufficient escalation processes in the event the LTSS partner agencies and/or the Contractor are not getting necessary information in a timely manner.

4.5.1.2.1.1.4. The Department expects that, if a member may lose access to LTSS benefits and services and is notified through an LTSS partner agency, the Contractor have sufficient processes in place to prioritize the member's case.

4.5.1.2.1.2. Completion of LTSS Communications Plan Template

4.5.1.2.1.2.1. The Contractor shall complete all fields on the LTSS Communications Plan Template. Incomplete submissions will make the Contractor ineligible for a LTSS Performance Incentive Payment for the First Reporting Period.

4.5.1.2.1.3. Department Review and Approval of LTSS Communications Plan

4.5.1.2.1.3.1. The Contractor's LTSS Communications plan is subject to approval by the Department. The Department may request revisions to the plan if any element of the plan is deemed unacceptable and/or not meeting the Department's expectations as found in section 4.5.1.2.1.1.

4.5.1.2.1.3.2. The Contractor's LTSS Communications Plan is due to the Department no later than the First Reporting Period due date, January 5, 2019.

4.5.1.2.1.4. Contractor's Revision of LTSS Communications Plan

4.5.1.2.1.4.1. If the Contractor's LTSS Communications Plan is deemed to require modifications by the Department, the Contractor will work in collaboration with the partners identified in section 4.5.1.2.1 to modify the LTSS Communications Plan.

4.5.1.2.1.4.2. The Contractor's revision of the LTSS Communications Plan is due by June 1, 2019.

4.5.1.2.1.4.3. The Contractor's revision of the LTSS Communications Plan is subject to the Department's approval. If the revision is not accepted by the Department, the Contractor will be ineligible for a LTSS Performance Incentive Payment for the Second Reporting Period.

4.5.1.2.2. Determining Compliance with the LTSS Performance Incentive Standard

4.5.1.2.2.1. The Contractor shall comply with section 4.5.1.1 Timeliness of LTC, HCBS, and PACE Determinations and Redeterminations and section 4.5.1.2 LTSS Communications Plan to be eligible to earn a LTSS Performance Incentive Payment.

4.5.1.3. BENCHMARK: 95.00% combined timeliness average for Determinations and Redeterminations; 85.00% timeliness average for Determinations.

4.5.1.4. DELIVERABLE: LTSS Communications Plan subject to Department approval.

4.6. Case Maintenance Performance Incentive Standard

4.6.1. The Contractor may earn a Case Maintenance Performance Incentive Payment for each Reporting Period in which eighty-five percent (85.00%) of the Contractor's disenrollments are within fifteen (15) calendar days as described in section 4.6.

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

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

4.6.1.1.1.1. 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.

4.6.1.1.2. 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 the Colorado Benefits Management System (CBMS) within fifteen (15) calendar days.

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

4.6.1.1.3.1. 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.

4.6.1.2. Timely Disenrollments

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

4.6.1.3. Determining Compliance for the Case Maintenance Performance Incentive Standard

4.6.1.3.1. The Department will utilize the MA Disenrollment Processing Times Report to determine the Contractor's compliance with the Case Maintenance Performance Incentive Standard.

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

4.6.1.3.3. 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.

4.6.1.4. BENCHMARK: Eighty-five percent (85.00%) of disenrollments completed within fifteen (15) calendar days.

4.7. Improving Member Correspondence Performance Incentive Standard

4.7.1. The Contractor may earn an Improving Member Correspondence Performance Incentive Payment in each Reporting Period in which the Contractor completes data tracking and deliverable submission relating to customer service interactions with members regarding member correspondence as found in section 4.7.

4.7.1.1. Contractor's Staff Subject to the Improving Member Correspondence Performance Incentive Standard

4.7.1.1.1. To participate in the Improving Member Correspondence Performance Incentive Standard, the Contractor will designate one (1) staff member responsible for implementation and contact with the Department.

4.7.1.1.1.1. The Contractor will provide the implementation lead's contact information through the Data Collection Plan Agreement.

4.7.1.1.2. To earn an Improving Member Correspondence Performance Incentive Payment, a minimum of ten percent (10%) of the Contractor's member-facing staff will participate in the Data Collection and Tracking phase.

4.7.1.1.2.1. If ten percent (10%) of the Contractor's staff is equal to less than one (1) Full Time Equivalent (FTE) position, then a minimum of one FTE will participate in the Data Collection and Tracking phase.

4.7.1.1.2.2. Member-facing staff include, but are not limited to, eligibility technicians, administrative assistants responsible for lobby and front desk work and call center technicians.

4.7.1.1.2.3. If the Contractor identifies staff to participate in the Data Collection and Tracking phase that cannot participate due to turnover, trainings, or other issues, the Contractor can substitute other member-facing staff so long as the ten percent (10%) requirement is met.

4.7.1.1.2.3.1. The Contractor shall identify all substitutes for staff participating in the Data Collection and Tracking in the Data Collection Plan Agreement.

4.7.1.2. Data Collection Plan Agreement Submission

4.7.1.2.1. To earn an Improving Member Correspondence Performance Incentive Payment, the Contractor will submit the Data Collection Plan Agreement to the Department no later than July 31, 2018 for the First Reporting Period and no later than January 31, 2019 for the Second Reporting Period.

4.7.1.2.1.1. If the Contractor fails to submit the Data Collection Plan Agreement by the due dates listed in section 4.7.1.2.1, the Contractor will be ineligible for an Improving Member Correspondence Performance Incentive Payment for the Reporting Period in which the Data Collection Plan Agreement was due.

4.7.1.2.1.2. The Implementation Lead, identified in section 4.7.1.2.2.1, will submit the Data Collection Plan Agreement electronically to the Department by the due date.

4.7.1.2.2. The Contractor will complete the Data Collection Plan Agreement by providing information on:

4.7.1.2.2.1. Who the Contractor's Implementation Lead is and a phone number and email address for that individual.

4.7.1.2.2.2. Names of the Contractor's staff that will be responsible for the Data Collection and Tracking phase and their respective roles/primary duties for the Contractor. The number of staff subject to the Data Collection and Tracking Phase is found in section 4.7.1.1.2.

4.7.1.2.2.3. The Contractor's selected twenty (20) consecutive business day timeframe for the Data Collection and Tracking phase as described in section 4.7.1.3.

4.7.1.2.2.4. Information on Contractor-specific site operations that may impact the Data Collection and Tracking phase.

4.7.1.2.3. By submitting the Data Collection Plan Agreement, the Contractor agrees to follow all guidelines and operational guidance to ensure complete and accurate data collection and tracking.

4.7.1.2.4. By submitting the Data Collection Plan Agreement, the Contractor agrees not to falsify any information during the Data Collection and Tracking phases.

4.7.1.2.4.1. The Department reserves the right to audit, without notice or prior authorization, the results of the Contractor's data collection to ensure data integrity.

4.7.1.2.4.2. If the Department's audit finds that the data collection was falsified, the Contractor will be deemed ineligible for the Performance Incentive Payment for the Reporting Period in which the data collection was audited.

4.7.1.2.5. The Contractor's submitted Data Collection Plan Agreement is subject to review and approval by the Department. The Department can request revisions by the Contractor if the Agreement fails to meet the requirements of the Improving Member Correspondence Performance Incentive Standard.

4.7.1.3. Data Collection and Tracking

4.7.1.3.1. The Contractor shall identify in the Data Collection Plan Agreement a timeframe of the Contractor's choosing in which the Contractor's staff will participate in the Data Collection and tracking phase.

4.7.1.3.1.1. The Contractor's timeframe shall be twenty (20) consecutive business days from August 1, 2018 through December 31, 2018 for the First Reporting Period and February 1, 2019 through June 30, 2019 for the Second Reporting Period.

4.7.1.3.2. The Contractor will ensure all designated staff participating in the Data Collection and Tracking phases complete an online data collection tutorial prior to implementation of the Data Collection and Tracking phases.

4.7.1.3.2.1. The data collection tutorial for the First Reporting Period will become available online July 1, 2018 and will include training for the Data Collection and Tracking phase to be completed prior to December 31, 2018.

4.7.1.3.2.2. The data collection tutorial for the Second Reporting Period will become available online January 1, 2019 and will include training for the Data Collection and Tracking phase to be completed prior to June 30, 2019.

4.7.1.3.3. The Contractor shall document member feedback through the online data collection and tracking tool provided by the Department.

4.7.1.3.3.1. Only data collection submitted through the online data collection and tracking tool shall be considered valid.

4.7.1.3.3.2. The Contractor will ensure only the Contractor's staff is collecting and submitting the data through the online data collection and tracking tool. Members should not have access to the online data collection and tracking tool.

4.7.1.3.3.3. The Contractor's staff will ensure that all data fields on the online data collection and tracking tool are completed. Incomplete submissions will not be accepted to ensure the validity of the data collected.

4.7.1.3.3.4. Data collection shall occur within a reasonable timeframe after each customer service interaction, and not later than twenty-four (24) hours after the interaction regarding member correspondence.

4.7.1.3.4. Correspondence subject to the Data Collection and Tracking phase is limited to Medical Assistance (Medicaid/CHP+) member correspondence, including noticing, forms, and speed letters sent from the Colorado Benefits Management System (CBMS).

4.7.1.3.4.1. CBMS correspondence that includes Medical Assistance but also include other public assistance programs managed by the Colorado Department of Human Services (CDHS) or Connect for Health Colorado, where applicable, are also subject to the Data Collection and Tracking phase.

4.7.1.3.4.2. CBMS correspondence that does not include Medical Assistance is not subject to the Data Collection and Tracking phase.

4.7.1.4. Reporting Period Surveys

4.7.1.4.1. The Contractor will participate in a survey at the end of each Reporting Period that provides feedback on the Data Collection and Tracking phase that occurred within each Reporting Period.

4.7.1.4.2. The due date for completion of the survey is January 5, 2019 for the First Reporting Period and July 5, 2019 for the Second Reporting Period.

4.7.1.5. Compliance with the Improving Member Correspondence Performance Incentive Standard

4.7.1.5.1. To earn an Improving Member Correspondence Performance Incentive Standard, the Contractor will comply with sections 4.7.1.1 Contractor's Staff Subject to the Improving Member Correspondence Performance Incentive Standard, section 4.7.1.2. Data Collection Plan Agreement, section 4.7.1.3. Data Collection and Tracking, and section 4.7.1.4. Reporting Period Surveys.

4.7.1.5.1.1. Failure to meet the requirements as listed in section 4.7.1.5.1. will make the Contractor ineligible to earn an Improving Member Correspondence Performance Incentive Payment.

4.7.1.6. Department Implementation Support

4.7.1.6.1. The Contractor has the option of participating in a conference call at the beginning and at the end of each Data Collection and Tracking phase to ask questions and provide feedback to the Department.

4.7.1.6.2. The Contractor has the option of requesting implementation support conference calls at any time during each Reporting Period.

4.7.1.7. DELIVERABLE: Data Collection Agreement Plan, Data Collection and Tracking, and Reporting Period Survey for each Reporting Period.

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. The meeting agendas, meeting minutes, lists of attendees, and Child Welfare Incentive Template to document its compliance with the Child Welfare Performance Incentive Standard.

5.1.1.1.2. Any Eligibility Timeliness and Backlog Performance Incentive Standard exemption forms for the Reporting Period.

5.1.1.1.3. Improved Member Correspondence documentation, including the Data Collection Agreement Plan, Data Collection and Tracking, and Reporting Period Survey.

5.1.1.1.4. The LTSS Communications Plan and any LTSS Performance Incentive Standard exemption forms pertaining to the timeliness benchmarks for the Reporting Period.

5.1.1.1.5. DUE DATE: January 5, 2019

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

5.1.1.2.1. The meeting agendas, meeting minutes, lists of attendees, and Child Welfare Incentive Template to document its compliance with the Child Welfare Performance Incentive Standard.

5.1.1.2.2. Any Eligibility Timeliness and Backlog Performance Incentive Standard exemption forms for the Reporting Period.

5.1.1.2.3. Improved Member Correspondence documentation, including the Data Collection Agreement Plan, Data Collection and Tracking, and Reporting Period Survey.

5.1.1.2.4. The LTSS Communications Plan revision and any LTSS Performance Incentive Standard exemption forms pertaining to the timeliness benchmarks for the Reporting Period.

5.1.1.2.5. DUE DATE: July 5, 2019

6. EXEMPTIONS

6.1. Exemptions for Unusual Circumstances for the Eligibility Timeliness and Backlog Performance Incentive Standard and the LTSS 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 Timeliness and Backlog Performance Incentive Standard and/or the LTSS 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.

6.1.2. 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 Timeliness and Backlog Performance Incentive Standard and/or the LTSS 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-4, 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 Timeliness and Backlog Performance Incentive Standard and the LTSS 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. Child Welfare Performance Incentive Standard

6.2.1.2. Case Maintenance Performance Incentive Standard

6.2.1.3. Improved Member Correspondence Performance Incentive Standard

6.2.1.4. Training Performance Incentive Standard

6.2.1.5. The LTSS Communications Plan deliverable of the LTSS 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 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 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. In the event the Contractor has more than one Reporting Period in the fiscal year to meet any Incentive Performance Standards, the 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.

7.5. 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 Status Report for the Reporting Period in question.

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

8.1.1.2. 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 an Incentive Performance 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 Incentive Performance Standard.

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 Timeliness and Backlog Performance Incentive Standard and the Long Term Services and Supports 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 Timeliness and Backlog 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 Collaboration 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 LTSS 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 Child Welfare Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.5. 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.

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

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. In the event that the Contractor's county administration line item is over-expended during the county administration closeout process, 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 receive the Incentive Performance 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