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**RESOLUTION NO. 21-292**

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF EL PASO, STATE OF COLORADO**

**RESOLUTION TO ENTER INTO INTERGOVERNMENTAL AGREEMENT AMENDMENT  
2021CMIP022A1 WITH THE STATE OF COLORADO HEALTH CARE POLICY & FINANCING**

**WHEREAS**, pursuant to C.R.S. §§ 30-11-101(1)(e) and 30-11-107(1)(e), the Board of County Commissioners of the County of El Paso, State of Colorado (hereinafter "Board"), has the legislative authority to represent the County and manage the business and concerns of the County; and

**WHEREAS**, the stated purpose of this Intergovernmental Agreement (IGA) amendment is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities; and

**WHEREAS**, this IGA allows El Paso County Department of Human Services (DHS) to receive incentive payments for meeting or exceeding performance goals for work performed in relation to Health First Colorado / Medicaid; and

**WHEREAS**, the tasks that are eligible for incentive payment consideration are part of the regular program workload and entering into this IGA does not create a workload burden for DHS; and

**WHEREAS**, DHS may receive incentive payments for the completion of Health First Colorado / Medicaid-related work that satisfies criteria as outlined in the IGA.: Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, Cybersecurity Performance Incentive Standard, and Continuous Coverage Performance Incentive Standard. DHS may be eligible to receive incentive payment in more than one category.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of the County of El Paso, State of Colorado, hereby enters into Intergovernmental Agreement Amendment 2021CMIP022A1 with the State of Colorado Health Care Policy & Financing to facilitate DHS's continuing participation in the HCPF earned incentive program.

**BE IT FURTHER RESOLVED** that the Chair of the Board of County Commissioners, a duly elected, and qualified member, or the Vice Chair, a duly elected and qualified member of the Board of County Commissioners, be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

Done this 27<sup>th</sup> day of July 2021 at Colorado Springs, Colorado.

ATTEST



**BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO**

*Stan Vanderwey*  
Chair

Chuck Broerman  
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El Paso County, CO



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## CONTRACT AMENDMENT #1

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Original Contract Number</b> 2021CMIP022
<b>Contractor</b> El Paso County	<b>Amendment Contract Number</b> 2021CMIP022A1
<b>Current Contract Maximum Amount:</b> Initial Term State Fiscal Year 2021                      \$775,493.13 Extension Terms State Fiscal Year 2022                      \$775,493.13  Total for All State Fiscal Years                      \$1,550,986.26	<b>Contract Performance Beginning Date</b> July 1, 2021  <b>Current Contract Expiration Date</b> June 30, 2022

#### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<b>CONTRACTOR</b> Stan VanderWerf, Commissioner El Paso County	<b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director
By: _____  Date: _____	By: _____  Date: _____

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

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

By: \_\_\_\_\_

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

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in §3.B of this Amendment.

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment July 1, 2021 and shall terminate on the termination of the Contract June 30, 2022.

**4. PURPOSE**

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

**5. MODIFICATIONS**

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. This amendment is modifying the previous scope of work, deleting the previous statement of work, and replacing it with Exhibit A1 as shown below.
- D. This amendment is adding Exhibit D: Review Sample Size Exemption Process Flow.

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

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the

Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

## **EXHIBIT A1, STATEMENT OF WORK**

### **1. TERMINOLOGY**

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
  - 1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.
  - 1.1.2. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month= 93% until we reach 95%)
  - 1.1.3. Child Health Plan *Plus* (CHP+) – public low-cost health insurance for certain children and pregnant women.
  - 1.1.4. Compliance - these measures are tied to contracts or to ensure Colorado does not fall below expected standards.
  - 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 Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor’s Office of Information Technology pursuant to §§24-37.5-401, *et seq.*, C.R.S.
  - 1.1.8. Colorado interChange (interChange) – the State’s claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
  - 1.1.9. Correction Action Plan (CAP) - A formal plan implemented with technical assistance to address non-compliance and/or performance.
  - 1.1.10. County Administration website – the Department’s public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).
  - 1.1.11. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado’s Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
  - 1.1.12. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
  - 1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

- 1.1.14. **Disenroll or Disenrollment** – The act of processing a change in circumstance that affects a member’s eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.15. **Governor’s Office of Information Technology (OIT)** – The office created by and described in §§24-37.5.101, *et seq.* C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.
- 1.1.16. **HCPF Memo Series** - The Department’s policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.
- 1.1.17. **Health First Colorado** – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.
- 1.1.18. **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.
- 1.1.19. **Improvement Action Plan (IAP)** - An informal plan implemented with technical assistance to address non-compliance and/or performance that may lead to noncompliance.
- 1.1.20. **Information Technology Service Provider (ITSP)** - A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.
- 1.1.21. **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.
- 1.1.22. **Management Decision Letter (MDL)** -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.23. **Member** – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
- 1.1.24. **Medicaid Assistance Performance (MAP) Dashboards** - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county’s actual performance. The MAP Dashboards highlights each county’s performance and quality.
- 1.1.25. **Performance Measure** - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.26. **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.
- 1.1.27. **PuMP** - Performance Measurement Process developed by Stacey Barr.
- 1.1.28. **Reporting Period** – The period of time for each performance standard used to measure whether the Contractor met that standard.

- 1.1.28.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
- 1.1.28.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.29. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.30. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.
- 1.1.31. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.32. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.33. Timely Disenrollment – Processing a change in a member’s circumstance and making a determination within fifteen (15) calendar days.
- 1.1.34. 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.
- 1.1.35. Target - Degree of performance we are aiming to achieve (i.e. 95% Timeliness)
- 1.1.36. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.37. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.

## **2. COUNTY DETERMINATIONS**

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

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

- 3.1. Systems Utilized to Determine Compliance
  - 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor’s county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor’s compliance with certain Performance Incentive Standards. This data will be visualized on each county’s MAP Dashboards.
  - 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor’s county, the Department may utilize data from the Colorado interChange system.
  - 3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.
- 3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.2. **Communications Utilized to Determine Compliance**
  - 3.2.1. To fulfill the requirements in Exhibit A1 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 Performance Incentives Standard Program referenced throughout this Agreement.
  - 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

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

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. **Accuracy Performance Incentive Standard**
  - 4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility.
    - 4.2.1.1. **Accuracy Targets**
      - 4.2.1.1.1. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.
        - 4.2.1.1.1.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).
      - 4.2.1.1.2. The Errors that do not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility.
        - 4.2.1.1.2.1. The Errors that do not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).



4.2.1.2. HCPF Quality Assurance Process and Accuracy Dashboard

42121. The Contractor shall comply with HCPF Operational Memo (OM) 21-030, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.2.1.1. The QA case reviews occur monthly.

4.2.1.2.1.2. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor.

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

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

4.2.1.2.1.5. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.2.1.2.2. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the County Directors and County Commissioners.

4.2.1.3. Setting Accuracy Targets and Benchmarks

42131. The Department shall use the May 2021 data, which will be published on the June 2021 MAP Accuracy Dashboard, to set the Second Reporting Period targets and quarterly benchmarks. The Department shall communicate the targets and benchmarks the Contractor is required to meet at the conclusion of the Second Reporting Period through HCPF Memo Series.

4.2.1.4. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.4.1. The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the June 2022 Accuracy data, available in the July 2022 MAP Accuracy Dashboard, to determine whether the Contractor met or exceeded the specified Accuracy target.

4.2.1.4.2. The Department will take the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has zero (0) decimal places and will not be rounded.

4.2.1.5. Review Sample Size Exemptions

4.2.1.5.1. If the Contractor has a review sample size, as defined in section 4.2.1.5.2, performed by HCPF QA, the Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.5.2. Definition of Review Sample Size