AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Department of Health Care Policy and Fina

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & Dept. Health Care Policy & Finance

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The Parties entered into the Agreement to create incentives for counties that achieve certain
incentive performance standards related to Medicaid eligibility and cooperation with other

Fiscal Impact: to be determined

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/13/2015

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 10/13/2015 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 10/14/2015

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

Agenda Date: 10/20/2015

Revised April 2015

AGREEMENT AMENDMENT NO. 1

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 Department of Health Care Policy and Financing, 1570 Grant Street, Denver, CO 80203 (hereinafter called "HCPF" or the "Department"), and the Gunnison County (hereinafter called "Contractor"), who may collectively be called the "Parties" and individually a "Party", both of which are agencies of the STATE OF COLORADO, hereinafter called the "State".

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"). HCPF shall not be liable to pay or reimburse Contractor 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 incentives for counties that achieve certain incentive performance standards related to Medicaid eligibility and cooperation with other Medicaid related entities. The purpose of this Amendment is to add exhibits and update the incentives.

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:

HIPAA Business Associate Addendum
Exhibit A, Statement of Work
Exhibit B, Rates
Exhibit C, Sample Option Letter
Exhibit D, Small, Medium, and Large County List

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

D. Exhibit B, Rates, Section 1.2., SFY 2015-16 Incentive Payment Table, is hereby deleted in its entirety and replaced with the following:

1.2. SFY 2015-16 Incentive Payment Table

Incentive Payment Name	**Payment Amount**
Court Settlement Timeliness Incentive Payment	$7,458.95
Collaboration Incentive Payment	$2,797.10
Application Backlog Incentive Payment	$3,729.51
Training Incentive Payment	$2,797.10
MEQIP Reporting Incentive Payment	$1,864.73
Total Maximum Available for all Incentive Payments	**$18,647.39**

E. Exhibit B, Rates, Section 2.2., SFY 2015-16 Pool Maximum County Share Table, is hereby deleted in its entirety and replaced with the following:

2.2. SFY 2015-16 Pool Maximum County Share Table

Payment	**Pool Maximum Distribution Amount**
Total Maximum Available for Pool Distributions	$6,215.80

F. Exhibit D, Small, Medium and Large County List, is hereby attached hereto and incorporated herein.

7. START DATE

This Amendment shall take effect on its Effective Date.

8. ORDER OF PRECEDENCE

Execpt for the HIPAA Business Associates Addendum, 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 HCPF 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

By:_____
Name of authorized signer
Title

Date: _____

Department of Health Care Policy and Financing

By:_____
Susan E. Birch, MBA, BSN, RN
Executive Director

Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____

Department of Health Care Policy and Financing

Date:_____

EXHIBIT A-1, 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. Behavioral Health Organization (BHO) - An organization that arranges for enrolled Clients to get medically necessary behavioral health services. For a list of BHOs, please see the County Incentive Program Guide.

1.1.3. Backlogged Determination – Any Untimely Determination that is not yet complete.

1.1.4. Client – An individual who is eligible for the Colorado Medical Assistance Program.

1.1.5. Determination – The act of determining if an Applicant is eligible for the Colorado Medical Assistance Program.

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

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

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

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

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

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

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

1.1.11. Small, Medium and Large County – The size of the county is determined by the case- and workload of Medical Assistance enrollment; for a list of how all counties are classified for the purposes of this contract, see Exhibit D.

1.1.12. County Incentives Program Guide – A supplemental document, provided by the Department to each County, that defines the expectations of the Department for the county incentive program. This includes lists of collaboration partners, required forms and other relevant materials.

2. COUNTY DETERMINATIONS

2.1. The Contractor shall perform all Medicaid 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. PERFORMANCE INCENTIVE PROGRAM

3.1. The Contractor may earn an incentive payment to reimburse it for a portion of its cost sharing as described in this Section 3.

3.2. Court Settlement Timeliness Incentive Standard

3.2.1. The Contractor may earn a Court Settlement Timeliness Incentive Payment for each Reporting Period in which at least ninety-five percent (95%) of all Determinations and Redeterminations completed were Timely Determinations/Redeterminations.

3.2.1.1. To determine the timeliness percent for this standard, the Department shall total up all Timely Determinations and 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. The Department shall round these calculated percentages to two (2) decimal places. The Contractor shall be paid for each Reporting Period it meets the incentive standards after the end of the fiscal year in which the work was performed.

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

3.2.1.3. The Department will not include any Untimely Determinations/Redeterminations in its calculation of this performance standard if the Department has approved that Untimely Determination/Redetermination as being untimely because of unusual circumstances. Determinations/Redeterminations may be delayed for unusual circumstances as described in 10 C.C.R. 2505-8.100.3.D(d).

3.2.1.3.1. The Contractor shall submit documentation with the semi-annual report to request the Department's approval of that Determination as being untimely because of unusual circumstances. The Contractor shall use the exemption request forms in the County Incentives Program Guide for documentation. When sending the form back to the Department, the Contractor shall name the electronic file using the following naming mechanism "County Name.Timeliness Exemption Request.Date" with the date being the end of the reporting period in which the exemption is filed.

3.2.1.3.2. The Department may approve or reject any request for Untimely Determination exemption and may limit the total number of exempted Untimely Determinations.

3.2.2. The Department will determine the Contractor's compliance with the Court Settlement Timeliness Incentive Standard during each Reporting Period utilizing data from the monthly Court Reports. Instructions for the Contractor to look up cases included in the court reports are in the County Incentives Program Guide.

3.3. Collaboration Incentive Standard

3.3.1. The Contractor may earn a Collaboration Incentive Payment for each Reporting Period in which it has hosted or attended Collaboration meetings with the partners described below.

3.3.1.1. The Contractor shall host or attend at least one (1) meeting with at least three (3) of the following during each calendar quarter:

3.3.1.1.1. Each Behavioral Health Organization (BHO) that serves Clients in the Contractor's County. See list of BHOs in the County Incentives Program Guide.

3.3.1.1.2. Each Local Public Health Agency (LPHA) that serves Clients in the Contractor's County.

3.3.1.1.3. Each Medical Assistance Site (MA Site) that serves Clients in the Contractor's County. See list of MA Sites in the County Incentives Program Guide.

3.3.1.1.4. Each Regional Care Collaborative Organization (RCCO) that serves Clients in the Contractor's County. See list of RCCOs in the County Incentives Program Guide.

3.3.1.1.5. Regional Connect For Health Colorado Partners (C4).

3.3.1.1.6. Hospitals and Clinics that serve Clients in the Contractor's County.

3.3.1.1.7. Federally Qualified Health Clinic (FQHC) that serves Clients in the Contractor's County.

3.3.1.1.8. Private Practice Providers such as Medical, Dental or Behavioral Health that serve Clients in the Contractor's County.

3.3.1.1.9. Community Mental Health Centers (CMHC) that serve Clients in the Contractor's County. See list of CMHCs in the County Incentives Program Guide.

3.3.1.1.10. Long-term Care Facilities that serve Clients in the Contractor's County.

3.3.1.1.11. Single Entry Point (SEP) Agencies that serve Clients in the Contractor's County. See list of SEPs in the County Incentives Program Guide.

3.3.1.1.12. County Sheriff/Local Law Enforcement that serves Clients in the Contractor's County.

3.3.1.1.13. Ute Mountain Ute Tribe.

3.3.1.1.14. Southern Ute Indian Tribe.

3.3.1.2. The Contractor may combine any or all of the meetings in this Section 3.3 to meet the Collaboration Incentive Standard and does not need to have individual meetings with each of the entities listed in section 3.3.1.1.

3.3.1.3. The Contractor may also host any or all of the meetings in this Section 3.3 in collaboration with other counties, but in the event that it does combine any meeting with another county or other counties, the Contractor shall provide at least one (1) representative to attend that meeting.

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

3.3.1.4.1. The agenda shall include the following topics:

3.3.1.4.1.1. Recognition of the roles and responsibilities for each of the partners.

3.3.1.4.1.2. Cultivating collaboration and the coordination of services among all of the partner agencies.

3.3.1.4.1.3. Establishing two (2) to three (3) goals that the partners would like to accomplish over the next year to improve clients' access to care.

3.3.1.4.2. In the event that 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.

3.3.1.5. The Contractor shall take meeting minutes and compile a list of attendees for each meeting it hosts. In the event that the Contractor hosts a meeting in collaboration with another county or other counties, then the Contractor may create the meeting minutes and list of attendees in collaboration with those other counties.

3.3.1.5.1. The Contractor shall document its compliance with the Collaboration Incentive Standard by submitting the Collaboration Incentive template, see the County Incentives Program Guide, providing the Department with the meeting agenda, meeting minutes and list of attendees for each meeting it hosted, either individually or collaboratively with other counties and the two (2) to three (3) goals as described in 3.3.1.4.1.3. The Department will determine the Contractor's compliance with the Collaboration Incentive Standard based on the submission of the meeting agendas, meeting minutes and list of attendees for all meetings during the Reporting Period. The Contractor shall use the Collaboration Incentive Template found in the County Incentives Program Guide to organize the documentation. When sending the Collaboration Template back to the Department, the Contractor shall name the electronic file using the following naming mechanism "County Name.Collabortion Incentive.Date" with the date being the end of the reporting period in which the exemption is filed.

3.4. Application Backlog Incentive Standard

3.4.1. The Contractor may earn an Application Backlog Incentive Payment for each Reporting Period in which the Application Backlog for new applications and redeterminations is within the limits described in the following table:

3.4.1.1. County Backlog Table

	County Size	Limit
New Applications		
	Large	< 100
	Medium	< 15
	Small	< 5
Redeterminations		
	Large	<300
	Medium	<30
	Small	<10

3.4.1.2. The Department will not include any Backlogged Determination in its calculation of this performance standard if the Department has approved that Determination as being backlogged because of unusual circumstances.

3.4.1.2.1. The Contractor shall submit documentation with the semi-annual report to request the Department's approval of that Determination as being in backlog because of unusual circumstances. The Contractor shall use the exemption request forms in the County Incentives Program Guide for documentation. When sending the form back to the Department, the Contractor shall name the electronic file using the following naming mechanism "County Name.Backlog.Exemption Request.Date" with the date being the end of the reporting period in which the exemption is filed.

3.4.1.2.2. The Department may approve or reject any request for Backlogged Determination exemption and may limit the total number of exempted Backlogged Determinations.

3.5. Training Incentive Standard

3.5.1. The Contractor may earn the Training Incentive Payment for each Reporting Period as long as at least seventy five percent (75%) of its medical eligibility full time equivalents (FTE) staff complete nine (9) hours of training. The required amount of training can be spread throughout both reporting periods, as long as the required amount is met at the conclusion of the second reporting period. Eligible trainings shall include:

3.5.1.1. Medical eligibility training through the Health Care and Economic Security Staff Development Center (SDC), County trainers who are certified through the SDC and Department training.

3.5.1.2. When the Department launches its new Learning Management System (LMS), the Contractor will have the option to access and track online training in addition to the SDC's curriculum.

3.5.2. Statewide, regional or local training may qualify to meet the Training Incentive. The Contractor shall seek approval for training developed by sources other than the SDC, Department or SDC certified county trainers in advance of submitting the documentation for the Training Incentive.

3.5.2.1. The Contractor shall provide agendas, training content and proof of participation through sign-in sheets or printed reports, such as those available through the SDC's LMS.

3.6. MEQIP Reporting Incentive

3.6.1. The Contractor may earn a Medicaid Eligibility Quality Improvement Plan (MEQIP) Reporting Incentive for each Reporting Period in which all quarterly reports and the annual review plan are submitted by the specified due date below. If the due date falls on a non-working day then the Contractor shall submit the report on the first working day after the due date.

MEQIP Quarterly Report	Reporting Period	Due Date*
Quarter 1 Report	July, August & September	November 1st
Quarter 2 Report	October, November & December	February 1st

Revised Annual Plans	July 1st - June 30th	March 31st
Quarter 3 Report	January, February & March	May 1st
Quarter 4 Report	April, May & June	August 1st

3.7. Quarterly Reporting

3.7.1. The Contractor shall create a Semi-Annual Incentive Report for each Reporting Period that includes all of the following for the Reporting Period:

3.7.1.1. The meeting agendas, meeting minutes, lists of attendees and goals to document its compliance with the Collaboration Incentive Standard.

3.7.1.2. Any Untimely Determination exemption forms for the Reporting Period.

3.7.1.3. Any Backlogged Determination exemption forms for the Reporting Period.

3.7.1.4. All Training Reports for the Reporting Period.

3.7.2. The Contractor shall submit the Semi-Annual Incentive Report to the Department.

3.7.2.1. DELIVERABLE: Semi-Annual Incentive Report

3.7.2.2. DUE: January 5th for the first reporting period ending December 31st and July 5th for the second reporting period ending June 30th

4. COMPENSATION

4.1. Compensation

4.1.1. Incentive Payment

4.1.1.1. The Department shall pay the Contractor an Incentive Payment for each incentive standard it meets during the applicable Reporting Period as follows:

4.1.1.1.1. The Department shall pay the Contractor a Court Settlement Timeliness Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.1.1.2. The Department shall pay the Contractor a Collaboration Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.1.1.3. The Department shall pay the Contractor a MEQIP Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.1.1.4. The Department shall pay the Contractor an Application Backlog Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

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

4.1.2. Remaining Funds Incentive Pool Payment

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

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

4.1.2.1.1.1. The total amount of all base incentive payments allocated to any counties that selected to not participate in the County Medicaid Eligibility Determination Incentive Program for that SFY.

4.1.2.1.1.2. Each of the base incentive payments that were not earned by a county during a Reporting Period in that SFY.

4.1.2.1.2. In the event that 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.

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

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

4.1.2.2.2. 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.

4.1.2.2.3. 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 4.2.2.

4.1.2.3. To carry out the Work under this Contract, the Contractor shall comply with the County Incentive Program Guide.

4.2. Payment Procedures

4.2.1. The Contractor shall receive an incentive allocation for each of the Reporting Periods within ninety days (90) days following the end of the fiscal year in which the work was performed. This allocation will reflect the maximum the contractor can earn for each incentive type per Reporting Period.

4.2.2. Actual incentive payment maximums are dependent on the county share of Medicaid expenditure. In no event shall Contractor be paid more than the Contractor's county share of Medicaid expenditure in any Reporting Period.

4.2.3. The Department may add any unearned funds from the first Reporting Period into to the second Reporting Period allocation for any SFY.

4.2.3.1. The Contractor shall receive the incentive payment through the County Financial Management System (CFMS).

4.2.4. The Department may use any unearned second Reporting Period incentive payments during the county administration close out process.

4.2.4.1. In the event that the Contractor believes that the calculation or determination of any payment is incorrect, the Contractor shall notify the Department of the error within thirty (30) days of receipt of the payment or notification of the determination of the payment, as appropriate. The Department will review the information presented by the Contractor and may make changes based on this review. The determination or calculation that results from the Department's review shall be final. No disputed payment shall be due until after the Department has concluded its review.

EXHIBIT D, 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