AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement Amendment No. 2; Department of Health Ca

Action Requested: Board of County Commissioners' Signature

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

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

Summary:

Medicaid Incentive Contract for Gunnison and Hinsdale Counties. Gunnison Contract is only an amendment, Hinsdale Contract is a full contract

Fiscal Impact: Hinsdale County $4113.25, Gunnison Cnty, $18,929

Submitted by: Randy Morgan **Submitter's Email Address:** rmorgan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, ongoing program, included in 2016 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/17/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 5/17/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/19/2016

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

Agenda Date: 6/7/2016

Revised April 2015

AGREEMENT AMENDMENT NO. 2

Original Agreement Routing Number 2015CMIP051A2

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 the 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"). HCPF 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 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 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 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, 2017, unless sooner terminated or further extended as specified elsewhere herein.

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

A. Maximum Amount

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

State Fiscal Year 2014-15	$22,341.94
State Fiscal Year 2015-16	$24,863.19
State Fiscal Year 2016-17	$18,929.07
Total for All State Fiscal Years	$66,134.20

C. 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-2, Statement of Work
Exhibit B, Rates
Exhibit C, Sample Option Letter
Exhibit D, List of CDHS programs for Training Incentive
Exhibit E, Small, Medium, Large County List

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

B. Exhibit B, Rates, Section 1.3., SFY 2016-17 Incentive Payment Table, is hereby added as follows:

1.3. SFY 2016-17 Incentive Payment Table

Incentive Payment Name	**% of Funding**	**Payment Amount**
Court Settlement Timeliness Incentive Payment	25%	$3,549.20
Collaboration Incentive Payment	20%	$2,839.36

Application Backlog Incentive Payment	25%	$3,549.20
Training Incentive Payment	15%	$2,129.52
MEQIP Incentive Payment	15%	$2,129.52
Total Maximum Available for all Incentive Payments		**$14,196.80**

C. Exhibit B, Rates, Section 2.3., SFY 2016-17 Pool Maximum County Share Table, is hereby added as follows:

2.3. SFY 2016-17 Pool Maximum County Share Table

Pool Name	**Pool Maximum Distribution Amount**
Total Maximum Available for all Pool Distributions	**$4,732.27**

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-2, 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 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. Client – An individual who is eligible for the Colorado Medical Assistance Program.

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

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

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

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

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

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

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

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

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

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

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

1.1.15. Small, Medium and Large County – The size of the county is determined by the case- and workload of Medical Assistance enrollment

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

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

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.

2.2. To determine whether the Contractor met any or all of the Incentive Standards when completing determinations and redeterminations within the Contractor's county, the Department will utilize the COGNOS/DSS01 systems to pull the following reports:

2.2.1. Weekly Timeliness

2.2.2. Detailed Timely Processing of Medical Applicant Determinations/Redeterminations

2.2.3. Mass Update Case Error Details

2.2.4. Non-MAGI Redeterminations Due

2.2.5. Redeterminations Due for Self-employment and individuals without a Social Security Number

2.2.6. Verifications Due

2.3. The above list is not all-inclusive and the Department may add additional reports from the COGNOS/DSS01 systems to determine whether the Contractor met any or all of the Incentive Standards.

2.4. The date the data or reports will be pulled from the COGNOS/DSS01 systems will be defined in each applicable Incentive Standard.

2.5. The Department will communicate to the Contractor, through various pre-existing methods, when new reports are available that may be utilized in determining whether the Contractor met any or all of the Incentive Standards.

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 Section 3.

3.1.1. To fulfill the requirements in Exhibit A-2 Statement of Work and earn an incentive payment, the Contractor shall utilize and comply with the County Incentive Program Guide.

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. The calculation for the Court Settlement Timeliness Incentive Standard will be Timely Determinations plus (+) Timely Redeterminations divided by (/) All Determinations plus (+) All Redeterminations completed during that Reporting Period.

3.2.1.3. 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.

3.2.1.4. 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 as specified in Section 4, Exemptions.

3.2.1.4.1. 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 form in the County Incentives Program Guide for documentation.

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.

3.2.2.1. Data and reports for the Court Settlement Timeliness Incentive Standard will be pulled the first working day after the end of each Reporting Period.

3.3. Collaboration Incentive Standard

3.3.1. The Contractor may earn a Collaboration Incentive Payment for each Reporting Period in which it 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. Community Centered Boards (CCB). See list of CCBs in County Incentives Program Guide.

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

3.3.1.1.14. Ute Mountain Ute Tribe.

3.3.1.1.15. 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 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 Section 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.

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	≤360
	Medium	≤36
	Small	≤12

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 backlogged because of unusual circumstances. The Contractor shall use the exemption request form in the County Incentives Program Guide for documentation.

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.

3.4.1.3. The Department will utilize data and reports from the COGNOS/DSS01 systems as specified in Section 2.2 to conclude whether the Contractor's Determinations and Redeterminations are within the limits as set in Section 3.4.1.1.

3.4.1.3.1. Data and reports for the Application Backlog Incentive Standard will be pulled the first working day after the end of each Reporting Period.

3.4.1.3.2. 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.

3.4.1.3.3. 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.

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 assistance eligibility technicians and supervisors complete the designated number of hours based on the number of programs with which the technician or supervisor works. This will be based on the eligibility technician or supervisor having the adequate security profile in CBMS as described in Section 3.5.1.4.

3.5.1.1. The medical assistance eligibility technician will be responsible for nine (9) hours of training in the contractual period if the technician has the security profile to only authorize medical assistance.

3.5.1.2. The medical assistance eligibility technician will be responsible for six (6) hours of training in the contractual period if the technician has the security profile to authorize medical assistance plus one (1) additional program from Exhibit D.

3.5.1.3. The medical assistance eligibility technician will be responsible for three (3) hours of training in the contractual period if the technician has the security profile to authorize medical assistance plus two (2) or more additional programs from Exhibit D.

3.5.1.4. The types of CBMS access user roles subject to the Training Incentive Standard include Management and Eligibility Enrollment Specialist (EES).

3.5.2. 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 not requiring pre-approval shall include:

3.5.2.1. 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.

3.5.2.2. 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 Incentive.

3.5.3. 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.

3.5.3.1. The Contractor shall log the training hours in the Department's LMS for trainings not offered through the SDC, the Department, or an SDC certified trainer and submit the content below.

3.5.3.1.1. The Contractor shall provide agendas, training content and proof of participation when logging trainings not offered through the SDC, the Department, or an SDC certified trainer.

3.6. Medicaid Eligibility Quality Improvement Plan (MEQIP) Incentive Standard

3.6.1. The Contractor may earn a MEQIP Incentive for each Reporting Period the Contractor meets all of the requirements as laid out in Section 3.6.1.

3.6.1.1. The accurate authorizations of the Contractor's Determinations and Redeterminations, as measured by the Contractor's quarterly MEQIP reporting, must be greater than or equal to ninety percent (90%).

3.6.1.2. In the event the Contractor completes ten (10) or less MEQIP case reviews for any given quarterly report, then the accurate authorizations of the Contractor's Determinations and Redeterminations must be greater than or equal to seventy percent (70%).

3.6.1.3. The Contractor shall submit all quarterly reports and the annual review plan 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

3.6.1.4. The quarterly reports and the annual review plan submitted by the Contractor must be deemed complete per the requirements as specified in the MEQIP Manual or as specified by the MEQIP program manager. For those quarterly reports and the annual review plan deemed incomplete per the MEQIP Manual and/or MEQIP program manager, it shall be deemed that the Contractor did not follow the requirements for the timely submission of the quarterly reports and the annual review plan as specified in 3.6.1.3.

3.6.2. The Contractor's quarterly MEQIP reporting submissions are subject, at any time and without prior notification, to re-review and audit by the Department to ensure accuracy of the Contractor's results.

3.6.2.1. If the re-review or audit of the Contractor's MEQIP reporting finds inaccuracies on cases re-reviewed or audited, the Contractor will be required to submit a Corrective Action Plan (CAP) within 30 days of notification of the inaccuracies. The Contractor shall address the inaccuracies found in the re-review or audit in the Corrective Action Plan by detailing training, process, or business improvements to be made.

3.7. Semi-Annual 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 including the Collaboration Template to document its compliance with the Collaboration Incentive Standard.

3.7.1.2. Any Court Settlement Timeliness Incentive Standard and Application Backlog Incentive Standard exemption forms for the Reporting Period.

3.7.1.3. 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. EXEMPTIONS

4.1. 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.

4.1.1. The Department will not include any Untimely Determinations/Redeterminations in its calculation of the Court Settlement Timeliness Incentive Standard and/or the Application Backlog Incentive Standard if the Department has approved that Untimely Determination/Redetermination as being untimely because of unusual circumstances as specified in 4.1.

4.1.2. 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.

4.1.3. 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.

4.2. 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 both the Court Settlement Timeliness Incentive Standard and Application Backlog Incentive Standard.

4.2.1. 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:

4.2.1.1. 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.

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

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

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

4.2.1.5. Failure of the Contractor to pull any and all applicable COGNOS reports for the purposes of fulfilling Exhibit A-2, Statement of Work.

4.2.2. The reasons for denial of an exemption as stated in Section 4.2.1 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in Section 4.

4.2.2.1. Prior to denying an exemption for reasons beyond those stated in Section 4.2.1, 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 4, Exemptions.

5. COMPENSATION

5.1. Compensation

5.1.1. Incentive Payment

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

5.1.1.1.1. 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.

5.1.1.1.2. 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.

5.1.1.1.3. 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.

5.1.1.1.4. 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.

5.1.1.1.5. 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.

5.1.2. Remaining Funds Incentive Pool Payment

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

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

5.1.2.1.1.1. 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.

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

5.1.2.1.2. 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.

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

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

5.1.2.2.2. 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.

5.1.2.2.3. 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 4.2.2.

5.2. Payment Procedures

5.2.1. 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.

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

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

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

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

5.2.4.1. 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, LIST OF COLORADO DEPARTMENT OF HUMAN SERVICES (CDHS) PROGRAMS FOR TRAINING INCENTIVE

The below list provides a list of eligible CDHS programs that will assist the Contractor in determining how many training hours are required based on the number of programs each eligibility technician and/or supervisor works.

1. Supplemental Nutrition Assistance Program (SNAP)
    a. Also known as Food Assistance/Food Stamps
2. Temporary Assistance to Needy Families
    a. Also known as Colorado Works
3. Adult Financial
4. Child Welfare
5. Child Support Services
6. Adult Protective Services
7. Low Income Energy Assistance Program
    a. Also known as LEAP
8. Colorado Child Care Assistance Program
    a. Also known as CCAP
9. Employment First

EXHIBIT E, 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