AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement Amendment No. 3 County Incentives Progra

Action Requested: County Manager Signature

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

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

Summary:

County Incentive measures timelines and accuracy of medical assistance applications

Fiscal Impact: 24370.78

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

Finance Review: (●) Required ( ) Not Required

Comments:
Continuation of on-going process. no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/25/2017

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

Comments:
ok db 7/25/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/25/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/28/2017

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

Agenda Date: 8/1/2017

Revised April 2015

COLORADO
Department of Health Care Policy & Financing

Department of Health Care Policy & Financing
1570 Grant Street
Denver, CO 80203

July 19, 2017

County Partners,

Attached you will find the contract amendment for the FY 2017-18 County Incentives Program. Please follow the instructions below to have them signed and returned to the Colorado Department of Health Care Policy and Financing **no later than August 15, 2017.**

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 is **NOT** acceptable.

2. **Sign all three originals by an authorized signer.**
    a. All signatures must be original; electronic signatures and signature stamps are **NOT** acceptable.

3. **Send the three signed originals AND a copy of <u>Certificate of Liability Insurance</u>.**
    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.

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

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

AGREEMENT AMENDMENT NO. 3

Original Agreement Routing Number 2015CMIP051A3

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"). 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 Incentive Performance 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 Incentives Performance 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-3, Statement of Work
Exhibit B, Rates
Exhibit C, Sample Option Letter
Exhibit D, List of CDHS programs for Training Performance Incentive
Exhibit E, Small, Medium, Large County List
Exhibit F, List of Mandatory Trainings for Training Performance Incentive

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

A. Maximum Amount

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

State Fiscal Year 2014-15	$22,341.94
State Fiscal Year 2015-16	$24,863.19
State Fiscal Year 2016-17	$18,929.07
State Fiscal Year 2017-18	$19,470.43
Total for All State Fiscal Years	$85,604.62

C. Section 10, Confidential Information, Subsection B, Health Insurance Portability & Accountability Act of 1996 ("HIPAA"), Paragraph ii, Business Associate Contract is hereby deleted in its entirety.

D. Section 16, Notices and Representatives is hereby deleted in its entirety and replaced with the following:

16. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For the State:
Joshua Montoya
Department of Health Care Policy and Financing
1570 Grant Street
Denver, CO 80203
Joshua.Montoya@hcpf.state.co.us

For the Contractor: The Contractor shall provide the Department with the name and address of its principal representative. In the event that the Contractor does not provide this information to the Department, all notices required to be given hereunder shall be delivered to the attention of the Contractor's director of human services or director of social services, at the general address on file with the Department.

E. Section 19, General Provisions, Subsection I, Order of Precedence, Paragraph ii, HIPAA Business Associate Addendum is hereby deleted in its entirety.

F. Attachment A, HIPAA Business Associate Addendum, is hereby deleted in its entirety.

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

H. Exhibit B, Rates, Section 1.3., SFY 2017-18 Incentives Payment Table, is hereby added as follows:

1.3. SFY 2017-18 Incentives Payment Table

Incentive Payment Name	**% of Funding**	**Payment Amount**
Eligibility Timeliness and Backlog Performance Incentive Payment	35%	$5,110.99
Collaboration Performance Incentive Payment	20%	$2,920.56
Long Term Services and Supports (LTSS) Performance Incentive Payment	10%	$1,460.28
Training Performance Incentive	15%	$2,190.42
Child Welfare Performance Incentive Payment	20%	$2,920.56
Total Maximum Available for all Incentive Payments		**$14,602.82**

I. Exhibit B, Rates, Section 2.3., SFY 2017-18 Pool Maximum County Share Table, is hereby added as follows:

2.3. SFY 2017-18 Pool Maximum County Share Table

Pool Name	**Pool Maximum Distribution Amount**
Total Maximum Available for all Pool Distributions	**$4,867.61**

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 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	Department of Health Care Policy and Financing
By:_____	By:_____ Susan E. Birch, MBA, BSN, RN 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 INSERT-Name of Agency or IHE

Date:_____

EXHIBIT A-3, 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 all sixty-four (64) of Colorado's counties.

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

1.1.3. 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.

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

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

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

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

1.1.8. Colorado interChange (interChange) – the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.

1.1.9. County 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 supporting documentation for the Child Welfare Incentive and Training Incentive, Collaboration Incentive partner information, required forms and templates and other relevant materials.

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

1.1.11. DSS1 – A two-way communication form between the financial eligibility worker and the case management agency that can include the ULTC 100.2 certification and the financial eligibility determination.

1.1.12. Member – An individual who is eligible for the Colorado Medical Assistance Program; also known as a client.

1.1.13. Regional Care Collaborative Organization (RCCO) – contracted entities of the Department that are responsible for carrying out the goals of the Accountable Care Collaborative.

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

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

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

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

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

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

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

1.1.19. 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.

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

1.1.21. 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.

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 INCENTIVES PERFORMANCE STANDARDS

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

3.1.1. Weekly Timeliness.

3.1.2. Detailed Timely Processing of Medical Applicant Determinations/Redeterminations.

3.1.3. Mass Update Case Error Details.

3.1.4. Non-MAGI Redeterminations Due.

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

3.1.6. Verifications Due.

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

3.3. The above list of systems and reports 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 of the Incentives Performance Standards.

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

3.5. The Contractor shall utilize Section 3, Determining Compliance with Incentives Performance Standards, and information in the County Incentives Program Guide, to assist with pulling applicable data and reports to determine the Contractor's compliance with any or all of the Incentives Performance Standards.

4. INCENTIVES PERFORMANCE STANDARD PROGRAM

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

4.1.1. To fulfill the requirements in Exhibit A-3 Statement of Work and earn an incentive payment, the Contractor shall utilize and comply with the County Incentives Program Guide.

4.1.1.1. The Contractor shall utilize the County Incentives Program Guide to find any forms, templates, program contacts or additional information needed to operationalize the Incentives Performance Standard Program referenced throughout this Agreement.

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:

4.2.1.1. Completes at least ninety-five percent (95%) of all Determinations and Redeterminations as Timely Determinations and Timely Redeterminations and,

4.2.1.2. The Backlogged Determinations average and Backlogged Redeterminations average at the end of each Reporting Period is within the limits described in the following table:

4.2.1.2.1. County Backlog Table

	County Size	Limit
New Applications		
	Large	≤ 100
	Medium	≤ 15
	Small	≤ 5
Redeterminations		
	Large	≤360
	Medium	≤36
	Small	≤12

4.2.1.3. 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.

4.2.1.3.1. The Court Order Based Timeliness Report's Weekly Backlog by County Report of the first week of each month will be used to determine the Contractor's amount of Backlogged Determinations.

4.2.1.4. 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.

4.2.1.4.1. The Court Order Based Timeliness Report's Weekly Backlog by County Report of the first week of each month will be used to determine the Contractor's number of Backlogged Redeterminations.

4.2.1.5. The Department will round both the Backlogged Determinations average and Backlogged Redeterminations average to a whole number.

4.2.1.6. To determine the timeliness percent for this Performance Standard, the Department shall total up 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. The Department shall round these calculated percentages to two (2) decimal places.

4.2.1.7. 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.

4.2.1.8. The Department will not include any Untimely Determinations/Untimely Redeterminations and/or Backlogged Determinations/Backlogged Redeterminations in its calculation of this Performance Standard if the Department has approved those Untimely Determinations/Untimely Redeterminations and/or Backlogged Determinations/Redeterminations as being untimely and/or backlogged because of unusual circumstances as specified in Section 4, Exemptions.

4.2.1.8.1. The Contractor shall submit documentation with the semi-annual report to request the Department's approval of that Determination or Redetermination as being untimely and/or backlogged because of unusual circumstances. The Contractor shall use the exemption request form in the County Incentives Program Guide for documentation.

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

4.2.1.9. The Department will determine the Contractor's compliance with the Eligibility Timeliness and Backlog Performance Incentive Standard during each Reporting Period as specified in Section 3, Determining Compliance with Performance Incentive Standards.

4.2.1.9.1. Timeliness data and reports for the Eligibility Timeliness and Backlog Performance Incentive will be pulled the first working day after the end of each Reporting Period.

4.2.1.9.2. Backlog data and reports for the Eligibility Timeliness and Backlog Performance Incentive will be pulled the first working Monday of each month over the entire Reporting Period.

4.2.1.10. 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.

4.2.1.11. 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.

4.3. Collaboration Performance Incentive Standard

4.3.1. The Contractor may earn a Collaboration Performance Incentive Payment for each Reporting Period in which it hosted or attended at least one of the types of Collaboration meetings listed below:

4.3.1.1. Collaborative Case Conferences - The Contractor will invite the below partner, at minimum, to participate in at least seventy five percent (75%) of foster care youth Collaborative Case Conferences and following the below requirements:

4.3.1.1.1. A representative from the county's Regional Care Collaborative Organization (RCCO).

4.3.1.1.2. Foster care youth are mandatory populations. The Contractor may include additional child welfare cases, but additional cases will not be included in the seventy five percent (75%) performance benchmark as specified in Section 4.3.1.1.

4.3.1.1.2.1. The county will provide a template by the semi-annual report due date for each Reporting Period, found in the County Incentives Program Guide, attesting to compliance with the seventy five percent (75%) performance benchmark listed in Section 4.3.1.1.2.

4.3.1.1.2.1.1. The template is subject to audit and any findings that indicate performance was below the seventy five percent (75%) performance benchmark will make the Contractor ineligible for a Collaboration Performance Incentive Payment for the Reporting Period.

4.3.1.1.3. The county and the RCCO must meet at least once per Reporting Period to establish and evaluate RCCO Collaborative Case Conference participation.

4.3.1.1.3.1. Documentation of the Contractor and RCCO evaluation of Collaborative Case Conference participation shall be through meeting minutes, agendas, and sign in sheets attached to the Collaboration Template submitted by the semi-annual report due date for each Reporting Period.

4.3.1.1.4. If the Contractor has no foster care youth cases to meet the requirements in 4.3.1.1, the Contractor will be deemed to have met the requirements of 4.3.1.1

if the Contractor and Partners meet the requirements of the Alternative Collaboration listed in 4.3.1.4 and the General Requirements for the Collaboration Performance Incentive Standard listed in 4.3.1.5.

4.3.1.2. LTSS Collaboration – the Contractor will convene with the below partners at least once per calendar quarter to resolve Long Term Care, Home and Community Based Services (HCBS) and other cases that require additional action beyond a financial eligibility determination:

4.3.1.2.1. At least one Long Term Care Facility that serves Members from the Contractor's county.

4.3.1.2.2. Single Entry Point (SEP) Agency that serves Members in the Contractor's county.

4.3.1.2.3. Community Centered Board (CCB) Agency that serves Members in the Contractor's county.

4.3.1.2.4. The Contractor may include additional partners beyond the mandatory three (3) partners from those listed in Sections 4.3.1.2.1 through 4.3.1.2.3.

4.3.1.2.5. Documentation of the LTSS Collaboration shall be through meeting minutes, agendas, and sign in sheets attached to the Collaboration Template submitted by the semi-annual report due dates for each Reporting Period.

4.3.1.2.6. In the event the Contractor selects the LTSS Collaboration option but has no complex cases to resolve with the partners mentioned in 4.3.1.2.1 through 4.3.1.2.4, the Contractor will be deemed to have met the requirements of the LTSS Collaboration so long as the Contractor and Partners meet the requirements of the Alternative Collaboration listed in 4.3.1.4 and the General Requirements for the Collaboration Performance Incentive Standard listed in 4.3.1.5.

4.3.1.3. RCCO/BHO Collaboration – the county will convene with the below partners at least once per calendar quarter to better understand the roles and functions of each partner and improve the relationship between partners to advance two (2) to three (3) mutually agreed upon goals:

4.3.1.3.1. The RCCO that serves Members in the Contractor's county.

4.3.1.3.2. The BHO that serves Members in the Contractor's county.

4.3.1.3.3. The Contractor may include additional partners beyond the mandatory two (2) listed in Sections 4.3.1.3.1 through 4.3.1.3.2.

4.3.1.3.4. Documentation of the RCCO/BHO Collaboration shall be through meeting minutes, agendas, and sign in sheets attached to the Collaboration Template submitted by the semi-annual report due dates of each Reporting Period.

4.3.1.4. Alternative Collaboration – the county has the option to convene at least once per calendar quarter, with at least three (3) of the below partners, while advancing two (2) to three (3) mutually agreed upon goals:

4.3.1.4.1. BHO that serves Members in the Contractor's County.

4.3.1.4.2. Local Public Health Agency (LPHA) that serves Members in the Contractor's County.

4.3.1.4.3. Medical Assistance Site (MA Site) that serves Members in the Contractor's County.

4.3.1.4.4. RCCO that serves Members in the Contractor's County.

4.3.1.4.5. Regional Connect for Health Colorado Partners.

4.3.1.4.6. Hospitals and Clinics that serve Members in the Contractor's County.

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

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

4.3.1.4.9. Community Mental Health Centers (CMHC) that serve Members in the Contractor's County.

4.3.1.4.10. Long-term Care Facilities that serve Members in the Contractor's County.

4.3.1.4.11. Single Entry Point (SEP) Agencies that serve Members in the Contractor's County.

4.3.1.4.12. Community Centered Boards (CCB) that serve Members in the Contractor's County.

4.3.1.4.13. County Sheriff/Local Law Enforcement that serves Members in the Contractor's County.

4.3.1.4.14. Ute Mountain Ute Tribe.

4.3.1.4.15. Southern Ute Indian Tribe.

4.3.1.4.16. If the Contractor chooses the Alternative Collaboration option, the Contractor must request pre-approval from the Department and provide supporting documentation prior to the Alternative Collaboration being eligible for a Collaboration Performance Incentive Payment.

4.3.1.4.16.1. The Department reserves the right to deny any request for pre-approval of an Alternative Collaboration.

4.3.1.4.17. Documentation of the Alternative Collaboration shall be through meeting minutes, agendas, and sign in sheets attached to the Collaboration Template submitted by the semi-annual report due dates of each Reporting Period.

4.3.1.5. General Requirements for the Collaboration Performance Incentive Standard

4.3.1.5.1. The Contractor may host any or all of the meetings in Sections 4.3.1.2, 4.3.1.3 or 4.3.1.4 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.

4.3.1.5.2. The Contractor shall develop the meeting agenda for each meeting it hosts, based on the meeting and collaboration type.

4.3.1.5.2.1. If the Contractor is convening either the RCCO/BHO Collaboration or the Alternative Collaboration, the agenda shall include the following topics:

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

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

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

4.3.1.5.3. 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.

4.3.1.5.4. 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.

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 designated number of hours based on the number of programs the eligibility technician and/or supervisor works with. This will be based on the eligibility technician and/or supervisor having the adequate security profile in CBMS as described in Section 4.4.1.3.

4.4.1.1. The medical assistance eligibility technician and/or supervisor will be responsible for twelve (12) hours of training in the contractual period if the eligibility technician and/or supervisor has the security profile to only authorize Medical Assistance.

4.4.1.1.1. Eight (8) hours of training must be completed from the Mandatory Courses listed in Exhibit C as trained by an SDC-certified trainer using SDC-approved materials.

4.4.1.1.2. An additional four (4) hours of training can be completed through other courses offered by the Health Care and Economic Security Staff Development Center (SDC), SDC-certified county trainers or the Department. Other trainings must be pre-approved, per the process and timelines stated in the County Incentives Program Guide.

4.4.1.1.3. National, statewide, regional or local training may qualify to meet the Training Performance Incentive Standard. 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 Performance Incentive Standard.

4.4.1.1.4. The Contractor shall provide agendas and training content when requesting pre-approval for trainings not offered by the SDC, the Department, or an SDC-certified trainer.

4.4.1.2. 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 plus one (1) or more programs from Exhibit D.

4.4.1.2.1. The eight (8) hours of training can be completed from the Mandatory Courses listed in Exhibit C as trained by an SDC-certified trainer using SDC-approved materials.

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

4.4.2. 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.

4.4.3. 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.

4.5. Child Welfare Performance Incentive Standard

4.5.1. The Contractor may earn a Child Welfare Performance Incentive Payment in each Reporting Period in which the Contractor:

4.5.1.1. Maintains enrollment, for each Reporting Period, in the Accountable Care Collaborative (ACC) for foster care youth at or above the level specified for the Contractor in the County Incentives Program Guide.

4.5.1.1.1. Enrollment levels in the ACC for foster care youth will be measured on the first working day after the end of each Reporting Period.

4.5.1.1.2. The Contractor shall not actively disenroll foster care youth from the ACC.

4.5.1.1.3. The Contractor is encouraged to enroll foster care youth into the ACC. to

4.5.1.2. Ensures an application for Medicaid State Plan benefits is entered in CBMS within ten (10) business days of closure of TRAILS Medicaid benefits for a certain percentage of all foster care youth TRAILS Medicaid closures. The Contractor's percentage benchmark is in the County Incentives Program Guide.

4.5.1.2.1. If a new application for Medicaid State Plan benefits is unnecessary because the foster care youth's guardian is currently receiving Medical Assistance, the Contractor shall ensure that the request for Medical Assistance is entered in CBMS within ten (10) business days of the foster care youth's TRAILS Medicaid closure.

4.5.1.2.2. The Contractor will provide the Department, no later than the Second Reporting Period due date, a written process and/or procedure that details the Contractor's internal workflow to ensure an application and/or request for Medicaid State Plan benefits is entered in CBMS within ten (10) business days of closure of TRAILS Medicaid for foster care youth.

4.5.1.3. The Contractor must meet the requirements in both Sections 4.5.1.1 and 4.5.1.2 to earn a Child Welfare Performance Incentive Payment for the Reporting Period.

4.5.1.4. The Contractor shall ensure foster care youth have only have one Medicaid case, either State Plan Medicaid through CBMS or TRAILS Medicaid, open at one time.

4.5.1.5. The Contractor shall be exempt for cases where the foster care youth and/or guardian opts-out of Medical Assistance, enrollment in the ACC, or otherwise elects to not participate in any of the performance measures listed in Section 4.5.

Foster care youth and/or guardians who opt-out will be removed from the Department's calculation used to determine if the Contractor meets the requirements in Section 4.5.

4.5.1.6. If further clarity and/or guidance is needed to implement the Child Welfare Performance Incentive but is not found in this Amendment or in the County Incentives Program Guide, the Department will work with the Contractor to provide additional direction. The Department's decision in these cases is final and not subject to appeal.

4.6. LTSS Performance Incentive

4.6.1. The Contractor may earn a LTSS Performance Incentive Payment for the Second Reporting Period if the Contractor:

4.6.1.1. Completes at least eighty-five percent (85%) of all Long Term Care Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.

4.6.1.1.1. The LTSS Performance Incentive shall follow the same requirements as the Eligibility Timeliness and Backlog Performance Incentive as found only in Sections 4.2.1.4, 4.2.1.5, 4.2.1.6, 4.2.1.6.1, 4.2.1.6.2, 4.2.1.7 and 4.2.1.7.1.

4.6.1.2. Utilizes the Department approved DSS1 form to communicate with Single Entry Points and/or Community Centered Boards for at least ninety-five percent (95%) of functional determinations.

4.6.1.2.1. Compliance with the DSS1 requirement shall be determined by a random sample of functional determination cases for the Second Reporting Period..

4.6.1.2.2. If the Contractor utilizes electronic communications and/or workflows and not the paper DSS1 form, the Contractor may continue its current process if the data fields found on the DSS1 are added to the Contractor's electronic communications and/or workflows.

4.6.1.3. The Contractor must meet the requirements in both Section 4.6.1.1 and 4.6.1.2 to earn a LTSS Performance Incentive Payment.

4.6.1.4. If further clarity and/or guidance is needed to implement the LTSS Performance Incentive but is not found in this Amendment or in the County Incentives Program Guide, the Department will work with the Contractor to provide additional direction. The Department's decision in these cases is final and not subject to appeal.

4.7. Semi-Annual Reporting

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

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

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

4.7.1.3. The Training Performance Incentive Standard Template for both Reporting Periods. The Template is due on the Second Reporting Period due date.

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

4.7.2.1. DELIVERABLE: Semi-Annual Incentive Report

4.7.2.2. DUE: January 5th for the First Reporting Period ending December 31st and July 5th for the Second Reporting Period ending June 30th

5. EXEMPTIONS

5.1. 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.

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

5.1.2. 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.

5.1.3. 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.

5.2. 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.

5.2.1. 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:

5.2.1.1. 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.

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

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

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

5.2.1.5. Failure of the Contractor to pull any and all applicable COGNOS reports for the purposes of fulfilling Exhibit A-3, Statement of Work.

5.2.2. The reasons for denial of an exemption as stated in Section 5.2.1 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in Section 4.

5.2.2.1. Prior to denying an exemption for reasons beyond those stated in Section 5.2.1, 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 5, Exemptions.

6. COMPENSATION

6.1. Compensation

6.1.1. Incentive Payment

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

6.1.1.1.1. 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.

6.1.1.1.2. 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.

6.1.1.1.3. 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.

6.1.1.1.4. 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.

6.1.1.1.5. 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.

6.1.2. Remaining Funds Incentive Pool Payment

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

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

6.1.2.1.1.1. The total amount of all base incentive payments allocated to any Contractor that selected to not participate in the Incentives Performance Standard Program for that SFY.

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

6.1.2.1.2. 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.

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

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

6.1.2.2.2. 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.

6.1.2.2.3. 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.

6.2. Payment Procedures

6.2.1. 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 Performance Incentive Standard per Reporting Period.

6.2.2. 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.

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

6.2.3.1. The Contractor shall receive the Incentive Performance Payments through the County Financial Management System (CFMS).

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

6.2.4.1. 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)
2. Temporary Assistance to Needy Families (TANF)
3. Adult Financial
4. Child Welfare
5. Child Support Services
6. Adult Protective Services
7. Low Income Energy Assistance Program (LEAP)
8. Colorado Child Care Assistance Program (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

EXHIBIT F, LIST OF MANDATORY TRAININGS FOR TRAINING PERFORMANCE INCENTIVE

For the Training Performance Incentive Standard, the Contractor shall select from the list below of Mandatory Trainings in order to meet the required number of training hours and qualify for a Training Performance Incentive Payment:

1. Redetermination, Recertification and Reassessment (RRR) Web-based Training
2. Income Training
3. Reasonable Compatibility
4. Buy-In Training
5. Building Foundations for Medical Assistance Programs for eligibility technicians and/or supervisors gaining CBMS access.
6. Any additional trainings the Department may add. The Department shall communicate to the Contractor if additional trainings are added that qualify for the Training Performance Incentive

AGREEMENT AMENDMENT NO. 3

Original Agreement Routing Number 2015CMIP053A3

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 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 Incentive Performance 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 Incentives Performance 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-3, Statement of Work

Exhibit B, Rates
Exhibit C, Sample Option Letter
Exhibit D, List of CDHS programs for Training Performance Incentive
Exhibit E, Small, Medium, Large County List
Exhibit F, List of Mandatory Trainings for Training Performance Incentive

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 2016-17	$5,484.34
State Fiscal Year 2017-18	$4,900.35
Total for All State Fiscal Years	$10,384.69

C. Section 10, Confidential Information, Subsection B, Health Insurance Portability & Accountability Act of 1996 ("HIPAA"), Paragraph ii, Business Associate Contract is hereby deleted in its entirety.

D. Section 16, Notices and Representatives is hereby deleted in its entirety and replaced with the following:

16. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For the State: Joshua Montoya
Department of Health Care Policy and Financing
1570 Grant Street
Denver, CO 80203
Joshua.Montoya@hcpf.state.co.us

For the Contractor: The Contractor shall provide the Department with the name and address of its principal representative.

In the event that the Contractor does not provide this information to the Department, all notices required to be given hereunder shall be delivered to the attention of the Contractor's director of human services or director of social services, at the general address on file with the Department.

E. Section 19, General Provisions, Subsection I, Order of Precedence, Paragraph ii, HIPAA Business Associate Addendum is hereby deleted in its entirety.

F. Attachment A, HIPAA Business Associate Addendum, is hereby deleted in its entirety.

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

H. Exhibit B, Rates, Section 1.3., SFY 2017-18 Incentives Payment Table, is hereby added as follows:

1.3. SFY 2017-18 Incentives Payment Table

Incentive Payment Name	**% of Funding**	**Payment Amount**
Eligibility Timeliness and Backlog Performance Incentive Payment	35%	$1,286.34
Collaboration Performance Incentive Payment	20%	$735.05
Long Term Services and Supports (LTSS) Performance Incentive Payment	10%	$367.53
Training Performance Incentive	15%	$551.29
Child Welfare Performance Incentive Payment	20%	$735.05
Total Maximum Available for all Incentive Payments		$3,675.26

I. Exhibit B, Rates, Section 2.3., SFY 2017-18 Pool Maximum County Share Table, is hereby added as follows:

2.3. SFY 2017-18 Pool Maximum County Share Table

Pool Name	**Pool Maximum Distribution Amount**
Total Maximum Available for all Pool Distributions	**$1,225.09**

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 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

Hinsdale County	Department of Health Care Policy and Financing
By:_____	By:_____ Susan E. Birch, MBA, BSN, RN 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 INSERT-Name of Agency or IHE

Date:_____

EXHIBIT A-3, 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 all sixty-four (64) of Colorado's counties.

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

1.1.3. 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.

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

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

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

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

1.1.8. Colorado interChange (interChange) – the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.

1.1.9. County 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 supporting documentation for the Child Welfare Incentive and Training Incentive, Collaboration Incentive partner information, required forms and templates and other relevant materials.

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

1.1.11. DSS1 – A two-way communication form between the financial eligibility worker and the case management agency that can include the ULTC 100.2 certification and the financial eligibility determination.

1.1.12. Member – An individual who is eligible for the Colorado Medical Assistance Program; also known as a client.

1.1.13. Regional Care Collaborative Organization (RCCO) – contracted entities of the Department that are responsible for carrying out the goals of the Accountable Care Collaborative.

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

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

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

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

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

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

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

1.1.19. 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.

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

1.1.21. 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.

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 INCENTIVES PERFORMANCE STANDARDS

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

3.1.1. Weekly Timeliness.

3.1.2. Detailed Timely Processing of Medical Applicant Determinations/Redeterminations.

3.1.3. Mass Update Case Error Details.

3.1.4. Non-MAGI Redeterminations Due.

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

3.1.6. Verifications Due.

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

3.3. The above list of systems and reports 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 of the Incentives Performance Standards.

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

3.5. The Contractor shall utilize Section 3, Determining Compliance with Incentives Performance Standards, and information in the County Incentives Program Guide, to assist with pulling applicable data and reports to determine the Contractor's compliance with any or all of the Incentives Performance Standards.

4. INCENTIVES PERFORMANCE STANDARD PROGRAM

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

4.1.1. To fulfill the requirements in Exhibit A-3 Statement of Work and earn an incentive payment, the Contractor shall utilize and comply with the County Incentives Program Guide.

4.1.1.1. The Contractor shall utilize the County Incentives Program Guide to find any forms, templates, program contacts or additional information needed to operationalize the Incentives Performance Standard Program referenced throughout this Agreement.

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:

4.2.1.1. Completes at least ninety-five percent (95%) of all Determinations and Redeterminations as Timely Determinations and Timely Redeterminations and,

4.2.1.2. The Backlogged Determinations average and Backlogged Redeterminations average at the end of each Reporting Period is within the limits described in the following table:

4.2.1.2.1. County Backlog Table

	County Size	Limit
New Applications		
	Large	≤ 100
	Medium	≤ 15
	Small	≤ 5
Redeterminations		
	Large	≤360
	Medium	≤36
	Small	≤12

4.2.1.3. 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.

4.2.1.3.1. The Court Order Based Timeliness Report's Weekly Backlog by County Report of the first week of each month will be used to determine the Contractor's amount of Backlogged Determinations.

4.2.1.4. 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.

4.2.1.4.1. The Court Order Based Timeliness Report's Weekly Backlog by County Report of the first week of each month will be used to determine the Contractor's number of Backlogged Redeterminations.

4.2.1.5. The Department will round both the Backlogged Determinations average and Backlogged Redeterminations average to a whole number.

4.2.1.6. To determine the timeliness percent for this Performance Standard, the Department shall total up 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. The Department shall round these calculated percentages to two (2) decimal places.

4.2.1.7. 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.

4.2.1.8. The Department will not include any Untimely Determinations/Untimely Redeterminations and/or Backlogged Determinations/Backlogged Redeterminations in its calculation of this Performance Standard if the Department has approved those Untimely Determinations/Untimely Redeterminations and/or Backlogged Determinations/Redeterminations as being untimely and/or backlogged because of unusual circumstances as specified in Section 4, Exemptions.

4.2.1.8.1. The Contractor shall submit documentation with the semi-annual report to request the Department's approval of that Determination or Redetermination as being untimely and/or backlogged because of unusual circumstances. The Contractor shall use the exemption request form in the County Incentives Program Guide for documentation.

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

4.2.1.9. The Department will determine the Contractor's compliance with the Eligibility Timeliness and Backlog Performance Incentive Standard during each Reporting Period as specified in Section 3, Determining Compliance with Performance Incentive Standards.

4.2.1.9.1. Timeliness data and reports for the Eligibility Timeliness and Backlog Performance Incentive will be pulled the first working day after the end of each Reporting Period.

4.2.1.9.2. Backlog data and reports for the Eligibility Timeliness and Backlog Performance Incentive will be pulled the first working Monday of each month over the entire Reporting Period.

4.2.1.10. 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.

4.2.1.11. 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.

4.3. Collaboration Performance Incentive Standard

4.3.1. The Contractor may earn a Collaboration Performance Incentive Payment for each Reporting Period in which it hosted or attended at least one of the types of Collaboration meetings listed below:

4.3.1.1. Collaborative Case Conferences - The Contractor will invite the below partner, at minimum, to participate in at least seventy five percent (75%) of foster care youth Collaborative Case Conferences and following the below requirements:

4.3.1.1.1. A representative from the county's Regional Care Collaborative Organization (RCCO).

4.3.1.1.2. Foster care youth are mandatory populations. The Contractor may include additional child welfare cases, but additional cases will not be included in the seventy five percent (75%) performance benchmark as specified in Section 4.3.1.1.

4.3.1.1.2.1. The county will provide a template by the semi-annual report due date for each Reporting Period, found in the County Incentives Program Guide, attesting to compliance with the seventy five percent (75%) performance benchmark listed in Section 4.3.1.1.2.

4.3.1.1.2.1.1. The template is subject to audit and any findings that indicate performance was below the seventy five percent (75%) performance benchmark will make the Contractor ineligible for a Collaboration Performance Incentive Payment for the Reporting Period.

4.3.1.1.3. The county and the RCCO must meet at least once per Reporting Period to establish and evaluate RCCO Collaborative Case Conference participation.

4.3.1.1.3.1. Documentation of the Contractor and RCCO evaluation of Collaborative Case Conference participation shall be through meeting minutes, agendas, and sign in sheets attached to the Collaboration Template submitted by the semi-annual report due date for each Reporting Period.

4.3.1.1.4. If the Contractor has no foster care youth cases to meet the requirements in 4.3.1.1, the Contractor will be deemed to have met the requirements of 4.3.1.1

if the Contractor and Partners meet the requirements of the Alternative Collaboration listed in 4.3.1.4 and the General Requirements for the Collaboration Performance Incentive Standard listed in 4.3.1.5.

4.3.1.2. LTSS Collaboration – the Contractor will convene with the below partners at least once per calendar quarter to resolve Long Term Care, Home and Community Based Services (HCBS) and other cases that require additional action beyond a financial eligibility determination:

4.3.1.2.1. At least one Long Term Care Facility that serves Members from the Contractor's county.

4.3.1.2.2. Single Entry Point (SEP) Agency that serves Members in the Contractor's county.

4.3.1.2.3. Community Centered Board (CCB) Agency that serves Members in the Contractor's county.

4.3.1.2.4. The Contractor may include additional partners beyond the mandatory three (3) partners from those listed in Sections 4.3.1.2.1 through 4.3.1.2.3.

4.3.1.2.5. Documentation of the LTSS Collaboration shall be through meeting minutes, agendas, and sign in sheets attached to the Collaboration Template submitted by the semi-annual report due dates for each Reporting Period.

4.3.1.2.6. In the event the Contractor selects the LTSS Collaboration option but has no complex cases to resolve with the partners mentioned in 4.3.1.2.1 through 4.3.1.2.4, the Contractor will be deemed to have met the requirements of the LTSS Collaboration so long as the Contractor and Partners meet the requirements of the Alternative Collaboration listed in 4.3.1.4 and the General Requirements for the Collaboration Performance Incentive Standard listed in 4.3.1.5.

4.3.1.3. RCCO/BHO Collaboration – the county will convene with the below partners at least once per calendar quarter to better understand the roles and functions of each partner and improve the relationship between partners to advance two (2) to three (3) mutually agreed upon goals:

4.3.1.3.1. The RCCO that serves Members in the Contractor's county.

4.3.1.3.2. The BHO that serves Members in the Contractor's county.

4.3.1.3.3. The Contractor may include additional partners beyond the mandatory two (2) listed in Sections 4.3.1.3.1 through 4.3.1.3.2.

4.3.1.3.4. Documentation of the RCCO/BHO Collaboration shall be through meeting minutes, agendas, and sign in sheets attached to the Collaboration Template submitted by the semi-annual report due dates of each Reporting Period.

4.3.1.4. Alternative Collaboration – the county has the option to convene at least once per calendar quarter, with at least three (3) of the below partners, while advancing two (2) to three (3) mutually agreed upon goals:

4.3.1.4.1. BHO that serves Members in the Contractor's County.

4.3.1.4.2. Local Public Health Agency (LPHA) that serves Members in the Contractor's County.

4.3.1.4.3. Medical Assistance Site (MA Site) that serves Members in the Contractor's County.

4.3.1.4.4. RCCO that serves Members in the Contractor's County.

4.3.1.4.5. Regional Connect for Health Colorado Partners.

4.3.1.4.6. Hospitals and Clinics that serve Members in the Contractor's County.

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

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

4.3.1.4.9. Community Mental Health Centers (CMHC) that serve Members in the Contractor's County.

4.3.1.4.10. Long-term Care Facilities that serve Members in the Contractor's County.

4.3.1.4.11. Single Entry Point (SEP) Agencies that serve Members in the Contractor's County.

4.3.1.4.12. Community Centered Boards (CCB) that serve Members in the Contractor's County.

4.3.1.4.13. County Sheriff/Local Law Enforcement that serves Members in the Contractor's County.

4.3.1.4.14. Ute Mountain Ute Tribe.

4.3.1.4.15. Southern Ute Indian Tribe.

4.3.1.4.16. If the Contractor chooses the Alternative Collaboration option, the Contractor must request pre-approval from the Department and provide supporting documentation prior to the Alternative Collaboration being eligible for a Collaboration Performance Incentive Payment.

4.3.1.4.16.1. The Department reserves the right to deny any request for pre-approval of an Alternative Collaboration.

4.3.1.4.17. Documentation of the Alternative Collaboration shall be through meeting minutes, agendas, and sign in sheets attached to the Collaboration Template submitted by the semi-annual report due dates of each Reporting Period.

4.3.1.5. General Requirements for the Collaboration Performance Incentive Standard

4.3.1.5.1. The Contractor may host any or all of the meetings in Sections 4.3.1.2, 4.3.1.3 or 4.3.1.4 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.

4.3.1.5.2. The Contractor shall develop the meeting agenda for each meeting it hosts, based on the meeting and collaboration type.

4.3.1.5.2.1. If the Contractor is convening either the RCCO/BHO Collaboration or the Alternative Collaboration, the agenda shall include the following topics:

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

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

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

4.3.1.5.3. 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.

4.3.1.5.4. 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.

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 designated number of hours based on the number of programs the eligibility technician and/or supervisor works with. This will be based on the eligibility technician and/or supervisor having the adequate security profile in CBMS as described in Section 4.4.1.3.

4.4.1.1. The medical assistance eligibility technician and/or supervisor will be responsible for twelve (12) hours of training in the contractual period if the eligibility technician and/or supervisor has the security profile to only authorize Medical Assistance.

4.4.1.1.1. Eight (8) hours of training must be completed from the Mandatory Courses listed in Exhibit C as trained by an SDC-certified trainer using SDC-approved materials.

4.4.1.1.2. An additional four (4) hours of training can be completed through other courses offered by the Health Care and Economic Security Staff Development Center (SDC), SDC-certified county trainers or the Department. Other trainings must be pre-approved, per the process and timelines stated in the County Incentives Program Guide.

4.4.1.1.3. National, statewide, regional or local training may qualify to meet the Training Performance Incentive Standard. 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 Performance Incentive Standard.

4.4.1.1.4. The Contractor shall provide agendas and training content when requesting pre-approval for trainings not offered by the SDC, the Department, or an SDC-certified trainer.

4.4.1.2. 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 plus one (1) or more programs from Exhibit D.

4.4.1.2.1. The eight (8) hours of training can be completed from the Mandatory Courses listed in Exhibit C as trained by an SDC-certified trainer using SDC-approved materials.

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

4.4.2. 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.

4.4.3. 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.

4.5. Child Welfare Performance Incentive Standard

4.5.1. The Contractor may earn a Child Welfare Performance Incentive Payment in each Reporting Period in which the Contractor:

4.5.1.1. Maintains enrollment, for each Reporting Period, in the Accountable Care Collaborative (ACC) for foster care youth at or above the level specified for the Contractor in the County Incentives Program Guide.

4.5.1.1.1. Enrollment levels in the ACC for foster care youth will be measured on the first working day after the end of each Reporting Period.

4.5.1.1.2. The Contractor shall not actively disenroll foster care youth from the ACC.

4.5.1.1.3. The Contractor is encouraged to enroll foster care youth into the ACC. to

4.5.1.2. Ensures an application for Medicaid State Plan benefits is entered in CBMS within ten (10) business days of closure of TRAILS Medicaid benefits for a certain percentage of all foster care youth TRAILS Medicaid closures. The Contractor's percentage benchmark is in the County Incentives Program Guide.

4.5.1.2.1. If a new application for Medicaid State Plan benefits is unnecessary because the foster care youth's guardian is currently receiving Medical Assistance, the Contractor shall ensure that the request for Medical Assistance is entered in CBMS within ten (10) business days of the foster care youth's TRAILS Medicaid closure.

4.5.1.2.2. The Contractor will provide the Department, no later than the Second Reporting Period due date, a written process and/or procedure that details the Contractor's internal workflow to ensure an application and/or request for Medicaid State Plan benefits is entered in CBMS within ten (10) business days of closure of TRAILS Medicaid for foster care youth.

4.5.1.3. The Contractor must meet the requirements in both Sections 4.5.1.1 and 4.5.1.2 to earn a Child Welfare Performance Incentive Payment for the Reporting Period.

4.5.1.4. The Contractor shall ensure foster care youth have only have one Medicaid case, either State Plan Medicaid through CBMS or TRAILS Medicaid, open at one time.

4.5.1.5. The Contractor shall be exempt for cases where the foster care youth and/or guardian opts-out of Medical Assistance, enrollment in the ACC, or otherwise elects to not participate in any of the performance measures listed in Section 4.5.

Foster care youth and/or guardians who opt-out will be removed from the Department's calculation used to determine if the Contractor meets the requirements in Section 4.5.

4.5.1.6. If further clarity and/or guidance is needed to implement the Child Welfare Performance Incentive but is not found in this Amendment or in the County Incentives Program Guide, the Department will work with the Contractor to provide additional direction. The Department's decision in these cases is final and not subject to appeal.

4.6. LTSS Performance Incentive

4.6.1. The Contractor may earn a LTSS Performance Incentive Payment for the Second Reporting Period if the Contractor:

4.6.1.1. Completes at least eighty-five percent (85%) of all Long Term Care Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.

4.6.1.1.1. The LTSS Performance Incentive shall follow the same requirements as the Eligibility Timeliness and Backlog Performance Incentive as found only in Sections 4.2.1.4, 4.2.1.5, 4.2.1.6, 4.2.1.6.1, 4.2.1.6.2, 4.2.1.7 and 4.2.1.7.1.

4.6.1.2. Utilizes the Department approved DSS1 form to communicate with Single Entry Points and/or Community Centered Boards for at least ninety-five percent (95%) of functional determinations.

4.6.1.2.1. Compliance with the DSS1 requirement shall be determined by a random sample of functional determination cases for the Second Reporting Period..

4.6.1.2.2. If the Contractor utilizes electronic communications and/or workflows and not the paper DSS1 form, the Contractor may continue its current process if the data fields found on the DSS1 are added to the Contractor's electronic communications and/or workflows.

4.6.1.3. The Contractor must meet the requirements in both Section 4.6.1.1 and 4.6.1.2 to earn a LTSS Performance Incentive Payment.

4.6.1.4. If further clarity and/or guidance is needed to implement the LTSS Performance Incentive but is not found in this Amendment or in the County Incentives Program Guide, the Department will work with the Contractor to provide additional direction. The Department's decision in these cases is final and not subject to appeal.

4.7. Semi-Annual Reporting

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

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

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

4.7.1.3. The Training Performance Incentive Standard Template for both Reporting Periods. The Template is due on the Second Reporting Period due date.

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

4.7.2.1. DELIVERABLE: Semi-Annual Incentive Report

4.7.2.2. DUE: January 5th for the First Reporting Period ending December 31st and July 5th for the Second Reporting Period ending June 30th

5. EXEMPTIONS

5.1. 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.

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

5.1.2. 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.

5.1.3. 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.

5.2. 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.

5.2.1. 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:

5.2.1.1. 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.

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

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

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

5.2.1.5. Failure of the Contractor to pull any and all applicable COGNOS reports for the purposes of fulfilling Exhibit A-3, Statement of Work.

5.2.2. The reasons for denial of an exemption as stated in Section 5.2.1 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in Section 4.

5.2.2.1. Prior to denying an exemption for reasons beyond those stated in Section 5.2.1, 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 5, Exemptions.

6. COMPENSATION

6.1. Compensation

6.1.1. Incentive Payment

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

6.1.1.1.1. 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.

6.1.1.1.2. 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.

6.1.1.1.3. 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.

6.1.1.1.4. 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.

6.1.1.1.5. 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.

6.1.2. Remaining Funds Incentive Pool Payment

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

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

6.1.2.1.1.1. The total amount of all base incentive payments allocated to any Contractor that selected to not participate in the Incentives Performance Standard Program for that SFY.

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

6.1.2.1.2. 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.

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

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

6.1.2.2.2. 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.

6.1.2.2.3. 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.

6.2. Payment Procedures

6.2.1. 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 Performance Incentive Standard per Reporting Period.

6.2.2. 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.

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

6.2.3.1. The Contractor shall receive the Incentive Performance Payments through the County Financial Management System (CFMS).

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

6.2.4.1. 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)
2. Temporary Assistance to Needy Families (TANF)
3. Adult Financial
4. Child Welfare
5. Child Support Services
6. Adult Protective Services
7. Low Income Energy Assistance Program (LEAP)
8. Colorado Child Care Assistance Program (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

EXHIBIT F, LIST OF MANDATORY TRAININGS FOR TRAINING PERFORMANCE INCENTIVE

For the Training Performance Incentive Standard, the Contractor shall select from the list below of Mandatory Trainings in order to meet the required number of training hours and qualify for a Training Performance Incentive Payment:

1. Redetermination, Recertification and Reassessment (RRR) Web-based Training
2. Income Training
3. Reasonable Compatibility
4. Buy-In Training
5. Building Foundations for Medical Assistance Programs for eligibility technicians and/or supervisors gaining CBMS access.
6. Any additional trainings the Department may add. The Department shall communicate to the Contractor if additional trainings are added that qualify for the Training Performance Incentive