

**AGREEMENT BETWEEN THE COUNTY OF ADAMS, COLORADO AND
NORTH METRO COMMUNITY SERVICES, INC. TO PROVIDE LONG TERM
CARE AND MEDICAID APPLICATION PROCESSING
AT NORTH METRO COMMUNITY SERVICES, INC. FACILITY**

THIS AGREEMENT is made and entered into between the Adams County Human Services Department, hereinafter referred to as “ACHSD”, and **NORTH METRO COMMUNITY SERVICES, INC.**, hereinafter referred to as **NMCS** .

WITNESSETH:

WHEREAS, NMCS accepts Adult Medicaid and Long Term Care applications each month from Adams, Arapahoe, Denver, Douglas, and Jefferson County residents; and

WHEREAS, currently **NMCS** must transmit said applications to the respective county social/human services locations for processing; and

WHEREAS, the need to convey application forms to county social/human services offices delays Medicaid and Long Term Care eligibility determination, provision of medical services to needy individuals and families, and timely payment for those services to **NMCS**; and

WHEREAS, NMCS sometimes provides medical services to indigent patients prior to Medicaid eligibility determination, thus risking non-payment for those services if treated patients are later deemed ineligible; and

WHEREAS, NMCS is willing to pay 10 percent (10%) of the salary and benefits and provide a working space and appropriate office equipment for a Community Support Specialist; and

WHEREAS, Adams, Arapahoe, Denver, Douglas, and Jefferson Counties have agreed to allow one Community Support Specialist, employed by Adams County, to process **NMCS** Adult Medicaid and Long Term Care applications for Adams, Arapahoe, Denver, Douglas, and Jefferson Counties.

NOW THEREFORE, FOR AND IN CONSIDERATION of the covenants and agreements below appearing, the parties agree as follows:

- A. Scope of Services. One full time Community Support Specialist employed by Adams County shall be assigned to work at the **NMCS location**. The Community Support Specialist shall be responsible for determining eligibility for Adult Medicaid and Long Term Care applicants, and for entering

eligibility data into the Colorado Benefits Management System to complete the eligibility determination process. The Community Support Specialist will process up to 50 applications per month, will also be responsible for assisting **NMCS** staff with Medicaid eligibility issues as related to this agreement, including billing back dates as time allows. The Community Support Specialist through **NMCS** will transfer completed processed cases to the respective county departments.

- B. ACHSD Responsibilities and Accountability. ACHSD shall be responsible for training and supervising the Community Support Specialist. ACHSD will oversee the specialist's work to ensure compliance with pertinent federal and state laws and regulations. ACHSD will conduct periodic case reviews to assess the timeliness and accuracy of Medicaid applications processed by the **NMCS** Community Support Specialist. Further, ACHSD staff will facilitate any audits conducted of the specialist's work.
- C. Employment. The Community Support Specialist shall be an employee of ACHSD. The specialist shall be employed full-time (40 hours per week) by ACHSD. As such, the specialist will be subject to the policies, procedures, rules, regulations, directives, and orders of ACHSD. The Community Support Specialist shall comply with the policies of **NMCS** to the extent that such policies and regulations are not in conflict with those of the ACHSD or are not in conflict with agreements herein contained. If such conflict arises and the policy is material to the role of the Community Support Specialist, the parties shall meet to discuss and determine which policy shall govern. The Community Support Specialist shall be subject to the supervision of ACHSD, accountable to ACHSD, shall work between the hours of 7:00 a.m. to 5:30 p.m. Monday through Friday, and shall observe the same holidays as Adams County employees.
- D. NMCS Financial Responsibility. 10 percent¹ of the average salary costs, employer taxes, retirement contribution, health insurance, and other applicable benefits for the Community Support Specialist and coverage in accordance with rates specified by ACHSD, shall be paid to ACHSD effective upon the start date of the Community Support Specialist. The 2019 rate will be \$603.31 per month. In addition, a proportionate share of the salary costs, health insurance, and other applicable benefits for the supervisory functions of the Community Support Specialist totaling \$325 per month, effective the Community Support Specialist's start date and adjusted annually thereafter shall be paid by **NMCS** to ACHSD. A memo stating the new average cost of a Community Support Specialist and new average cost of the supervisory functions salary and benefits will be sent to **NMCS** within the 1st quarter of each year.

¹ CMS has approved a waiver allowing ACHSD to charge 90 percent of these costs to Medicaid and the State of Colorado, with the remaining ten percent chargeable to the contracting entity.

Notwithstanding the Term (Section J) of this Agreement, financial responsibility for payments owed by **NMCS** for salary and related expenses shall not commence until the Community Support Specialist has been hired and has started work as an ACHSD employee. In the unlikely event that the Colorado Medicaid program ceases financial support for the Medicaid eligibility function, and if mutually agreed to, the full cost of the Community Support Specialist will be borne by **NMCS** plus a proportionate share of the supervisor's salary and benefits.

ACHSD shall be responsible for the worker's compensation coverage for the Community Support Specialist and the Supervisor.

Payments will be made in monthly installments, for the total amount invoiced by ACDHS for all salary, benefits, supervisory, and additional costs, payable within forty-five (45) days of receipt of the invoice, hereunder beginning the first month the Community Support Specialist has started work at **NMCS** facility. To ensure timely payment by **NMCS** ACHSD shall strive to submit all invoices to **NMCS** within the first five (5) business days of the month.

NMCS will be responsible for all costs associated with the Community Support Specialist's and Supervisor's parking at the **NMCS** site.

- E. Coverage for Long-Term Absences. ACHSD shall attempt to provide an on-site replacement staff for the **NMCS** Community Support Specialist whenever the incumbent is absent for more than ten consecutive work days. In the event the Community Support Specialist will be absent for more than ten consecutive work days, **NMCS** shall be notified as soon as possible in writing of the extended absence as well as receive a written plan for coverage, including identification of a contact person, to ensure timely application processing until the Community Support Specialist returns.

For periods of absence less than ten consecutive work days, ACHSD shall assume responsibility for timely processing until the incumbent returns. Additionally, ACHSD shall provide a single point of contact in these instances.

- F. Workplace and Personal Computer Access **NMCS** shall provide working space such as an office or cubicle, office equipment and supplies, a desktop computer (if applicable), and a locking file cabinet for the Community Support Specialist. ACHSD, with the cooperation of the information technology staff of **NMCS**, will establish and maintain connectivity to the Colorado Benefits Management System and other automated systems required by the Community Support Specialist.

- G. Community Support Specialist Qualifications and Selection. The **NMCS** Community Support Specialist shall be selected by ACHSD in accordance with ACHSD Human Resources specified qualifications for this position.
- H. Liability Coverage. Pursuant to the Colorado Governmental Immunity Act, ACHSD agrees to be responsible for injuries or damages caused by or incurred by its respective public employees or agents arising from the performance of their duties and obligations under this Agreement, unless the act is willful and wanton or where sovereign immunity bars the action against the Parties. Nothing in this Agreement is intended to waive the provisions of the Colorado Immunity Act as it applies to ACHSD and its public employees. **NMCS** agrees to be responsible for injuries with the respective public employees or agents, or damages sustained from any act or omission of its employees or agents arising from the performance of their duties and obligations under this Agreement, unless the act is reckless, willful or wanton.
- I. Insurance. ACHSD and **NMCS** shall exchange evidence of insurance showing general liability coverage for **NMCS**, and general liability coverage of ACHSD in the minimum amount of the Colorado Governmental Immunity Act for protection from claims for bodily injury, death, property damage, or personal injury which may arise through the execution of this contract. Recipients of such evidence shall be the Adams County Risk Manager and **NMCS** Vice President of Finance. Such evidence shall be approved by each recipient prior to commencement of this contract.
- J. Term. This agreement shall commence on January 1, 2019 for a term of twelve (12) months ending on December 31, 2019 The agreement shall be automatically renewed for successive one-year terms, unless either party gives sixty (60) days' prior written notice of termination. Additionally, this agreement may be terminated without cause by either ACHSD or **NMCS** upon thirty (30) days written notice, and in the event of such termination, **NMCS's** monthly financial obligation shall cease for all subsequent months.
- K. Confidentiality. The Community Support Specialist shall comply with **NMCS's** confidentiality policies as well as all federal, state, and county administrative rules, laws and regulations governing client confidentiality, subject only to statutory exceptions applicable to criminal investigations and proceedings. Nothing in this agreement shall constitute ACHSD becoming a HIPAA business associate with **NMCS**.
- L. Evaluation Plan. ACHSD and **NMCS** will evaluate the project on an annual basis. This will include goals and objectives, workload, performance measures, timelines, milestones, data collection procedures, and other elements agreed to by ACHSD and **NMCS** for this ongoing evaluation. ACHSD will continue to compile monthly reports and statistics which are

presented at Liaison and Stakeholder meetings or whenever requested by **NMCS**.

- M. Contract Amendment. Amendment of this contract may be made only by written agreement and signed by all parties hereto.
- N. Electronic Disposition of Document (Scanning and Photocopies). The Parties hereto agree and stipulate that the original of this document, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.
- O. Immediate Termination for Cause. Should **NMCS** become aware of any serious misconduct by the ACHSD employee such as policy violations or any act or omission that has an adverse impact on or causes damage to patients, staff, **NMCS's** reputation, property, and/or **NMCS** operations, **NMCS** must immediately report such information to an ACHSD Superior and/or Management. ACHSD will investigate such allegations and take appropriate disciplinary action according to its policies and procedures, including terminating the employee if appropriate.
- P. Access to Records. ACHSD, for itself and for its agents and employees, agrees to provide to the Controller General of the United States or the Department of Health and Human Services ("HHS"), and their duly authorized representatives, upon written request, reasonable access to this Agreement, books, documents, and records until the expiration of four (4) years after the Services are furnished under the Agreement for the purpose of evaluating the nature and extent or the costs and Services provided. ACHSD also agrees that if ACHSD subcontracts for any of the duties under this Agreement at a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, the subcontract shall contain a clause to the effect that the related organization must make available, upon written request, to HHS, the Controller General, or their duly authorized representatives, the subcontract, and the books, documents, and records of the related organization that are necessary to verify the nature and extent of the costs until the expiration of four (4) years after the Services are furnished under the subcontract.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Adams County Attorney's
Office

Deputy Clerk

CONTRACTOR:

Name: **Randy Brodersen**
Title: **Executive Director** , North Metro Community Services, Inc.

Subscribed and sworn to before me this _____ day of _____ 2018, by
_____.

Notary Public

My commission expires: _____