

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION TO ACCEPT FUNDING FROM GENESIS HEALTH CARE, LLC AND
COLORADO DEPARTMENT OF HEALTH CARE POLICY AND FINANCING TO HIRE
ACHSD COMMUNITY SUPPORT SPECIALIST TO RECEIVE AND PROCESS LONG
TERM CARE, ADULT FINANCIAL AND ADULT MEDICAID APPLICATIONS FOR
GENESIS HEALTH CARE, LLC FACILITIES

Resolution 2014-166

WHEREAS, Genesis Healthcare, LLC requested to reimburse Adams County Human Services to employ a Community Support Specialist to process Long Term Care, Adult Financial and Adult Medicaid applications; and

WHEREAS, Genesis Healthcare, LLC agreed to house an ACHSD Community Support Specialist at ACHSD for the primary purpose of processing applications, at no cost to the county; and

WHEREAS, current satellite Community Support Specialist deployments have resulted in reducing the typical Family Medicaid/CHP+, Long Term Care and Adult Medicaid application processing time from 45-60 days to 2-14 days, significantly improving client services, and facilitating cost savings; and

WHEREAS, without an on-site specialist, Genesis Healthcare, LLC facility bookkeepers or family of resident would have to transport application forms to the ACHSD Human Services Building in Commerce City, which would delay Long Term Care, Adult Financial and Adult Medicaid eligibility determination, provision of medical services to needy families, and timely payment for those services; and

WHEREAS, fifty percent (50%) will be funded by Genesis Healthcare, LLC and fifty percent (50%) will be funded by Colorado Department of Health Care Policy and Financing to pay for the ACHSD Community Support Specialist's salary and health insurance coverage and miscellaneous expenses for one year; and

WHEREAS, the County Attorney Office authorized execution of the agreement,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, acting in its capacity as the Board of Social Services; that the Resolution for the Agreement listed herein is approved and the Chairman is authorized to execute the agreement.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____	Excused
Tedesco _____	Aye
Hansen _____	Aye

Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 7th day of April, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

**AGREEMENT BETWEEN THE COUNTY OF ADAMS, COLORADO AND
GENESIS HEALTHCARE, LLC TO PROVIDE MEDICAID APPLICATION
PROCESSING**

ADAMS COUNTY
HUMAN SERVICES

AT HUMAN SERVICES BUILDING IN ADAMS COUNTY, 3 DEC 30 AM 11:32

THIS AGREEMENT is made and entered into between the Adams County Human Services Department (on behalf of Adams, Arapahoe, Denver, Douglas, Jefferson, and Teller Counties), hereinafter referred to as "ACHSD", and Genesis Healthcare, LLC, hereinafter referred to as "Genesis".

WITNESSETH:

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

WHEREAS, currently Genesis 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 Genesis; and

WHEREAS, Genesis 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, Genesis is willing to pay fifty percent (50%) the salary and benefits and provide a working space and appropriate office equipment for an Community Support Specialist; and

WHEREAS, Adams, Arapahoe, Denver, Douglas, Jefferson, and Teller counties have agreed to allow one Community Support Specialist, employed by Adams County, to process Genesis Adult Medicaid and Long Term Care applications for Adams, Arapahoe, Denver, Douglas, Jefferson, and Teller 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 Human Services Building, in Adams County. 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,

and assisting Genesis staff with Medicaid eligibility issues as related to this agreement, including billing back dates and assistance with load letter requests, as time allows. The Community Support Specialist through Genesis 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 Genesis 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 Genesis 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. Genesis Financial Responsibility. Fifty percent of the average salary costs, employer taxes, retirement contribution, health insurance, and other applicable benefits for the Community Support Specialist in accordance with rates specified by ACHSD, shall be paid to ACHSD effective upon the start date of the Community Support Specialist. ACHSD estimates that 50% of the average salary and benefits range for the Community Support Specialist will be between \$22,500 and \$30,000 annually. 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 \$520 per month effective the Community Support Specialists start date and adjusted annually thereafter shall be paid by Genesis 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 Genesis within the 1st quarter of each year.

Notwithstanding the Term (Section J) of this Agreement, financial responsibility for payments owed by Genesis 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 Genesis 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.

Genesis shall reimburse ACHSD for administrative costs, at a fixed rate of One Hundred Dollars, (\$100) per month, incurred by the Community Support Specialist and supervisory staff in carrying out the functions of the Community Support Specialist, such as mileage, continuing education, training and other required meetings. The \$100 administrative cost will be submitted on the monthly invoice to Genesis.

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 the Adams County Human Services building. To ensure timely payment by Genesis, ACHSD shall strive to submit all invoices to Genesis within the first five (5) business days of the month.

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

- E. Coverage for Long-Term Absences. ACHSD shall attempt to provide an on-site replacement staff for the Genesis 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, Genesis 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. Genesis shall provide a desktop computer, two computer monitors, printer, and a fax machine for the Community Support Specialist. ACHSD shall provide working space for the Community Support Specialist. ACHSD 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 Genesis 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. Genesis 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 Genesis shall exchange evidence of insurance showing general liability coverage for Genesis, 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 Genesis 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, 2014, for a term of twelve (12) months ending on December 31, 2014. 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 Genesis upon thirty (30) days written advance notice, and in the event of such termination, Genesis monthly financial obligation shall cease for all subsequent months.
- K. Confidentiality. The Community Support Specialist shall comply with Genesis 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 Genesis.
- L. Evaluation Plan. ACHSD and Genesis 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 Genesis 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 Genesis.
- 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 Genesis 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, Genesis reputation, property, or Genesis operations, Genesis 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

[Signature]
Chair

4-28-14
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER

APPROVED AS TO FORM:
[Signature]
Adams County Attorney's
Office

[Signature]
Deputy Clerk



CONTRACTOR:

[Signature]

Name: James Sims
Title: Director of AR, West & Central Divisions
Genesis Healthcare, LLC

Subscribed and sworn to before me this 27 day of Dec 2013, by

[Signature]
Notary Public

My commission expires:

