AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of CM Signature; LTC Subcontract

Action Requested: County Manager Signature

Parties to the Agreement: Delta County Human Services

Term Begins: 07/01/2020 **Term Ends:** 6/30/2021 **Grant Contract #:**

Summary:

Geri Howards Position, Long term care medicaid

Fiscal Impact: 118535

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

Finance Review: (●) Required ( ) Not Required

Comments:
Np concerns, ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/26/2020

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

Comments:
ok db 7/1/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/1/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 7/2/2020

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

Agenda Date: 7/7/2020

Revised April 2015

DELTA, GUNNISON, HINSDALE COUNTY
OPTIONS FOR LONG TERM CARE AGENCY
SUBCONTRACT

This Subcontract is entered into this 15th day of June 2020, by and between the Delta County Board of County Commissioners d/b/a Delta County Department of Human Services, 320 West 5th Street, Delta, Colorado, 81416 (hereinafter referred to as "Contractor") and the Board of County Commissioners for Gunnison County, Colorado, on behalf of Gunnison/Hinsdale Health and Human Services, 220 North Spruce Street, Gunnison, Colorado, 81230 (hereinafter referred to as "Subcontractor").

The Contractor has entered into a Single Entry Point (also known as Options for Long Term Care) Agency contract with the State of Colorado for the use and benefit of the Department of Health Care Policy and Financing (hereinafter referred to as "State Contract").

The Contractor agrees to purchase and Subcontractor agrees to furnish case management services and home health oversight for applicants and recipients of the Colorado Medical Assistance Program (Medicaid) pursuant to Exhibit B Section 1Case Management Obligations, including 1.14. Collaboration with Other Care Coordination Entities or Entry Point & Case Management Agencies, Section 1.2 Qualifications & Training Requirements, Section 1.9 Complaints & Grievances, Section 1.10 Appeals, Section 1.11 Critical Incident Reporting, Section 2 Intake, Screening & Referral, Section 3 Functional Eligibility Assessments, and Section 4 Ongoing HCBS Case Management.
Now, therefore, it is agreed between the parties as follows:

1. The term of this Subcontract shall be July 1, 2020 through June 30, 2021.

2. The geographic area covered by this Subcontract shall be all of Gunnison and Hinsdale Counties except that area commonly known as Bowie, Somerset, and Marble area, which because of the topography, shall be served by the Delta County Department of Human Services as the Options for Long Term Care Agency.

3. The services (in accordance with the Colorado Department of Human Services Staff Manual Volume VIII, Medical Services) to be provided by the Subcontract are as follows:
   a. Intake/initial response
   b. Support planning
   c. Provider/service monitoring
   d. Assessment and reassessment
   e. Approval/denial of services and certification
   f. Agency representation through the appeal process
   g. Discharge planning to community
   h. Home health long term care services monitoring for OLTC clients
   i. Home health long term care services monitoring for non-OLTC clients

4. The services to be provided by the Contractor for the Subcontractor are as follows:
   a. Training
   b. Principal point of coordination and contact with state and federal agencies
   c. Technical support
   d. Quality review
   e. Coordinate or provide emergency/vacation coverage

5. In addition to the services described above, the Contractor shall reimburse to the Subcontractor:

   $118,535 for expenses such as, but not necessarily limited to, case management, inclusive of annual leave, sick leave and other salary and benefits on a pro-rata determination, supervisory case management, inclusive of annual leave, sick leave and other salary and benefits on a pro-rata determination, state mandated training, travel, phone, publicity, IT support, and general office supplies.

Service/Expense	*Cost per Unit*
	7/1/20-6/30/21
Case Management(per hour)	*$45.15*
Supervisory Case Management (per hr.)	*$57.69*
Photocopies(per piece)	*$0.08*
IT/phone (per month)	*$591.67*
Mileage (per mile)	*$0.58*
Supplies	*Actual expense*
Miscellaneous	*Actual expense*
Total	***Not to exceed $118,535***

6. The Subcontractor shall provide to the Contractor, on a monthly basis, reimbursement forms, report forms, and any other reports subsequently determined to be required during this period on the contract.

7. This Subcontract shall be subject to the requirements of the State Contract, including contract amendments currently in effect, and Subcontractor shall be subject to and abide by all of the terms and conditions thereof, as well as all other applicable federal and state laws, rules and regulations pertinent thereto that have been and may hereafter be established. Any insurance policy secured or maintained by the Subcontractor shall comply with Section 13(B)(vii) thereof. Subcontractor acknowledges that it has been provided with a copy of the State Contract.

8. Each party shall designate in writing a representative for purposes of direct contact between the parties, and for the purposes of this contract, the individuals identified below are designated as representatives of the respective parties. Either party may from time to time designate in writing a new or substitute representative:

For the Contractor:	For the Subcontractor:
William C. Lemoine, Director	Joni Reynolds, Director
Delta County Human Services	Gunnison/Hinsdale Human Services

Any notice required to be given by the parties hereunder shall be given by certified or registered mail to the individuals at the addresses set forth below. Either party may from time to time designate a substitute person or address to whom such notice shall be sent.

For the Contractor:	For the Subcontractor:
William C. Lemoine, Director	Joni Reynolds, Director
Delta County Human Services	Gunnison/Hinsdale Human Services
320 West 5th Street	220 North Spruce Street
Delta CO 81416	Gunnison CO 81230

9. The Subcontractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the Subcontractor nor any agent or employee of the Subcontractor shall be or shall be deemed to be an agent or employee of the Contractor. Subcontractor shall pay when due all required income tax withholding, including all federal and state income tax and local head tax and any monies paid pursuant to this Subcontract. Subcontractor acknowledges that the Subcontractor and its employees are not entitled to unemployment insurance benefits unless the Subcontractor or a third party provides such coverage. Subcontractor shall have no authorization, express or implied, to bind the Contractor to any agreements, liability, or understanding except as expressly set forth herein. Subcontractor shall provide and keep in force workers compensation insurance and unemployment insurance in the amounts required by law, and shall be solely responsible for the acts of Subcontractor, its employees and agents.

10. The parties agree that the State Contract shall be incorporated herein as if set forth in full, with the understanding that the Contractor in this contract shall have the responsibilities assigned to the State or the State Department in that Contract and the Subcontractor shall have the rights and responsibilities assigned to the Contractor in that Contract. The Subcontractor, therefore, shall comply with all the provisions of the State Contract as they relate to the Contractor.

11. The parties agree that the provisions of the HIPAA Business Associate Addendum, dated 6/2018 and currently attached to the State Contract and any modifications or amendments thereto, shall be incorporated herein as if set forth in full, with the understanding that the Contractor in this contract shall have the responsibilities assigned to the State or the State Department in that Contract and the Subcontractor shall have the rights and responsibilities assigned to the Contractor in that Contract. The Subcontractor, therefore, shall comply with all the provisions of the HIPAA Business Associate Addendum as they relate to the Contractor.

12. This subcontract shall be governed by the laws of the State of Colorado.

13. Payment pursuant to the Subcontract is subject to and contingent upon the continuing availability of State funds for the purposes hereof. In the event that State funds, or any part thereof, become unavailable as determined by the Contractor, the Contractor may immediately terminate this Subcontract or amend accordingly.

14. This Subcontract may not be assigned, nor may the duties and obligations of the Subcontractor be assigned, delegated, or subcontracted except with express prior written consent of the Contractor.

15. This Subcontract is intended to be the complete integration of all understandings between the parties as to the subject hereof, No prior contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in the written contract executed and approved pursuant to State Fiscal Rules.

16. Except as herein provided otherwise, this Subcontract shall inure to the benefit and be binding upon the parties hereto and respective successors and assigns. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by another third party.

DELTA COUNTY DEPARTMENT OF HUMAN SERVICES

By: _____
William C. Lemoine, Director Date

BOARD OF DELTA COUNTY HUMAN SERVICES

By: _____
J. Mark Roeber, Chairman

BOARD OF COUNTY COMMISSIONERS FOR GUNNISON, COLORADO, ON BEHALF OF GUNNISON/HINSDALE DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____
~~Jonathan Houck, Chairperson~~ Date
MATTHEW BIRNIE, COUNTY MANAGER 7/1/2020