

Intersection of Medicaid and Jails

Toolkit for Counties

Colorado Department of Health Care Policy and Financing

July 2016



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I. Introduction

Many counties in Colorado are struggling with increasing incarceration costs coupled with high recidivism rates. A few counties in the State have found a way to tackle these issues at once by helping inmates enroll into government services upon their release. Government programs such as Medicaid and Food Stamps (also known as SNAP or the supplemental nutritional assistance program) and others are enrollment options for many ex-county inmates. If they meet the eligibility criteria, these services can provide ex-inmates with health care, food assistance, and even housing benefits to help them successfully transition back into society and reduce the likelihood they will return to jail.

Implementing such a program will have operational costs; however, these are often outweighed by reductions in recidivism. Also, the Department of Health Care Policy and Financing (DHCPF) provides services and support at no cost to counties. In fact, Colorado DHCPF has funds available to offset program initiation costs. Further, sheriffs may be able to leverage their county Department of Human/Social Services to assist in Medicaid eligibility determinations and enrollment.

Potential county governmental groups that may want to be involved in this program include county administrators, county sheriff officers, county departments of human services, and any other interested parties.

While this toolkit focuses on the Medicaid health care program potentially available to inmates upon their release, adding additional programs, such as those noted above, is not a difficult extra step.

Technical Assistance Available to Counties

DHCPF has started a state-wide work group on this topic. Work group meetings allow counties to share information, including between counties that already have programs up and running, and counties that are currently without such a program. Lessons learned are shared and new counties are educated by DHCPF and other counties on how to begin a program. In addition to the monthly work group meetings, DHCPF is able and willing to work directly with a county that wants to start a program.

Sheriffs are not left on their own once a program begins either. Sheriffs should enter into a direct relationship with their county Department of Human/Social Services to have Enrollment Specialists work inside the jail. The Enrollment Specialist will determine eligibility for assistance programs and will enroll eligible inmates into programs upon release. Sheriffs may also want to consider entering into a contract with a local Medicaid Assistance (MA) Site.¹ Potential programs enrollment assistance² is available for include:

- Medicaid;
- SNAP; and,

¹ To find the Medicaid Assistance site closest to a particular jail, see:

<http://www.colorado.gov/apps/maps/hcpf.map>

² While Counties may also develop programs to help inmates in applying for assistance with SNAP or housing supports, this toolkit will focus specifically on how counties can assist inmates in applying for Medicaid.

- Housing support.

General Overview of Medicaid Service Delivery System

Colorado Medicaid is public medical assistance for low-income Coloradans who qualify. Colorado Medicaid is funded jointly by a federal-state partnership and is administered by the DHCFP.

Colorado Medicaid is primarily a Fee-for-Service program for physical health. Most members receive care directly from providers who accept Medicaid. Care is most often delivered through the Accountable Care Collaborative (ACC).³ The ACC is a program that connects Medicaid clients with a Primary Care Medical Provider (PCMP), whose office serves as the member’s “medical home.” The Medical home is where Medicaid clients receive most of their medical services. ACC members also belong to a Regional Care Collaborative Organization (RCCO), which has a network of medical providers who can help connect members to medical and non-medical care, therefore strengthening regional infrastructure and networks to deliver excellent, cost effective, person-centered care. RCCOs serve an important role as care coordinators for their members. They help Medicaid clients and providers communicate with each other, and they can help ex-inmates get the right care when they return to the community.

Behavioral Health Organizations (BHOs) provide comprehensive mental health and substance use disorder services.⁴ All Colorado Medicaid clients belong to a BHO. Clients are assigned to a BHO based on the individual’s county of residence. BHOs help their members get the medically necessary⁵ behavioral health services.

Attachment One provides a map of the RCCO regions and identifies the organizations that serve as RCCOs in each region. It also includes a map of the BHO regions and identifies the organizations that serve as BHOs in each region.

2. Medicaid Enrollment for Individuals Leaving Jail

This section of the toolkit provides counties with key information about which individuals may be eligible for Medicaid benefits and activities that the county jails can implement to increase Medicaid enrollment for individuals as transition to the community.

Medicaid Eligibility

Medicaid provides health care coverage for most low income individuals. Pregnant women and children at higher incomes levels may receive coverage through Medicaid or CHP+. For example, in 2016, a single

³ More information about the ACC may be found here: <https://www.colorado.gov/pacific/hcpf/accountable-care-collaborative>.

⁴ A list of BHO benefits and services are available here: <https://www.colorado.gov/pacific/hcpf/behavioral-health-organizations>.

⁵ Note that “medically necessary” is a term of art and is not tantamount to treatment that is court ordered. Medicaid may only pay for services that are medically necessary. In other words, if a treatment is court ordered but not medically necessary then Colorado Medicaid is not permitted to pay for those services.

adult making \$15,800 or less would be eligible for Medicaid.⁶ It is important for individuals to apply for coverage regardless of income levels, as those that are not eligible to receive Medicaid may obtain coverage through the Health Insurance Exchange. Here in Colorado, the Exchange is called Connect for Health Colorado. Depending on income levels, children may be eligible to receive Medicaid while parents can obtain coverage on the Exchange. Specifically, ex-inmates who fall under one of the following categories and meet the income and citizenship⁷ guidelines may be eligible for Colorado Medicaid:⁸

- Pregnant women, over the age of 19, whose household income is under 260% Federal Poverty Level (FPL);
- Parents and Caretaker Relatives (who do not have a dependent child) whose household income does not exceed 133% FPL; and,
- Adults without dependent children whose household income does not exceed 133% FPL.

Applications can be performed online, in person, by phone, or mail. In order to facilitate ex-inmate enrollment, some sheriffs have added kiosks to their lobbies where enrollment can take place. Others have agreements with their county Department of Human/Social Services where an enrollment specialist from the county works inside the jail and facilitates the enrollment process. This process is explored in more detail later in this paper.

How Jails Can Assist in Facilitating Eligibility

Jails that implement a Medicaid eligibility program play a vital role in facilitating enrollment into the Medicaid program. Many sheriffs have arranged a program alongside the county Department of Human/Social Services. This is the most efficient way to enroll inmates because enrollment specialist can determine eligibility in real time and they can work through more complicated applications, and sheriffs should work towards such an arrangement with their county Department of Human/Social Services. But some sheriffs use their own staff to help inmates to complete applications. Either way, the jail plays a key role in promoting the program and working to make Medicaid enrollment a part of the outtake and community re-entry processes. Another option may be to partner with a non-county based Medical Assistance Site located in your region.

Once the program is organized, jails assume the following roles:

- Determining who receives a Medicaid application. While any individual who is interested in applying for Medicaid should receive an application, jails will likely need to prioritize which inmates they proactively offer a Medicaid application to. Jails may want to develop a prioritization process based on likelihood of Medicaid eligibility. This may be done, for example, by confirming in advance which inmates remain active on the Medicaid eligibility system currently, and which inmates meet Medicaid's citizenship and residency

⁶ FPL levels are updated on an annual basis.

⁷ To be eligible for Medicaid individuals must be a US Citizen or a legal permanent resident for at least five years

⁸ <https://www.colorado.gov/pacific/hcpf/colorado-medicaid>

requirements, to understand who does not need an application. This process, which can be done as early as intake, will help facilitate faster application completion during the release process. Making the application process as rapid as possible helps raise the total number of applicants. Inmates being released are often focused on leaving the facility as opposed to applying for public programs, so efficiency matters.

- Facilitating the application process. Jails need to help inmates apply for Medicaid as part of being released. Options include housing county enrollment specialists, supplying kiosks, or a combination of both.
- Collecting post-release address information. DHCPF needs reliable addresses for its members. Inmates may not know where they will be living upon release and determining a general delivery address, whether it is at a relative's house, a local shelter, a parole officer or having the postal service hold mail, can help ease entry into the program.

Potential resources to support eligibility facilitation

An enrollment program will have startup costs. While sheriff's department funds may be necessary, funds may also be available through DHCPF's County Grant program and Incentive Program. The County Grant program provides funding for one-time infrastructure or business process improvements that benefit Medicaid clients. Grant funding has been used to assist with helping jails enroll their inmates, so there is a real opportunity for counties to help defray program start-up costs.

In addition to grant funds, DHCPF also has a county incentive program that encourages increased county eligibility processing performance and community collaboration. A portion of this program targets correctional facilities, which may be another way to defray the overall county cost of this initiative.

Interaction with RCCOs/BHOs in advance of release

In addition to having the county Department of Human/Social Services provide staff members inside of a jail whom facilitate the enrollment process, some counties have had success working with their Regional Care Collaborative Organization (RCCO) or their Behavioral Health Organization (BHO) as well. Medicaid members are assigned to a RCCO and BHO based on their county of residence. Upon application and a provisional eligibility decision that an ex-inmate is eligible for Medicaid, their RCCO and BHO can provide proactive care management and coordination with the beneficiary pre-release provided the State has an accurate address for an individual to ensure assignment to the appropriate organization. This approach to care can help with re-entry into general society and lead to reduced recidivism.

Program Monitoring

To understand the impact of processes that assist individuals in enrolling in Medicaid upon release, there are a number of program metrics that a county can collect focused on application and enrollment rates. We recommend that counties consider collecting the following data focused on enrollment of individuals in Medicaid upon release:

- Number of individuals that interacted with county staff about potential Medicaid enrollment;

- Number of individuals that submitted a Medicaid application;
- Number of Medicaid determinations (approvals or denials) at release;
- Number of pending determinations; and,
- Recidivism rates of individuals enrolled in Medicaid upon release compared to recidivism rates of individuals who are not enrolled in Medicaid upon release.

In addition to tracking this data, DHCPF requests that sheriffs work with their county Department of Human/Social Services to provide it with a list of individuals that have enrolled in Medicaid upon release with the sheriff's enrollment program in order for DHCPF to track metrics on a statewide basis regarding:

- percentage of individuals enrolled at release with a primary care visit within month of release
- percentage of individuals enrolled at release with a behavioral health visit within month of release

How to Move Forward

There are a number of steps that a county will need to take in order to implement a process to assist individuals in enrolling in Medicaid upon release from jail.

As a first step, we recommend that counties form a planning committee which may include County Sheriff's Department, the County's Department of Human Services, and the County Department of Public Health to develop parameters and process for the program. In some counties, it may also make sense to include other agencies within the planning committee. County agencies may want to consider involving DHCPF to assist with the process, and their regional RCCO and BHO who can help with the process to coordinate that the ex-inmate receives care. To understand the scope of work that needs to be completed and the resources and workflows that will be required, members of the planning committee may benefit from reviewing the processes that have been put in place by other counties and key documents supporting those initiatives, including from Denver and El Paso Counties and included in this Toolkit.

The planning committee will be responsible for determining the goals and objectives of the initiative, available project resources, and the overall project scope. Specifically, we recommend that the planning committee determine:

- *the amount of effort the County will devote to assist inmates apply for Medicaid:* Given County resources and priorities, counties will differ in the level of effort they apply to assisting inmates apply for Medicaid coverage. At an early stage in the development of the project, County staff should discuss how they value the importance of this initiative and, given that value, the level of time and attention that a County is willing to put towards the initiative.
- *potential resource needs to assist in application process:* Depending on the committee's determination relative to the priority of the initiative and level of effort the County wishes

- to dedicate to it, the committee will need to determine the resources available to assist inmates in applying for Medicaid coverage on an ongoing basis.
- *which inmates' jails will prioritize for a Medicaid application:* Which inmates receive assistance in applying for Medicaid will depend in part on the level of resources to be made available for the initiative. Based on available, the committee will need to estimate the number of inmates who can be assisted in applying for Medicaid, and determine a process for prioritizing inmates for assistance. The prioritization process may be based on potential for Medicaid eligibility, or potential for immediate need to receive covered Medicaid services. In addition, the committee should consider what types of educational/health promotion materials and information it can provide to inmates either prior to or at release to clarify the types of benefits that individuals may be eligible for, how to apply for those services, and how to access the benefits once eligible. Enrollment Specialist cannot turn down individuals that wish to apply for Medicaid, so jails will need to identify ways help anyone that asks for assistance.
 - *when individuals will be assisted in applying for Medicaid:* Counties have different processes for inmate release that may impact how best to assist individuals in applying for Medicaid coverage. If counties know in advance who will be released and can develop a work process flow that allows for application assistance just prior to release, individuals are most likely to leave jail with Medicaid eligibility. However, some counties may not be able to assist in Medicaid applications until an inmate is released from custody. To the extent that this can happen at the location where individuals are being released, then County department of human/social services staff will have a greater likelihood of connecting with the individual and assisting with the application process. If neither of these options are available, counties may provide inmates with information on how to apply for Medicaid without specific support upon their release from jail. The answer to this question will depend on a number of other key decisions, including:
 - how the Sheriff's department will share information on potential applications with the County eligibility staff
 - the hours during which these resources will be available (e.g., is the resource located full-time in the Sheriff's department or do they provide limited coverage at specific hours during the week?)
 - *what infrastructure needs to be in place to provide this assistance:* Counties will have different infrastructure needs (e.g., space/computers) and space (where application process can take place) depending on existing resources and space within their Sheriff's departments. Ensuring that infrastructure needs are met will help allow for the initiative to be implemented successfully.

Once the planning committee has agreed on the parameters of the initiative, key partners should enter into a Memorandum of Understanding (MOU) between County partners that clearly defines and delineates the purpose of the MOU as well as the administrative and/or financial requirements of each party based on the committee's determinations. Typically the parties will include the County Sheriff and

the Department of Human Services. In some counties it may include the Department of Public Health or other agencies, based on County agency involvement.

This Toolkit includes the process flows and MOUs that are utilized by **El Paso and Denver Counties** as part of their ongoing initiatives to assist inmates in enrolling in Medicaid coverage as they are being released from jail.⁹

3. Medicaid Coverage for Inpatient Hospital Services

This section of the toolkit will provide counties with an understanding of when individuals may be eligible for Medicaid coverage of inpatient hospital services while they are incarcerated and the process jails should follow in order to ensure that coverage is utilized where appropriate. Depending on the size of a county and the frequency with which inmates require inpatient hospital services, counties that take the initiative to ensure appropriate Medicaid enrollment is in place may see significant cost savings by shifting these inpatient costs from the jail to Medicaid.

Medicaid Can Cover Inpatient Hospital Services for Eligible Individuals

While individuals that are incarcerated are generally not eligible for Medicaid coverage, there is an important exception. Where an individual requires an inpatient hospital stay of more than 24 hours and leaves the jail for such services, Medicaid coverage is available for services received during that hospital stay provided the individual is otherwise eligible for Medicaid (based on the income and citizenship rules described above) and the hospital is a Medicaid provider.

DHCPF issued an Agency Letter in March 2014¹⁰ describing DHCPF's process for determining eligibility for an individual who is incarcerated but in need of an inpatient hospital stay of more than 24 hours. Sheriffs, with help from their county department of human/social services, must assist individuals in applying for Medicaid in order to obtain Medicaid coverage for that inpatient stay. Sheriffs may also consider developing a relationship with their local hospital to assist in enrollment of inmates into Medicaid for coverage of an inpatient stay. Retroactive Medicaid eligibility may be granted for that hospital stay, as long as application is filed within 90 days of the services being rendered.

Once Medicaid eligibility is established, the hospital may bill Medicaid directly, as it would for any other inpatient hospital stay. Upon release from the hospital and back within the confines of the jail, it is the jail's responsibility to notify Medicaid that the individual is incarcerated.

Program monitoring

By monitoring the number of individuals with inpatient stays of more than 24 hours that a jail helps to enroll in Medicaid, the jail can track cost savings to the county associated with that effort. Where jails can show cost savings from an initial effort to enroll targeted inmates, those savings may be used to broaden their processes to enroll a greater number of inmates in Medicaid upon release.

⁹ Process flows and MOUs from El Paso and Denver are included as Attachment Two.

¹⁰See <https://www.colorado.gov/pacific/sites/default/files/2014%20Agency%20Letters%20Number%2014-006.pdf>

4. Medicaid Coverage Prior to Booking

As noted above, once individuals are incarcerated, they are not eligible for Medicaid coverage. However, counties are often in the position of bringing individuals to emergency departments for treatment immediately prior to booking. As long as individuals have not yet been booked, they are not considered incarcerated. Jails can assist individuals in applying for Medicaid, using the same process as described in the March 2014 Agency Letter but note that there isn't the same 24 hour requirement since the individual isn't yet incarcerated, and ensure that the emergency department visit is covered by the Medicaid program. This may also be helpful to hospitals that otherwise may be unable to collect payment from the individual for the treatment received. To ensure that counties or the individual in custody are not inappropriately billed by hospital or an ambulance company, counties may want to proactively notify the hospital or ambulance organization of an individual's Medicaid number or enrollment status.

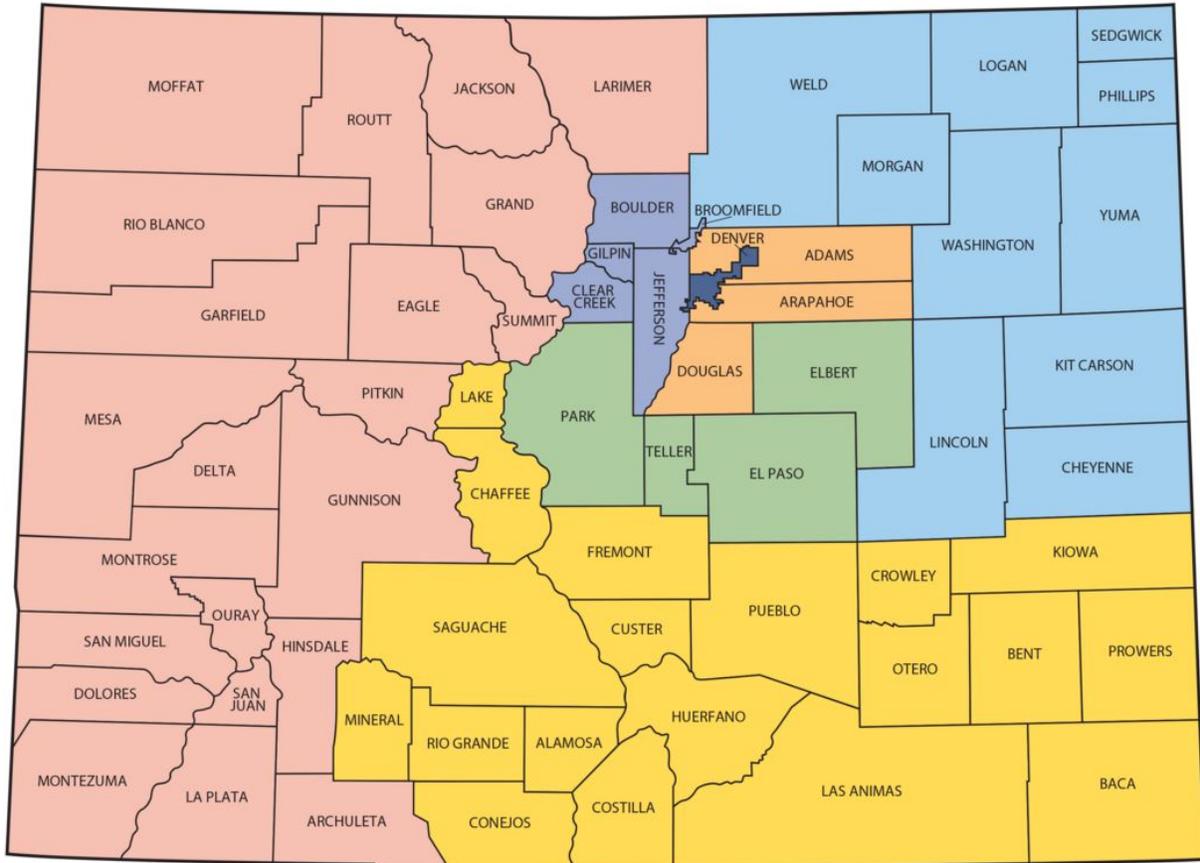
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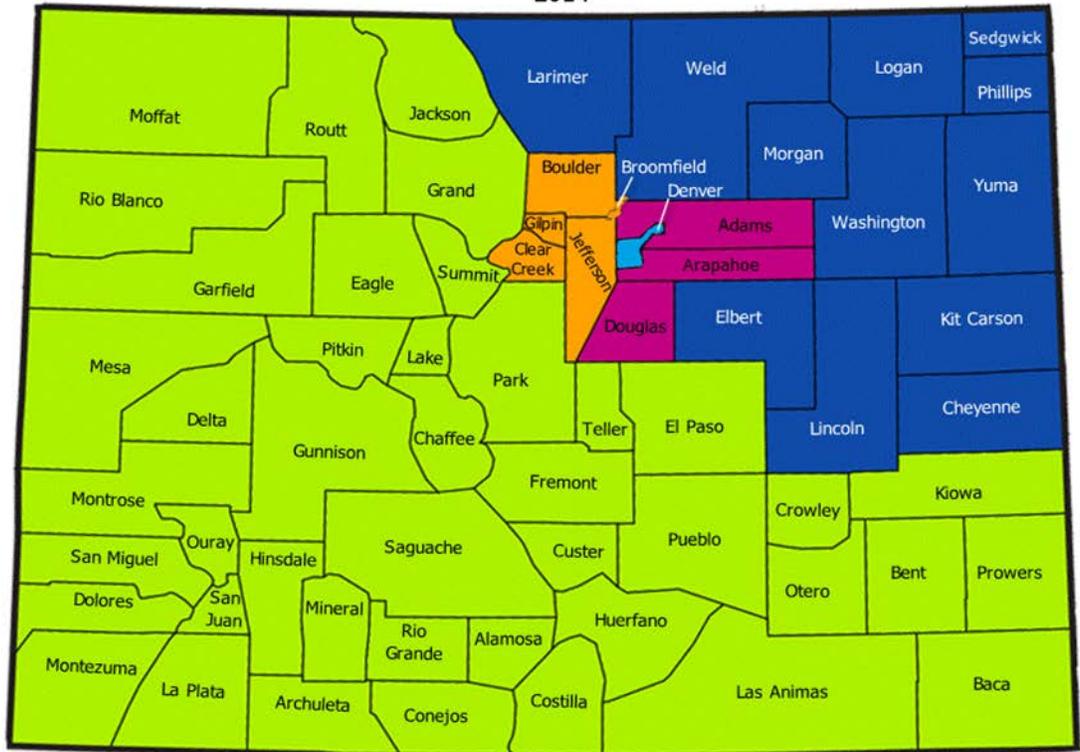
Attachment One

**Colorado's Accountable Care Collaborative
Regional Care Collaborative Organization Map**



- | | | | | | |
|----------|---|--------------------------------------|----------|---|------------------------------------|
| Region 1 |  | Rocky Mountain Health Plans | Region 5 |  | Colorado Access |
| Region 2 |  | Colorado Access | Region 6 |  | Colorado Community Health Alliance |
| Region 3 |  | Colorado Access | Region 7 |  | Community Care of Central Colorado |
| Region 4 |  | Integrated Community Health Partners | | | |

Colorado Medicaid
 Community Behavioral Health Services Program
 Geographic Service Areas
 2014



- Colorado Access/Access Behavioral Care Northeast (ABC)
- Behavioral Healthcare, Inc. (BHI)
- Colorado Health Partnership (CHP)
- Foothills Behavioral Health Partners (FBHP)
- Colorado Access/Access Behavioral Care Denver (ABC)

Attachment Two

Sample Workflows and MOUs

(from Denver and El Paso)

Memorandum of Understanding
Denver Sheriff Department

I. Purpose of Agreement

Denver Department of Human Services (DDHS) is working with Denver Sheriff Department (DSD) to provide support for Medical assistance and eligibility determination, in accordance to the "Affordable Care Act and County Jails", as drafted by The Denver Sheriff Department, Dec 2013. Because the DSD oversees and houses a large number of potential applicants per month and must transport these individuals to and from non-correctional medical facilities for at least 24 hours, Denver and other metro area counties must determine eligibility for processing during such occurrence. Subject to Medicaid and or Health Plan requirements, individuals may be able to enroll or maintain existing coverage while pending disposition of charges. DDHS will also determine eligibility for potential Medical assistance and other potential eligibility programs offered through DDHS based on projected release dates as provided by the DSD. The DSD has agreed to locate up to two (2) DDHS employees at the type and level of a Case Management Coordinator II or III onsite to assist in the processing of these applications.

II. Overview of General Responsibilities

The DSD will provide office space, office supplies, desktop computer, access to fax and copy machine, and phones for two (2) Case Management Coordinators (CMCs) located at the Denver Detention Center and County Jail. Connectivity to Colorado Benefits Management System (CBMS) and confidential work space must also be maintained.

The CMCs will process Medical applications for individuals transported from Denver Health and other medical facilities, and help determine eligibility for Denver and immediate surrounding counties. Denver County will be the main priority and based on workload, will determine how often and when other county applications will be processed by CMC's. This will need to be evaluated over time and on a case-by-case basis.

DDHS will provide supervision and training for the CMCs. DDHS will oversee the case management coordinators to ensure compliance with pertinent state, federal and local laws and regulations. DDHS will monitor and conduct reviews of the case management coordinator to ensure timeliness and accuracy of all applications received.

The CMCs shall work 40 hours a week each at the DSD's sites and shall be subject to the same policies and procedures, rules and regulations as DDHS employees. The case management coordinators shall comply with all policies and procedures, rules and regulations of the DSD to the extent that such policies, procedures, rules and regulations do not conflict with those of DDHS. The case management coordinators shall follow the same holiday schedule and leave policies as other DDHS employees. The DSD will reimburse 100% of the case management coordinators' salaries and benefits to DDHS on a quarterly basis.

The Denver Department of Human Services, through the use of Case Management Coordinators, shall be responsible for determining eligibility for Medical Assistance and conduct screenings for other potential eligibility programs as well as data entry into the Colorado Benefits Management System (CBMS).

On-site Case Management Coordinators at Denver Sheriff Department

Case Management Coordinator Roles and Responsibilities

1. Conduct application initiation and process Medical Assistance applications for Denver County and if workload permits, surrounding counties, for the Denver Sheriff Department.
2. Transmit cases to the county of record upon completion of Medical eligibility determination to the appropriately assigned ongoing teams.
3. Transfer physical files bi-weekly to the appropriate DDHS Department.
4. Case Management Coordinators are required to comply with the Denver Sheriff Department's rules and regulations as long as they do not overlap with required federal or state rules or regulations surrounding benefit application.

Denver Department of Human Services Roles and Responsibilities

1. Provide supervision, training and administrative oversight for the Case Management Coordinators.
2. Ensure continuing coverage during Case Management Coordinator extended absences due to illness, vacations, emergencies or other reasons not to exceed 10 days with the exception of one (1) time per month for the monthly Outreach All Staff meetings which all staff are required to attend.
3. Participate in monthly collaboration meetings with the Denver Sheriff Department.
4. Work collaboratively with Denver Sheriff Department to ensure all workflow and processes are in place and agreed upon.
5. Provide data sharing with the Denver Sheriff Department around work being accomplished and enrollment on a monthly basis.

Denver Sheriff Department Roles and Responsibilities

1. Continue monthly collaboration meetings with DDHS Supervisor and staff who are involved with the project.
2. Coordinate internal referral data with CMCs to ensure the most updated list is provided to them for most effective triage.
3. Share any relevant data in regards to progress of the partnership and cost savings.
4. Work with DDHS collaboratively to ensure workflow and internal business processes are up to date and in compliance with all state and federal regulations and requirements.
5. Provide a direct contact for inquiries or issues for CMCs who are onsite during their working hours.

III. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the DDHS program area and/or Contracting Services. DSD may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services in addressing the needs of the program.
2. **Performance & Financial Monitoring:** Review and analysis of (a) current program information to determine the extent to which DSD is achieving established contractual goals; (b) financial systems & billings to ensure that contract funds are

allocated & expended in accordance with the terms of the agreement. Contracting Services will provide regular performance monitoring and reporting to program area management. Contracting Services, in conjunction with the DDHS program area, will manage any performance issues and will develop interventions that will resolve concerns.

3. **Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County laws and regulations, and the DDHS annual plan & policies are being met.

B. Reporting

In addition to any other reports required by the agreement, the following reports shall be developed and delivered to the City as stated in this section.

Report # and Name	Description	Frequency
1. Quarterly/Monthly Report	Monthly Production Report	Quarterly/Monthly
2. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD

IV. Invoicing

Invoice	Description	Frequency
Quarterly Invoices	The Agency will prepare and e-mail to Denver Sheriff Department periodic invoices for services provided under this Agreement. Denver Sheriff Department will process and pay each invoice within thirty (30) days from the billing date set forth on the invoice. Payments shall be made payable to the Manager of Revenue. Each payment shall be delivered to: Attn: Financial Services, Department of Human Services, 1200 Federal Blvd., 4th Floor, Denver, CO 80204, by mail or hand delivery.	Quarterly

V. Budget for Term January 1, 2016 to December 31, 2017

Salaries for the Case Management Coordinators for the term of this MOU will be approximately \$58,000 and \$62,000 per year, including fringe benefits.

In the event that a position becomes vacant, Denver Sheriff Department will not be charged the monthly salary of the vacant position.

VI. Payment of funds.

A. DSD will pay DDHS for services provided under this MOU, an amount not to exceed \$120,000.00 per year and not to exceed \$240,000 for the entire two-year term.

B. DSD's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the MOU. Neither party by this MOU Agreement irrevocably pledges present cash reserves for payment or performance in future fiscal years. The MOU does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either agency. In the event that funds are not awarded, in whole or in part to DDHS for the Employment First program or are reduced or eliminated, the parties will confer and establish a mutually agreeable reduction plan.

C. To obtain reimbursement, IBT Submittal and Documentation IBTs and supporting documentation packages must be submitted by the 20th of each month following the prior quarter and includes the following:

1. IBT date is the current date of submittal
2. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the starting date of the MOU. Requests for reimbursement for a previous period already billed must be clearly marked.
3. Total amount for the billing period.
4. Contact information for the person responsible for initiating the IBT and related substantiating documents.
5. One copy of supporting documentation for the IBT must be submitted with the IBT and includes a cover document with detailed lines for each G/L account or category, subtotaled, which agrees to the total amount billed for the period.
6. Scanned copies (or electronic reports, as indicated) of substantiating documents must be provided for each G/L line or category and will be ordered according to the detailed lines provided. Substantiating documents include, but are not limited to: original paid invoices and applicable credit memos; PeopleSoft payroll reports itemizing salaries and benefits for each employee charged to the program; indirect cost calculations and related charges to the program; original receipts that offset program costs; a tracking report of all sub-contracts awarded for the program and the actual paid-to-date versus the amount of the contract.

D. All internal billings should be supported by any sufficient documentation required by the performance contract or applicable law.

VII. Examination of Records. Any duly authorized representative of the City shall, until the expiration of three (3) years after the final payment under this MOU, have access to and the right to examine any books, documents, papers and records involving transactions related to this agreement. The parties will each keep true and accurate records of all business transactions under this Agreement. The parties each must make records available within seventy-two (72) hours of the date of request. If the records will not be available within seventy-two (72) hours of the date of request, then the receiving party will notify the

requesting party of the date and time such records will be available not to exceed five business days from the date of request.

VIII. Compliance with Laws. DDHS and DSD will comply with all applicable federal, state, and local laws, policies, rules and regulations concerning the services to be provided.

IX. Disputes. Disputes arising under or related to this MOU or the work which is the subject of this MOU shall be resolved by the Mayor of the City and County of Denver consistent with applicable federal and state laws, rules, regulations, and program policies governing the administration of the Employment First Program, and consistent also with the Charter and ordinances of the City and County of Denver. The parties agree that the Mayor's determination shall be final, non-reviewable and conclusive of all such disputes.

X. Notices. Notices concerning this MOU shall be made in writing as follows:

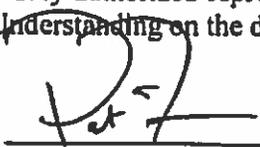
DDHS:
Executive Director of Human Services
1200 Federal Blvd.
Denver, Colorado 80204

and:

DSD:
Sheriff
Denver Sheriff Department
490 W. Colfax Avenue
Denver, CO 80204

Said notices shall be delivered personally during normal business hours to the appropriate offices or by certified mail, return receipt requested. Notices shall be deemed effective upon receipt. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitution shall not be effective until actual receipt of written notification.

The duly authorized representatives(s) of the respective agencies execute this Memorandum of Understanding on the dates indicated below.

By: 

Sheriff, Denver Sheriff Department

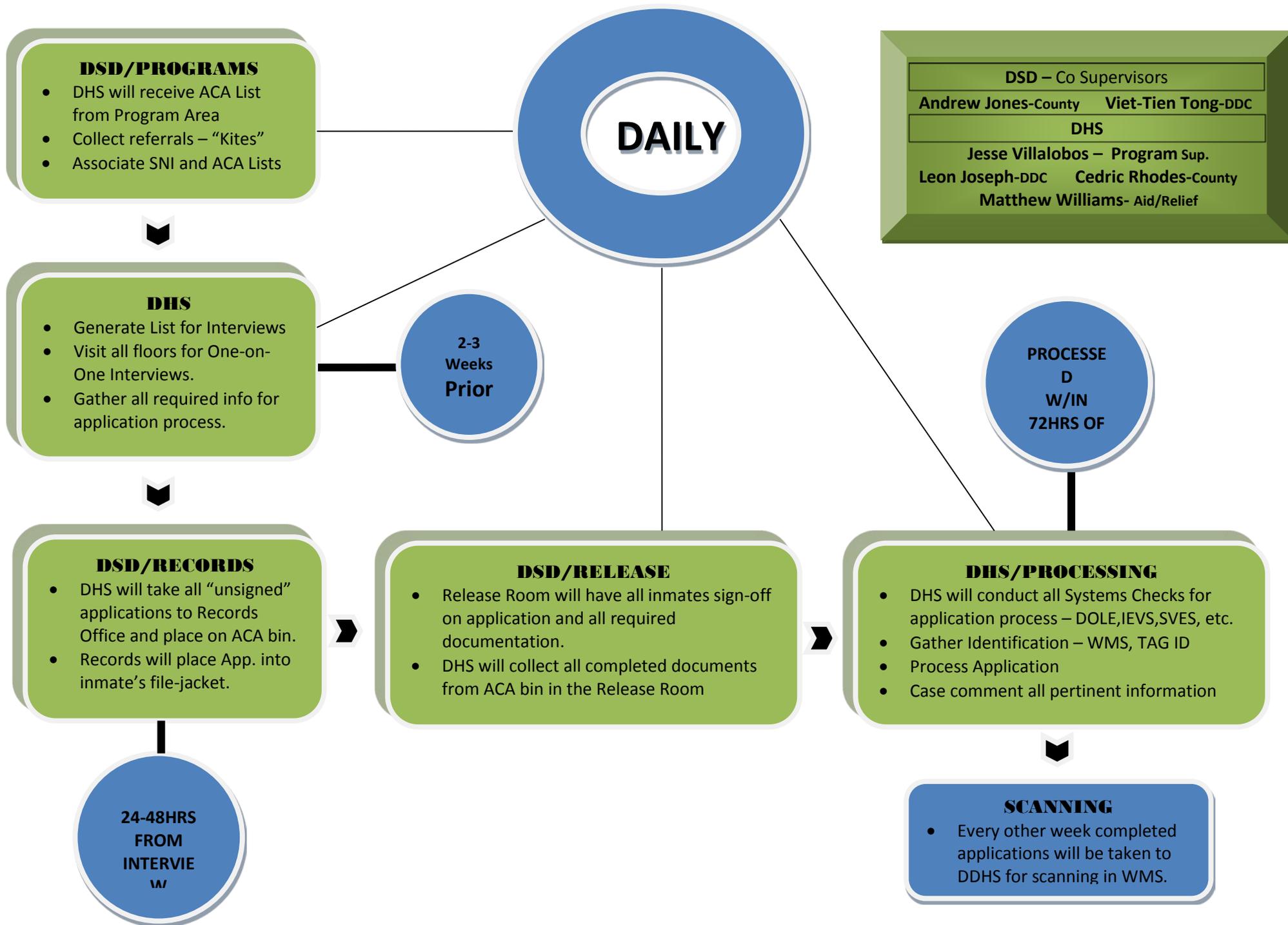
Date: 11/3/15

By: 

Executive Director, Denver Department of Human Services

Date: 11/25/15

DSD ACA WORKFLOW



DSD ACA WORKFLOW



- Receive ACA List from Programs Area - (printed from TAG)
- Compare and associate SNI/ED List with ACA List
- Collect “Kites”: referrals and requests to meet with inmates regarding Medicaid
- Generate List of inmates to meet/interview for the day
- Visit all corresponding Blocks and pull inmates from cell (one at a time) for a one-on-one interview, referred to as an “Official”
- During the Interview, collect all pertinent information about the individual and his/her family for the application process. *Application is not signed or dated*.
 - Write inmate’s CD# on the top of the application
 - Take diligent notes regarding the specifics of the client’s incarceration time-line and their anticipated living and employment situation upon release from the facility.
- Inform client of the following steps,
 - Sign and date application upon release
 - Confirm mail address is accurate for follow up letters from the DHS regarding application status
 - Additional identification may be required (like birth certificate, ID, etc.) to be submitted to DHS.
- At the end of every work day, once all interviews have been conducted, take all unsigned, complete applications down to the Records office to be submitted into inmate’s file-jacket.
 - Place all unsigned applications in the ACA bin.
- At the inmate’s date of release, they are taken to the Release Room where they sign off on documentation from their file-jacket.
 - This includes signing and dating the Medicaid Application.
 - After signage, Inmate/Client is handed a copy of “Rights and Responsibilities” from application form.
- At the end of every day Outreach Case Coordinator (OCC) is to pick up the signed applications from the ACA bin in the Release Room.
- Perform look up of client’s ID in WMS and print out a physical copy to attach to the client’s signed and completed application.

DSD ACA WORKFLOW

- If the client has no ID in WMS, then request that the Program Administrator print a copy of the client’s identity through TAG. This identity sheet contains all demographics of client including, mug shot, DOB, SSN, height, weight, eye color, hair color, etc.
- Applications are processed within 24-72 hours after date signed.
 - Many inmates released at night and on weekends
- Before the application can be processed, OCC must run systems checks:
 - Check WMS for any case history and details
 - DOLE, DMV, IEVS, SVES, PARIS, etc.
- After systems checks have been run and the applicant’s case history (if any) has been cleared, the application can be Initiated, and processed through.
- Case comment all pertinent information of the case/interview (reference notes taken during initial interview).
- Completed applications (approved or denied) will be taken every other week (from county and DDC) to DHS for scanning into WMS.

The ACA Team will be working under the collaborative supervision of the DSD Program Teams and DHS within DSD facilities. Should any questions or concerns arise regarding personnel involved with the ACA Program or logistics please contact:

<p>DDC Viet-Tien, Tong Program Administrator Denver Sheriff Department 720-337-0337 Viet-Tien.Tong@denvergov.org</p>	<p>COUNTY Andrew Jones, Program Administrator Denver Sheriff Department 720-913-3936 (ext. 33936) andrew.jones@denvergov.org</p>
<p>Leon Joseph, Outreach Case Coordinator Department of Human Services 720-337-0316 (ext. 70316) Leon.Joseph@denvergov.org</p>	<p>Cedric Rhodes, Outreach Case Coordinator Department of Human Services 720-913-3839 (ext. 33718) Cedric.rhodes@denvergov.org</p>
<p>Matthew Williams, Outreach Case Coordinator Department of Human Services 720-550-2394 Matthew.williams@denvergov.org</p>	
<p>Jesse Villalobos, Outreach Coordinator Supervisor Department of Human Services 720-944-1462 Jesus.villalobos@denvergov.org</p>	

Memorandum of Understanding Regarding Medicaid Eligibility and Enrollment Services between El Paso County Department of Human Services and El Paso County Sheriff's Office

This Memorandum of Understanding to outline Medicaid Eligibility Screening and Enrollment (hereinafter "Agreement" or "MOU") dated for reference this 29 day of June, 2015 is made between El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, a duly organized county and political subdivision of the State of Colorado, for the benefit of the El Paso County Department of Human Services ("**County**") and the El Paso County Sheriff's Office ("**Sheriff's Office**"). The **County** and **Sheriff's Office** may be referred to collectively as "Parties" or individually as "Party."

1. Purpose and Scope of Agreement and Authority.

- a. The purpose of this Agreement is to allocate responsibilities for the referral of clients by the **Sheriff's Office** to the **County** for Medicaid Eligibility screening and Enrollment into the program to capture all eligible population.
- b. Pursuant to C.R.S. §§ 30-11-101(1), 30-11-103 and 30-11-107(1), the Board of County Commissioners of El Paso County, Colorado has the legislative authority to make all contracts and to settle all accounts of the **County** and to exercise such other and further powers as are conferred by law.
- c. Pursuant to C.R.S. 30-10-511, the Sheriff shall have charge and custody of the jails of the county, and of the prisoners in the jails, and shall supervise them through a deputy.

2. Obligations of the Parties and Consideration.

- a. **County** agrees to provide trained personnel who will perform orientation and screening of the clients who might be or/and are eligible to receive Medicaid benefits upon release from incarceration, aid in the Medicaid application completion for those clients that are hospitalized for over 24 hours outside Criminal Justice Center (CJC), screen for eligibility for other programs that may include, but are not limited to, Food Assistance (FA), Temporary Assistance to Needy Families (TANF), and Aid to Need Disabled (AND), and provide any other information about eligibility and process in regards to benefits. **County** shall make these services available during regular business hours Monday through Friday between 8:00 a.m. - 5:00 p.m. or other hours as established by operational need to best meet optimum levels of clients being processed for release from the Criminal Justice Center, and shall observe County established holiday schedule.
- b. **County** shall be responsible for all supplies, computers, scanners, phones, and software expenses.
- c. **County** shall supply resource books and other printed materials that contain information on how to apply for benefits through the **County** to the **Sheriff's Office**. **Sheriff's Office** further agrees to inspect them to ensure all contraband is removed so they can be safely used by the clients.
- d. **Sheriff's Office** will provide space within the facility that will allow for the interviews between the County representative and the inmate. This space will be decided by the Sheriff's Office, keeping in mind the need for inmate/client confidentiality and the necessary security requirements/needs of the Sheriff's Office. If it is determined, by mutual agreement of the parties, that space provided needs to be altered, or materials need to be bought, in order to accomplish confidentiality, the **County** agrees to pay for and make arrangements for, or if necessary, reimburse, any associated costs to the **Sheriff's Office**.

- e. **Sheriff's Office** agrees to provide the **County** with a current list of clients that have been sentenced. **Sheriff's Office** will specifically provide the name of the inmate, date of birth, last four numbers of the social security number, ward location and scheduled release date. **Sheriff's Office** will provide list a minimum of once per week, or as otherwise mutually agreed. Parties will agree on a consistent day, one day per week, to provide this information. Parties may mutually agree to provide the information pursuant to a different schedule. **County** shall use the information to close cases for the time of client's incarceration, initiate a case for those clients who are going to be hospitalized for over 24 hours outside CJC, and further updates of established cases. With respect to clients who will be hospitalized for over 24 hours outside CJC, **Sheriff's Office** will provide this information will be provided in a timely fashion, as needed.
- f. **Sheriff's Office**. All **County** employees, contract staff, and volunteers who require access to the secured portion of CJC must complete a Computerized Voice Stress Analysis (CVSA) examination and background investigation. **Sheriff's Office** agrees to pay for the expenses associated with the test and background investigation. This must be completed prior to entering the secured area of the jail. **Sheriff's Office** agrees to provide a security orientation for each **County** employee that will work within the facility. **County** employee shall complete this orientation within 30 days of working within the facility. **County** employees will be instructed, and will follow all facility rules implemented by the Sheriff, or his agent. This includes dress code, contraband rules, safety and security measures and other rules that are necessary to maintaining the safety of the criminal justice system.
- f. **Both Parties** agree to exchange necessary information to ensure accurate services to clients and to observe any State and Federal rules in regards to Medicaid application processes.
- g. **Both Parties** agree to observe client confidentiality and restrict access to confidential information as provided by law.
- h. **NOTICES** shall be sent to the following:
- **For the County:**
Rachel Kline
DHS Contract Management
(719) 444-5483
rachelkline@elpasoco.com
 - **For Sheriff's Office:**
Bureau Chief Mitch Lincoln
210 South Tejon Street
Colorado Springs, CO 80903
mitchlincoln@elpasoco.com
719-390-2103
3. **Term and Termination.**
- a. This Memorandum of Understanding shall be deemed effective by the Parties from the date of execution of this document and shall terminate automatically on December 31, 2019. This agreement may be extended by mutual agreement of the parties, until a new *Memorandum of Understanding can be completed and signed.*
- b. This Agreement may be terminated, with or without cause, by either Party upon thirty (30) days' written notice to the other Party; provided, however, if this Agreement is terminated

prior to its expiration, the Parties agree to continue providing services and funding therefor throughout the end of the month of termination.

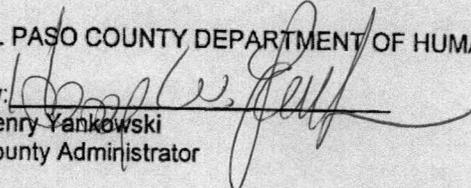
4. **Changes.** The Parties, from time to time, may request changes in the scope of services or pursuant to this Agreement. Such changes that are mutually agreed upon between the Parties shall be in writing, and upon execution, shall become part of this Agreement. To be effective, all changes must be signed by the Parties.
5. **County Liability and Sovereign Immunity.** The Parties each agree to assume liability for its own employees', agents', and contractors' actions pursuant to this Agreement. The Parties understand that liability of the Parties is controlled and limited by the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-101, *et seq.*, and that no provision of this Agreement is intended to limit or modify the application of immunity.
6. **Insurance.** The Parties shall at all times during the terms of this Agreement have and keep in force a liability insurance policy with a company licensed to do business in the State of Colorado or operate a self-insurance fund.
7. **Governing Law/Forum/Interpretation.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in El Paso County, Colorado.
8. **Non-appropriation.** The financial obligations of the Parties as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated by the Parties.
9. **Third-Party Beneficiaries.** It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.
10. **Extent of Agreement.** This Agreement, with attachments thereto, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by all of the Parties. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the Parties that the remaining portions of this Agreement shall be of full force and effect.
11. **Assignability and Transfer.** No Party to this Agreement shall assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the other Party.
12. **Severability.** If any portion of this Agreement or application thereof to any Party or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or applications, and to this end the provisions of this Agreement are declared to be severable.
13. **Waiver.** The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.
14. **Headings.** The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any

provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

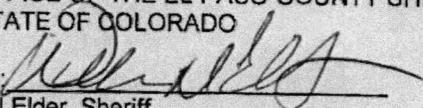
15. **Force Majeure.** No Party shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of or were not aggravated by, the acts or omissions of the non-performing or delayed Party.

IN WITNESS THEREOF, the Parties have signed this Agreement on the day and year indicated above.

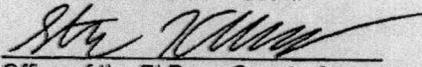
EL PASO COUNTY DEPARTMENT OF HUMAN SERVICES

By: 
Henry Yankowski
County Administrator

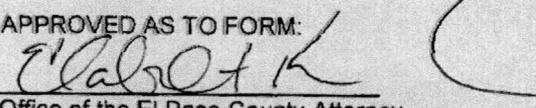
OFFICE OF THE EL PASO COUNTY SHERIFF,
STATE OF COLORADO

By: 
Bill Elder, Sheriff

APPROVED AS TO FORM:


Office of the El Paso County Attorney
For the County

APPROVED AS TO FORM:


Office of the El Paso County Attorney
For the Sheriff

**Memorandum of Understanding regarding Community Resource Navigation Services
Between El Paso County Public Health and El Paso County Sheriff's Office**

This Memorandum of Understanding to outline community resource navigation services (hereinafter "Agreement" or "MOU") dated for reference this 15 day of December, 2015 is made between El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, a duly organized county and political subdivision of the State of Colorado, for the benefit of the El Paso County Sheriff's Office ("Sheriff's Office") and El Paso County Public Health ("Public Health"), a governmental entity under the direction of the Board of Health. Sheriff's Office and Public Health may be referred to collectively as "Parties" or individually as "Party."

1. Purpose and Scope of Agreement and Authority.

- a. The purpose of this Agreement is to allocate responsibilities for the referral of clients by the Sheriff's Office to Public Health for assessment and referral to health and social services needs upon release from the Criminal Justice Center.
- b. Pursuant to C.R.S. §§ 30-11-101(1), 30-11-103 and 30-11-107(1), the Board of County Commissioners of El Paso County, Colorado has the legislative authority to make all contracts and to settle all accounts of the County and to exercise such other and further powers as are conferred by law.
- c. Pursuant to C.R.S. 30-10-511, the Sheriff shall have charge and custody of the jails of the county, and of the prisoners in the jails, and shall supervise them through a deputy.

2. Obligations of the Parties and Consideration.

- a. Public Health agrees to provide trained personnel who will perform needs assessments and referrals to medical and non-medical resources for clients upon release from incarceration. Clients enrolled in Medicaid will be referred to Medicaid resources and those deemed ineligible for Medicaid benefits due to work-release facility placement shall be provided information regarding safety net medical services and other community resources. Public Health shall make personnel available during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. or other hours as mutually established by operational need to best serve optimum numbers of clients being processed for release from the Criminal Justice Center. Such personnel shall observe Public Health established holiday schedules and closures.
- b. Public Health shall be responsible for all supplies, computers, scanners, phones, and software expenses.
- c. Public Health shall supply resource books and other printed materials that contain information on how to connect with medical and non-medical resources and are intended to be distributed to clients. All materials must be submitted in advance to the Sheriff's Office. Sheriff's Office further agrees to inspect such materials to ensure all contraband is removed so they may be safely used by the clients.
- d. Sheriff's Office will provide space within the facility that will allow for interviews between the Public Health representative and the inmate. This space will be decided by the Sheriff's Office, keeping in mind the need for inmate/client confidentiality and the necessary security requirements needs of the Sheriff's Office. If it is determined by mutual agreement of the Parties that the space provided needs to be altered or materials need to be purchased in order to accomplish confidentiality, Public Health agrees to pay and make arrangements for such alterations or materials, or, if necessary, reimburse any associated costs incurred by the Sheriff's Office.

- e. Sheriff's Office agrees to provide Public Health with a current list of clients that have been sentenced. Sheriff's Office will specifically provide the name of the inmate, date of birth, last four numbers of the social security number, ward location and scheduled release date. Sheriff's Office will provide this list a minimum of once per week or as otherwise mutually agreed. Parties will agree on a consistent day, one day per week, to provide this information. Parties may mutually agree to provide the information pursuant to a different schedule. Public Health shall use the information to close care coordination cases with Medicaid's Regional Care Collaborative Organization for the duration of client's incarceration, and to initiate care coordination for those clients who are going to be hospitalized for more than 24 hours outside jail and enrolled in Medicaid. With respect to clients who will be hospitalized for more than 24 hours outside jail, Sheriff's Office will provide this information in a timely fashion, as needed.
- f. All Public Health employees, contract staff, and volunteers who require access to the secured portion of jail must complete a Computerized Voice Stress Analysis (CVSA) examination and background investigation. Sheriff's Office agrees to pay for the expenses associated with the test and background investigation. This must be completed prior to entering the secured area of the jail. Sheriff's Office agrees to provide a security orientation for each Public Health employee that will work within the facility. Public Health employees shall complete this orientation within thirty (30) days of beginning work within the facility. Public Health employees will be instructed regarding and will follow all facility rules implemented by the Sheriff or his agent. This includes dress code, contraband rules, safety and security measures and other rules that are necessary to maintaining the safety of the criminal justice system.
- g. Both Parties agree to exchange necessary information to ensure accurate services to clients and to observe any State and Federal rules in regards to Medicaid referral processes, including preserving client choice of medical provider.
- h. Both Parties agree to observe client confidentiality and restrict access to confidential information as provided by law.
- i. Notices shall be sent to the following:

Public Health:
Kelley Vivian
Development and Strategic Initiatives Officer
(719) 578-3243
kellyvivian@elpasoco.com

Sheriff's Office:
Bureau Chief Mitch Lincoln
(719) 390-2103
mitchlincoln@elpasoco.com

3. Term and Termination.

- a. This Agreement shall be deemed effective by the Parties from the date of execution of this document and shall terminate automatically on June 30, 2016. This agreement may be extended by mutual agreement of the Parties, until a new Memorandum of Understanding can be completed and signed.
- b. This Agreement may be terminated, with or without cause, by either Party upon thirty (30) days' written notice to the other Party; provided, however, if this Agreement is terminated

prior to its expiration, the Parties agree to continue providing services and funding throughout the end of the month of termination.

4. Changes. The Parties, from time to time, may request changes in the scope of services pursuant to this Agreement. Such changes that are mutually agreed upon between the Parties shall be in writing, and upon execution, shall become part of this Agreement. To be effective, all changes must be signed by the Parties.
5. County Liability and Sovereign Immunity. The Parties each agree to assume liability for its own employees', agents' and contractors' actions pursuant to this Agreement. The Parties understand that liability of the Parties is controlled and limited by the Colorado Governmental Immunity Act ("CGIN"), C.R.S. § 24-10-101, et seq., and that no provision of this Agreement is intended to limit or modify the application of immunity.
6. Insurance. The Parties shall at all times during the terms of this Agreement have and keep in force a professional liability insurance policy with a company licensed to do business in the State of Colorado or operate a self-insurance fund.
7. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in El Paso County, Colorado.
8. Non-appropriation. The financial obligations of the Parties as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated by the Parties.
9. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.
10. Extent of Agreement. This Agreement with attachments hereto, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by all of the Parties. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the Parties that the remaining portions of this Agreement shall be of full force and effect.
11. Assignability and Transfer. No Party to this Agreement shall assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the other Party.
12. Severability. If any portion of this Agreement or application thereof to any Party or circumstances is held to be invalid, such invalidity shall not affect other provisions or applications of the Agreement which can given effect without the invalid provision or applications, and to this end the provisions of this Agreement are declared to be severable.

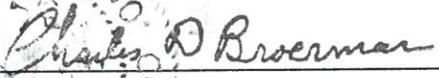
13. Waiver. The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.
14. Headings. The headings of the articles and sections of this Agreement are inserted only for a matter of convenience and for reference and do not define or limit the scope of intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
15. Force Majeure. No Party shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of or were not aggravated by the acts or omissions of the non-performing or delayed Party.

IN WITNESS THEREOF, the Parties have signed this Agreement on the day and year indicated above.

EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
Amy Lathen, BOCC Chair

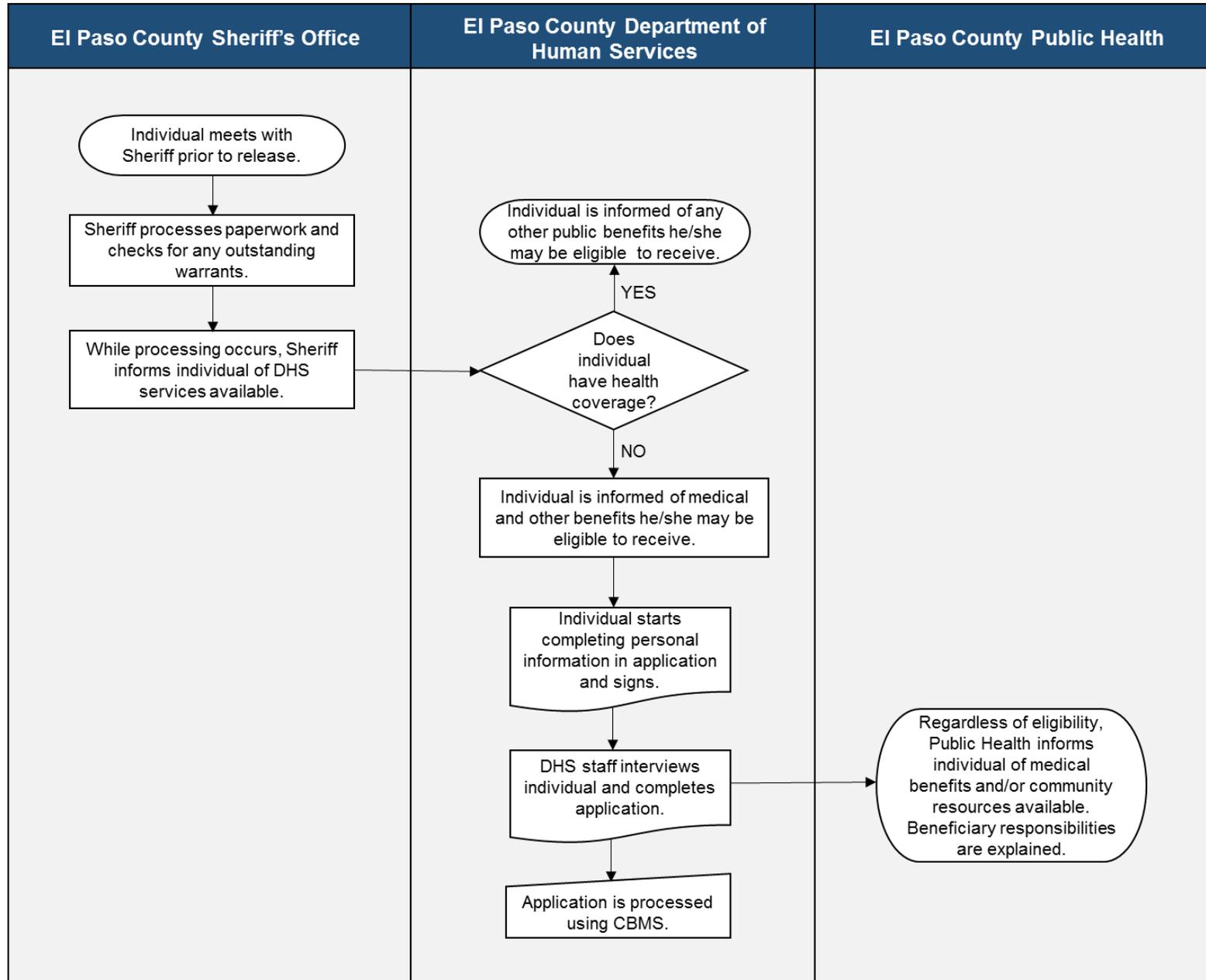
ATTEST:


Chuck Broerman, El Paso County Clerk and Recorder 15-498 A

EL PASO COUNTY PUBLIC HEALTH

By: 
Dan Martindale, Public Health Director

El Paso County Sheriff's Office Collaborative Medicaid Enrollment Workflow



Workflow Details:

El Paso County Sheriff's Office:

- Sheriff completes release protocols and checks for any outstanding warrants.
- As release processing occurs, sheriff will direct inmates to DHS as they must sit and wait for the processing to be completed.

El Paso County Department of Human Services:

- A list of scheduled releases is not given to DHS as most scheduled releases don't occur at the planned date.
- For a small percentage of the population who are trustees (work as cleaning, laundry crew etc.) and who have gone through rigorous clearance, benefits application are filled out early and process upon the inmate's release.
- DHS staff are available on a consistent basis from 6a-5p, Monday through Friday (excluding holidays).
- A goal is to have DHS coverage 24/7.
- There are two DHS staff available during work hours.
- DHS staff are also located outside of the secure area of the jail. Families of inmates and inmates after their release may access DHS.
- As inmates wait for release processing, DHS staff will ask if they have benefits, such as medical and SNAP, and if they would like fill out an application to determine their eligibility.
- Inmates are initiated to complete the first page of the paper application with their personal identification information and sign the application.
- As one inmate starts the application, DHS staff can interview and complete the application for another inmate.
- DHS staff are very familiar with the application and knows which questions to ask to complete the interviews and applications as quickly as possible – the interview process takes a few minutes at most.
- DHS staff input application information into the state CBMS system.
- If there appears to be an issue with identification, such as names matching a social security number, DHS can inquiry on CBMS and check against the jail's data for all aliases inmate has used.
- Most identification issues are due to legibility of inmate's handwriting.
- DHS refers to those they are assisting as clients, not inmates.
- Benefits are confirmed the same day as application completion.

El Paso County Public Health:

- After inmate meets with DHS, they are referred to PH.
- PH explains any benefits that inmate is eligible to receive (medical, SNAP, GED).
- For medical benefits, PH will explain services available, such as: doctors, dentists, prescriptions, eye exams, and mental health.
- PH staff assist inmates with finding a primary care provider by looking at providers who are taking Medicaid and inmate's place of residence.
- It is important to connect inmates with a primary care provider so their complete medical history will be considered when they receive care and to reduce Emergency Room utilization.
- PH can help coordinate the transfer of medical records to appropriate doctor.
- For medical benefits, PH provides explanation of co-pays and cost-sharing requirements.

El Paso County Sheriff's Office Medicaid Workflow Description

Key Points

Logistics:

- Department of Human Services (DHS) and Public Health (PH) Staff are located at intake/release secured area. DHS and PH staff desks are next to one another for efficiency.
- The El Paso County Sheriff's Office (EPSO), DHS, and PH staff have a positive relationship and work together to improve process to have inmates enrolled in benefits and connected to resources.
- Working with individuals in the pre-release environment in a secure area increases chances of reaching inmates since they have to wait, therefore are more willing to listen to DHS and PH staff.
- The jail is a Medicaid Enrollment site.
- DHS and PH have MOUs with EPSO, which contains very flexible language.
- DHS and PH staff have their laptops and paper applications on hand and have access to CBMS.
- Regional Care Collaborative Organization (RCCO) enrollment is high for the inmate population at El Paso, which has been helpful.
- RCCO work has been great for getting Medicaid coverage for individuals who leave jail for more than 24 hours for hospitalization.

Program Highlights:

- No additional cost to taxpayers, as EPSO, DHS and PH were able to implement these activities by redeploying staff, work space, and program expenses from existing funds to conduct this work.
- Contact rate of 88% with all releasing inmates. DHS staff attempted contact with 4,526 inmates in the first 4 months, making successful contact with 3,962 of those releasing during the hours DHS staff were on-site. The low rate of those declining to speak with DHS staff may indicate increased trust among inmates and the service agencies wishing to support their successful transition to the local community.
- Enrolled 40% of eligible inmates (562 people out of 1,390 deemed eligible) into Medicaid during the release process. DHS staff were also able to confirm and/or update the records of 643 active Medicaid clients during their release process.
- Saved approximately \$700,000 in inpatient medical costs normally captured under the medical services contract by enrolling qualified inmates into Medicaid during 24 hour or longer inpatient hospital stays. This savings of \$696,000 encompasses January – December 2015, with an additional \$24,000 still pending Medicaid review and approval.

Intake

Medical Vendor:

- Upon intake, Inmates are asked if they have health insurance but this information is not verified.
- The intake process is not Medicaid relevant.
- Inmate meets with nurse who determines if inmate requires health services for an acute condition. If so, formal intake is refused and inmate isn't taken in until the issue is resolved.
- Jail is not responsible to pay for acute conditions prior to incarceration.
- If chronic conditions are noted, the jail initiates care for inmate at no charge.
- Within 14 days of incarceration, a health assessment is completed per standards of National Commission on Correctional Health Care (EPSO is accredited).

Co-payment of medical services:

- Co-pays to receive medical attention in the jail is \$5 to see an RN/LPN and \$8 to see a medical doctor.
- Mental health services are free.
- Prescription co-pay of \$2 is only a one time initiation fee.
- Jail pays for medical services that address chronic conditions
- If inmate can't pay due to lack of funds debt is accrued. No services are refused for lack of money.

Release

El Paso County Sheriff's Office:

- Sheriff completes release protocols and checks for any outstanding warrants.
- As release processing occurs, sheriff will direct inmates to DHS as they must sit and wait for the processing to be completed.

El Paso County Department of Human Services:

- A list of scheduled releases is not given to DHS as most scheduled releases don't occur at the planned date.
- For a small percentage of the population who are trustees (work as cleaning, laundry crew etc.) an who have gone through rigorous clearance, benefits application are filled out early and process upon the inmate's release.
- DHS staff are available on a consistent basis from 6a-5p, Monday through Friday (excluding holidays).
- A goal is to have DHS coverage 24/7.
- There are two DHS staff available during work hours.
- DHS staff are also located outside of the secure area of the jail. Families of inmates and inmates after their release may access DHS.
- As inmates wait for release processing, DHS staff will ask if they have benefits, such as medical and SNAP, and if they would like fill out an application to determine their eligibility.
- Inmates are initiated to complete the first page of the paper application with their personal identification information and sign the application.
- As one inmate starts the application, DHS staff can interview and complete the application for another inmate.
- DHS staff are very familiar with the application and knows which questions to ask to complete the interviews and applications as quickly as possible – the interview process takes a few minutes at most.
- DHS staff input application information into the state CBMS system.
- If there appears to be an issue with identification, such as names matching a social security number, DHS can inquiry on CBMS and check against the jail's data for all aliases inmate has used.
- Most identification issues are due to legibility of inmate's handwriting.
- DHS refers to those they are assisting as clients, not inmates.
- Benefits are confirmed the same day as application completion.

El Paso County Public Health:

- After inmate meets with DHS, they are referred to PH.
- PH explains any benefits that inmate is eligible to receive (medical, SNAP, GED).

- For medical benefits, PH will explain services available, such as: doctors, dentists, prescriptions, eye exams, and mental health.
- PH staff assist inmates with finding a primary care provider by looking at providers who are taking Medicaid and inmate's place of residence.
- It is important to connect inmates with a primary care provider so their complete medical history will be considered when they receive care and to reduce Emergency Room utilization.
- PH can help coordinate the transfer of medical records to appropriate doctor.
- For medical benefits, PH provides explanation of co-pays and cost-sharing requirements.

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El Paso County Jail Background

- Jail capacity is 1,725 inmates and the daily average population amount is about 1,600.
- Population consist of both pre- and post- trial inmates.
- The average stay is between 20 and 30 days, but outliers can skew number.
- There is an inmate that has been at the jail for four years due to high profile of the case.
- Technically, an inmate should not be at the jail for more than two years.

Attachment Three:

Flow Chart – 24 Hours or More Hospitalizations of County Jail Inmates

