

AGREEMENT
Between the
COUNTY OF PLUMAS
and
COUNTY OF EL DORADO

THIS AGREEMENT is made and entered into by and between COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter referred to as “LOCAL GOVERNMENTAL AGENCY (LGA)” and the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as “HOST ENTITY.”

WITNESSETH:

WHEREAS, LGA desires to extend health services to local residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM), by contracting with HOST ENTITY; and

WHEREAS, LGA is prepared to provide health services to its local residents under the terms and conditions set forth in this AGREEMENT and Exhibit A concerning County-Based Medi-Cal Administrative Activities (CMAA) or Targeted Case Management (TCM) which is part of this AGREEMENT; and

WHEREAS, LGA desires to extend School-based health services to local education agencies, through the provisions of School-Based Medi-Cal Administrative Activities (SMAA) by contracting with HOST ENTITY as an addendum or amendment to this contract as it applies; and

WHEREAS, LGA is prepared to provide school-based health services to its local education agencies under the terms and conditions set forth in this AGREEMENT as an addendum or amendment to this agreement as it applies; and

WHEREAS, HOST ENTITY was selected by LGA Consortium to collect and disburse LGA participation fees; and

WHEREAS, the Plumas County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

WHEREAS, the authorizing entity of LGA has authorized entering into this AGREEMENT;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- I. HOST ENTITY, Responsibilities: HOST ENTITY shall perform duties listed in attached Exhibit A.
- II. LGA Responsibilities: LGA shall perform duties listed in attached Exhibit A concerning County Based MAA and/or TCM.
- III. HOST ENTITY is the “Administrative Hub” for the purpose of performing the requirements of the SMAA LGA program as applicable to the LGA, as described in the terms of this Agreement. In return for this administrative hub responsibility, HOST ENTITY will receive a total annual compensation in accordance with the Consortium’s Bylaws, to be paid from the MAA/TCM trust fund.
- IV. HOST ENTITY is the “host entity” only for the purposes of collecting and disbursing funds for the Medi-Cal Administrative Activities (MAA) and Targeted Case Management

- (TCM) trust fund, as described in the terms of this Agreement. In return for this host entity responsibility, HOST ENTITY will receive a total annual compensation in accordance with the Consortium's Bylaws, to be paid from the MAA/TCM trust fund.
- V. With the exception of Plumas County claims, HOST ENTITY will not be responsible for producing claims, amending data or providing other materials related to LGA, as required by the State, to process LGA County-based MAA (CMAA), School-based MAA (SMAA), Mental Health MAA (MHMAA) or TCM claims. Additionally, HOST ENTITY will not be financially responsible for paying any participation fee or other costs for any LGA which has failed to pay the total amount of its fee in a timely manner.
- VI. With the exception of audit exceptions arising from Plumas County claims, HOST ENTITY will not be financially responsible for any audit exceptions. HOST ENTITY will comply with all applicable laws and regulations governing the use of MAA and TCM trust funds and public funds, generally, in the collection and disbursement of funds for the MAA and TCM trust fund pursuant to the terms of this Agreement
- VII. Insurance and Indemnification: Each of the parties of this Agreement is an entity which is self-insured and/or carries liability insurance. Each party will provide liability coverage for its negligent or intentionally wrongful acts and/or omissions in the performance of its duties under this Agreement. The parties hereto shall indemnify, defend and hold one another, their officers, agents and employees harmless from and against any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising out of each parties' respective performance of this Agreement, but only in proportion to and to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.
- VIII. Termination: LGA may give notice of its intent to terminate this Agreement, and accordingly its membership in the LGA Consortium, at any time. Following the effective date of LGA's termination, the LGA will not participate in any further LGA Consortium activities. The effective date of termination is concurrent with the LGA's final MAA and/or TCM payments. Participation fees will continue to be calculated and payable to the Host Entity for all reimbursements received by LGA after LGA's notice of intent to terminate. LGAs receiving MAA and/or TCM payments which fail to pay the calculated participation fees will be in breach of this Agreement.
- IX. Effective Date of AGREEMENT: This AGREEMENT will be effective upon Execution by HOST ENTITY and LGA for the period beginning July 1, 2014 through June 30, 2016
- X. Contract Administrator: The LGA officer or employee with responsibility for administering this agreement is Lori Walker, Chief Fiscal Officer, Health and Human Services Agency, or successor.
- XI. Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to LGA shall be addressed as follows:
- | | |
|-----------------------------------|--------------------------------|
| County of Plumas: | County of El Dorado: |
| Public Health Agency | Health & Human Services Agency |
| 270 County Hospital Rd, Suite 206 | 3057 Briw Road, Suite A |
| Quincy, California 95971 | Placerville, California 95667 |

Attn: Les Hall, Management Analyst

Attn: Yasmin Hichborn, Dept.
Analyst

Extent of Contractual Documents: This AGREEMENT shall consist of this basic document, Exhibit A, "Agreement Concerning Medi-Cal Administrative Activities/Targeted Case Management" and Exhibit B, "Payment and Fee Schedule", attached hereto and incorporated into this AGREEMENT. Applicable for SMAA participation, Exhibit C "Addendum For LGAs with SMAA Program", Exhibit D "SMAA Fee Structure", Appendix A "PCG License Agreement, and Appendix B "Fairbanks Coding Services Agreement", attached hereto and incorporated into this AGREEMENT.

"HOST ENTITY"
Duly Authorized

"LGA"
Duly Authorized

COUNTY OF PLUMAS

EL DORADO COUNTY

By _____
Mimi Hall, Director
Public Health Agency
270 County Hospital Road, Suite 206
Quincy, California 95971

By _____
Terri Daly, Purchasing Agent
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

DEFINITIONS

1. Local Government Agency (LGA) – A local public health office or county agency in a county or chartered city that oversees the MAA and TCM programs.
2. LGA Consortium – A collaboration of LGA MAA/TCM Coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the MAA and TCM Programs.
3. Executive Committee – A team of elected members of the LGA Consortium who meet regularly and are responsible for the executive management of the LGA Consortium. Duties include, but are not limited to, the review of fiscal revenue and expenditure reports; the approval of the annual budget; and the approval of payments by the LGA Consortium.
4. Membership – All California county and/or chartered city Coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of participation fees.
5. HOST ENTITY - The local governmental agency designated by all local governmental agencies participating in the MAA/TCM program, to be the administrative and fiscal intermediary between the department and all participating local governmental agencies.
6. Participation Fee – Payment to the LGA Consortium for the Consortium’s MAA/TCM administrative costs and the costs of the California State Department of Health Care Services (DHCS). Payment amounts will be determined based on percentage of revenue received by each program in which the LGA participates. The rate will be incremental over the two-year period of the current contract and it will be reviewed and reassessed annually, thereafter. Participations fees are due until final MAA and/or TCM payments. Local Government Agency’s participation fee shall in no case exceed Fifty Thousand Dollars (\$50,000.00) for the term of the Agreement.
7. Termination – To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final MAA and/or TCM payments. All fees are due and payable during this time.

EXHIBIT A: Scope of Work

AGREEMENT CONCERNING MEDI-CAL ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT

HOST ENTITY will:

1. Prepare and transmit Host Entity/LGA AGREEMENT and Participation Fee invoice to the LGA in the amount identified pursuant to Exhibit B, due and payable no later than October 31, 2014 for the fiscal year 2014/2015 and October 31, 2015 for fiscal year 2015/2016.
2. Maintain Medi-Cal Administrative Activities (MAA) Targeted Case Management (TCM) Trust Fund solely for the purpose of maintaining and accounting for funds received from LGA participation fees.
3. Enter into a separate agreement with the State Department of Health Care Services to coordinate administration of the MAA/TCM programs on behalf of the LGAs.
4. Pay the California State Department of Health Care Services (DHCS) for FY 2014/2015 and FY 2015/2016 MAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the LGA Consortium, within sixty (60) days of Executive Committee Approval of the State's invoices for reimbursement of documented costs incurred by DHCS.
5. Pay the MAA/TCM LGA consultant of FY 2014/2015 and 2015/2016 costs pursuant to the contract between LGA consultant and HOST ENTITY and as agreed to by LGA Consortium, within twenty-one (21) days of Executive Committee approval of invoices submitted by the MAA/TCM LGA Consultant.
6. Manage and oversee all procurement activities on behalf of the Consortium, including consulting services, School-based MAA (SMAA) vendors, etc.
7. Provide to Executive Committee for review quarterly revenue and expenditure reports.
8. Develop and Submit to Executive Committee an annual budget, including information about all fees assessed and received. Annual budget will be provided to the LGA Consortium for review.
9. Pay all expenses incurred by HOST ENTITY, including costs related to coordinating the Annual MAA/TCM Conference.

10. Carry out other duties and responsibilities as defined and delineated in the LGA Consortium by-laws.

LGA will:

1. Pay MAA/TCM Participation Fee to HOST ENTITY by October 31, 2014 for FY 2014/2015 or immediately upon receipt of invoice, whichever is later.
2. Pay MAA/TCM Participation Fee to HOST ENTITY by October 31, 2015 for FY 2015/2016 or immediately upon receipt of invoice, whichever is later.
3. Assume fiscal responsibility for all MAA/TCM claims of LGA, including any audit exceptions.
4. Assume responsibility for producing claims, amending data or providing other materials necessary to process LGA MAA or TCM claim.
5. Carry out other duties and responsibilities as defined and delineated in the LGA Consortium by-laws.

EXHIBIT B: Payment and Fee Structure

1. Initial Membership Fee: The LGA will pay \$500 to join or reinstate membership into the LGA Consortium. This initial membership fee will only cover LGA Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the LGA Consortium Executive Committee.

2. Ongoing Participation Fee :

Fees will be determined based on percentage of revenue received by each program in which the LGA participates. The rate will be as follows for 2014-2015, and projected for 2015-2016. The participation fee will be reviewed and reassessed every year thereafter, subject to the actual DHCS expenses invoiced to the LGA consortium.

Fiscal Year 2014-2015

- a. Each LGA will be assessed
 - i. 1.5% of its County based Medi-Cal Administrative Activities (CMAA) payments issued by DHCS during July 1 – June 30 of the prior fiscal year plus
 - ii. 1.5 % of it School Based Medi-Cal Administrative Activities (SMAA) payments issued by DHCS during July 1 – June 30 of the prior fiscal year plus
 - iii. 1.5 % of its Targeted Case Management (TCM) payments issued by DHCS during July 1 – June 30 of the prior fiscal year plus
 - iv. .75% of its Mental Health Medi-Cal Administrative Activities (MHMAA) payments

Fiscal Year 2015-2016 (percentages may be revised based on DHCS costs)

- b. Each LGA will be assessed
 - i. 1.75% of its County based Medi-Cal Administrative Activities (CMAA) payments issued by DHCS during July 1 – June 30 of the prior fiscal year plus
 - ii. 1.75 % of it School Based Medi-Cal Administrative Activities (SMAA) payments issued by DHCS during July 1 – June 30 of the prior fiscal year plus
 - iii. 1.75 % of its Targeted Case Management (TCM) payments issued by DHCS during July 1 – June 30 of the prior fiscal year plus
 - iv. .88% of its Mental Health Medi-Cal Administrative Activities (MHMAA) payments
3. The payments will be calculated by the HOST ENTITY and further reviewed by the LGA Executive Committee and LGA Consultant based on figures provided by DHCS accounts payable.

4. There will be no offsets to the participation fee. Participation fees will not change because of any adverse reimbursement impacts suffered by an LGA due to any audit exemptions.
5. LGAs are responsible for payment of fees for every year in which MAA/TCM revenue is claimed and/or received (refer to Termination Clause).

EXHIBIT C: Scope of Work
ADDENDUM FOR LGAs WITH SCHOOL BASED MEDICAL ADMINISTRATIVE
ACTIVITIES PROGRAM

AGREEMENT CONCERNING SCHOOL-BASED MEDICAL ADMINISTRATIVE
ACTIVITIES

HOST ENTITY will participate in:

- Training regarding RMTS
 - Ensure claiming unit has participated in required RMTS training;
 - Review of RMTS compliance rate; ensure each claiming unit meets the minimum 85% compliance level requirement;
 - Ensure claiming unit coordinator understands how critical response rate is per claiming unit and that the claiming unit is aware of non-compliance consequences.
- Roster Updates
 - Receive electronic updated roster from claiming unit;
 - Review updated roster to validate TSPs are accurately placed in the correct cost pools;
 - Ensure that the individual claiming unit rosters are uploaded quarterly into a database with all other participating claiming units.
- Time Study Tasks
 - Randomly select TSPs from the Participant Universe of eligible participants and assign each TSP to an individual moment from the pool of eligible moments to establish a Master Moments list;
 - Maintain confidentiality of Master Moment List;
 - Notify selected TSPs no sooner than five student attendance days prior to their selected moment and on the day of the moment;
 - Review TSP responses to the random moment questions and assign MAA codes;
 - Pose clarifying questions to TSPs if necessary for the determination of the appropriate time study code;
 - Quality check coded time study data;
 - Follow up with participants who submitted incomplete samples;
 - Review all data and prepare it for the claim.
- Financial Tasks
 - Conduct financial training with claiming units, as needed;
 - Maintain all source documentation;
 - If necessary, resubmit to contact for revisions;
 - Receive completed CPE forms from district and submit to DHCS.
 - Contract directly with Software Solution Provider (SSP) and Coding Vendor to implement the RMTS program on behalf of the SMAA Collaborative.
- Miscellaneous Tasks
 - Participate in LEC/LGA and DHCS Advisory Committee meetings;

- Answer general questions from claiming units throughout the quarter;
- Submit quarterly MAA claims on behalf of the SMAA Collaborative members to DHCS;
- Conduct quality RMTS Program assurance reviews, as needed;
- Serve as liaison between claiming units and DHCS.

LGA will:

Each claiming unit participating in the MAA program must take appropriate oversight and monitoring actions that will ensure compliance with MAA program requirements.

Actions must be taken to ensure, at a minimum, that:

- The time study is performed according to DHCS guidelines and requirements;
- The time study responses are completed in the required timeline;
- The financial data submitted is true and correct;
- RMTS participant training requirements are met;
- Appropriate documentation is maintained to support the time study and the claim.

Roster Updates

- Prepare and submit updated electronic rosters and email to LEC/LGA as required. Failure to provide this information in the time frame allowed will result in the claiming unit not being able to participate for that quarter.

Financial Tasks

- Prepare financial information for the MAA claim;
- Prepare Certification of Public Expenditure (CPE) form and send to financial contact for submission;
- Collect annual indirect cost rate (ICR) from the CDE;
- Obtain Medi-Cal Percentage (MP) (Semiannually).

LGA shall comply with the PCG License Agreement for PCG's proprietary software in accordance with the license agreement attached hereto as Appendix A and incorporated herein by reference.

Required Personnel

Each claiming unit must designate a claiming unit employee as the claiming unit's coordinator or MAA program contact. This single individual is designated within the claiming unit to provide oversight for the implementation of the time study and to ensure that policy decisions are implemented appropriately. The claiming unit coordinator cannot be affiliated with or employed by a consultant/consulting firm or vendor.

**INCLUDED WITH ADDENDUM OR AMENDMENT:
EXHIBIT D: SMAA FEE STRUCTURE FOR RMTS AND CODING SERVICES**

1. RMTS SOFTWARE FEE: The RMTS software is contracted with PCG for FY14/15 beginning July 1, 2014 to June 30, 2015 in the total amount not to exceed \$223,958 or \$8.50 per participant as long as the quarterly count of participants is 5,000+ per quarter or \$10.50 if is below 5,000 per quarter. PCG will send an invoice to the administrative hub for payment on a quarterly basis after LGA has received payments on the quarterly claims from DHCS as long as it is done on a timely manner. Payments to PCG for services are due 30 days from invoice date. Pricing is based on approved methodology, including 2 Cost pools and will conduct one RMTS per quarter.

Each LGA will be assessed a fee as calculated on Exhibit D.

The RMTS Software services pricing is inclusive of all related project costs including but not limited to travel and training, system design, and implementation, incidental expenses, overhead costs, and status meetings. Fees include:

1. All system hosting and maintenance fee – PCG will configure the RMTS system to meet DHCS /CMS requirement
2. Advanced reporting module to create ad-hoc reports – All existing reports in the RMTS are included in the pricing. All required reports by DHCS are included in system fees. In the event the County requests additional reports, development rate of \$150/hour will apply.
3. Periodic system enhancements and features such as dashboard reporting and unique participant email log in link
4. Help desk support (email and toll free phone) to LGA, LEA SMAA coordinators and participants
5. Year 1 training
 - a. Implementation training (8 days onsite)
 - i. LGA/Host County
 - ii. LEA SMAA coordinator
 - iii. Coder Training
 - iv. Webinar
6. Trainings conducted by webinar will be recorded and provided electronically for later playback. Link to trainings will be added to system dashboard. In addition, LGAs can post link to other location.
7. Additional onsite trainings can be provided at \$2,000/day.

APPENDIX A PCG RMTS LICENSE AGREEMENT

APPENDIX B FAIRBANKS CODING SERVICES AGREEMENT

Fairbanks will provide the full scope of Centralized Coder Services in accordance with agreed pricing. The services that are included in the fee are:

- Contractor shall employ a minimum of three (3) professional staff for the contract.

- Central coding staff shall be required to attend annual training provided by DHCS
- All coding shall be consistent with the California SMAA manual and implementation Plan and adhere to all State approved activity codes.
- The RMTS administrator shall send a monthly report of all coding discrepancies to the Count identifying the LEA, the claiming unit and the participant name as well as the specific coded moment.
- Contractor shall submit a monthly report of the number of moments coded per LEA.
- Contractor shall submit a monthly labor report per coder detailing increments of their time.
- The RMTS system shall randomly select, at a minimum, 10% of all coded moments each quarter or quality assurance code review by the LGA.
- Contractor shall develop and submit to the County, a written Quality Assurance (QA) Plan thirty days after contract execution and thirty days after each annual contract renewal date thereafter.

Annual Centralized coder fee: \$41, 240.00

Quarterly Centralized coder fee: \$10,312

The Fairbanks fee is deducted by the LGA from the quarterly remittances of SMAA reimbursement to LEAs and therefore is paid after Federal funds have been received as long as the MAA invoices are processed and submitted to DHCS by LGA on a timely manner.