

ORIGINAL

036-S1810

**AGREEMENT FOR RECOVERY OF ADMINISTRATIVE COSTS
FOR IMPLEMENTATION AND RECOVERY OF GROUND EMERGENCY
MEDICAL TRANSPORTATION PAYMENTS**

This agreement is made and entered into on this ____ day of _____ 20__ between the Sacramento Metropolitan Fire District, ("Metro Fire") a political subdivision of the State of California and, _____ County of El Dorado _____, ("GEMT Transporter").

WHEREAS, the State Department of Health Care Services ("State") has developed and is administering the Medi-Cal Ground Emergency Transportation Supplemental Reimbursement Program pursuant to the California Welfare and Institutions Code Section 14105.94 ("State Code") and State Plan Amendments ("SPA") 09-024; and,

WHEREAS, the State has entered into an agreement with Metro Fire for administrative services related to the Medi-Cal Ground Emergency Transportation Supplemental Reimbursement Program pursuant to the State Code and SPA 09-024 ("State Agreement"), which is attached hereto as Exhibit A, and is incorporated as if set forth fully herein; and,

WHEREAS under the State Code an eligible provider of ground emergency medical transportation services may be entitled to supplemental Medi-Cal reimbursement as set forth in those provisions; and,

WHEREAS an eligible provider as described in the State Code is required to enter into an agreement to reimburse the State for implementing and administering the Supplemental Reimbursement Program as a condition of receiving supplemental reimbursement pursuant to the State Code; and,

WHEREAS pursuant to the State Agreement, Metro Fire has been designated by the State to recover the administrative and implementation costs required to be paid by eligible providers under the State Code; and,

WHEREAS Metro Fire will incur administrative and other costs in connection with billing GEMT Transporter for costs, and has assumed the risk of payment, or non-payment of the costs from GEMT Transporter;

NOW therefore, the Parties enter into this Agreement for the purpose of setting forth the manner and terms for payment of administrative costs by the eligible GEMT providers to Metro Fire, under the following terms and conditions.

I. PARTIES

Metro Fire is a designated agency for the collection of costs related to the GEMT Supplemental Medi-Cal Reimbursement Program. GEMT Transporter is an eligible provider of GEMT services as described in the State Code.

II. TERMS

This Agreement shall be effective and commence as of July 1, 2017 and shall end on June 30, 2020. However, GEMT transporter acknowledges and agrees that cost reports submitted by GEMT Transporters are subject to audit by the State of California for a period of thirty-six (36) months from the date of submission of the reports by the GEMT Transporter to the State of California. GEMT Transporter's responsibility for administrative costs incurred by the State associated with GEMT Transport cost reports and/or the State's audit of those cost reports, as set forth in Section V of this Agreement, shall survive the termination of this Agreement whether termination is by its term, GEMT Transporter termination, or Metro Fire termination.

III. RATIFICATION

Where there has been a need for Metro Fire to provide services essential to the GEMT program in the State of California and where such services have been provided prior to the date of execution of this Agreement, both Parties agree that the calculation, and payment, of services under this Agreement shall begin on July 1, 2017.

IV. SCOPE OF SERVICES AND RESPONSIBILITIES

Metro Fire will provide the following services:

- A. Advance of GEMT administration costs to the State as provided by SPA 09-024 on behalf of the GEMT Transporter.
- B. Assistance to the State GEMT program on behalf of the GEMT Transporters including:
 - a. Cost Report development
 - b. Information resource to the State and Federal governments
 - c. Program development to expand the scope of eligible costs
- C. Assistance to the GEMT Transporter including:
 - a. General (offsite) program assistance
 - b. Ombudsman services when needed
 - c. Advocate for reimbursements
 - d. Government relations

The GEMT Transporter will provide the following services:

- A. Accurate reports of transports eligible under the GEMT program
- B. Accurate record keeping and retention of records for a period of not less than seven (7) years

C. Provide all records upon request for audit purposes

V. PAYMENT TERMS

GEMT Transporter agrees to pay Metro Fire the transporter's share of the State administrative costs as defined in the State Code. The GEMT transporter share will be based upon the administrative costs per fee for service Medi-Cal transport, multiplied by the GEMT Transporter's number of fee for service Medi-Cal transports for each reporting period. The administrative costs per fee for service Medi-Cal transport will be determined by the State of California based on the total administrative costs of the State in administering the GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES SUPPLEMENTAL REIMBURSEMENT PROGRAM divided by the total number of fee for service Medi-Cal transports statewide by all participating transporter agencies for each reporting period. In addition, the GEMT transporter will compensate Metro Fire one percent (1%) of the GEMT transporter's gross State Supplemental Reimbursement of GEMT services under the State Code for each reporting period for Metro Fire's program services, administrative services, expansion of program for future reimbursements, contracting services, other expenses, cost of advancing funds for the State, and the risk of non-payment from GEMT Transporters.

A. Metro Fire will notify, via email, the amount due under Section V. of this Agreement by the GEMT Transporter once the amount is determined.

B. All amounts due under this Agreement will be paid to Metro Fire no later than 30 days after the first notification is sent to the GEMT Transporter via one of the following methods: ACH/EFT, warrant from Invoice, or Credit Card

C. Non-payment by the GEMT Transporter constitutes a breach of this Agreement and, if not cured, will result in a termination of this Agreement pursuant to Section XII below.

1. A breach of this Agreement may be cured by the successful completion of the payment transaction to Metro Fire by GEMT Transporter within 30 days' notice by Metro Fire.

2. The State will not provide GEMT supplemental reimbursements to the GEMT Transporter without a valid Agreement for Recovery of Administrative Costs for Implementation and Recovery of GEMT Payments with Metro Fire.

VI. REIMBURSEMENT COSTS ACKNOWLEDGMENT

The GEMT Transporter acknowledges and agrees that the compensation paid to Metro Fire pursuant to this Agreement is intended to cover the costs for administering the supplemental reimbursement program under Section 14105.94(d) of the State Code. The compensation payable to Metro Fire is approved by the State, pursuant to the State Agreement attached as Exhibit A. The GEMT Transporter hereby agrees to waive any claim, action, or challenge to the payment method for the collection of costs under Section 14105.94(d) of the State Code, in the manner set forth in this Agreement.

VII. DISPUTE RESOLUTION

In the event of a dispute between the Parties as to the terms of this Agreement or as to any issue arising under this Agreement, the Parties agree to meet and negotiate in good faith to resolve such dispute. This shall not limit the Parties' right to pursue any available remedies at law or in equity.

VIII. MUTUAL INDEMNIFICATION

It is agreed that the GEMT Transporter shall defend, hold harmless and indemnify Metro Fire, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the GEMT Transporter and its officers, employees or agents. It is further agreed that Metro Fire shall defend, hold harmless and indemnify the GEMT Transporter and its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of Metro Fire, its officers, employees, or agents.

IX. SEVERABILITY

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the Parties to this Agreement shall either amend this Agreement pursuant to Section X. Or it shall be terminated.

X. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both Parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

XI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XII. TERMINATION

Either of the Parties may terminate this Agreement upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. GEMT Transporter's responsibility for administrative costs incurred by the State associated with transporter costs reports and/or the State's audit of those costs shall survive the termination of the Agreement.

XIII. PRIOR AGREEMENTS

This Agreement constitutes the entire Agreement between Metro Fire and GEMT Transporter regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between Metro Fire and GEMT Transporter regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XIV. INTEGRATION CLAUSE

This Agreement and any exhibits attached hereto shall constitute the entire Agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to this Agreement.

XV. CONTROLLING LAW

The validity of this Agreement and its terms or provisions, as well as the rights and duties of the Parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

SACRAMENTO METROPOLITAN FIRE DISTRICT

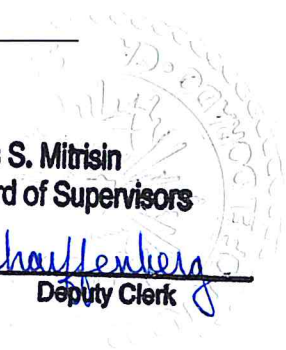
Signature: _____
Amanda Thomas, Chief Financial Officer Date _____

GEMT Transporter

Signature: _____
Name: Shiva Frentzen
Title: Chair, Board of Supervisors
County of El Dorado Date _____

ATTEST: James S. Mitrissin
Clerk of the Board of Supervisors

By Myra Schallenberg
Deputy Clerk



ADDENDUM TO AGREEMENT 036-S1810

ADMINISTRATOR: The County Officer or employee responsible for administering this Agreement is Richard Todd, Emergency Medical Services Agency Administrator, Health and Human Services Agency, or successor.

AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR ADMINISTRATIVE SERVICES RELATED TO MEDI-CAL GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES SUPPLEMENTAL REIMBURSEMENT PROGRAM

1. Parties.

The parties to this Agreement are the Sacramento Metropolitan Fire District (SMFD), in its capacity as the host entity, and the California Department of Health Care Services (DHCS).

As authorized by California Welfare and Institutions Code section 14105.94, SMFD acts as the administrative agency for the Medi-Cal Ground Emergency Medical Transportation Services (GEMT) Supplemental Reimbursement Program on behalf of all publicly owned and operated GEMT providers in California participating in the program.

DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal) pursuant to California Welfare and Institutions Code section 14100.1.

2. Term of the Agreement.

Subject to the provisions of this Agreement, the term of this Agreement shall be from July 1, 2017, through and including, June 30, 2020.

3. Maximum Payable Amount.

In full consideration of DHCS' performance of the services described in Schedule A and the conditions in Section 6., the amount that SMFD shall be obligated to pay for services rendered for the term of this Agreement shall not exceed \$700,000 each State Fiscal Year (SFY) beginning SFY 2017-18. The State Fiscal Year begins on July 1st each year and ends on June 30th.

The maximum payable amount shall be further subject to annual limits not to exceed:

\$700,000 - for July 1st, 2017, through and including June 30th, 2018.

\$700,000 - for July 1st, 2018, through and including June 30th, 2019.

\$700,000 - for July 1st, 2019, through and including June 30th, 2020.

4. Purpose of the Agreement.

The purpose of this Agreement is for DHCS to perform the administrative services related to administering the GEMT supplemental reimbursement program as described in Schedule A, attached hereto and incorporated by reference herein. Further, the purpose of this agreement is to designate SMFD as the host entity that will collect administrative costs, as defined in Welfare and Institutions Code section 14105.94, subdivision (d), pursuant to written contracts between SMFD and eligible providers. The eligible providers are required to enter into written contracts by the Provider Participation Agreement, which are entered into between the eligible providers and DHCS. The Provider Participation

Agreement between the eligible providers and DHCS requires the eligible providers to satisfy their responsibilities for reimbursing DHCS for its administrative costs by conditioning their participation in the supplemental payment program and their receipt of such supplemental funds upon entering into the written reimbursement contracts between SMFD and the eligible providers for the payment of DHCS' administrative costs, the subject of this Agreement. It is understood by both SMFD and DHCS that payments set forth under this Agreement are for the purpose of reimbursing DHCS for all direct and indirect expenses related to performing these activities.

5. Contact Persons.

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed:

In the case of SMFD, to:

GEMT Coordinator
Sacramento Metropolitan Fire District
Attn: Chief Financial Officer
10545 Armstrong Avenue, Suite 200
Mather, CA 95655

Or to such person or address as SMFD may, from time to time, furnish in writing to DHCS.

In the case of DHCS, to:

California Department of Health Care Services
Safety Net Financing Division
Attn: Shiela Mendiola, Medi-Cal Supplemental Payment Section
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing to SMFD.

6. Payment Terms and Invoicing.

- A. SMFD shall compensate DHCS for services listed in Schedule A, as authorized by Section 7 of this agreement, within forty-five (45) days of receipt of an invoice from DHCS, which specifies both the total federally claimable administrative cost and the nonfederal share of the total cost.
- B. Failure by SMFD to timely compensate DHCS pursuant to paragraph A shall constitute a material breach of this Agreement by SMFD, which at DHCS' discretion, may result in termination by DHCS pursuant to Section 9. SMFD may cure such breach by rendering payment of the amount owed to DHCS prior to the termination of this Agreement pursuant to Section 9, at which point such notice of termination shall be automatically rescinded.

- C. In no event shall payment be made by SMFD for any invoice or portion thereof exceeding the Agreement amount specified in Section 3. Payment for any services rendered by DHCS exceeding the Agreement amount shall require an amendment to this Agreement pursuant to Section 8. Services rendered by DHCS shall cease until an amendment is executed.
- D. DHCS shall submit annual invoices to SMFD no sooner than forty-five (45) days following the close of each SFY. DHCS' invoice shall include the supplemental form identifying the following summarized categories of costs for the period billed: salary, benefits, operating expenses, and total costs.
- E. SMFD shall not be obligated to pay DHCS for the administrative services covered by any invoice if DHCS presents the invoice to SMFD more than one (1) year after this Agreement terminates.
- F. Payments shall be sent to DHCS at the following address:

California Department of Health Care Services
Safety Net Financing Division
Attn: Medi-Cal Supplemental Payment Section
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

7. Scope of Work.

In consideration of the payments hereinafter set forth, DHCS shall perform the activities related to administering the GEMT supplemental reimbursement program as described in Schedule A, attached hereto and incorporated by reference herein. It is understood by both SMFD and DHCS that payments set forth under this Agreement are for the purpose of reimbursing DHCS for all direct and indirect expenses related to performing these activities. Should the scope of work or services to be performed under this Agreement conflict with DHCS' responsibilities as the single agency for Medicaid in California (Medi-Cal), the single state agency responsibilities shall take precedence. DHCS' cessation of any activities due to single state agency responsibilities does not relinquish the obligation of SFMD to reimburse DHCS for administrative costs actually incurred by DHCS.

8. Amendments.

Amendments to this Agreement shall be made only by a written agreement signed by the parties to this Agreement, and if required by State law, by approval of the California Department of General Services. Notwithstanding the previous sentence, updates on who will serve as the contact person identified in Section 5 may be transmitted by email to the other contact person or persons. In conformance with state law requiring SMFD to pay the State for the nonfederal share of its federally reimbursable administrative costs in administering the GEMT supplemental reimbursement program, by entering into this Agreement, SMFD acknowledges and accepts that this Agreement shall be automatically amended to reflect updates to the State's administrative costs.

9. Termination.

This Agreement may be terminated by any party upon written notice given at least thirty (30) calendar days prior to the termination date. Notice shall be addressed to the respective parties as identified in Section 5 of this Agreement. SMFD shall be obligated to pay for all of the administrative costs incurred from the services duly performed by DHCS until the termination date.

The terms of Section 6 (Payment Terms and Invoicing), the last sentence of Section 9 (termination), Section 10A (Indemnification), and Section 10C (Records) shall survive the termination of this Agreement.

10. General Provisions.

A. Indemnification. It is agreed that SMFD shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims, liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of SMFD, its officers, employees, or agents.

B. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Section 8, or it shall be terminated.

C. Records.

1) Upon written notice, DHCS agrees to provide to SMFD, or any federal or State department having monitoring or reviewing authority, access to and the right to examine and audit its applicable records and documents for compliance with relevant federal and State statutes, rules and regulations, and this Agreement.

2) DHCS shall maintain and preserve all records relating to this Agreement for a period of three (3) years from receipt of the last payment of federal financial participation (FFP) or until audit findings are resolved, whichever is greater.

D. Compliance with Applicable Laws. All services to be performed by DHCS pursuant to this Agreement shall be performed in accordance with all applicable federal and State laws, including, but not limited to:


- 1) The Americans with Disabilities Act of 1990, as amended;
- 2) Section 504 of the Rehabilitation Act of 1973, as amended;
- 3) Title 42, United States Code (U.S.C.) § 1396 et seq.;
- 4) Welfare and Institutions Code (W&I), § 14000 et seq.;

- 5) Government Code § 53060;
 - 6) The California Medicaid State Plan;
 - 7) Laws and regulations including, but not limited to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination.
- E. Controlling law. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.
- F. Integration Clause. Notwithstanding the GEMT supplemental reimbursement program Provider Participation Agreement in Section G. listed below and the DHCS Form 6208 signed by SMFD, this Agreement and any exhibits attached hereto shall constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.
- G. Provider Participation Agreement. This Agreement does not alter, amend, or override any of the eligible provider's obligations and SMFD's obligations contained in the Provider Participation Agreement. The Provider Participation Agreement is an agreement between DHCS and each of the eligible providers, including SMFD in its capacity as an eligible provider. The Provider Participation Agreement provides the terms and conditions for the eligible providers to participate in the supplemental payment program. Such terms and conditions include, but are not limited to, (i) the requirement that the eligible providers reimburse SMFD for their share of the administrative costs incurred by DHCS in administering the supplemental payment program authorized in section 14105.94, subdivision (d), and (ii) the term that DHCS shall immediately and automatically without prior notice cease making supplemental payments and initiate a recovery effort against an eligible provider that fails to pay its administrative costs pursuant to the terms of the Provider Participation Agreement.
- H. Periodic Assessment. Pursuant to 14105.94, subdivision (d), SMFD enters into this Agreement in order to implement the GEMT supplemental reimbursement program under which its eligible facilities may participate and for which SMFD will pay for the nonfederal share of all federally reimbursable administrative costs incurred by DHCS performing activities described in Section 7. SMFD agrees that DHCS may conduct a periodic assessment, as determined by DHCS, of such costs incurred by DHCS to determine compliance with Welfare and Institutions Code section 14105.94, subdivision (d), and further agrees that all invoicing as described in Section 6 and any other relevant documentation will be accordingly updated to ensure compliance with Welfare and Institutions Code section 14105.94, subdivision (d).
- I. Conformance Clause. This Agreement is entered in accordance with Welfare and Institutions Code section 14105.94, subdivision (d). Any provision of this Agreement in conflict with the present or future governing authorities of the Welfare and Institutions Code or other applicable state law or federal law and rules, including but not limited to, Title XIX of the Social Security Act, California's Medicaid State Plan, implementation directives promulgated by DHCS, and implementation directives promulgated by the Centers for Medicare & Medicaid


Services, is hereby amended to conform to those authorities. Such amended provisions supersede any conflicting provision in this Agreement.

The persons signing this Agreement on behalf of SMFD and DHCS, as applicable, represent and warrant that he or she is an individual duly authorized and having authority to sign on behalf of, and approve for, SMFD or DHCS, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of SMFD or DHCS, as applicable.

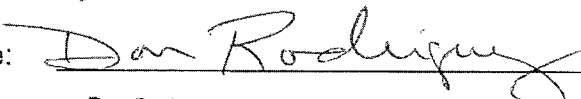
SACRAMENTO METROPOLITAN FIRE DISTRICT

Signature: 
Name: Todd Harms
Title: Fire Chief
Date: December 16, 2016

SACRAMENTO METROPOLITAN FIRE DISTRICT

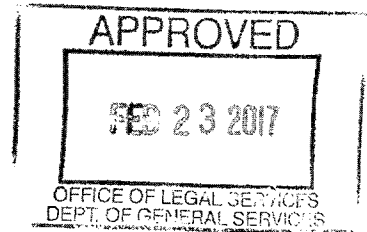
Signature: 
Name: Amanda Thomas
Title: Chief Financial Officer
Date: December 20, 2016

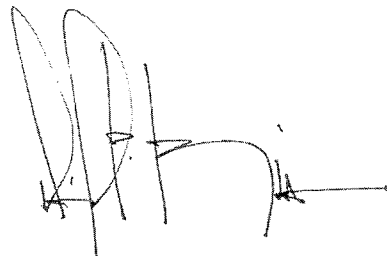
CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contract Management Unit

Signature: 
Name: _____
Title: Don Rodriguez Chief, Contract Management Unit
Date: 2-1-17

CALIFORNIA DEPARTMENT OF GENERAL SERVICES
Office of Legal Services

Signature: _____
Name: _____
Title: _____
Date: _____





SCHEDULE A
SCOPE OF WORK

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
JULY 1, 2017 - JUNE 30, 2020

DHCS agrees to:

- A. Lead the development, implementation, and administration for the Medi-Cal Ground Emergency Medical Transportation Services (GEMT) supplemental reimbursement program and ensure compliance with provision set forth in SPA 09-024.
- B. Submit claims for federal financial participation (FFP) based on expenditures for GEMT services that are allowable expenditures under federal law.
- C. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.
- D. Reconcile certified public expenditure (CPE) invoices with supplemental reimbursement payments and ensure that the total Medi-Cal reimbursement provided to eligible GEMT providers will not exceed applicable federal upper payment limit as described in 42 C.F.R. 447-Payments For Services.
- E. Complete the audit and settlement process of the interim reconciliations for the claiming period within three years of the postmark date of the cost report and conduct on-site audits as necessary.
- F. Calculate the actual costs for administrative accounting, policy development, and data processing maintenance activities, including the indirect costs related to the GEMT supplemental reimbursement program provided by its staff based upon a cost accounting system which is in accordance with the provisions of Office of Management and Budget Circular A-87 and 45 Code of Federal Regulations Parts 74 and 95.
- G. Maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, travel and overhead costs for DHCS' staff, as well as equipment and all related operating expenses applicable to these positions to include, but not limited to, general expense, rent and supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to the GEMT supplemental reimbursement program. Accounting records shall include continuous time logs for identified staff that record time spent in the following areas: the GEMT supplemental reimbursement program, general administration.
- H. Ensure that an appropriate audit trail exists within DHCS records and accounting system and maintain expenditure data as indicated in this Agreement.

- I. Designate a person to act as liaison with SMFD in regard to issues concerning this Agreement. This person shall be identified to SMFD's contact person for this Agreement.
- J. Provide a written response by email or mail to SMFD's contact person within thirty (30) days of receiving a written request for information related to the GEMT supplemental reimbursement program.
- K. Provide accounting, and program technical assistance, and training related to the GEMT supplemental reimbursement program to SMFD personnel after receiving a written request from SMFD contact person.