

Funding Agreement Between
County of El Dorado and Sacramento Metropolitan Fire District
Funding Agreement #7071

THIS FUNDING AGREEMENT made and entered by and between County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "GEMT Transporter"), and Sacramento Metropolitan Fire District, a political subdivision of the State of California, whose principal place of business is 10545 Armstrong Avenue, Suite 200, Mather, 95655-4102 California (hereinafter referred to as "Metro Fire");

R E C I T A L S

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;

WHEREAS, the State has entered into an agreement with Metro Fire for administrative services related to the Medi-Cal Ground Emergency Transportation Supplemental (GEMT) 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;

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;

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;

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;

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;

WHEREAS, In 2018, the California Department of Healthcare Services (DHCS) submitted a Medicare State Plan Amendment (SPA) 2018-007, requesting Federal approval of changes to this GEMT program. While the SPA was under review, DHCS paused the acceptance of GEMT cost plan reports, and the Supplemental Reimbursement Program

was suspended from 2018 through 2022 pending approval of a plan amendment. The SPA was never approved, yet the Centers for Medicare and Medicaid Services approved DHCS to continue operating the program without the requested changes. Cost reports for FY2018-19 were not accepted by DHCS, so they were not covered under the prior contract. All GEMT cost reporting from July 1, 2018 through Dec 31, 2022 will be covered by this agreement, and submitted during this agreement term.

NOW, THEREFORE, County and Metro Fire mutually agree as follows:

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 retroactively effective and commence as of July 1, 2022 and shall end on June 30, 2023. 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 up to three years from the date of submission of the reports by the GEMT Transporter to the State of California, or such other final settlement period as specified in a subsequent SPA. During that period of time, State administrative costs as defined in the State Code will continue to be incurred by the State for which the GEMT Transporter agrees to pay to Metro Fire pursuant to Section IV below. The GEMT Transporter agrees to pay its transporter share of State administrative costs pursuant to Section V. after the termination of this Agreement, whether this Agreement is terminated by its term, or in the event GEMT Transporter elects to terminate the Agreement, or in the event that Metro Fire terminates the Agreement.

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, 2018.

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. Administration of recovery of costs from GEMT Transporters

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 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. Should Metro Fire be required to reimburse the State for administrative costs prior to the submission of cost reports in any given reporting period, the most recently completed cost reports shall be the basis for determining which agencies are considered participating transporting agencies. 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 administrative services, cost of advancing funds for the State, and the risk of non-payment from GEMT Transporters.

- C. Metro Fire will notify, via email, the amount due under Section V. of this Agreement by the GEMT Transporter once the amount is determined.
- D. All amounts due under this Agreement will be paid to Metro Fire no later than thirty (30) days after the first notification is sent to the GEMT Transporter via one of the following methods: Automated Clearing House (ACH)/Electronic Funds Transfer (EFT), warrant from Invoice, or Credit Card.

- E. 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.
- a. 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.
 - b. 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 and costs) 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 and costs) 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, modification, 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.

XVI. AUDITS REQUIRED

If requested, Metro Fire shall submit to GEMT Transporter a year-end financial statement covering all fiscal years during which Metro Fire expends funds provided pursuant to this Agreement. Metro Fire shall maintain client records, books, documents, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute records for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided. Metro Fire's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit, and reproduction by GEMT Transporter, the State, or any of their duly authorized representatives.

XVII. POLITICAL ACTIVITY

Pursuant to California Government Code §54964, §54964.5, and §54964.6, Metro Fire shall not expend or authorize the expenditure of any funds provided to it pursuant to this Agreement, or use any property owned or funded in whole or in part by GEMT Transporter, in support of any political activity including but not limited to support or opposition of a candidate for public office or any ballot measure.

XVIII. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

XIX. ELECTRONIC SIGNATURES

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

XX. CONTRACT ADMINISTRATOR

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Michelle Patterson, MPH, EMS Agency Manager, Emergency Medical Services Agency, or successor.

XXI. Conflict of Interest:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, regarding campaign contributions by Contractor, if any, to any officer of County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
County of El Dorado
"GEMT Transporter"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

**-- SACRAMENTO METROPOLITAN
FIRE DISTRICT --**

By: *Dave O'Toole*
Dave O'Toole (Jan 18, 2023 15:47 PST)

Dated: 01/18/2023

Dave O'Toole
Chief Financial Officer
"Metro Fire"

SACRAMENTO METROPOLITAN FIRE DISTRICT

EXHIBIT A

**AGREEMENT #20-10410 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 (Metro Fire), 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, Metro Fire 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, 2020, through and including, June 30, 2023.

3. Estimated Annual Payable Amount.

In full consideration of DHCS' performance of the services described in Schedule A and the conditions in Section 6., the estimated amount that Metro Fire shall be obligated to pay for services rendered for the term of this Agreement are listed below for each State Fiscal Year (SFY) beginning SFY 2020-21. However, only actual costs will be invoiced. The SFY begins on July 1st each year and ends on June 30th.

\$1,047,000 - for July 1st, 2020, through and including June 30th, 2021.
 \$1,205,000 - for July 1st, 2021, through and including June 30th, 2022.
 \$1,386,000 - for July 1st, 2022, through and including June 30th, 2023.

4. Purpose of the Agreement.

The purpose of this Agreement is for DHCS to perform 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 Metro Fire 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 Metro Fire and eligible providers. The Provider Participation Agreement requires eligible providers to enter into written contract with DHCS. Additionally, the Provider Participation Agreement requires 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 Metro Fire and the eligible providers for the payment of DHCS' administrative costs, the subject of this Agreement. It is understood by both Metro Fire 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 Metro Fire, 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 Metro Fire 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: Chief, 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 Metro Fire.

6. Payment Terms and Invoicing.

- A. Metro Fire 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 Metro Fire to timely compensate DHCS pursuant to Paragraph A shall constitute a material breach of this Agreement by Metro Fire, which at DHCS' discretion, may result in termination by DHCS pursuant to Section 9. Metro Fire 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 Metro Fire render payment for any invoice or portion thereof exceeding the actual expenditure amount calculated per SFY. Payment for any services rendered by DHCS exceeding the estimated amounts in Section 3 shall be permitted pursuant to Section 8.
- D. DHCS shall submit annual invoices to Metro Fire 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. Metro Fire shall not be obligated to pay DHCS for the administrative services covered by any invoice if DHCS presents the invoice to Metro Fire 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 Metro Fire 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 Metro Fire 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 Metro Fire 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, Metro Fire 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. Metro Fire 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 Metro Fire 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 Metro Fire, 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 Metro Fire, 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 Metro Fire, 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 providers' obligations or Metro Fire's obligations contained in the Provider Participation Agreement. The Provider Participation Agreement is an agreement between DHCS and each of the eligible providers, including Metro Fire, in its capacity as an eligible provider. The Provider

Participation Agreement provides the terms and conditions for the eligible providers to participate in the GEMT Supplemental Reimbursement Program. Such terms and conditions include, but are not limited to, the requirement that the eligible providers reimburse Metro Fire for their share of the administrative costs incurred by DHCS in administering the supplemental payment program authorized in section 14105.94, subdivision (d). Failure by the eligible provider to comply with this responsibility shall constitute a material breach resulting in immediate suspension and the initiation of termination of the Provider Participation Agreement.

- H. Periodic Assessment. Pursuant to Welfare and Institutions Code section 14105.94, subdivision (d), Metro Fire enters into this Agreement in order to implement the GEMT Supplemental Reimbursement Program under which its eligible facilities may participate and for which Metro Fire will pay for the nonfederal share of all federally reimbursable administrative costs incurred by DHCS performing activities described in Section 7. SFMD 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 Metro Fire 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, Metro Fire or DHCS, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of Metro Fire or DHCS, as applicable.

SACRAMENTO METROPOLITAN FIRE DISTRICT

DocuSigned by:
Signature: *Todd Harms*
Name: Todd Harms F1047B...
Title: Fire Chief
Date: January 19, 2021

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contract Services Branch

DocuSigned by:
Signature: *Carrie Talbot*
Name: Carrie Talbot 67C7471E5926E443...
Title: Staff Services Manager I
Date: January 19, 2021

**SCHEDULE A
SCOPE OF WORK
#20-10410**

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
JULY 1, 2020 - JUNE 30, 2023**

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 provisions set forth in California State Plan, Attachment 4.19-B, Supplement 18, pages 1-7.
- 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 as prescribed in California State Plan, Attachment 4.19-B, Supplement 18, pages 1-7.
- 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 and 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 Metro Fire in regards to issues concerning this Agreement. This person shall be identified to Metro Fire's contact person for this Agreement.
- J. Provide a written response by email or mail to Metro Fire'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 Metro Fire personnel after receiving a written request from Metro Fire's contact person.

SACRAMENTO METROPOLITAN FIRE DISTRICT

EXHIBIT B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

01/18/2023

Date

Sacramento Metropolitan Fire District

Type or write name of company

Dave O'Toole
Dave O'Toole (Jan 18, 2023 15:47 PST)

Signature of authorized individual

Dave O'Toole
Dave O'Toole (Jan 18, 2023 15:47 PST)

Type or write name of authorized individual