

**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 _____ 201__ between the Sacramento Metropolitan Fire District, ("Metro Fire") a political subdivision of the State of California and, _____, ("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 and State Plan Amendments 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 Welfare and Institutions Code Section 14105.94 and State Plan Amendments 09-024, which agreement is attached hereto as Exhibit A, and is incorporated as if set forth fully herein; and,

WHEREAS under Welfare and Institutions Code Section 14105.94 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 afore mentioned section 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 that section; and,

WHEREAS Metro Fire has been designated, by the contract attached as Exhibit A, to recover the administrative and implementation costs required to be paid by eligible providers under that section; 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 contract for the purpose of setting forth the agreement 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 Welfare and Institutions Code Section 14105.94.

II. TERMS

This agreement shall be effective and commence as of July 1, 2011 and shall end on June 30, 2014. 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. During that period of time, State administrative costs as defined in Welfare and Institutions Code 14105.94 will continue to be incurred by the State for which the GEMT Transporter agrees to pay to Metro Fire pursuant to paragraph IV below. The GEMT Transporter agrees to pay its transporter share of administrative costs pursuant to paragraph 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 initial start-up of 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, 2011.

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. Program guidance via telephone
 - 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 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 Welfare and Institutions Code Section 14105.94. 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 Welfare and Institutions Code Section 14105.94 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.

- A. Metro Fire will notify, via email, the amount due under V of this agreement by the GEMT Transporter once the amount is determined.
- B. All amounts due under this agreement will be paid via an ACH electronic debit transaction initiated by Metro Fire no sooner than 30 days after the first notification is sent to the GEMT Transporter.
- C. The GEMT Transporter will complete the attached Direct Payment Authorization Form authorizing Metro Fire to initiate the debit payment of the amounts due to Metro Fire pursuant to this agreement.
 1. It is the responsibility of the GEMT Transporter to keep the Direct Payment Authorization Form up to date with the most current financial institution information.
- D. Non-payment by the GEMT Transporter due to insufficient funds or other reasons will result in a termination of the agreement pursuant to Provision XII.
 1. The breach to this agreement may be cured by: 1) having the amount due plus any additional bank fees incurred by Metro Fire (if any) available in the financial institution named on the Direct Payment Authorization Form and 2) the successful completion of the debit transaction including additional banking fees.
 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 Welfare and Institutions Code Section 14105.94 for its costs under Welfare and Institutions Code Section 14105.94(d). The compensation payable to Metro Fire is approved by the State, pursuant to the contract between the State and Metro Fire as set forth in the contract 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 Welfare and Institutions Code Section 14105.94(d), in the manner set forth in this agreement.

VII. DISPUTE RESOLUTION

In the event of a dispute between the Parties in the terms of this agreement 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 Provision 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 contract 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: _____
Name: Scott Clough
Title: Assistant Chief
Date: _____

GEMT Transporter

Signature: _____
Name: Norma Santiago, Chair
County of El Dorado
Title: Board of Supervisors
Date: _____

Draft Pending
County Counsel
Approval

**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 with the California Department of Health Care Services for Administrative Services Related to Medi-Cal Ground Emergency Medical Transportation Services Supplemental Reimbursement Program (Agreement) are the Sacramento Metropolitan Fire District (SMFD), in its capacity as the host entity, and the California Department of Health Care Services (Contractor).

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.

Contractor 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, 2011, through and including, June 30, 2014.

3. Maximum Payable Amount.

In full consideration of Contractor's performance of the services described in Schedule A and the conditions in Provision 6., the amount that SMFD shall be obligated to pay for services rendered for the term of this Agreement shall not exceed \$250,000 each State Fiscal Year (SFY) beginning SFY 2011-12. 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:

\$100,000 - for July 1st, 2011, through and including June 30th, 2012.

\$125,000 - for July 1st, 2012, through and including June 30th, 2013.

\$250,000 - for July 1st, 2013, through and including June 30th, 2014.

4. Purpose of the Agreement.

The purpose of this Agreement is for Contractor 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(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 the Contractor. The Provider Participation Agreement between the eligible providers and the Contractor requires the eligible providers to satisfy their responsibilities for reimbursing the Contractor 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 Contractor's administrative costs, the subject of this Agreement. It is understood by both SMFD and Contractor that payments set forth under this Agreement are for the purpose of reimbursing Contractor 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: Scott Clough, Assistant Chief
10545 Armstrong Avenue
Mather, CA 95655

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

In the case of Contractor, to:

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

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

6. Payment Terms and Invoicing.

A. SMFD shall compensate Contractor for services listed in Schedule A, as authorized by Provision 7 of this agreement, within forty-five (45) days of receipt of an invoice from Contractor.

B. Failure by SMFD to timely compensate Contractor pursuant to paragraph A shall constitute material breach of this Agreement by SMFD, which shall result in termination by Contractor pursuant to Provision 9. SMFD may cure such breach

by rendering immediate payment of the amount owed to Contractor prior to the termination of this Agreement pursuant to Provision 9.

- C. In no event shall payment be made by SMFD for any invoice or portion thereof exceeding the Agreement amount specified in Provision 3. Payment for any services rendered by Contractor exceeding the Agreement amount shall require an amendment to this Agreement pursuant to Provision 8. Services rendered by Contractor shall cease until an amendment is executed.
- D. Contractor shall submit annual invoices to SMFD no sooner than forty-five (45) days following the close of each SFY. Contractor's 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 Contractor for the services covered by any invoice if Contractor presents the invoice to SMFD more than one (1) year after this Agreement terminates.
- F. Payments shall be sent to Contractor at the following address:

California Department of Health Care Services
Safety Net Financing Division
Attn: Medi-Cal Supplemental Payments 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, Contractor 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 Contractor that payments set forth under this Agreement are for the purpose of reimbursing Contractor 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 Contractor's responsibilities as the single agency for Medicaid in California (Medi-Cal), the single state agency responsibilities shall take precedence.

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.

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 Provision 5 of this Agreement. SMFD shall be obligated to pay for all services duly performed by Contractor until the termination date.

10. General Provisions.

- A. Indemnification. It is agreed that SMFD shall defend, hold harmless, and indemnify Contractor, 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 Provision 8. Or it shall be terminated.
- C. Records.
- 1) Upon written notice, Contractor 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) Contractor shall maintain and preserve all records relating to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.
- D. Compliance with Applicable Laws. All services to be performed by Contractor 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. 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.

- 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 the Contractor 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 the Contractor in administering the supplemental payment program authorized in section 14105.94(d), and (ii) the term that the Contractor 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.

The persons signing this Agreement on behalf of SMFD and Contractor, 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 Contractor, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of SMFD or Contractor, as applicable.

SACRAMENTO METROPOLITAN FIRE DISTRICT


Signature: 

Name: Kurt P. Henke

Title: Fire Chief

Date: 9/12/13

SACRAMENTO METROPOLITAN FIRE DISTRICT

Signature: 

Name: Scott Clough

Title: Assistant Chief

Date: 9/12/13

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

Contract Management Unit

Signature: 

Name: Laura Lobel

Title: CPS Chief

Date: 10/18/13

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Legal Services

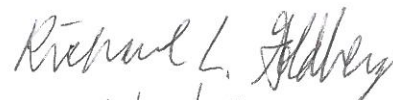
Signature:

Name:

Title:

Date:




11/18/13

SCHEDULE A
SCOPE OF WORK

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES JULY 1, 2011 - JUNE 30, 2014

Contractor agrees to:

- A. Lead the development, implementation, and administration for the GEMT 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 Medi-Cal Ground Emergency Medical Transportation Services (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 Contractor's 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 Contractor 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.

ADDENDUM TO AGREEMENT 496-O1411

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.

Draft Pending
County Counsel
Approval