



RESOLUTION NO. 20-497

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AMENDMENT NUMBER ONE TO THE AGREEMENT BETWEEN ANTHEM BLUE CROSS (“PLAN”) AND THE COUNTY OF NEVADA FOR COORDINATION OF SERVICES, AS PART OF NEVADA COUNTY’S PARTICIPATION IN A RATE RANGE INTERGOVERNMENTAL TRANSFER (“IGT”): A REVENUE AGREEMENT WHEREBY NEVADA COUNTY RETROACTIVELY RECEIVES FEDERAL FINANCIAL PARTICIPATION MEDI-CAL FUNDS TO COVER UNREIMBURSED COSTS FOR PREVIOUSLY PROVIDED, MANDATED SERVICES

WHEREAS, Nevada County is one of the twenty-eight Managed Care Rural Expansion Counties, and Medi-Cal Managed Care was and will be administered in Nevada County in the period of July 2019-December 2020; and

WHEREAS, Anthem Blue Cross is a Medi-Cal Managed Care Plan for Nevada County; and

WHEREAS, Nevada County provides health services to Medi-Cal members that constitute Medi-Cal Managed Care Plan service responsibilities; and

WHEREAS, Nevada County incurred (or will incur) unreimbursed costs for health services that constitute Medi-Cal Managed Care Plan service responsibilities in Fiscal Years 2019/20 and 2020/21; and

WHEREAS, Nevada County is eligible per California Welfare and Institutions Code Section 14164 and 14301.4 to participate in an Intergovernmental Transfer (IGT) for the purpose of providing support for the nonfederal share of risk-based payments to managed care health plans to enable the plans to compensate providers designated by the transferring entity for Medi-Cal health care services and for the support of the Medi-Cal Program; and

WHEREAS, the Department of Health Care Services approval for Nevada County’s participation in a Rate Range Intergovernmental Transfer for the period of July 2019-December 2020 requires execution of an Amendment to Nevada County’s Medi-Cal Managed Care Plan Agreement to reflect this change.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment Number One to the Agreement by and between the County and Anthem Blue Cross for coordination of services, as a requirement to implement the County’s participation in a Rate Range Intergovernmental Transfer to secure additional funds for unreimbursed costs for Medi-Cal delivered services for the period of July 2019-December 2020, be and is hereby approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be disbursed from account 1589-40101-492-1101/522090.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 15th day of December, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

12/15/2020 cc: HHS(A*hold)
AC*

1/19/2021 cc: HHSA*
AC*(release)

HEALTH PLAN-PROVIDER AGREEMENT

AGREEMENT TO IMPLEMENT THE 2019-2020 RATE RANGE IGTS

This Amendment is made this 15th day of December 2020, by and between Anthem Blue Cross, a California corporation hereinafter referred to as "PLAN", and County of Nevada Health & Human Services Agency, hereinafter referred to as "PROVIDER".

RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective May 22, 2018:

WHEREAS, Section 14.10 of such Agreement provides for amending such Agreement:

WHEREAS, Blue Cross of California ("ANTHEM"), a corporate entity licensed under Health and Safety code Section 1349 et seq. has a contract with the California Department of Health Care Services ("State DHCS") pursuant to Welfare and Institutions Code Section 14087.3 to act as A Medi-Cal managed care plan. ANTHEM has contracted with DHCS to fulfill its responsibilities for the provision of Medi-Cal covered services for eligible Medi-Cal members. ANTHEM has subsequently entered into the Agreement referenced above, and amendments to it, to allow PROVIDER to render such services to ANTHEM Medi-Cal members in Rural Regional Expansion. For purposes of this Amendment, ANTHEM and State DHCS shall collectively be referred to as "PLAN";

WHEREAS, PROVIDER provides health care services to PLAN enrollees under the ANTHEM Medi-Cal Managed Care Program (MCMCP) Participating Hospital Agreement ("Agreement") whereby PROVIDER is designated as a participating MCMCP hospital; and

WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from County of Nevada Health & Human Services Agency to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

2018-19 IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES

1. IGT Capitation Rate Range Increases to PLAN

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, # 19-96409 (“Intergovernmental Agreement”) effective for the periods of July 1, 2019 through December 31, 2020 (18 months) for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases (“IGT MMCRRIs”), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

(1) The PLAN shall retain a 3% administrative fee based on the total amount of the IGT MMCRRIs received from DHCS for PLAN’s cost to administer this program. Each provider’s share of the 3% fee shall be calculated based on the provider’s proportionate share of the LMMCRR IGT payment made by PLAN in Rural Regional Expansion.

(2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

(1) remain a participating provider in the PLAN and not issue a notice of termination of the Agreement;

(2) maintain its current emergency room licensure status and not close its emergency room;

(3) maintain its current inpatient surgery suites and not close these facilities.

(4) ensure that covered services are available and accessible to members, in accordance with DMHC and State DHCS requirements

D. Schedule and Notice of Transfer of Non-Federal Funds

PROVIDER shall provide PLAN with a copy of the schedule regarding the transfer of funds to State DHCS, referred to in the Intergovernmental Agreement, within fifteen (15) calendar days of the PROVIDER establishing such schedule with the State DHCS. Additionally, PROVIDER shall notify PLAN, in writing, no less than seven (7) calendar days prior to any

changes to an existing schedule including, but not limited to, changes in the amounts specified therein.

E. Form and Timing of Payments

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).

(2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after receipt and reconciliation of the IGT MMCRRIs from State DHCS.

F. Consideration

As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:

(a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Amendment exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

(2) For purposes of subsection (1) (b) above, if the retained LMMCRR IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Amendment constitute patient care revenues.

G. PLAN's Oversight Responsibilities

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

H. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible on behalf of the PROVIDER.

I. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section 7.5 of the Agreement. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

J. Indemnification

Notwithstanding anything to the contrary contained in the Agreement, PROVIDER shall indemnify and hold PLAN harmless against any losses, claims, demands, liabilities, court costs, judgments and expenses, imposed by a court or otherwise incurred by PLAN after the execution date of the Amendment as a result of PLAN's receipt of IGT MMCRRIs or payment of LMMCRR IGT, including but not limited to the following circumstances:

(1) In the event that State DHCS, the Department of Health and Human Services or any other federal or state agency recoups, offsets, or otherwise withholds any monies from or fails to provide any monies to PLAN, or PLAN is denied any monies to which it otherwise would have been entitled, for any reason relating to the Medi-Cal managed care capitation rate increases arising from the Intergovernmental Agreement as such increases flow through the Medi-Cal Agreement between PLAN and the State and this Agreement, including but not limited to (a)

State DHCS' failure to treat the IGT MMCRRISs or LMMCRR IGT Payments as set forth in the applicable sections of the Intergovernmental Agreement; (b) the failure of the IGT MMCRRIs to qualify for federal participation pursuant to 42 C.F.R. part 433, subpart B; or (c) overpayment of IGT MMCRRIs to PLAN by State DHCS, PLAN shall have a right to immediately recoup, offset or withhold any and all such amounts from payments otherwise due to PROVIDER. Recovery by PLAN pursuant to this section shall include, but not be limited to, reduction in future LMMCRRs paid to PROVIDER in an amount equal to the amount of IGT MMCRRi payments recovered from PLAN, or by reduction of any other amounts owed to PLAN by PROVIDER.

(2) PLAN shall pursue an appeal, a lawsuit, or any other available legal action to challenge any recoupment by State DHCS, the Department of Health and Human Services, or any other federal or state agency that is not required by law, unless after consultation with PROVIDER and with good cause, PLAN determines that it is not in the best interest of PLAN and/or PROVIDER to do so;

(3) At PLAN's discretion PROVIDER shall either provide or arrange for legal representation on PLAN's behalf or PLAN shall arrange for its own representation and be entitled to reasonable attorney's fees and costs from PROVIDER for such representation, in addition to any and all other relief to which PLAN may be entitled, including but not limited to, the following circumstances:

a. If any action at law, suit in equity, arbitration, or administrative action is brought against PLAN by State DHCS, the Department of Health and Human Services, or any other federal or state agency or other individual or organization to: (i) enforce or interpret the IGT MMCRRIs or LMMCRRs; or (ii) recoup, offset, or otherwise withhold any monies from PLAN relating to the IGT MMCRRIs or LMMCRR IGT Payments; or

b. If PLAN brings any appeal, action at law, suit in equity, arbitration or administrative action against the State DHCS, or any other federal or state agency to (i) enforce or interpret the IGT MMCRRIs or LMMCRRs; or (ii) in response to an action described in subparagraph 1 or subparagraph 3(a) above;

(4) If PLAN prevails in any appeal, action at law, suit in equity, arbitration, or administrative action against PLAN to enforce or interpret the IGT MMCRRIs or LMMCRRs, PLAN shall be entitled to reasonable attorney's fees and costs from PLAN; and

(5) PROVIDER recognizes that PLAN may be entitled to Medi-Cal capitation rate increases which are distinct from the IGT MMCRRIs, for a portion of the period covered by this Addendum, the receipt of which has been delayed as a result of the implementation of the intergovernmental transfers provided for in the Intergovernmental Agreement. Accordingly, in addition to any other obligation of PROVIDER to indemnify PLAN under this Paragraph, PROVIDER shall indemnify PLAN for all investment income PLAN would have earned had it timely received this rate increase. The parties agree to work together in good faith to determine the amount of such investment income and the possible credit.

K. Remittance Information

The IGT-funded payments made by the PLAN pursuant only to this Agreement, shall be mailed to the PROVIDER at the address set forth below:

Contact Name:
Andrea Lehmkuhl
Funding Entity:
County of Nevada
Address:
950 Maidu Ave
Nevada City, CA 95959
Phone: 530-265-1626
Email:
andrea.lehmkuhl@co.nevada.ca.us
Tax ID*:94-6000526

2. Term

The term of this Amendment shall commence on July 1, 2019 and shall terminate on September 30, 2022.

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

SIGNATURES

HEALTH PLAN: ANTHEM BLUE CROSS

Date: Jan 15, 2021

Paul Pakuckas

Paul Pakuckas (Jan 15, 2021 09:44 PST)

By: Paul Pakuckas, RVP II, CA Medicaid and Medicare

PROVIDER: County of Nevada Health & Human Services

Date: Jan 15, 2021

Heidi Hall
Heidi Hall (Jan 15, 2021 11:38 PST)

By: Heidi Hall, Chair, Board of Supervisors, County of Nevada