



RESOLUTION NO. 17-152

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. A01 TO THE STANDARD AGREEMENT NO. 14-90039 WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (CDHCS) FOR THE MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) PROGRAM FOR JULY 1, 2014 THROUGH JUNE 30, 2017 (RESOLUTION 14-245)

WHEREAS, the Board of Supervisors approved execution of Standard Agreement No. 14-90039 between the County of Nevada and the California Department of Health Care Services (CDHCS) in the amount of \$450,000 for the Agreement term of July 1, 2014 through June 30, 2017; and

WHEREAS, CDHCS provides federal reimbursement to counties which contract and submit a MAA Claim Plan for Medi-Cal Administrative Activities and the contract objective is to perform administrative activities on behalf of the State Department of Health Care Services to assist in the proper and efficient administration of the local Medi-Cal program by improving the availability and accessibility of Medi-Cal services to eligible and potentially eligible individuals, and their families; and

WHEREAS, the County is in receipt of Standard Agreement No. 14-90039 Amendment No. A01, which increases funding for Fiscal Year 2014/15, Fiscal Year 2015/16 and Fiscal Year 2016/17.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Standard Agreement No. 14-90039 Amendment No. A01 by and between the California Department of Health Care Services, pertaining to increasing funding for Fiscal Year 2014/15, Fiscal Year 2015/16 and Fiscal Year 2016/17, revising the total contract maximum from \$450,000 to \$1,165,000 (an increase of \$715,000) for the Medi-Cal Administrative Activities (MAA) Program, a three year contract for the period of July 1, 2014 through June 30, 2017 in the maximum funding amount of \$170,000 for Fiscal Year 2014/15; \$370,000 for Fiscal Year 2015/16; and \$625,000 for Fiscal Year 2016/17 be and hereby is approved, 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 deposited into revenue accounts: 1589-40101-492-1701/446210 and 1589-50501-496-1000/446210.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of April, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Hank Weston, Chair

4/11/2017 cc: PH (4)
AC* (Hold)

8/24/2017 cc: PH*
8/28/2017 cc: PAC* (Release)
AC* (Release)

STANDARD AGREEMENT AMENDMENT

STD. 213A_DHCS (Rev. 06/16)

☐ Check here if additional pages are added: ___ Page(s)

Agreement Number

14-90039

Amendment Number

A01

Registration Number:

1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name

Department of Health Care Services

(Also known as DHCS, CDHS, DHS or the State)

Contractor's Name

County of Nevada

(Also referred to as Contractor)

2. The term of this Agreement is: July 1, 2014
through June 30, 20173. The maximum amount of this \$ 1,165,000
Agreement after this amendment is: One Million One Hundred Sixty-Five Thousand Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. **Amendment effective date:** March 1, 2016II. **Purpose of amendment:** This amendment expands the contract funding limits to accommodate ongoing expansion of the County of Nevada.III. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$715,000 and is amended to read: ~~\$450,000 (Four hundred fifty thousand dollars)~~ **\$1,165,000 (One Million One Hundred Sixty-Five Thousand Dollars)**.

IV. Exhibit B to the original STD 213 is amended as follows (Page 3 – Budget Detail and Payment Provisions; Paragraph 4 – Amounts Payable; Subsection A):

- 1) ~~\$ 450,000.00~~**170,000** for the budget period of 07/01/14 through 06/30/15,
- 2) ~~\$ 450,000.00~~**370,000** for the budget period of 07/01/15 through 06/30/16,
- 3) ~~\$ 450,000.00~~**625,000** for the budget period of 07/01/16 through 06/30/17.

CONT...

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

County of Nevada

By (Authorized Signature)

Date Signed (Do not type)

4/11/2017

Printed Name and Title of Person Signing

Hank Weston, Chairman, Board of Supervisors

Address

950 Maidu Ave., Suite 200
Nevada City, CA 95959**STATE OF CALIFORNIA**

Agency Name

Department of Health Care Services

By (Authorized Signature)

Date Signed (Do not type)

6-28-17

Printed Name and Title of Person Signing

Don Rodriguez, Chief, Contract Management Unit

Address

1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413,
Sacramento, CA 95899-7413CALIFORNIA
Department of General Services
Use Only

APPROVED

JUL 21 2017

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES☐ Exempt per:

...continued

V. Exhibit A is amended to add the following Provision:

6. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For administrative activities satisfactorily rendered and upon receipt and approval of the invoices, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the conditions specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

Regular Mail

CMAA Analyst
Department of Health Care Services
Safety Net Financing Division
County-Based Claiming and Inmate Services
Section
MS 4603
PO Box 997436
Sacramento, CA 95899-7436

Overnight Mail

CMAA Analyst
Department of Health Care Services
Safety Net Financing Division
County-Based Claiming and Inmate Services
Section
MS 4603
1501 Capitol Avenue
Sacramento, CA 95814

C. Invoices shall:

- 1) Be prepared on the CMAA Invoice incorporated by reference in Exhibit E, Provision 1.
- 2) Be prepared on Contractor letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the activities performed under this agreement on the CMAA Invoice Summary page.
- 3) Bear the Contractor's name as shown on the agreement on the CMAA Invoice.
- 4) Identify the billing and/or performance period covered by the invoice on the CMAA Invoice.
- 5) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement on the CMAA Invoice. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHCS.
- 6) Provide the State with complete invoice and expenditure information to include in the CMS 64 no later than *fifteen* (15) months after the end of the quarter for which the claim was submitted. This information shall be provided on the standardized CMAA Invoice.
- 7) Identify on the CMAA Invoice, the claim categories to which expenditure data must adhere for insertion into the CMS 64. A separate CMAA Invoice shall be submitted for each program, clinic, non-governmental entity and subcontractor claiming CMAA costs pursuant to this agreement, except for contracted employees under the direct control of the Contractor. Contracted employees' costs shall be aggregated and reported in accordance with the CMAA Invoice instructions. The CMAA Invoice(s) for each of the programs claimed shall correspond to the name of the claiming

Exhibit B
Budget Detail and Payment Provisions

programs identified in the Contractors CMAA Claiming Plan. The Invoice instructions are found in the DHCS CMAA/TCM Time Survey Methodology and DHCS CMAA Program Operational Plan (CMAA/ TCM Implementation Plan) incorporated by reference in Exhibit E, Provision 1.

D. Rates Payable

- 1) The invoices may include the cost of expenses of staff and the operating expenses and equipment costs necessary to collect data, disseminate information, and carry out the staff activities outlined in this agreement.
 - a. The maximum rate of Federal reimbursement for compensation (salary and benefits), of activities qualifying under Federal regulations applying to SPMP of a public agency and their direct supporting staff shall be 75 percent of such costs for activities identified as "enhanced." The maximum rate of reimbursement for allowable costs of activities identified as "non-enhanced", performed by SPMP and their direct supporting staff, shall be 50 percent. The maximum rate of reimbursement for all allowable costs other than compensation applicable to SPMPs and their direct supporting staff shall be 50 percent.
 - (1) An SPMP is defined as an employee of the Contractor who has completed a 2-year or longer program leading to an academic degree or certification in a medically-related profession *and* who performs duties and responsibilities requiring professional medical knowledge and skills. Direct supporting staff are also employees of the Contractor. They are secretarial, stenographic, copy, file, or record clerks who are directly supervised by the SPMP, and who provide clerical services necessary for carrying out the professional medical responsibilities and administrative activities of the SPMP.
 - b. The rate of federal reimbursement is 50 percent FFP for all costs of non-SPMPs and all costs of subcontractors (non-governmental entities) performing allowable administrative activities as defined in Provision 5, Services to be Performed, of Exhibit A, Scope of Work.
 - c. The maximum rate of reimbursement for all non-public subcontractors to the Contractor shall be 50 percent for all categories of cost.
- E. Certify the certified public expenditure (CPE) from the Contractor's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for CMAA performed pursuant to W&I Code Section 14132.47. The State shall deny payment of any claim submitted under this agreement if it determines that the certification is not adequately supported for purposes of FFP. Expenditures certified for CMAA costs shall not duplicate, in whole or in part, claims made for the costs of direct patient care. DHCS shall provide a certification statement to be included with each CMAA Invoice Summary Page submitted to the State for payment for the performance of CMAA.

Exhibit B
Budget Detail and Payment Provisions

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to further provide services under the CMAA program.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
 - 1) \$ ~~150,000.00~~**170,000** for the budget period of 07/01/14 through 06/30/15,
 - 2) \$ ~~150,000.00~~**370,000** for the budget period of 07/01/15 through 06/30/16,
 - 3) \$ ~~150,000.00~~**625,000** for the budget period of 07/01/16 through 06/30/17.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

5. Participation in Medi-Cal Administrative Claiming Process

- A. As a condition of participation in the Medi-Cal Administrative Claiming process, and in recognition of revenue generated in the Medi-Cal Administrative Claiming process, the Contractor shall pay an annual participation fee through a mechanism agreed to by the State and Contractors, or, if no agreement is reached by August 1 of each year, directly to the State.
- B. The participation fee shall be used to cover the cost of administering the Medi-Cal Administrative Claiming process, including, but not limited to, claims processing, technical assistance, and monitoring. The State shall determine and report staffing requirements upon which projected costs will be based.
- C. The amount of the participation fee shall be based upon the anticipated state salaries, benefits, operating expenses and equipment, necessary to administer the Medi-Cal Administrative Claiming process and other costs related to that process.

Exhibit B
Budget Detail and Payment Provisions

6. Non-Federal Matching Funds for CMAA

The Contractor will expend one hundred percent (100%) of the non-federal share of the cost of performing CMAA. By signing this agreement, the Contractor certifies that the funds expended for this purpose shall be from the Contractor's general fund or from any other funds allowable under federal law and regulation.

7. Claiming Overhead Costs

- A. In order to claim administrative overhead costs, also referred to as "External Administrative Overhead" costs, the Contractor must have a State Controller's Office approved LGA administrative overhead cost allocation plan for the applicable period and these costs must be claimed in accordance with the plan. An LGA's plan is submitted to the California State Controller's Office, which has delegated authority from the Federal Government to approve it.
- B. Internal (departmental) administrative overhead costs are allowable for FFP only if there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with it following 45 CFR 75.104 guidelines.
- C. Both external and internal administrative cost allocation plans must comply with provisions of 45 CFR 75.104, entitled "Cost Principles for State, Local, and Indian Tribal Governments" and Federal Publication OASC-10, entitled "A Guide for State and Local Governments/Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government."
- D. The Contractor must assure that costs claimed as direct costs are not duplicate costs claimed through the application of the indirect cost rate.

8. Offset of Revenues and Non-Duplication of FFP

- A. To the extent that other funding sources have paid or would pay for the costs at issue, FFP is not available and the costs must be removed from the total costs (*2 CFR part 200 et. seq.*). The revenue offset categories which must be applied in developing the net costs include, but are not limited to:
 - 1) All unallowable federal funds, including not only federal grants but also federal payments for services under Medicare fee-for-service or encounter rates.
 - 2) All state expenditures which have been previously matched by the Federal Government (*includes Medicaid funds for medical assistance, such as the payment rate for services under fee-for-service or encounter rates*). Claims submitted will not be duplicative of Medicaid claims for costs that are part of the all inclusive rate for direct patient care.
 - 3) Private insurance and other fees collected from non-governmental sources.
 - 4) All applicable credits must be offset against claims for Medicaid funds. Applicable credits refer to those receipts or reduction of expenditure type transactions that

Exhibit B
Budget Detail and Payment Provisions

offset or reduce expense items allocable to federal awards as direct or indirect costs.

- 5) A program may not claim any federal match for administrative activities if its total cost has already been paid by the revenue sources above. A government program may not be reimbursed in excess of its actual costs.

9. Requirements for FFP

- A. The reimbursement LGAs receive for their Medi-Cal program expenditures is known as FFP. Section 433.51 of Title 42 of the CFR provides that the amount expended for providing medical assistance must be "... certified by the contributing public agency as representing expenditures eligible for FFP." Section 1903(a) of Title XIX of the Social Security Act also provides language indicating states may receive an enhancement to the FFP. Section 1903(a)(2) of the Act specifically indicates federal matching at 75 percent is attributable to the compensation and/or training of SPMP, and staff direct supporting such personnel of the State agency or any other public agency. For example, when the amounts expended for providing medical assistance "are attributable to the compensation or training of SPMP, and staff direct supporting such personnel", the FFP rate shall be 75 percent. Therefore, the FFP rate for an LGA claim with eligible and certified Medi-Cal expenditures performed by an SPMP, or staff direct supporting an SPMP, in the amount of \$100 would be \$75 ($\$100 \times .75 = \75).
- B. In order to meet the CPE requirements and receive FFP, LGAs must obtain and maintain supporting documentation verifying: a) 100 percent of available revenue is specifically related to performing the administrative activities and services of the Medi-Cal program; b) 100 percent of the expenditures eligible for reimbursement are specifically related to performing the administrative activities and services of the Medi-Cal program; c) the expenditures eligible for reimbursement are restricted to the actual costs incurred; d) the funds expended to account for the actual cost are from revenue sources allowable under all applicable state and federal laws and regulations; e) the administrative activity and service expenditures of the Medi-Cal program are incurred prior to requesting FFP reimbursement. The contributing public agency must certify to their allowable expenditures for the actual costs of providing services and/or activities. Community-Based Organizations (CBOs) may not utilize their private funds or certify costs. CBOs may only utilize allowable CPE contributed by a Public Agency for the actual costs related to Medi-Cal eligible services and/or activities. If an LGA has a question regarding eligible CPE or actual cost at the claiming unit or CBO level, they should contact DHCS.
- C. Per 42 CFR, Section 432.2 et seq., and Section 433.1 et seq., SPMP, and direct supporting staff, eligible for enhanced funding are defined as physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical practice and who are in an employer-employee relationship with the Contractor. SPMPs do not include other non-medical health professionals such as public administrators, medical analysts, lobbyists, senior managers or administrators of public assistance programs or of the Medi-Cal program.
- D. The seventy-five (75) percent (enhanced) federal matching rate is only available for a Contractor that is contractually linked to DHCS to perform Medi-Cal Administrative Activities. The enhanced federal matching rate can be claimed for salaries, benefits,

Exhibit B
Budget Detail and Payment Provisions

travel and training of SPMP and their direct supporting clerical staff who are in an employee-employer relationship with the Contractor and are involved in activities that are necessary for the proper and efficient administration of the Medi-Cal Program.

- E. Fifty (50) percent (non-enhanced) federal matching rate can be claimed for any of the Contractor's staff, or subcontractors, involved in the performance of activities that are necessary for the proper and efficient administration of the Medi-Cal Program. This includes claiming for SPMP and direct supporting clerical staff performing related activities that are non-enhanced. Additionally, the ability to claim SPMP under the MAA program is activity driven not education based. Expenditures for the actual furnishing of medical services by SPMP do not qualify for reimbursement via Medi-Cal Administrative Claiming, as medical services are paid for in the fee-for-services system and managed care system.
- F. Qualifying SPMP costs may be matched at the 75 percent rate in proportion to the time worked by SPMP in performing those duties that require professional medical knowledge and skills, as evidenced by position descriptions, job announcements, or job classifications.

10. Expense Allowability/Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. The LGA is to establish policies and procedures to identify the Federal Award amounts passed through to subrecipients and furnish those amounts to DHCS.

11. Federal Audit Disallowances

- A. In addition to the indemnification required by Exhibit C, Provision 5, and notwithstanding any other provision of this agreement, the State shall be held harmless, in accordance with Provision 2, Budget Contingency Clause, paragraphs A and B, from any federal audit disallowance and interest resulting from payments made to the Contractor pursuant to W&I Code Section 14132.47, and this agreement, less the amounts already remitted to the State.
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for the Contractor has received reimbursement for CMAA, the State shall recoup from the Contractor which submitted the disallowed claim, through offsets or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less

Exhibit B
Budget Detail and Payment Provisions

any amount already remitted to the State for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed CMAA or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

- C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for CMAA performed by a non-governmental entity under agreement with, and on behalf of, the Contractor, the State shall be held harmless by that particular Contractor for 100 percent of the amount of any such final federal audit disallowance and interest less the amounts already remitted to the State for the disallowed claim.

12. Dun and Bradstreet Universal Numbering System (DUNS)

Notwithstanding Exhibit E. 8. A. 8. definition for vendor, CMAA providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (Title 2 of the Code of Federal Regulations, Part 200, and, specifically, 2 CFR 200.330). Consequently, as contractors, as distinguished from subrecipients, a DUNS number is not required.