



## COUNTY OF HUMBOLDT

AGENDA ITEM NO.

**C13**

For the meeting of: November <sup>14</sup>21, 2017

Date: October 20, 2017

To: Board of Supervisors

From: Connie Beck, Director *MS for Connie Beck*

Subject: Approval of Agreement concerning Targeted Case Management (TCM) and Medi-Cal Administrative Activities (MAA) between the County of Humboldt and Plumas County for the period beginning July 1, 2017 through June 30, 2018.

### RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the agreement with Plumas County concerning Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) between the County of Humboldt and Plumas County for the period beginning July 1, 2017 through June 30, 2018;
2. Authorize the Chair of the Board to sign two (2) originals of the attached agreement;
3. Direct the Clerk of the Board to return two (2) signed originals of the agreement and one (1) copy of the Board Motion to the Department of Health and Human Services (DHHS) – Contract Unit for transmittal to DHHS- Public Health.

### SOURCE OF FUNDING:

Public Health Fund.

Prepared by Tami Wandel, AA

CAO Approval *[Signature]*

REVIEW:

Auditor *[Signature]*

County Counsel *JN*

Human Resources *KLB*

Other

TYPE OF ITEM:

☒ Consent  
☐ Departmental  
☐ Public Hearing  
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Wilson*

Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*  
Nays  
Abstain  
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *11/14/17*

By: *[Signature]*

Kathy Hayes, Clerk of the Board

## DISCUSSION:

The Medi-Cal Administrative Activities (MAA)/Targeted Case Management (TCM) Coordination and Claims Administration program provides administrative, programmatic and fiscal oversight and support to MAA and TCM program participants on a countywide basis. The DHHS-Public Health serves as the Local Governmental Agency (LGA) for MAA and TCM claiming on behalf of Humboldt County.

The LGA draws down Federal Financial Participation revenues for DHHS to decrease local costs for eligible services and to assist in maintaining service levels. Services include case management, referrals and program planning for Medi-Cal services and outreach.

During the Fiscal Year (FY) 1997-98 budgeting process your Board directed Public Health to participate in MAA and TCM. In FY 2016-17 the MAA and TCM programs brought in about \$1.3 million to DHHS. Revenues are federal and state funds for services already provided.

This agreement is between the County of Humboldt and Plumas County, the Host County for FY 2017/18. The responsibilities of the Host County include collecting and disbursing funds for the MAA and TCM trust funds, paying Department of Health Care Services (DHCS) for the MAA/TCM administrative costs, paying the MAA/TCM LGA consultant costs, managing and overseeing all procurement activities on behalf of the Consortium, and other duties and responsibilities as defined in the LGA Consortium Bylaws.

Currently only Public Health Nursing participates in TCM. Public Health Nursing, Public Health Clinic Services, Public Health Healthy Communities, and the Public Guardian's office participate in MAA. Approval of this agreement will allow all participating programs to continue receiving funds.

This agreement comes late to the Board due to late receipt from the Host County.

## FINANCIAL IMPACT:

The agreement before your Board today will allow DHHS-Public Health to reimburse Plumas County a percentage of the revenue DHHS-Public Health received in FY 16-17 for services rendered from July 1, 2017- June 30, 2018 from Fund 1175, Budget Unit 403 – MAA/TCM Claims Administration. The total amount for this agreement was included in the approved county budget for FY 2017-18. There is no impact to the county General Fund.

This agreement supports your Board's Strategic Framework by protecting vulnerable populations and creating opportunities for improved safety and health.

## OTHER AGENCY INVOLVEMENT:

Plumas County Public Health Agency

## ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could decide not to approve the agreement with Plumas County. However, DHHS-Public Health does not recommend this alternative as it would decrease services to a vulnerable population.

**ATTACHMENTS:**

**Attachment 1: Agreement between the County of Plumas and the County of Humboldt**

**Attachment 2: Exhibit A: Scope of Work**

**Attachment 3: Exhibit B: Payment and Fee Structure**

**Attachment 4: Exhibit C: Addendum for LGAs with School Based Medi-Cal Administrative Programs**

**AGREEMENT**  
**Between the**  
**COUNTY OF PLUMAS**  
**and**  
**HUMBOLDT COUNTY**

THIS AGREEMENT is made and entered into by and between HUMBOLDT COUNTY, a political subdivision of the State of California, hereinafter referred to as "LOCAL GOVERNMENTAL AGENCY (LGA)" and the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "HOST ENTITY."

WITNESSETH:

A. **WHEREAS**, LGA desires to promote access to health services to local residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM), by contracting with HOST ENTITY; and

B. **WHEREAS**, LGA is prepared to promote access to health services to local residents under the terms and conditions set forth in this AGREEMENT and Exhibit A, Scope of Work - Agreement Concerning Medi-Cal Administrative Activities / Targeted Case Management, attached hereto and incorporated herein by reference; and

C. **WHEREAS**, LGA may desire to promote access to health care services through local education agencies, through the provisions of School-Based Medi-Cal Administrative Activities (SMAA) by contracting with HOST ENTITY; and

D. **WHEREAS**, if the LGA desires to participant in SMAA, it is prepared to promote access to health care services through local education agencies under the terms and conditions set forth in this AGREEMENT and Exhibit C, Scope of Work - Addendum for LGAs with School Based Medi-Cal Administrative Activities, attached hereto and incorporated herein by reference; and

E. **WHEREAS**, HOST ENTITY was selected by LGA Consortium ("Consortium") to collect and disburse LGA participation fees; and

F. **WHEREAS**, the Plumas County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

G. **WHEREAS**, the authorizing entity of LGA has authorized entering into this AGREEMENT;

**NOW, THEREFORE**, for in and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. HOST ENTITY, Responsibilities:

- 1.1. HOST ENTITY shall perform host entity duties for CMAA and/or TCM, as they are applicable to the LGA, listed in attached Exhibit A,
- 1.2. HOST ENTITY is the “host entity” solely for the purpose of collecting and disbursing funds for the Consortium trust fund, as described in the Consortium Bylaws and terms of this Agreement, and as they apply to the LGA. HOST ENTITY shall comply with all applicable laws and regulations governing the Consortium trust fund and public funds, generally, in the collection and disbursement of funds for and from the trust fund pursuant to the terms of this Agreement.
- 1.3. HOST ENTITY shall be the “Administrative Hub” for the purposes of performing the requirements of the SMAA LGA program as described in the terms of this Agreement, as they are applicable to the LGA.
- 1.4. HOST ENTITY will receive a total annual compensation for the performance of its host entity and/or administrative hub services under Sections 1.2 and 1.3 of this contract, paid from the Consortium trust fund, in accordance with the Consortium Bylaws.

2. LGA Responsibilities:

- 2.1. LGA shall perform the LGA duties listed in the attached Exhibit A for CMAA and/or TCM program(s), as those programs apply to the LGA, and
- 2.2. LGA shall perform the LGA duties listed in the attached Exhibit C for SMAA program, as that program applies to the LGA.

3. Disclaimers:

- 3.1. LGA is solely and exclusively responsible for the processing of its Medi-Cal Administrative Activity claims for reimbursement, including, but not necessarily limited to, compliance with all applicable federal and state laws and California Department of Health Care Services (DHCS) guidelines and procedures.
- 3.2. LGA is solely and exclusively responsible for the payment of its costs under the terms of this agreement as well as any and all of its costs related to its participation in the MAA program(s).
- 3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the MAA program(s).

#### 4. Insurance and Indemnification:

##### 4.1. Insurance:

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising from the performance of its duties under this Agreement.

##### 4.2. Indemnification:

To the fullest extent permitted by law, the parties shall indemnify, defend, and hold each other, their officers, agents and employees harmless from any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising from each parties' respective performance of this Agreement, but only to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.

#### 5. Termination:

5.1. LGA may give written notice of its intent to terminate this Agreement, and accordingly, relinquish its membership and rights to participate in the LGA Consortium, at any time.

5.2. The effective date of termination shall be concurrent with the payment of the LGA's final claim for reimbursement.

5.3. Participation fees shall be calculated and payable to the Host Entity for any and all claims reimbursements received by LGA after LGA's notice of intent to terminate. LGAs failing to pay participation fees arising from reimbursements received after the termination date shall be in breach of this agreement.

#### 6. Term:

This Agreement shall be effective upon execution and for the period July 1, 2017 through June 30, 2018 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

**The parties agree to comply with the terms and conditions of the exhibits below, which are an integral part of this agreement and are deemed incorporated by reference herein.**

#### Exhibits

Exhibit A - Scope of Work - Agreement Concerning Medi-Cal Administrative Activities/Targeted Case Management

Exhibit B - Payment and Fee Structure


Exhibit C - Addendum for LGAs with School Based Medi-Cal Administrative Programs

[SIGNATURES TO FOLLOW ON NEXT PAGE]

"HOST ENTITY"

Duly Authorized


COUNTY OF PLUMAS

By   
Andrew Woodruff, Acting Director  
Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971

"LGA"

Duly Authorized

HUMBOLDT COUNTY

By   
Virginia Bass  
Chair, Board of Supervisors  
Humboldt County  
DHHS-Public Health-Financial Services  
529 I Street  
Eureka, CA, 95501

**DEFINITIONS**

1. Local Government Agency (LGA) – A local public health office or county agency in a county or chartered city that oversees the MAA and TCM programs.
2. LGA Consortium – A collaboration of LGA MAA/TCM Coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the MAA and TCM Programs.
3. Executive Committee – A team of elected members of the LGA Consortium who meet regularly and are responsible for the executive management of the LGA Consortium. Duties include, but are not limited to, the review of fiscal revenue and expenditure reports; the approval of the annual budget; and the approval of payments by the LGA Consortium.
4. Membership – All California county and/or chartered city Coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of participation fees.
5. HOST ENTITY - The local governmental agency designated by all local governmental agencies participating in the MAA/TCM program, to be the administrative and fiscal intermediary between the department and all participating local governmental agencies.
6. Participation Fee – Payment to the LGA Consortium for the Consortium's MAA/TCM administrative costs and the costs of the California State Department of Health Care Services (DHCS).
7. Termination – To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final MAA and/or TCM payments. All fees are due and payable during this time.

**EXHIBIT A: Scope of Work****AGREEMENT CONCERNING MEDI-CAL ADMINSTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT**

HOST ENTITY shall:

1. Prepare and transmit Host Entity/LGA AGREEMENT and Participation Fee invoice to the LGA in the amount identified pursuant to Exhibit B, due and payable no later than October 31st of each fiscal year.
2. Maintain a trust fund solely for the accounting for LGA participation fees as required by the Consortium bylaws.
3. Enter into a separate agreement with the State Department of Health Care Services to coordinate administration of the MAA programs on behalf of the LGAs.
4. Pay the California State Department of Health Care Services (DHCS) MAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the LGA Consortium, each fiscal year, within sixty (60) days of Executive Committee Approval of the State's invoices for reimbursement of documented costs incurred by DHCS.
5. Pay the LGA consultant(s) costs pursuant to the contract(s) between LGA consultant(s) and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA consultant(s).
6. Manage and oversee all contracts on behalf of the Consortium.
7. Provide to Executive Committee of the Consortium, for review, quarterly revenue and expenditure reports.
8. Provide to Executive Committee of the Consortium, for approval, an annual budget.
9. Pay all expenses incurred by HOST ENTITY, including costs related to coordinating the Annual MAA/TCM Conference.
10. Carry out other duties and responsibilities as defined and delineated in the Consortium by-laws.

LGA shall:

1. Pay Participation Fee to HOST ENTITY by October 31<sup>st</sup> of each fiscal year or immediately upon receipt of invoice, whichever is later.
2. Have sole and exclusive responsibility for the processing for all MAA claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.
3. Carry out the duties and responsibilities of membership as defined and delineated in the Consortium by-laws.

**EXHIBIT B: Payment and Fee Structure**

1. Initial Membership Fee: The LGA shall pay \$500 to join or reinstate membership into the LGA Consortium. This initial membership fee will only cover LGA Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the LGA Consortium Executive Committee.
2. Annual Participation Fee :
  - a. Each LGA shall be assessed an annual participation fee (Fee) consisting of the following as they apply to the LGA:
    - i. For all participating LGAs:
      1. Percentage rates applied, as applicable, to the total payments received by the LGA, in the prior fiscal year, from the California Department of Health Care Services (DHCS), from each of the programs in which the LGA participated:
        - a. County based Medi-Cal Administrative Activities (CMAA),
        - b. School Based Medi-Cal Administrative Activities (SMAA),
        - c. Targeted Case Management (TCM), and/or
        - d. Mental Health Medi-Cal Administrative Activities (MHMAA).
      2. The percentage rates applied to the total payments received by LGAs in each program shall be calculated in such a manner as to ensure that the total participation fees from all programs are equal to approved Consortium budget for the fiscal year less the direct Random Moment Time Survey (RMTS) costs of the SMAA program.
    - ii. For LGAs participating in the SMAA program:
      1. The LGA's proportionate share of the direct costs of implementing the RMTS methodology.
      2. The proportionate share of the RMTS direct costs shall be calculated by multiplying the LGA's proportionate share of the total school site SMAA participants for all LGAs participating in the SMAA program by the total RMTS direct costs per school site.
      3. RMTS direct costs consist of the following:
        - a. RMTS software licensing costs
        - b. RMTS coding costs
        - c. SMAA Administrative Hub professional services costs
  - b. The annual participation fees shall be calculated by September 30th of the fiscal year.

**EXHIBIT C: Scope of Work****ADDENDUM FOR LGAs WITH SCHOOL BASED MEDICAL ADMINISTRATIVE  
ACTIVITIES PROGRAM****AGREEMENT CONCERNING SCHOOL-BASED MEDICAL ADMINISTRATIVE  
ACTIVITIES****HOST ENTITY responsibilities:**

HOST ENTITY shall do the following:

- **Manage and Monitor RMTS System**
  - Coordinate with Public Consulting Group (PCG) regarding scheduled RMTS training and inform SMAA LGA of dates of required RMTS system training.
  - Remind LGAs to complete quarterly requirements for the RMTS system no later than the 15<sup>th</sup> day of the month prior to the beginning of the quarter.
  - Open, certify and approve the calendar and Time Study Participant (TSP) list on or before due dates and, no later than the 10<sup>th</sup> day before the end of the quarter, confirm with the LGAs that the calendar and TSP lists are accurate and correct.
  - In accordance with the DHCS SMAA manual, review the RMTS moments compliance report and notify LGAs who are out of compliance.
  - Review the RMTS compliance rates and forward to LGAs for review and confirmation. Assist LGAs with claiming units not meeting the 85% compliance level requirement in determining the consequences of noncompliance.
  - Remind each LGA to complete the 10% Quality Assurance Coding review.
  - Notify the SMAA collaborative of RMTS system policy changes and DHCS requirements updates.
- **Time Study Tasks**
  - At the end of Quarters 2, 3, and 4, upon Fairbanks' certification of the codes, perform a QA review of 10% of the coding and forward the results to the LGAs for review.
  - After LGA review, submit completed QA review to DHCS for their review and approval.
  - Submit DHCS corrections to the affected LGAs and facilitate resolution of code correction differences among and between the LGAs, DHCS, Fairbanks and PCG.
  - Follow up with DHCS and/or PCG on the quarterly time survey results and notify LGA SMAA collaborative of the availability of official results for the preparation of invoices.
  - Remind the LGA SMAA collaborative of the quarterly invoice deadlines.

- Financial Tasks
  - Manage contracts with Software Solution Provider (SSP) and Coding Vendor for RMTS implementation including review of vendor invoicing.
  - Prepare schedule allocating direct RMTS software and coding costs among participating LGAs using each LGA's proportionate share of the total participant count and send to LGAs for confirmation of participant counts and approval of the calculated fees.
  - Coordinate collection of RMTS and coding system direct costs from participating LGAs.
  - Request an audit record, on a quarterly basis each fiscal year, to be distributed to participating LGAs in the SMAA collaborative for their audit files. The audit report shall include, but is not necessarily inclusive, of the following:
    - RMTS moments
    - Clarifying questions
    - Code changes
    - Other information that pertaining to moments entered into the RMTS system for audit purposes.
- Communication
  - Serve as the hub for all communications regarding SMAA while ensuring SMAA Collaborative co-chair and Host County access to all communications.
  - To the extent permitted by DHCS, serve as the liaison to DHCS and disseminate information received by DHCS to the SMAA Collaborative.
  - Serve as the liaison to RMTS vendors while ensuring SMAA Collaborative co-chair and Host County access to all communications.
  - Collect questions and comments from LGAs and forward questions to Subject Matter Experts (SME) to solicit responses.
  - In coordination with the SMAA Collaborative co-chairs, schedule meetings and prepare agendas and minutes for the entire SMAA Collaborative.
  - To the extent permitted by DHCS, participate in LEC/LGA and DHCS Advisory Committee and stakeholder meetings.
  - Answer general questions regarding SMAA program from LGA SMAA collaborative within two (2) business days.