AMENDMENT NO. 1
TO THE
AGREEMENT
BETWEEN THE
COUNTY OF MONTEREY
AND
MONTEREY COUNTY CHILDREN AND FAMILIES COMMISION DBA
FIRST 5 MONTEREY COUNTY

This Amendment No. 1 to the Agreement, is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Monterey County Children and Families Commission DBA First 5 Monterey County, hereinafter referred to as "CONTRACTOR."

WHEREAS, on July 1, 2016, the COUNTY and CONTRACTOR entered into the Agreement in an amount not to exceed $70,000 for the provision of County Medi-Cal Administrative Activities (CMAA) services to eligible Medi-Cal beneficiaries (see attached Agreement).

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to extend for three (3) additional years through June 20, 2021 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1" with a $30,000 increase for the added time period for a total Agreement amount of $100,000.

NOW THEREFORE, both parties hereby agree to amend the Agreement as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.01, last sentence shall be amended by removing** "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of $70,000" and **replacing it with** "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of $100,000."

2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing** "The term of this Agreement shall be from **July 1, 2016 through June 30, 2018**, unless sooner terminated provided herein" **and replacing it with** "The term of this Agreement shall be from **July 1, 2016 through June 30, 2021**, unless sooner terminated provided herein".

3. **Section 4.0, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS", Section 4.01, shall be amended to the following:**

   4.01 The Following Attached exhibits are incorporated herein by reference and constitute part of this Agreement:

Exhibit A-1	Scope of Services/Payment Provisions
Exhibit B	Modifications to the Standard Agreement
Exhibit C	Business Associate Agreement

4. All other terms and conditions of the Agreement remain unchanged and in full force. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 to the Agreement as of the day and year last written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: 6-14-18

By: _____
Department Head (if applicable)

Date: 06/19/2018

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form [1]

By: _____
County Counsel

Date: 6/12/18

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 6/12/18

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

_____
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

Francine Rodd, Executive Director
Name and Title

Date: 5/18/18

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Kerstine A Curtis - Controller
Name and Title

Date: 5/16/18

County Board of Supervisors' Agreement Number:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A-1

To Agreement by and between
Monterey County Health Department hereinafter referred to as "County"
AND
Monterey County Children and Families Commission DBA First 5 Monterey County
hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

County-Based Medi-Cal Administrative Activities (CMAA) is established means of claiming Title XIX federal financial participation (FFP) for administrative costs necessary for the proper and efficient administration of the Medi-Cal program as set forth in W&I Code Section 14132.47. Through the CMAA program, DHCS (State of California Department of Health Care Services) and individual county agencies promote access to health care for clients in the county public health system, minimizing both health care costs and long-term health care needs for at risk populations, and coordinating clients' health care needs with other providers.

DHCS recognizes the unique relationship that the COUNTY has with Medi-Cal eligible individuals. DHCS, in order to take advantage of this expertise and relationship, has, by contract, designated the COUNTY as the Local Government Agency (LGA) for purposes of submitting Medi-Cal Administrative Activity (CMAA) claims to the DHCS.

The purpose of the contract between DHCS and COUNTY is to assist the State in the proper and efficient administration of the Medi-Cal Program. Assistance by county departments/entities in providing Medi-Cal administration has been determined to be an effective method of assuring the availability and accessibility of Medi-Cal services to Medi-Cal eligible individuals served by the LGA and their subcontractors.

COUNTY, as LGA, recognizes the unique relationship that certain other departments and entities in the County have with Medi-Cal eligible individuals. It further recognizes their expertise in identifying and assessing the health care needs of the Medi-Cal eligible individuals they serve. As the LGA, the COUNTY is authorized to enter into agreements with a department/entity performing CMAA, hereinafter referred to as CONTRACTOR (Central Coast Center for Independent Living), the CONTRACTOR, in support of the COUNTY, as the LGA claiming administrative reimbursement. COUNTY, in order to take advantage of the CONTRACTOR'S expertise and relationship, enters into this agreement herewith.

B. CONTRACTOR Obligations:

CONTRACTOR shall agree to:

I. Perform Medi Cal administrative activities (CMAA) on behalf of the LGA to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families (where appropriate) served by the CONTRACTOR.

Activity Code Descriptions and Examples

The following activity code descriptions and examples outline the specific activities and/or services related to the proper administration of the Medi-Cal program that are eligible for federal reimbursement. However, if any activity listed below is provided as part of, or as an extension of, a direct medical service, it may not be claimed as CMAA.

NOTE: All non-Medi-Cal related activities and direct patient care services shall be time surveyed to "Other Programs/Activities" or "Direct Patient Care" on form DHS 7093.

1. **Code 1 – Other Programs/Activities**
   Description: Other Programs/Activities means providing a service that is not medical or Medi-Cal related, including non Medi-Cal health and wellness activities, social services, educational services, teaching services, employment and job training.

2. **Code 2 – Direct Patient Care**
   Description: Direct Patient Care includes providing direct care, treatment, and/or counseling services to an individual. This code also includes administrative activities that are an integral part of or extension of a medical service.

3. **Code 3 – Outreach to Non Medi-Cal Programs**
   Description: Outreach to Non Medi-Cal programs includes general preventive health education programs or campaigns addressed to lifestyle changes in the general population. This also includes outreach campaigns directed toward encouraging persons to access social, educational, legal or other services not covered by Medi-Cal.

4. **Code 4 – Medi-Cal Outreach**
   Description: Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless alcoholics or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations, such as minority teenagers, where Medi-Cal eligibility and service information is disseminated.
   The only allowable Medi-Cal Outreach for purposes of Medi-Cal administrative claiming is to groups or individuals targeted to two goals:

A. Bringing potential eligible into the Medi-Cal system for the purpose of determining Medi-Cal eligibility; and
B. Bringing Medi-Cal eligible people into Medi-Cal services.

NOTE: Public health outreach conducted by CONTRACTOR shall not duplicate the requirements of Medi-Cal managed care providers to pursue the enrollment of Medi-Cal eligibles in their service areas.

NON ALLOWABLE: Some activities are not considered Medi-Cal outreach under any circumstances, as follows:

a. General preventive health education programs or campaigns addressed to lifestyle changes in the general population (e.g., SANE, DARE, dental prevention, anti-smoking, alcohol reduction, etc.) are not allowable CMAA.

b. Outreach campaigns directed toward encouraging persons to access social, educational, legal or other services not covered by Medi-Cal are not allowable.

ALLOWABLE: Allowable outreach activities shall be discounted by the Medi-Cal percentage or not discounted as follows:

a. NOT DISCOUNTED: Outreach campaigns directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal are allowable, and the costs do not have to be discounted by the Medi-Cal percentage. These campaigns are Medi-Cal only eligibility outreach campaigns.

Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services are allowable and the costs also do not have to be discounted by the Medi-Cal percentage. In such campaigns, the language should clearly indicate that the message is directed to only persons eligible for Medi-Cal, and not the general public. These campaigns are service campaigns, targeted on specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment (EPSDT).

A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is targeted specifically to Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children. If the entire campaign is focused on Medi-Cal, the costs need not be discounted.

b. DISCOUNTED: Outreach campaigns directed towards bringing specific high risk populations (including both Medi-Cal and non-Medi-Cal persons), for example, low income pregnant women or substance abusers, into health care services, are only allowable to the extent they bring Medi-Cal eligibles into

Medi-Cal services. The costs of these activities are claimable as Medi-Cal administration, but discounted by the Medi-Cal percentage.

If a specific Medi-Cal health education program is included as part of a broader general health education program, the Medi-Cal portion may be allowable if the cost of the general health education program is discounted according to the Medi-Cal percentage.

Telephone, walk-in, or drop-in services for referring persons to Medi-Cal services, sometimes called "Information and Referral" are also allowable and discounted by the Medi-Cal percentage.

County-wide averages or other methods approved by the State for calculating the Medi-Cal percentage discount may be utilized.

5. **Code 5 – Referral, Coordination, and Monitoring of Non Medi-Cal Services**
Description: Referral, Coordination, and Monitoring of Non Medi-Cal Services includes making referrals for, coordinating, and/or monitoring the delivery of non-medical activities or medical services not covered by Medi-Cal. This also includes non-medical case management for social, educational, or vocational needs that are not part of a separately reimbursed comprehensive TCM program.

6. **Code 6 – Referral, Coordination, and Monitoring of Medi-Cal Services**
Description: Referral, Coordination, and Monitoring of Medi-Cal Services includes making referrals for, coordinating, and/or monitoring the delivery of Medi-Cal covered services.

7. **Code 7 – Facilitating Non Medi-Cal Application**
Description: Facilitating Non Medi-Cal Application activities include informing an individual(s) about programs such as Temporary Assistance for Needy Families (TANF), Food Stamps, WIC, legal, and other social or educational programs and referring them to the appropriate agency to make application.

8. **Code 8 – Facilitating Medi-Cal Application**
Description: Facilitating Medi-Cal Application includes the following tasks separately or in combination:
    - Explaining the Medi-Cal eligibility rules and/or process to prospective applicants.
    - Assisting an applicant to fill out a Medi-Cal eligibility application
    - Gathering information related to the application and eligibility determination or redetermination from a client; including resource information and third-party liability (TPL) information as a prelude to submitting a formal Medi-Cal application to the county social services department.

- Providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination.

NOTE: This activity does not include the eligibility determination itself. The CONTRACTOR may subcontract with non-governmental agencies or programs to conduct eligibility intake activities.

9. **Code 9 – Arranging and/or providing Non-Emergency, Non-Medical Transportation to a Non-Medi-Cal Covered Service**
Description: Arranging and/or providing Non-Emergency, Non-Medical Transportation to a Non Medi-Cal Covered Service includes assisting an individual to obtain transportation to services not covered by Medi-Cal and/or accompanying the individual to services not covered by Medi-Cal.

10. **Code 10 – Arranging and/or providing Non-Emergency, Non-Medical Transportation to a Medi-Cal Covered Service**
Description: Arranging and/or providing non-emergency, non-medical transportation for a Medi-Cal eligible client who does not have a physical or mental limitation to a Medi-Cal provider for a Medi-Cal covered service when medically necessary. Arranging and/or providing non-emergency, non-medical transportation and accompaniment by an attendant, for a Medi-Cal eligible client who has a physical or mental limitation to a Medi-Cal provider for a Medi-Cal covered service when medically necessary. If the Medi-Cal eligible client does not have a physical or mental limitation, the CONTRACTOR or governmental unit may provide transportation services, but is unable to accompany the client to the Medi-Cal covered service appointment. However, **LGAs may not claim arranging transportation as CMAA when performed by a TCM Case Manager.** The cost of this time will be included in the TCM encounter rate and is not claimable separately through CMAA (MAC Agreement, page 23).

NOTE: The term "non-medical" transportation does not refer to the type of vehicle used, but to the condition of the transportation recipient. As stated in "California's Title XIX State Plan for Assurance of Transportation," non-medical transportation indicates that the "recipient does not qualify for medical transportation." Nonetheless, the State is obligated to "assure access to Medi-Cal services for Medi-Cal eligibles" and may, therefore, claim the cost of non-emergency, non-medical transportation (MAC Agreement, Attachment 5, page 3).

11. **Code 11 – Contract Administration for Non Medi-Cal Services**
Description: Contract Administration for Non Medi-Cal Services involves entering into contracts with CBOs or other provider agencies for the provision of non Medi-Cal services.

12. **Code 12 – Contract Administration (A) for Medi-Cal Services Specific for Medi-Cal Populations**

Description: Contract Administration (A) for Medi-Cal Services Specific for Medi-Cal Populations involves entering into contracts with CBOs or other provider agencies for the provision of Medi-Cal services and/or CMAA, other than TCM. Contracting for Medi-Cal services and/or CMAA is only claimable as CMAA under this activity when the administration of those contracts meets all of the following criteria:

- The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve CMAA contract administration, according to their job position descriptions and/or duty statements.
- The contract administration involves subcontractors that provide Medi-Cal services and/or CMAA.

The contract administration is directed to one or more of the following goals:

- Identifying, recruiting, and contracting with community agencies as CMAA contract providers for Medi-Cal services.
- Providing technical assistance to Medi-Cal subcontractors regarding county, State, and federal regulations.
- Monitoring provider agency capacity and availability.
- Ensuring compliance with the terms of the contract.

NOTE: The term "non-medical" transportation does not refer to the type of vehicle used, but to the condition of the transportation recipient. As stated in "California's Title XIX State Plan for Assurance of Transportation." non-medical transportation indicates that the "recipient does not qualify for medical transportation." Nonetheless, the State is obligated to "assure access to Medi-Cal services for Medi-Cal eligibles" and may, therefore, claim the cost of non-emergency, non-medical transportation (MAC Agreement, Attachment 5, page 3).

SEPARATE TRANSPORTATION UNIT OR SERVICE: In situations where a CONTRACTOR operates a separate transportation unit or contracts for the provision of transportation services, the costs of the unit or the CONTRACTOR of actually providing the Medi-Cal non-emergency transportation services for Medi-Cal eligibles to Medi-Cal covered services is an allowable Medi-Cal administrative cost. Costs may be calculated on a per mile or per trip basis for each Medi-Cal client transported, or by any other method allowed by federal law and regulation.

13. **Code 13 – Contract Administration (B) for Medi-Cal Services Specific for Medi-Cal and Non Medi-Cal Populations**
Description: Contract Administration (B) for Medi-Cal Services Specific for Medi-Cal and Non Medi-Cal Populations involves entering into contracts with CBOs or other provider agencies for the provision of Medi-Cal services and/or CMAA.

NOTE: CONTRACTOR has the option of claiming the costs of contract administration for allowable CMAA, such as Outreach, under that activity or the costs may be claimed under Contract administration. Under no circumstances are the costs of contract administration for allowable CMAA to be claimed under both Contract administration and the activity, such as Outreach. Contracting for Medi-Cal services may only be claimed under Contract administration.

Contracting for Medi-Cal services and/or CMAA is claimable as an administrative activity when the administration of those contracts meets all of the following criteria:

The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve contract administration, according to the duty statements or job descriptions of the employees being claimed.

The contract administration involves contractors that provide Medi-Cal services and/or CMAA.

The administrative costs of contracting by contractors as service providers under managed care arrangements may not be claimed administratively and are considered to be in the managed care capitation payment to the contractor.

The contract administration must be directed to one or more of the following goals:

a. Identifying, recruiting, and contracting with community agencies as Medi-Cal service contract providers;

b. Providing technical assistance to Medi-Cal subcontractors regarding County, State and Federal regulations;
c. Monitoring provider agency capacity and availability; and

d. Ensuring compliance with the terms of the contract.

e. The contracts being administered must be for Medi-Cal services and/or CMAA and may involve Medi-Cal populations only or may be general medical service contracts involving Medi-Cal and other indigent, non-Medi-Cal populations. When the contract involves a Medi-Cal and non-Medi-Cal population, the costs of contract administration shall be discounted by the Medi-Cal percentage.

14. Code 14 – Program Planning and Policy Development for Non Medi-Cal Services

Description: Program Planning and Policy Development for Non Medi-Cal Services includes time associated with developing strategies to improve the delivery of non-Medi-Cal services.

15. **Code 15 – Program Planning and Policy Development (A) (Non-Enhanced) for Medi-Cal Services for Medi-Cal Clients**
Description: Program Planning and Policy Development (A) (Non-Enhanced) for Medi-Cal Services for Medi-Cal Clients includes time spent developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps; including analyzing Medi-Cal data related to a specific Medi-Cal program or a specific Medi-Cal eligible group, interagency coordination to improve delivery of Medi-Cal services, or developing resource directories of Medi-Cal services/providers. In counties with county wide managed care arrangements, program planning and policy development activities are claimable as Medi-Cal administration only for those services which are excluded from the managed care contracts. (MAC agreement, Section III, Administrative Claiming Process, page 25).

16. **Code 16 – Program Planning and Policy Development Skilled Professional Medical Personnel (SPMP) (A) (Enhanced) for Medi-Cal Services for Medi-Cal Clients**
Description: Program Planning and Policy Development Skilled Professional Medical Personnel (SPMP) (A) (Enhanced) for Medi-Cal Services for Medi-Cal Clients includes time spent developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps; including analyzing Medi-Cal data related to a specific Medi-Cal program or a specific Medi-Cal eligible group, interagency coordination to improve delivery of Medi-Cal services, or developing resource directories of Medi-Cal services/providers. The activity must require the professional medical knowledge and skills of an SPMP and must be performed by an SPMP or staff directly supporting the SPMP. In counties with county wide managed care arrangements, program planning and policy development activities are claimable as Medi-Cal administration only for those services which are excluded from the managed care contracts. (MAC agreement, Section III, Administrative Claiming Process, page 25).

NOTE: To be eligible for enhanced claiming, all SPMP PP&PD activities must adhere to the requirements of 42 CFR 432.50 and Section 1903(a)(2) of Title XIX of the Social Security Act (outlined in the "Federal Financial Participation (FFP)" section of this document).

17. **Code 17 – Program Planning and Policy Development (B) (Non-Enhanced) for Medi-Cal Services for Medi-Cal Clients and Non Medi-Cal Clients**
Description: Program Planning and Policy Development (B) (Non-Enhanced) for Medi-Cal Services for Medi-Cal and Non Medi-Cal Clients includes time spent developing strategies to increase Medi-Cal system capacity and close Medi-Cal

service gaps; including analyzing Medi-Cal data related to a specific program or specific group, interagency coordination to improve delivery of Medi-Cal services, or developing resource directories of Medi-Cal services/providers. In counties with county wide managed care arrangements, program planning and policy development activities are claimable as Medi-Cal administration only for those services which are excluded from the managed care contracts. (MAC agreement, Section III, Administrative Claiming Process, page 25).

18. **Code 18 – Program Planning and Policy Development (SPMP) (B) (Enhanced) for Medi-Cal Services for Medi-Cal and Non-Medi-Cal Clients**
Description: Program Planning and Policy Development (SPMP) (B) (Enhanced) for Medi-Cal Services for Medi-Cal and Non Medi-Cal Clients includes time spent developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps; including analyzing Medi-Cal data related to a specific program or specific group, interagency coordination to improve delivery of Medi-Cal services, or developing resource directories of Medi-Cal services/providers. The activity must require the professional medical knowledge and skills of an SPMP and must be performed by an SPMP or staff directly supporting the SPMP. In counties with county wide managed care arrangements, program planning and policy development activities are claimable as Medi-Cal administration only for those services which are excluded from the managed care contracts. (MAC agreement, Section III, Administrative Claiming Process, page 25).

NOTE: To be eligible for enhanced claiming, all SPMP PP&PD activities must adhere to the requirements of 42 CFR 432.50 and Section 1903(a)(2) of Title XIX of the Social Security Act (outlined in the "Federal Financial Participation (FFP)" section of this document). *(Revision 11/05/2013) DHCS CMAA/TCM Time Survey Methodology and Page* 19 of 63 *DHCS CMAA Program Operational Plan*

NOT ALLOWABLE: This activity is not allowable if staff performing this function is employed full-time by LGA service providers, such as clinics. The full costs of the employee's salary are assumed to be included in the billable fee-for-service rate and separate CMAA claiming is not allowed.

This activity is not allowable if staff who deliver services part-time in a LGA service provider setting, such as a clinic, are performing PP&PD activities relating to the service provider setting in which they deliver services.

ALLOWABLE: This activity is claimable when performed, either part-time or full-time, by one or more Contractor/LEA employees and subcontractors whose tasks officially involved PP&PD. Contractor/LEA employees performing program and planning and policy development must have those tasks identified in the employees' position description/duty statements. If the programs serve both Medi-Cal and non-Medi-Cal clients, the costs of program planning and policy

development activities must be allocated according to the Medi-Cal percentages being served by the programs.

This activity is claimable as a direct charge for Medi-Cal administration only when PP&PD is performed by a unit of one or more Contractor/LEA employees who spend 100 percent of their paid working time performing this activity. The activity is claimable only if the administrative amounts being claimed for program planning and policy development persons and activities are not otherwise included in other claimable cost pools; and the amounts being claimed are such persons employed (and activities taking place in) a service provider setting are not otherwise being reimbursed through the billable service rate of that provider. Costs for persons performing program planning and policy development actives less than 100 percent of their paid working time will be based on a time study.

19. **Code 19 – CMAA/TCM Coordination and Claims Administration**
Description: CMAA/TCM Coordination and LGA Claims Administration staff may claim the costs of the following activities, as well as any other reasonable activities directly related to the LGA administration of TCM services and CMAA on an LGA-wide basis (MAC Agreement, page 26; CMAA contract, Attachment A(9)). Each of the following activities performed under this activity must be detailed in the claiming plan:

- Drafting, revising, and submitting CMAA claiming plans, TCM cost reports, and performance monitoring plans.
- Serving as liaison to claiming units within the LGA and with the State and Federal Governments on CMAA/TCM to monitor the performance of claiming units.
- Administering LGA claiming, including overseeing, preparing, compiling, revising, and submitting CMAA/TCM claims on an LGA-wide basis to the State.
- Attending training sessions, meetings, and conferences involving CMAA/TCM.
- Training LGA program and subcontractor staff on State, federal, and local requirements for CMAA/TCM claiming.
- Ensuring that CMAA/TCM claims do not duplicate Medi-Cal claims for the same activities from other providers. This includes ensuring there is no duplication of services when a Medi-Cal beneficiary receives TCM services from more than one case manager.

If the CMAA/TCM Coordinator and/or claims administration staff are performing this function part-time, along with other duties, they must certify the percentage of total time spent performing the duties of CMAA/TCM coordination and/or claims administration. The percentage certified for the CMAA/TCM Coordinator and/or claims administration staff activities must be used as the basis for federal

claiming.

20. **Code 20 – CMAA/TCM Implementation Training**
Description: CMAA/TCM Implementation Training includes time spent providing or attending training related to the performance of CMAA or TCM. Reasonable time spent on related paperwork, clerical activities, staff travel time necessary to perform these activities including initiating and responding to email and voicemail.

21. **Code 21 – General Administration**
Description: General Administration relates to the activities of being an employee, but not tasks performed for a specific program. These activities include, but are not limited to, attending or conducting general, non-medical staff meetings, developing and monitoring program budgets and/or site management, and general non-program supervision of staff. This also includes staff break time and any time spent filling out a Time Survey Form.

22. **Code 22 – Paid Time Off**
Description: Paid Time Off includes vacation, sick leave, paid holiday time, paid jury duty, and any other paid employee time off. This does not include breaks, unpaid or off-payroll time (dock), or the taking of compensatory time off (CTO).

II. Time survey to appropriate activities. CMAA performed by CONTRACTOR will be eligible for FFP only when they are identified in a CMAA claiming plan approved by the State and County. Allowability or Non-Allowability and Proportional Medi-Cal Share Designations

a. **Unallowable Activities - U**

Refers to an administrative activity or TCM service that is unallowable under the Medi-Cal program, regardless of whether or not the population served includes Medi-Cal eligible individuals.

b. **Total Medi-Cal - TM**

Refers to an administrative activity or TCM services that is 100 percent allowable under the Medi-Cal program.

c. **Proportional Medi-Cal - PM**

Refers to an administrative activity or TCM service that is allowable under the Medi-Cal program but for which the allocable share of costs must be determined by applying the discounted or proportional Medi-Cal share (the Medi-Cal percentage). The Medi-Cal share is determined by calculating the ratio of Medi-Cal-eligible clients to total clients.

d. Reallocated Activities - R

Refers to the activities that must be reallocated across other activity codes on a proportional basis. The reallocated activities are reported under General Administration and/or Paid Time Off.

Table 1

Activity Code	Activity Description	FFP Rate
1	Other Programs/Activities	U
2	Direct Patient Care	U
3	Outreach to Non Medi-Cal Programs	U
4	Medi-Cal Outreach	TM
5	Referral, Coordination, and Monitoring of Non Medi-Cal Services	U
6	Referral, Coordination, and Monitoring of Medi-Cal Services	PM
7	Facilitating Non Medi-Cal Application	U
8	Facilitating Medi-Cal Application	TM
9	Arranging and/or Providing Non-Emergency, Non-Medical Transportation to a Non Medi-Cal covered Service	U

10	Arranging and/or Providing Non-Emergency, Non-Medical Transportation to a Medi-Cal covered Service	PM
11	Contract Administration for Non Medi-Cal Services	U
12	Contract Administration (A) for Medi-Cal Services specific for Medi-Cal populations*	TM
13	Contract Administration (B) for Medi-Cal services specific for Medi-Cal and Non Medi-Cal populations*	PM
14	Program Planning and Policy Development for Non Medi-Cal Services	U
15	Program Planning and Policy Development (A) (Non-Enhanced) for Medi-Cal services for Medi-Cal clients	TM
16	Program Planning and Policy Development Skilled Professional Medical Personnel (SPMP) (A) (Enhanced) for Medi-Cal services for Medi-Cal clients	TM
17	Program Planning and Policy Development (B) (Non- Enhanced) for Medi-Cal services for Medi-Cal and Non Medi-Cal clients	PM
18	Program Planning and Policy Development (SPMP) (B) (Enhanced) for Medi-Cal services for Medi-Cal and Non Medi-Cal clients	PM
19	CMAA/TCM Coordination and Claims Administration	TM
20	CMAA/TCM Implementation Training	TM
21	General Administration	R
22	Paid Time Off (PTO)	R

III. Specific areas CONTRACTOR shall focus on: Program Planning and Policy Development for Medi-Cal Services for Medi-Cal and Non Medi-Cal Clients includes time spent developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps; including analyzing Medi-Cal data related to a specific program or specific group, interagency coordination to improve delivery of Medi-Cal services, or developing resource directories of Medi-Cal services/providers. In counties with county wide managed care arrangements, program planning and policy development activities are claimable as Medi-Cal administration only for those services which are excluded from the managed care contracts.

IV. Assist COUNTY with completion of the MAA Claiming Plan and/or any required amendments for CONTRACTOR unit, in the format required by the state including all attachments.

V. Provide to COUNTY data for CMAA Invoices and any required attachments in the format required by DHCS by October 31st for the prior fiscal year.

VI. Provide to COUNTY other documentation not specifically referred to herein, which is required by DHCS, at least 30 days prior to the DHCS due date. See **Section E. LGA Calendar** for existing schedule of due dates.

VII. Ensure that the appropriate audit trail exists by retaining all appropriate records and documents for five years after the claiming period, or if an audit is in process, five years after the completion of the audit. Information defining the appropriate records is contained on the DHCS CMAA website in the CMAA Provider Manuals and Policy and Procedure letters.

VIII. Designate an employee to act as liaison with COUNTY for issues concerning this Agreement and its implementation.

IX. CONTRACTOR and COUNTY shall, in accordance with the State contract, make appropriate effort to prevent duplication of services to County Medi-Cal eligible clients. If CONTRACTOR is billing for CMAA code that has to do with direct service, and is aware that client being claimed under CMAA by COUNTY, they will not claim that client for the same services on the same day.

X. Participate in annual time study training before the start of the fiscal year. New employees must be trained by COUNTY before commencing time study under CMAA.

XI. CONTRACTOR must perpetually time survey. The time survey must reflect all of the paid time and activities (whether allowable or unallowable) performed by employees participating in the CMAA claiming plan. The time survey identifies Direct Patient Care and Other Programs/Activities, and ensures that those costs are not included in the claims for administrative activities. Time survey codes distinguish each activity an employee performs

during a time survey period. The time survey is a legal document representing the actual time the person spends performing the MAA reported in the invoice.

XII. Comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the Medi-Cal Policy Division and the Administrative Division of the State Department of Health Services, which define program specific allowable Medi-Cal administrative activities.

XIII. Certify the non-federal match from the LGA's or other governmental entity's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for Medi-Cal administrative activities performed pursuant to Welfare and Institutions Code Section 14132.47. The following certification statement shall be made on each invoice submitted to COUNTY for payment for the performance of Medi-Cal administrative activities:

"I certify under penalty of perjury that the information provided on this invoice is true and correct, based on actual expenditures for the period claimed, and that the funds/contributions have been expended as necessary for federal matching funds pursuant to the requirements of 42 CFR 433.51 for allowable administrative activities and that these claimed expenditures have not been nor will not subsequently be used for federal match in this or any other program. I have notice that the information is to be used for filing of a claim with the Federal Government for federal funds and knowing misrepresentation constitutes violation of the Federal False Claims Act. "

COUNTY shall deny submission or payment of any claim submitted under this Agreement if it determines that the certification is not adequately supported for purposes of federal financial participation.

C. COUNTY Obligations:

I. Create and submit County-Based Medi-Cal Administrative Activities (CMAA) Invoices based on data from CONTRACTOR in compliance with the Department of Health Care Services (DHCS). Rates of reimbursement will be determined solely by the State, based on the Federal Financial Participation formula from the Centers of Medicare and Medicaid Services (CMS), and the annual Time Survey and actual costs attributed to CONTRACTOR. COUNTY will be responsible to forward to CONTRACTOR any changes in formula, rates, or regulations that the State provides to COUNTY, which are not posted on the DHCS CMAA website.

II. Provide the CONTRACTOR with a standardized format for the Summary Invoice, Detailed Invoice and Claiming Plan (including the Claiming Unit Functions Grid, Activity Sheets, and Duty Statements) which will be disseminated through policy directives issued by the State, via COUNTY.

III. Submit COUNTY approved and certified claiming plans and amendments to the State for review and approval.

IV. Maintain a copy of claims and backup documentation provided to COUNTY by the CONTRACTOR as audit files for a period of five years after claim submission; or, if an audit is in process, five years after the completion of the audit.

V. COUNTY along with the CONTRACTOR will make audit files available to the State or Federal auditors and will respond to questions along with the CONTRACTOR.

VI. Make available to the CONTRACTOR the State CMAA Manual, State Policy and Procedure Letters (PPLs) and any other instructions, information and forms necessary for the CONTRACTOR to perform and submit claims for CMAA; training and technical support related to documenting CMAA, preparing and submitting the CMAA Claiming Plan and CMAA claims.

VII. The maximum rate of reimbursement for all non-public subcontractors to the CONTRACTOR shall be 50 percent for all categories of cost.

VIII. Designate an employee to act as liaison with CONTRACTOR to provide assistance for issues concerning this Agreement and its implementation. All issues shall be directed to:

Monterey County Health Department
Administration
LGA CMAA/TCM Coordinator
1270 Natividad Road
Salinas, CA 93906

IX. Provide training, as necessary, to CONTRACTOR for documentation, time survey, and program policies and procedures. COUNTY will also forward any program material, appropriate for CONTRACTOR, from DHCS that is not posted to the DHCS CMAA website.

X. COUNTY certifies that it has entered into an agreement with DHCS to serve as the LGA for the provision of Medical Administrative Activities/Targeted Case Management services.

XI. Train CONTRACTOR staff on how to conduct perpetual CMAA time surveys.

D. PAYMENT PROVISIONS

COUNTY shall pay an amount not to exceed $100,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on rates defined by the following manner.

Upon the CONTRACTOR'S compliance with all provisions pursuant to this Agreement, and upon the submission of a quarterly Summary Invoice and Detailed Invoice(s), the COUNTY agrees to process claims for reimbursement. Reimbursement is conditioned on the CONTRACTOR supplying the aforementioned valid and substantiated information, satisfactory to the State within the time limits specified. Reimbursement shall not be withheld pending the submission of similar claims by other Contractors who have entered into a similar Agreement.

COUNTY shall complete invoice and expenditure information no later than twelve (12) months after the end of the quarter for which the claim was submitted. This information shall be provided in a standardized Summary Invoice and Detailed Invoice created by DHCS and most current version shall be obtained by COUNTY from DHCS's website: http://www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx.

The Summary Invoice must be submitted to the State under the LGA's original letterhead and have an original signature of a person who has been granted the authority by the LGA to sign this invoice on behalf of the LGA.

The Detailed Invoice identifies the claim categories to which expenditure data must be entered. A separate detailed 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 LGA. Contracted employees' costs shall be aggregated and reported in accordance with the CMAA Invoice instructions. The Detailed Invoice(s) for each of the programs being claimed shall correspond to the name of the claiming programs identified in the LGAs CMAA Claiming Plan.

Both the COUNTY and the CONTRACTOR agree that the validity and enforceability of this Agreement are contingent upon the availability of funds appropriated by the US Congress. Transfer of funds is contingent upon the availability of Federal Financial Participation.

The CONTRACTOR shall reply in a timely manner, to any request for information by COUNTY, or by the State, or to any audit exceptions by state and federal audit agencies that directly relate to the Medi-Cal administrative activities to be performed.

COUNTY shall charge a 5% administrative fee to support the day-to-day operations of the LGA. Fee shall be assessed on invoices covering the time period beginning on July 1, 2018.

After the COUNTY has received reimbursement from the State for a quarterly CMAA claim, the COUNTY agrees to pay CONTRACTOR an amount equal to the Federal reimbursement of CONTRACTOR's expenditures minus COUNTY's administrative fee, subject to the other provisions in this section of the Agreement. Payment shall be made based on CONTRACTOR supplying the foregoing information to the COUNTY.

A final undisputed invoice shall be submitted for final payment as soon as practical, following the contract expiration or termination date and, in no case, later than twelve (12) calendar months following the expiration or termination date of this contract, unless a later or alternate deadline is negotiated and agreed upon in writing by COUNTY. Said invoice should be clearly marked "Final Invoice:," to indicate that all payment obligations of the COUNTY under this contract have ceased and that no further payments are due or outstanding.

Claiming Overhead Costs

If one of the components of cost to be claimed as part of CMAA is CONTRACTOR's overhead costs, then there are certain federal requirements that must be met. In order to claim administrative overhead, also referred to as "External Administrative Overhead" costs, County and City governments 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. A local governmental agency's plan is submitted to the California State Controller's Office, which was delegated authority from the Federal Government to approve it.

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 Federal Office of Management and Budget (OMB) Circular A-87 guidelines.

CONTRACTOR administrative overhead costs are allowable for FFP only if there is an 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 Federal Office of Management and Budget (OMB) Circular A-87 guidelines.

NOTE: Both external and internal administrative cost allocation plans for all agencies must comply with provisions of the federal OMB Circular A-87, entitled "Cost principles applicable to grants and contracts with State and local 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."

There shall be no direct travel reimbursement allowed during this Agreement.

E. LGA Calendar

September 30, 2017	FY 2017-18 Second Quarter CMAA Claiming Unit Function Grids Due
December 31, 2017	FY 2017-18 Third Quarter CMAA Claiming Unit Function Grids Due
March 31, 2018	FY 2017-18 Fourth Quarter CMAA Claiming Unit Function Grids Due
June 30, 2018	FY 2018-19 First Quarter CMAA Claiming Unit Function Grids Due
September 30, 2018	FY 2018-19 Second Quarter CMAA Claiming Unit Function Grids Due
December 31, 2018	FY 2018-19 Third Quarter CMAA Claiming Unit Function Grids Due Quarter One FY2017-18 Invoices Due
March 31, 2019	FY 2018-19 Fourth Quarter CMAA Claiming Unit Function Grids Due Quarter Two FY 2017-18 Invoices Due
June 30, 2019	FY 2019-20 First Quarter CMAA Claiming Unit Function Grids Due Quarter Three FY 2017-18 Invoices Due
September 30, 2019	FY 2019-20 Second Quarter CMAA Claiming Unit Function Grids Due Quarter Four FY 2017-18 Invoices Due
December 31, 2019	FY 2019-20 Third Quarter CMAA Claiming Unit Function Grids Due Quarter One FY 2018-19 Invoices Due
March 31, 2020	FY 2019-20 Fourth Quarter CMAA Claiming Unit Function Grids Due Quarter Two FY 2018-19 Invoices Due
June 30, 2020	FY 2020-21 First Quarter CMAA Claiming Unit Function Grids Due Quarter Three FY 2018-19 Invoices Due
September 30, 2020	FY 2020-21 Second Quarter CMAA Claiming Unit Function Grids Due Quarter Four FY 2018-19 Invoices Due
December 31, 2020	FY 2020-21 Third Quarter CMAA Claiming Unit Function Grids Due Quarter One FY 2019-20 Invoices Due
March 31, 2021	FY 2020-21 Fourth Quarter CMAA Claiming Unit Function Grids Due Quarter Two FY 2019-20 Invoices Due
June 30, 2021	FY 2021-22 First Quarter CMAA Claiming Unit Function Grids Due Quarter Three FY 2019-20 Invoices Due
September 30, 2021	FY 2021-22 Second Quarter CMAA Claiming Unit Function Grids Due Quarter Four FY 2019-20 Invoices Due
December 31, 2021	FY 2021-22 Third Quarter CMAA Claiming Unit Function Grids Due Quarter One FY 2020-21Invoices Due